CITY COUNCIL REGULAR MEETING AGENDA
AMENDED

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 17, 2026

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

All City Council Meetings are live streamed on the city's YouTube page (https://www.youtube.com/@FlagstaffCityGovernment)

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

ONLINE VERBAL PUBLIC COMMENT

Written comments may be submitted to **publiccomment@flagstaffaz.gov**.

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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MILAZZO
COUNCILMEMBER SPENCE

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. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at

the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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. COUNCIL LIAISON REPORTS

6. 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:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

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: Juanita Alicia Esparza "Taqueria Rojas Mexican Restaurant" 3518 E Route 66, Suite 111., Series 12 (Restaurant), New Application

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.

7. 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 AZ Wastewater Industries in the amount of $361,330.26 for the purchase of one (1) Model 800 HPR Truck Mounted High Pressure Sewer Cleaner for the Wastewater Collection Section.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $361,330.26 including fees and taxes, for one (1) Model 800-HPR Truck Mounted High Pressure Truck Mounted Sewer Cleaner for the Wastewater Collection Section; and
2. Authorize the City Manager to execute all necessary documents.

B. Consideration and Approval of Contract: Cooperative Purchase Contract with Empire Southwest, LLC for one (1) Caterpillar 140-16 AWD Motor Grader for the Street Section in the amount of $555,516.30.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Empire Southwest, LLC for one (1) Caterpillar 140-16 AWD Motor Grader in the amount of $555,516.30 and
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: An agreement with Greater Flagstaff Forests Partnership to implement 528 acres of ecological thinning across Lowell Observatory private land.

STAFF RECOMMENDED ACTION:

Approve agreement with the Greater Flagstaff Forests Partnership in the amount of $100,000 and authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Contract: Adaptive Reuse Bond Program Loan Documents for Urban Lofts by 2705 N 4th St, LLC

STAFF RECOMMENDED ACTION:

Approve loan documents with the developer, 2705 N 4th St, LLC, for a $640,000 loan using Adaptive Reuse Bond Program funds, for the development of affordable housing units:

a. Funding Agreement
b. Promissory Note
c. Deed of Trust
d. Declaration of Restrictive Covenants,

and authorize the City Manager to execute such documents, with authority to approve clerical or minor revisions if needed.

E. Ratification of Letter of Support for the United States Space Academy Site Selection

STAFF RECOMMENDED ACTION:

Ratify the letter of support dated November 4, 2026, supporting City of Flagstaff's proposal to locate the United States Space Academy in Flagstaff.

8. ROUTINE ITEMS

A. Consideration and possible action regarding Executive Session of November 16, 2026.

RECOMMENDED ACTION:

Direct and authorize the City Attorney and/or designated city representative to proceed as discussed in the Executive Session of November 16, 2026, items 5Ai,5Bi, and 5Ci.

9. PUBLIC HEARING ITEMS

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

A. Consideration and Adoption of Resolution No. 2026-56: A Resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 to move the center point of activity center S12 north on maps 21, 22, and 24; remove activity center S17 on maps 21, 22, and 24; and realign the road network on map 25; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-56 by title only
2. City Clerk reads Resolution No. 2026-56 by title only (if approved above)
3. Adopt Resolution No. 2026-56

B. Consideration and Adoption of Resolution No. 2026-57 and Ordinance No. 2026-30: A resolution of the Flagstaff City Council, declaring as a public record that certain document filed with the City Clerk entitled "STL 290 Specific Plan" and an Ordinance of the City Council of the City of Flagstaff adopting the STL 290 Specific Plan to guide the development of approximately 290 acres and to provide specific development requirements for purposes of developing allowed commercial uses, a travel accommodation use, residential subdivisions, and amenities and open space.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Resolution No. 2026-57 by title only
2) City Clerk reads Resolution No. 2026-57 by title only (if approved above)
3) Read Ordinance No. 2026-30 by title only for the first time
4) City Clerk reads Ordinance No. 2026-30 by title only (if approved above)

At the December 1, 2026, Council Meeting:
5) Adopt Resolution No. 2026-57
6) Read Ordinance No. 2026-30 by title only for the final time
7) City Clerk reads Ordinance No. 2026-30 by title only (if approved above)
8) Adopt Ordinance No. 2026-30

C. Consideration and Adoption of Ordinance No. 2026-31: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-31 by title only for the first time
2) City Clerk reads Ordinance No. 2026-31 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-31 by title only for the final time
4) City Clerk reads Ordinance No. 2026-31 by title only (if approved above)
5) Adopt Ordinance No. 2026-31.

D. Consideration and Adoption of Ordinance No. 2026-32: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-32 by title only for the first time
2) City Clerk reads Ordinance No. 2026-32 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-32 by title only for the final time
4) City Clerk reads Ordinance No. 2026-32 by title only (if approved above)
5) Adopt Ordinance No. 2026-32.

10. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2026-29: An ordinance of the City Council of the City of Flagstaff, authorizing the disposition of real property located at Beaver St and Aspen Ave; providing for delegation of authority, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-29 by title only for the first time
2) City Clerk reads Ordinance No. 2026-29 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-29 by title only for the final time
4) City Clerk reads Ordinance No. 2026-29 by title only (if approved above)
5) Adopt Ordinance No. 2026-29
6) Approve the Purchase Agreement with Sierra Trigo Partners, LLC (if Ordinance is approved)
7) Approve the Development Agreement with Sierra Trigo Partners, LLC (if Ordinance is approved)

B. Consideration and Adoption of Resolution No. 2026-55: A resolution of the Flagstaff City Council, authorizing the submission of a Rental Assistance Demonstration (RAD) Program portfolio application to the U.S. Department of Housing and Urban Development (HUD) to allow for conversion and redevelopment of the City of Flagstaff public housing portfolio; providing for delegation of authority, direction for further actions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-55 by title only
2. City Clerk reads Resolution No. 2026-55 by title only (if approved above)
3. Adopt Resolution No. 2026-55

C. Consideration and Approval of Contract: City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement.

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, the City Council may vote to go into executive session on this item, which will not be open to the public, for discussion or consultation for legal advice with the attorneys of the public body, discussion or consultation with the attorneys and designated representatives to consider public body's position and instruct said representatives and attorneys regarding the contracts that are the subject of negotiations, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. pursuant to A.R.S. §38-431.03(A)(3) (4) and (7) respectively.

STAFF RECOMMENDED ACTION:

1. Approve the City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement subject to City staff's and City Attorney's Office finalization; and
2. Authorize the City Manager to execute the necessary documents contingent upon City staff's and City Attorney's Office finalization for signature.

11. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Opposing Changes to Section 106 of the National Historic Preservation Act"

Council Direction

12. OPEN CALL TO THE PUBLIC

13. ANNOUNCEMENTS AND UPDATES TO/FROM COUNCIL AND CITY MANAGER

14. ADJOURNMENT

_____ *hereby certifies that the foregoing notice and agenda was published on* _____.

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.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Action on Liquor License Application: Juanita Alicia Esparza "Taqueria Rojas Mexican Restaurant" 3518 E Route 66, Suite 111., Series 12 (Restaurant), New Application

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 of 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. Taqueria Rojas Mexican Restaurant is a new business in Flagstaff. If approved, it will be one of 90 series 12 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on October 8, 2026, and the Police Department and Planning and Development Services divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:
Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:
Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
Series 12 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

11/5/2026

Juanita Alicia Esparza
P.O. Box 1189
Tolleson, AZ 85353
Aeliquorlicense@gmail.com

Dear Juanita,

Your application for a Series 012 (Restaurant) Liquor License for Taqueria Rojas Mexican Restaurant at 3518 E Route 66, Suite 111, Flagstaff, AZ was posted on October 8, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **November 17, 2026, 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)or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application expired on October 28, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at Jessica.Matias@Flagstaffaz.gov .

Sincerely,

Jessica Matias
Acting 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).

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

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-047

TO: **Jessica Kelly**

FROM: **Detective Hyde #600**

DATE: **November 3, 2026**

RE: **New Application – Series 012 Liquor License Application – Taqueria Rojas Mexican Restaurant**

On November 3rd, 2026, I initiated an investigation into a new application for a Series 012 (restaurant) liquor license from Juanita Alicia Esparza (Agent), Karina Arizmendi Beltran (Controlling Person), and Maribella Rojas Ocampo (Controlling Person) on behalf of Taqueria Rojas Mexican Restaurant located at 3518 E Route 66, Ste 111, Flagstaff, AZ 86004. This is for a new application, and the application number is 414212.

I conducted a query through local systems on Juanita, Karina, and Maribella. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and discovered 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.

Planning and Development Services Memorandum

To: Jessica Kelly, on behalf of Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: October 5, 2026

Re: Application for Liquor License #414212
3518 E Route 66 Suite 111, Flagstaff, AZ 86004
Assessor's Parcel Number 108-06-005G
Juanita Alica Esparza on behalf of Taqueria Rojas Mexican Restaurant

---

This application is a request for a new Series 012 Restaurant liquor license by Juanita Alica Esparza on behalf of Taqueria Rojas Mexican Restaurant. 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.

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.


Taqueria Rojas
Mike & Ronda's The Place Restaurant East
American
Park Santa Fe
Shopping mall
Historic Rte 66
S Fanning Dr
E Industrial Dr
Alamo Fence Company, Inc
N Fanning Dr
40

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with AZ Wastewater Industries in the amount of $361,330.26 for the purchase of one (1) Model 800 HPR Truck Mounted High Pressure Sewer Cleaner for the Wastewater Collection Section.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $361,330.26 including fees and taxes, for one (1) Model 800-HPR Truck Mounted High Pressure Truck Mounted Sewer Cleaner for the Wastewater Collection Section; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This new unit will replace an existing unit for the Wastewater Collection Section that has reached its end of life and met all utilization criteria. The existing and proposed equipment is used daily for routine and emergency response, during and after hours, for sanitary sewer system maintenance. Water Services has a large wastewater collection system and this new unit will assist staff's efforts to keep up with ever-growing community demands by ensuring that we have the right equipment, tools, and staff to meet the community demands. The ability to maintain the wastewater collection system is directly related to the health and safety of the citizens of Flagstaff. This request was presented to and approved by the Fleet Management Committee and is funded in the FY 2026-27 budget.

Financial Impact:

Project Name: Water Services Purchase of Model 800-HPR Truck Mounted High Pressure Sewer Cleaner from AZ Wastewater Industries, Inc.
Cost: $361,330.26
Account Number Budgeted: 203-08-313-1133-0-4401, $425,000 in the FY2026-27 budget
Funding Source: Wastewater Fund

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve the contract as recommended.
2. Do not approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. and provide alternative procurement direction to staff.

Background and History:
The existing unit has reached the end of its useful life. Fleet staff reviewed its age, utilization, and maintenance history and confirmed it meets the City's replacement criteria. The new unit will give the Wastewater Collection Section dependable equipment for routine and emergency sanitary sewer maintenance and reduce the risk of service interruptions caused by breakdowns. The existing unit will be disposed of according to City surplus procedures once the new unit is in service.

Procurement Justification: Cooperative contract with Agency contract attached.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs.
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

Connection to Regional Plan:
Goal WR.4 - Logically enhance and extend the City's public water, wastewater, and reclaimed water services, including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services

Connection to Carbon Neutrality Plan:
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Connection to 10-Year Housing Plan:
None.

Attachments: FMC Fleet Form
Contract

City Fleet and Equipment Request Form

Step 1: Division submits request form with Representative signature.

Complete Section 1 for **ALL** requests.

Replacement Request: complete Sections 1, 2, and 5.

New or Surplus Request: complete Sections 1, 3, and 5.

Share Request: complete Sections 1, 4, and 5.

Share Request is when sharing for more than 1 day per week for 6 months or longer from a separate Division.

Date: 10-14-2025

Submitter Name: Patrick O'Connor

Division/Section Name: Water Services / Wastewater Collection

Request Timing:
- [x] Fiscal Year Request
- [ ] Mid-Year Request

Request Type:
- [x] Replacement Request (Complete Section 1,2 & 5)
- [ ] New or Surplus Request (Complete Section 1,3 & 5)
- [ ] *Share Request (Complete Section 1, 4 & 5)

Provide account number: 203-08-313-1133-0-

Grant Funding? Y [ ] N [x]

Grant Amount ($): n/a

Section 1: Complete this section for All Requests

1. Describe the tasks required for the vehicle and/or equipment to perform.
   All duties associated with the wastewater collection system.

2. How many employees will use this vehicle and/or equipment?
   Up to 24 Operators potentially if needed.

3. Estimated frequency of use (days per week and hours per day)?
   5 plus days per week and 7 plus hours per day.

4. Estimated miles used per week?
   100 (primary tracking through engine hours)

5. Outfitting needs including what is needed and estimated cost(ex. toolbox, ladder rack, truck topper). Is the amount included in budget?
   Emergency lighting, specialized toolboxes, etc. Will be budgeted separately.

6. Towing needs (what will be towed, frequency, typical/max weight):
   n/a

7. Off road needs including how often this will be used off road?
   Yes, approx. 30% due to the placement of our utilities.

City Fleet and Equipment Request Form

8. Upfitting needs including what is needed and estimated cost. Amount included in budget request?

Outfitting mention above

9. What alternatives have been considered? (check all that apply)

- [ ] Rental
- [ ] Outside Contractor
- [ ] Share
- [ ] Other Agency
- [ ] Pool
- [x] Rotate Vehicle Amongst Staff
- [x] None Available

Section 2: Complete this section for Replacement Requests

1. Name and Number of vehicle and/or equipment to replace:

Sterling Combination truck S4-015

2. Attach a picture of the current vehicle/equipment.

- [ ] Attach separately when submitting this PDF

3. Current miles/hours on the vehicle? (if no miles, answer N/A)

65,789 miles / over 10,500 hours

4. Percent of Use (when no miles or hours available

5. Has this vehicle and/or equipment been identified as underutilized this past year?

Yes [ ] No [x]

6. Why does the vehicle and/or equipment need to be replaced?

Age, engine hours, LTD maintenance, part availability, etc.

7. Has the vehicle and/or equipment been deemed unrepairable by Fleet Services and/or City's Insurance Provider?

Yes [ ] No [x]

8. Ability to replace with electric, plug-in hybrid and/or hybrid vehicles and/or equipment?

Yes [ ] No [x]

9. Are you able to use a smaller class size vehicle?

Yes [x] No [ ]

Comments:

We are proposing to replace this dual function combo truck with a hydro-jetter.

10. Do you have sufficient fuel and maintenance budget to meet the needs of this vehicle and/or equipment (reminder: The Fleet Manager can provide assistance in answering this question.

Yes [x] No [x]

Comments:

203-08-313-1133-0-

Section 3: Complete this section for New and Surplus Requests

1. What has changed operationally to create the need for a new or surplus vehicle and/or equipment?

2. Is there a fuel and maintenance budget for this vehicle

Yes [ ] No [ ]

Section 4: Complete this section for Share Requests

City Fleet and Equipment Request Form

1. Which Division/Section/ Program are you requesting to share with?
2. List the vehicle and/or equipment number.
3. How long do you anticipate you will share the vehicle and/ or equipment?

Section 5: Add any additional justification and sign and date the form.

Any additional justification can be attached via memorandum.

*Division Representative will sign and date before submitting to Fleet Management.

Division Representative Signature/Date: Patrick O'Connor / 10-14-2025

Identify specifications and all representatives sign upon agreement.

The Fleet Manager will schedule a meeting with the Division and Sustainability to identify specifications. These signatures are required before added to a Committee agenda.

Vehicle Type: Sewer Equipment of America - 800HPR Pressure Cleaner

Fuel Type: ☐ Electric Vehicle ☐ Plug-in/Hybrid ☐ Hybrid ☑ Internal Combustion Engine (ICE)

Weight Capacity: n/a

Cargo Space: Single / Regular cab

2-wheel/4-wheel drive: 2-wheel drive

Outfitting: Yes ☑ No ☐

Upfitting: Yes ☐ No ☑

Estimated cost of vehicle and/or equipment: $400,000 to $425,000

Describe which full electric, plug-in-hybrid and/or hybrid options were considered. If not appropriate, explain why: No options available for this class of vehicle.

Division Representative Signature: Patrick O'Connor

Sustainability Representative Signature:

Fleet Management Representative Signature: Jennifer Brown

City Fleet and Equipment Request Form

Committee Voting Process is completed and documented.

Date reviewed by Fleet Management Committee:

Approved: ☐ Yes ☐ No

Comments:

Committee Chair or Co-Chair Signature:

Fleet Request recommendation is forwarded to Budget Team for consideration and the funding decision

Date reviewed by Budget Team:

Approved: Yes ☐ No ☐

Vehicle/Equipment Budgeted Amount: $

Account Number:

Budget Team Signature:

When the Division requests an appeal of the fleet request recommendation and outcome is documented.

Date notified of Division Appeal:

Reason for Division Appeal:

Attach any supporting documentation for the appeal.

Approved: Yes ☐ No ☐

Explanation of basis for decision:

City Manager or Designee Signature

City Fleet and Equipment Request Form

THIS SECTION FOR FLEET SERVICES ONLY

1. Has the replacement criteria been met (refer to Vehicle and Equipment Minimum Utilization Standards by Class)?
2. Original Purchase Cost: _____
3. Last year maintenance cost: _____
4. Lifetime maintenance cost: _____
5. Projected labor cost: _____
6. Estimated cost of replacement: _____

Replacement Criteria (Years/Miles/Hours/% of use
1 point = Meets one criteria
2 points = Meets two criteria

Life to Date Repair Costs
1 Point = Over 100% of purchase price
2 Points = Over 125% of purchase price
3 Points = Over 150% of purchase price

Vehicle/Equipment Evaluation -estimated repair costs
1 Point = Over 10% of purchase price
2 Points = Over 15% of purchase price
3 Points - Over 20% of purchase price

Special Considerations/Justification * Requires Committee Vote
1 Point - Low Priority
2 Points - Medium Priority
3 Points - High Priority

COOPERATIVE PURCHASE CONTRACT

Contract No. 2027-488

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and AZ Wastewater Industries, Inc., a Nevada corporation (“Contractor”), shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, Contractor is a fully authorized vendor of Sewer Vacuum, Hyrdo-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies;

WHEREAS, a competitive and open procurement process was conducted through Sourcewell RFP #021726 that resulted in Sourcewell Master Agreement #021726 with Sewer Equipment Co. of America (“Agency Contract”);

WHEREAS, Contractor is Sewer Equipment Co. of America's authorized regional distributor for Arizona; and

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

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

AGREEMENT

1. Materials and/or Services Purchased

Contractor shall provide to the City the materials and/or services as specified in the Quote attached hereto as *Exhibit A* and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

Model 800-HPR Truck Mounted High Pressure Sewer Cleaner on a Freightliner M2-106 Truck

2. Terms and Conditions of Agency Contract Apply

1. All provisions of the Agency Contract, attached hereto as *Exhibit B,* including any amendments, are incorporated in, and shall apply to this Contract as though fully set forth herein.
2. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.
3. To the extent any term or condition in this Contract conflicts with a term or condition in the Agency Contract or Quote, the term or condition in this Contract will control.

3. Compensation

3.1 Payment

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed Three hundred sixty-one thousand three hundred thirty dollars and twenty-six cents ($361,330.26), including fees and taxes; made in accordance with the Quote and price list and terms set forth in the Agency Contract.

3.2 Formal Amendment Required

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve any amendment if the total amount of the approved amendments is less than $100,000; otherwise, City Council approval is required.

4. Term, Renewal, and State Provisions

4.1 Contract Term

A. The underlying Agency Contract expires on June 11, 2030.

B. The Contract will be effective as of the date signed by both parties and terminate upon delivery and acceptance of the materials and/or services identified in the Quote by the City, unless terminated pursuant to the provisions of the Contract. Warranty, insurance, indemnification, and any other provisions requiring post-contract performance shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.

4.2 Choice of Law and Venue

This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding or litigation arising out of or relating to this Contract will be conducted in Coconino County, Arizona. Contractor hereby submits itself to the original jurisdiction of the courts located within Coconino County, Arizona. Each Party waives any objection it may now or hereafter have to venue or to convenience of forum.

4.3 Public Records

The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential,” the City will endeavor to notify Contractor prior to release of such information.

4.4 No Boycott of Israel

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

4.5 Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

4.6 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

4.7 Immigration Laws

Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

4.8 Forced Labor of Ethnic Uyghurs

Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

5. Insurance

All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Nathan Naliborski
Public Works - Fleet Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:nnaliborski@flagstaffaz.gov
Phone:(928) 699-0469

To the Contractor:
Scott Hall, President
AZ Wastewater Industries, Inc.
3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009
Email: scott@usa-awi.com
Phone: (928) 778-9359

With a copy to:
Josh Linam
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

CONTRACTOR

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

Exhibits List

A - Quote

B - Agency Contract

Exhibit A

Quote

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.usa-awi.com

ARIZONA LOCATION:
3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

NEVADA LOCATION:
61 Spectrum Blvd
Las Vegas, NV 89101

QUOTE

Quote No.	**28072**
Quote Date	11/2/2026
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Factory
Prices Good For	60 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001
Attn: Accounts Payable

Item	Item Description	Qty	Unit Cost	Total
800-HPR	Model 800-HPR Truck Mounted High Pressure Sewer Cleaner per the attached specifications	1	235,405.00	235,405.00T
Discount-Sales	Sourcewell Contract # 021726-SCA Discount 3%		-3.00%	-7,062.15
Chassis	Freightliner M2-106 Single Axle B6.7 / 250 HP	1	98,266.00	98,266.00T
Freight Charge	Freight Charges to Apply	1	5,000.00	5,000.00

Subtotal	$331,608.85
Sales Tax (9.1%)	$29,721.41
Total	**$361,330.26**

3.5% credit card processing fee will be applied to all invoices paid with credit card

SEWER EQUIPMENT CO. of AMERICA

Sourcewell Awarded Contract
Contract # 021726-SCA

AWI

800-HPR ECO Series IV Truck Jet

Rear Compartment Options:

- Giant 65 GPM @ 2000 PSI w/30 Min Run Dry Capability
- Hydrostatic Drive Via Trans Power PTO
- Hydraulic Pressure Guage
- Lighted NEMA 4 Control Panel
- Tachometer / Hour Meter
- Air Purge Valve
- Recirculation System at Highway Speed
- Painted Steel Shroud Enclosure w/3 Roll-Up Doors
- Midship Water Manifold System
- Consolidated Water Drain System
- 80,000 BTU Compartment Heater

Hose Reel & Hose Option:

- Telescoping & Rotating Safety Reel w/700' Capacity of 1" Hose

Tank & Fill:

- 1500 Gallon Duraprolene™ (Black) Water Tank w/10 Year Warranty
- 2.5" Fill System

Truck:

- Mounting to Approved Chassis
- Mudflaps & Aluminum Side Skirting
- Bumper / Hitch Receiver
- Aluminum Underbody Toolboxes (2) Per Side, (1) Rear
- D.O.T. Approved LED Lighting

Nozzles & Accessories:

- 10' Leader Hose
- BB Hose Guide
- Chisel Point Penetrating Nozzle
- Dual Degree Flushing Nozzle
- Finned Nozzle Extension
- Nozzle Rack
- 25' Fill Hose
- Washdown Gun w/25' Ext. Hose
- Upstream Pulley Guide
- Operations, Maintenance, Safety Manuals

BASE UNIT AS OUTLINED ABOVE

STANDARD OPTIONS:	QTY
REAR COMPARTMENT OPTIONS:	
UPGRADE WATER PUMP TO GIANT 80GPM @ 2,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY	1
HYDRAULIC TOOL CIRCUIT - (9.5GPM w/ hand control valve, quick connects, and hydraulic heat exchanger)	1
WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL	1
HOSE REEL AND HOSE OPTIONS:	
1" ID x 2,500 PSI OPERATING PRESSURE - PER FT	600
AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION	1
DIGITAL REFERENCE DISTANCE METER ±10% ACCURACY	1
DIGITAL 'SMART COUNTER' FOOTAGE METER ±3% ACCURACY	1
TANK & FILL OPTIONS:	
FILL HOSE STORAGE RACK	1
2" WYE-STRAINER ON INLET FILL SYSTEM	1
ELECTRICAL & LIGHTING:	
LED COMPARTMENT LIGHT	1
LED MANHOLE AREA WORK LIGHT MOUNTED ON HOSE REEL	1
LED WORK LIGHT PACKAGE (4 lights total - 1 light right side of shroud, 1 light left side of shroud, and 2 lights on rear)	1
LED STROBE LIGHT PACKAGE (8 lights total - 2 lights in grill, 2 lights right side of shroud, 2 lights left side of shroud, and 2 lights on rear)	1
LED ARROW BOARD	1
HAND-HELD WIRELESS LED SPOTLIGHT (rechargable with 12v and 110v and includes storage bracket)	1
WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retreive, throttle up/down, water on/off, water pressure up/down, hose reel speed up/down, water pressure display, and kill switch)	1
WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)	1
PAINT:	
SHROUD - UNPAINTED ALUMINUM OR STEEL PAINTED WHITE (specify custom color in special options) HOSE REEL & UPRIGHT - STANDARD SEWER BLUE (specify custom color in special options) FRAME & FENDERS - STANDARD BLACK (not customizable) SHROUD DECAL - STANDARD SEWER BLUE (specify custom color in special options)	1
TRUCK MOUNTING AND TOOL STORAGE OPTIONS:	
AIR PURGE SYSTEM (powered via chassis air system)	1
REAR BACKUP CAMERA W/ 7" COLOR MONITOR MOUNTED IN CAB	1

REAR DOOR ACCESS (step mounted on rear bumper and grab handle on shroud)	1
TOW PACKAGE (10,000 lbs. maximum towing capacity with Reese style receiever, brake controller, and 7 pin RV type receptical. Subject to chassis approval.)	1
SIX 28" D.O.T. SAFETY CONES AND HOLDER	1
LONG HANDLE TOOL STORAGE (two 4" tubes behind lockable shroud door)	1
ROOT CUTTER MAINTENANCE BOX (mounted inside underdeck toolbox)	1
MANUALS & TRAINING:	
TRAINING AT CUSTOMER'S LOCATION (1 day)	1
SPECIAL ITEMS:	
ADD FORWARD FACING DASHBARD CAMERA	1
REAR ROLL UP DOOR INDICATOR LIGHT	1
SPARE TIRE MOUNTED ON RIM	1

SIGNATURE DATE

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

A proposal for
SEWER EQUIPMENT CO OF AMERICA BB

Prepared by
TRUCK COUNTRY OF IOWA, INC.
Andy Ruden

Feb 14, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-029	SPECPRO21 DATA RELEASE VER 029		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
Truck Service			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
	AF3-2AA	SEWER EQUIPMENT COMPANY		
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine				
	101-21U	CUM B6.7 250 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters				
	79A-075	75 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79G-104	5 MINUTE IDLE SHUTDOWN - TIMER RESET WITH CLUTCH AND SERVICE BRAKE		
	79K-014	PTO MODE ENGINE RPM LIMIT - 1800 RPM		
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
N	79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	79S-008	PTO MODE CANCEL VEHICLE SPEED - 25 MPH		
	79U-008	PTO GOVERNOR RAMP RATE - 300 RPM PER SECOND		
	79W-001	ONE REMOTE PTO SPEED		
	79X-003	PTO SPEED 1 SETTING - 800 RPM		
N	80G-006	PTO MINIMUM RPM - 825		
	80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
	80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
	80V-005	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST, STATIONARY		
Engine Equipment				
	99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
	99D-010	NO 2008 CARB EMISSION CERTIFICATION		
	13E-001	STANDARD OIL PAN		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		
	014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
	84F-018	S7 ECONOMY LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84G-016	2400 RPM PRIMARY MODE SHIFT SPEED		
	84H-016	2400 RPM SECONDARY MODE SHIFT SPEED		
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
	34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
*	362-306	CHELSEA PTO - CHL280GCFJP B5XD	50	
		CHELSEA PTO MODEL 877XAFJP-M3XV (NEEDED FOR RATIO AND TORQUE LOAD)		
	363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

	400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
	402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
	403-002	NON-ASBESTOS FRONT BRAKE LINING		
	419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
	427-001	FRONT BRAKE DUST SHIELDS	5	

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
	409-006	FRONT OIL SEALS		
	408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
	405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	536-050	TRW THP-60 POWER STEERING		
	539-003	POWER STEERING PUMP		
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension				
	620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment				
	420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE		
	421-614	6.14 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
*	386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
		NO DRIVELINE U-JOINTS FROM BOX CROSSMEMBER CENTERLINE TO 30 INCHES, HANG FROM 562 CROSSMMEBER IF POSSIBLE. REFERENCE SN LU0778		
	423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	433-002	NON-ASBESTOS REAR BRAKE LINING		
	434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
	425-002	REAR BRAKE DUST SHIELDS		5
	440-006	REAR OIL SEALS		
	426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
Rear Suspension				
	622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
	621-001	SPRING SUSPENSION - NO AXLE SPACERS		
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System				
	018-002	AIR BRAKE PACKAGE		
	490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	479-012	AIR DRYER MOUNTED UNDER HOOD		
*	460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
		STACK ON INSIDE LH RAIL. REFERENCE SN LU0778		
	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Wheelbase & Frame				
	545-412	4125MM (162 INCH) WHEELBASE		
	546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	-70	110
	552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
	55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 96.85 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 93.85 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 264.37 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 67.81 in		
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 44.45 in		
	553-001	SQUARE END OF FRAME		

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
	587-003	REAR TOW HOOKS		10
	550-001	FRONT CLOSING CROSSMEMBER		
	559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
*	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
		563-331: STD MIDSHIP 31 XMBRE MTD 785MM (31") FROM BOC		
	572-001	STANDARD REARMOST CROSSMEMBER		
	565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment				
	556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
*	606-294	DRLG PREP FOR SEC PER DWG SEC CHAMPION 32-36 YD, REV 2, 08/17/2018		
		606-585: DRILLING PREP FOR SEWER, 80654-07-K, REV 2/09/2022		
*	601-020	3D STEP VEHICLE MODEL		
		SEND EMAIL TO johndietz@sewerequipment.com		
	607-1AA	CLEAR FRAME BOTH RAILS (A) FROM TRANSMISSION PTO OPENING TO MINIMUM 30 INCHES BACK OF CAB (INSIDE/BELOW) AND (B) FROM BACK OF CAB TO REAR SUSPENSION (OUTBOARD)		
Fuel Tanks				
	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	218-005	RECTANGULAR FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-12C	HANKOOK AL21 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 6.13 INSET 2-HAND HD STEEL DISC FRONT WHEELS	40	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		80
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

	Data Code	Description	Weight Front	Weight Rear
	312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	302-047	LED AERODYNAMIC MARKER LIGHTS		
	311-001	DAYTIME RUNNING LIGHTS		
	294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
	300-015	STANDARD FRONT TURN SIGNAL LAMPS		
N	744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
	797-001	DOOR MOUNTED MIRRORS		
	796-001	102 INCH EQUIPMENT WIDTH		
	729-001	STANDARD SIDE/REAR REFLECTORS		
	677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
	768-043	63X14 INCH TINTED REAR WINDOW		
	661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
	654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
	663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
	659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior				
	055-019	RUGGED TRIM PACKAGE		
	707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
	70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
	706-013	MOLDED PLASTIC DOOR PANEL		
	708-013	MOLDED PLASTIC DOOR PANEL		
	772-006	BLACK MATS WITH SINGLE INSULATION		
	785-023	ASH CUP AND LIGHTER		
	691-001	FORWARD ROOF MOUNTED CONSOLE		
	693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
	738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	742-007	(2) CUP HOLDERS LH AND RH DASH		
	680-029	M2/SD DASH		
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
	701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6148 lbs	3890 lbs	10038 lbs
Total Weight+	6148 lbs	3890 lbs	10038 lbs

Extended Warranty

WAG-074	TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES

(+) Weights shown are estimates only.

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



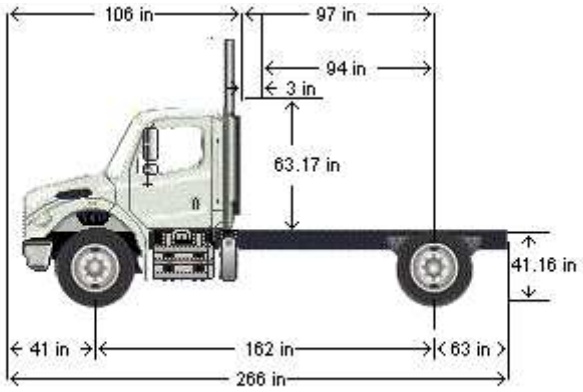
Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 4125MM (162 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	96.9
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	93.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	159.8
Cab Height (CH)	63.2
Wheelbase (WB)	162.4
Frame Overhang (OH)	63.0
Overall Frame Length	264.4
Overall Length (OAL)	266.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.2

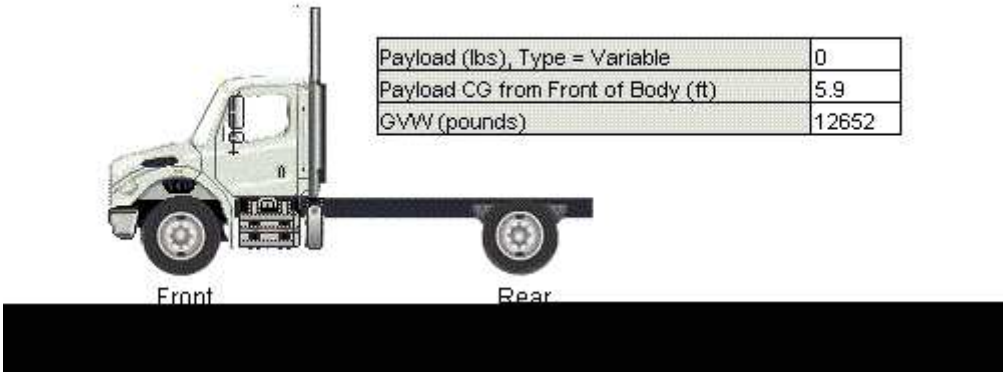
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

TRUCK WEIGHT



Payload (lbs), Type = Variable	0
Payload CG from Front of Body (ft)	5.9
GVW (pounds)	12652

VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs) 12000.0
Expected Pusher Axle(s) Load (lbs) 0.0
Expected Rear Axle(s) Load (lbs) 21000.0
Expected Tag Axle(s) Load (lbs) 0.0
Expected GVW (lbs) 33000
Expected GCW (lbs) 0.0
Wheelbase (545) ..... 4125MM (162 INCH) WHEELBASE
Pusher / Tag Axle (443) ..... NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in) 65.551
Cab to Body Clearance (in) 3.0
Front Axle to Body (in) 68.551
Truck Configuration (AA3) ..... SEWER/INDUSTRIAL VACUUM BODY
  Body Length (ft) 11.8
  Body Weight (lbs) 1700.0
  Body Horiz CG from Body Front (ft) 5.5
  Body Front to Rear Axle(s) CL (ft) 7.82
Driver Weight (lbs) 500.0
Driver Horizontal CG from Front Axle (in) 46.302
Left-Hand Primary Fuel/Hydraulic Tank (204) ..... 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
  Left Fuel Tank Horizontal CG (in) 84.2915
Right-Hand Primary Fuel/Hydraulic Tank (206) ..... NO RH FUEL TANK

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Right Fuel Tank Horizontal CG (in) 0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	6148	3890	**10038**
Fuel / Oil	191	223	**414**
Driver	357	143	**500**
Dealer Installed Options	0	0	**0**
Accessories Total	0	0	**0**
Body Tare	292	1408	**1700**
Truck Tare Weight	**6988**	**5664**	**12652**
Payload Total	0	0	**0**
Calculated Axle Loads	**6988**	**5664**	**12652**
Expected Axle Loads / GVW	12000	21000	**33000**
GAWR / GVWR	12000	21000	**33000**
Payload CG From Front of Body		5.9 feet	
Payload CG From Front Axle		11.6 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Item	Front(s)	Rear(s)	Total
Chassis Tare	6148	3890	**10038**
Fuel / Oil	191	223	**414**
Driver	357	143	**500**
Dealer Installed Options	0	0	**0**
Accessories Total	0	0	**0**
Body Tare	292	1408	**1700**
Truck Tare Weight	**6988**	**5664**	**12652**
Payload Total	0	0	**0**
Calculated Axle Loads	**6988**	**5664**	**12652**
Expected Axle Loads / GVW	12000	21000	**33000**
GAWR / GVWR	12000	21000	**33000**
Payload CG From Front of Body		5.9 feet	
Payload CG From Front Axle		11.6 feet	
Payload Distribution		Variable	
All weights displayed in pounds			



Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566



Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA, INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Exhibit B

Agency Contract

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

MASTER AGREEMENT #021726
CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies
SUPPLIER: Sewer Equipment Co. of America

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Road, Dixon, IL 61021 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in #021726 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
      a. Sewer vacuums;
      b. Sewer jetters and rodders;
      c. Hydro or air excavation equipment;
      d. Combination sewer cleaning and hydro-excavation units;
      e. Dewatering, mud, trash, and centrifugal pumps;
      f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
      g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in sub-sections 1. a.- f. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/10/2026 | 12:23 PM CDT

Sewer Equipment Co. of America

Signed by:
Vanessa Gomez
00882D470FB3467...

By: _____
Vanessa Gomez
Title: Inside Sales Manager

Date: 6/10/2026 | 11:47 AM CDT

Docusign Envelope ID: 907F062D-982E-8A3C-83D0-E98B424BA2FE

RFP 021726 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Vanessa Gomez
Email:	vanessagomez@sewerequipment.com
Phone:	815-631-4134
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday January 07, 2026 10:54:06
Submitted On:	Tuesday February 17, 2026 11:40:52
Submitted By:	Vanessa Gomez
Email:	vanessagomez@sewerequipment.com
Transaction #:	bf310953-c454-42b9-81db-0c18310d0635
Submitter's IP Address:	69.15.33.11

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Sewer Equipment Co. of America	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Sewer Equipment Rock Rentals	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	H3JEA2FT8L66	*
5	Provide your NAICS code applicable to Solutions proposed.	333318	
6	Proposer Physical Address:	1590 Dutch Rd. Dixon, IL 61021	*
7	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Vanessa Gomez Inside Sales Manager 1590 Dutch Rd Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Vanessa Gomez Inside Sales Manager 1590 Dutch Rd Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Business Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	"Best Product, Best Local Support" isn't just our tagline—it's our commitment to delivering equipment our customers can rely on and support they can count on. Sewer Equipment is known for building rugged, innovative machines that are intentionally simple to operate and maintain, Helping crews work more efficiently and reduce downtime. In a market where complexity often creates cost, we focus on practical design that delivers real-world performance. What truly sets Sewer Equipment apart is the unmatched breadth of our product line. Our comprehensive offering allows our sales team and distributor partners to sell consultatively—matching customers with the right solution for their specific application, not forcing a one-size-fits-all approach. No other manufacturer offers such a complete portfolio, including full-size combination (jet/vacuum) trucks, mini combo units, water-recycling combination trucks, large and small truck- and trailer-mounted jetters, rodders, easement machines, sewer cleaning accessories, and purpose-built hydro and air excavation trucks in every size class. This breadth means one trusted partner for all your sewer and excavation equipment needs. With more than 85 years of experience, our success is built on continuous innovation and proven results. Our roots trace back to 1941, when founder H.T. O'Brien revolutionized drain cleaning with the introduction of the rotating, spring-tipped rod. That spirit of innovation carried through decades of advancement, from trailer-mounted rodders to the development of modern sewer jet trucks and water-powered root cutting technology. Our growth continues to be driven by customer demand. In 2012, we expanded into a 122,000-square-foot manufacturing facility in Dixon, Illinois, enabling the launch of the 900-ECO combination sewer cleaner in 2015. In 2024 we expanded our Dixon facility and now operate a 175,000-square-foot manufacturing facility. In 2025 we opened our brand new 23,000 sg ft after market parts facility which will also make more room available for manufacturing in our original plant. 2026 will see the introduction of a new line of hydroexcavators to complement our current offering.
12	What are your company's expectations in the event of an award?	As in the past, we will host a video conference with all distributor sales personnel and direct sales personnel, reiterating the terms of the contract and calling attention to any changes and updates. E-mail / social media blasts to dealers and end users will also be utilized. Regional business managers are also responsible for quarterly meetings with each dealer principle and sales manager, in which the contract would also be discussed.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Sewer Equipment has demonstrated a consistent track record of growth and profitability. In 2024 and 2025, we achieved the two highest revenue years in our company's history.
14	What is your US market share for the Solutions that you are proposing?	Our U.S. market share data for Combination Trucks, Truck Jets, and Hydro-Excavation Trucks is based on reporting from the Association of Equipment Manufacturers. 2022 2023 2024 2025 Y.T.D. 1) Combination Sewer Cleaners 13.1% 18.2% 18.2% 23.4% 2) Truck Jets 58.9% 47.4% 56.7% 66.2% 3) Trailer Jets 36.4% 68.7% 76.8% 67.3% 4) Hydro-Excavation Trucks 5.5% 7.6% 17.2% 13.6%
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian Market Share data listed here for Combination Trucks, Truck Jets, and Hydro-Excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. 2022 2023 2024 2025 Y.T.D. 1) Combination Sewer Cleaners 1.8% 8.5% 14.6% 13.6% 2) Truck Jets 20.0% 50.0% 100% 50% 3) Trailer Jets 0% 50.0% 100% 66.7% 4) Hydro-Excavation Trucks 5.8% 2.4% 2.2% 5%
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Sewer Equipment has never petitioned for bankruptcy protection.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary go-to-market strategy is through our distributors, who are typically responsible for serving municipal entities across an entire state or multiple states, provinces, or countries. We currently have distributors in 49 U.S. states, seven provinces in Canada, and two international markets. The only exceptions are certain states or provinces that are currently in a transitional phase. We currently employ 4 Regional Business Managers who manage our dealer network.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Sewer Equipment Company of America is a United States–based corporation organized under the laws of the State of Illinois. The company is registered with the Illinois Secretary of State (File No. 50370119). Federal and State Identification Numbers Federal Employer Identification Number (FEIN): 36-2786536 Illinois Certificate of Resale Number: 0252-2705 Dealer and Manufacturing Licenses As a manufacturer of mobile equipment intended for operation on United States highways, Sewer Equipment maintains the following Illinois dealer licenses: Dealer License DL1582 – Trucks Dealer License DLT1419 – Trailers In addition, each authorized Sewer Equipment dealer maintains the required dealer licenses within their respective territories in accordance with applicable state and local regulations.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Sewer Equipment has not been debarred or suspended from participation in any public transactions—federal, state, or local—during the ten-year period preceding this bid.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	-Several magazine articles including July 2021 in The Municipal, featuring an article "Moving Beyond Transactional Relationships Towards Partnerships"	*
21	What percentage of your sales are to the governmental sector in the past three years?	(2022) 57%, (2023) 53%, (2024) 49%, (2025) 72%	*
22	What percentage of your sales are to the education sector in the past three years?	<1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sewer Equipment does not currently hold any other cooperative purchasing agreements.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA - (2022) $70,000 (2023) $77,000 (2024) $79,000 (2025) $83,000 DLA - 2022-2025 $0 sales	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Atlanta GA	Nicole Weems	404-424-1275	*
City of Grand Rapids MI	Chad Reul	616-456-4172	*
Anchorage Water and Wastewater Utility	Jerry Pierce	907-550-5947	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sewer Equipment employs 4 regional business managers; northeast, southeast, central, and western. They are responsible for management of our dealer network. We also employ 4 inside sales people to support the dealer network. A team of 9 direct salespeople serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). One full time demonstration specialist assists regional sales managers and distributor salespeople to allow our customers to "try it before they buy it". In recent years, each distributor owns their own demonstration trucks and trailers, so the responsibility for demonstrations has largely shifted to them, allowing a quicker local response to customer needs.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our distributor network consists of 17 distributors in the U,S,, 3 in Canada, and 2 in Mexico. See "Dealer Territory Map (12.19.25)" in additional documents section. As a premium specialty product, the Sewer Equipment line receives significant focus from our distributors, who typically dedicate 65% or more of their efforts to our offerings. In the past 5 years, Sewer Equipment has developed and implemented a very structured program to ensure the professionalism and consistency of our distributor sales forces. We have produced walkaround videos and scripts illustrating the proper way to present each one of our products. Attending and successfully completing our dealer walkaround 101 and 102 certification, based on these videos, is compulsory for any dealer personnel involved with sales of our product. This is not a rubber stamp affair, with many attendees having to make return trips to achieve a passing grade. This has elevated the proficiency of our distributors tremendously and assures our goal of, "One Voice, One Message" from coast to coast. Dealer salespeople must also complete Sales Principles 101 and 102, a sales training program specific to our industry and products. Finally, all sales managers must successfully complete our Proactive Sales Management program. We also have a highly developed library of videos on our dealer portal starting with "Sewer 101" - the basics for rookies, training on vacuum and water pressure, highly detailed competition videos, and detailed videos on the design and construction of our products. The end result is a highly trained, decentralized salesforce. Gone are the days of a dealer salesperson waiting weeks for their factory representative and demonstration specialist to show up for the big demo. They are 100% equipped to conduct it themselves in a timely manner; ultimately leading to a better experience for the prospective customer. See "Dlr Training Vid....." images in Additional Documents Folder for a representation of our training materials.	*

28	Service force.	With 20 distributors of varying size in the U.S. and Canada, we have approximately 185-200 service personnel available for our products. As in the past, each distributor is required to maintain at least two technicians certified through Sewer University, a multi-day training program regularly held at our headquarters in Dixon, Illinois. As a result, 99% of customer service needs are handled directly at the distributor level. Although it is a rare exception, corporate service technicians are made available in the case of extenuating circumstances. For customers in remote regions, we offer a relatively unique level of flexibility by providing warranty coverage through a third-party repair facility of the customer's choice, or by reimbursing customers who perform simple warranty repairs themselves. This option is especially popular in rural areas of the western United States and is made possible by our straightforward product designs and strong factory technical support. A new program that we have developed is our Truck Country "Fleet Uptime" program. This covers all Daimler (Freightliner & Western Star) chassis purchased via Sewer Equipment. Because we are the largest consumer of Daimler Vocational chassis in the US, this program was developed to give our customers across the country outstanding service. When a customer chassis goes in to any authorized dealer, the customer can contact truck country via e-mail to receive expedited service on diagnosis, parts, and repair. Each chassis that we provide has a decal detailing the instructions to utilize this service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	No change here, except that our standard price pages now populate a 2nd Sourcewell tab that shows distributors all necessary figures including customer price, dealer cost, Sourcewell fee for dealer supplied content, etc. This eliminates any need for interpretation or manual calculations in the order and quoting process. Our goal is to keep this process simple and consistent. Distributors generate and deliver their own Sourcewell quotations to customers, clearly identifying the applicable Sourcewell discount. Distributors will accept customer purchase orders in accordance with the Sourcewell guidelines outlined in our Quick Start Guide. Once an order is secured from the end user, the distributor will place their order with Sewer Equipment and must include a copy of the customer's purchase order. The purchase order must reference the Sourcewell discount, the customer's Sourcewell member number, and our Sourcewell contract number. In simple terms: customers place orders with their authorized distributor, and the distributor places the order with Sewer Equipment as usual—following Sourcewell quote and order requirements. Our process has proven to give exceptionally quick turnaround and accurate results for both quotations and orders. This process is clearly explained in the attachment "Quick Start Guide for dealers-Sourcewell INTERNAL ONLY - rev13 1-21-26" found in Standard Transaction Document Samples folder.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service program begins with designs that focus on simplicity. Sewer Equipment intentionally avoids computers, circuit boards, and CANbus communication systems. This is a distinctly different philosophy from many equipment manufacturers that are designing increasingly complex and proprietary operating systems into their finished products so that customers have no option but to utilize factory authorized service outlets. Customers can maintain and repair their own equipment without the need for specialized diagnostic and repair tools, or utilize a local, general repair shop if they desire. If additional assistance is needed, customers can contact their local authorized distributor or call our corporate technical support team directly. We provide complimentary, lifetime technical phone support 24/7/365 for all of our equipment via a team of 4 technical representatives. This service is available to distributors as well as end users. Many issues can be resolved over the phone through simple operational guidance or minor mechanical adjustments, helping minimize downtime and service costs. Based on the machine serial number, the tech teams can retrieve all build records to assist with diagnosis. If a customer chooses to use utilize the dealer network for service, most can expect a dealer technician on-site within 24 hours, depending on location. A recent development in supporting the service side of our business is a new, 23,000 sq ft aftermarket facility that was completed 1/2 a mile from our manufacturing plant this year. Despite our tremendous recent growth, this parts and accessory addition has allowed us to maintain a 97% fill rate (defined as percentage of parts orders shipping within 3 days). Over 98% of stock orders ship same day, keeping both distributors and end users in a great position to minimize downtime. Add to this the fact that most dealers stock common wear items locally.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	This is simple. Sewer Equipment and our distributors love Sourcewell and lead with it. We have sought to make the quoting and ordering process as simple as possible for the customer, the distributor, and us. In terms of ability, we have nationwide coverage including Canada, our distributors are highly trained in promoting and utilizing the contract, and our internal staff is intimately familiar with every detail of the contract as it pertains to us	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All personnel, infrastructure, and operational procedures are fully established to support our products and provide comprehensive nationwide service and delivery. Our exclusive distributor network ensures consistent sales and service coverage across our territories. In Canada, our Regional Business Managers (RBMs) are actively working with dealers and customers to increase awareness and utilization of the Sourcewell contract where applicable. Their efforts are focused on helping customers move away from the traditional bid process when cooperative purchasing is available, simplifying procurement, reducing administrative time, and ensuring customers take full advantage of the contract's benefits and pricing structure.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Hawaii is the only geographic region not currently supported by an exclusive distributor. In that market, we partner with a non-exclusive reseller to assist with service needs and support the limited number of sales generated there, ensuring customers continue to receive reliable local assistance. Should the right opportunity present itself, we would certainly consider establishing a full-line dealer to further strengthen our presence and service capabilities in the region.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - All account types will have full access to our contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We make a quote cover letter and customer quick start guide availalble on our dealer portal. Dealers are encouraged to personalize and attach these documents to every Sourcewell quote that they issue. It is our experience that these documents decisively and proactively address 95% of questions that customers might have, leading to better contract adoption. See "Cover letter and Quick Start Guide" and also "Dealer Portal....." Images in Marketing Plan Folder We promote on social, website, blog content, email blasts, tradeshows. We train our dealers how to sell using the contract, talking points to end users, etc. We provide our dealers with literature documents focused entirely on the Sourcewell contract. -Product literature: display Sourcewell contract logo - brochures, -Website: Sourcewell contract logo present on main home page, blog content article specific to contract being awarded -Social: highlights | 2026 campaign to feature Sourcewell on our Sewer Equipment and Brand LinkedIn pages quarterly -Email blasts: highlighting Sourcewell contract award, trainings available for dealers -Dealer portal: all dealer personnel have access- several training documents available (i.e. training video, cover letter template for dealers to customize, quick start guide, pricing training video) -Within our dealer network, we award the top Sourcewell sales producer each year with an award and a trip for them and their spouse to a tropical location in conjunction with our annual Dealer Principal Meeting. -Tradeshows: display Sourcewell banners and table top feather flags as well as magnetic decals on units at specific shows such as WWETT Show -Field word of mouth: through our dealer network of over 22 NA dealers and their entire sales staff of over 150 salespersons -Co-op marketing program for our dealers: matched funds available for marketing spends -Quarterly check in meetings with our Sourcewell rep, Nick Trout: discussion topics include marketing initiatives and upcoming efforts -Promotion of all Sourcewell Academies to our dealer network - many of our dealers' salespersons attend and report back great value in the training -Video recording with Sewer Equipment Sales Manager, Tom Hochmuth and Sourcewell rep, Nick Trout, discussing the process and benefit of the contract	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	-Social: corporate and brand social media pages: Sewer Equipment + 4 brand LinkedIn and Facebook pages; recently launched Tik Tok and Instagram pages as well for our brands. Each brand has a "brand ambassador" which is a SE person responsible for creating consistent and frequent content. We meet and discuss metrics every 6 weeks. -Google ads -Website -Email blasts	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell provides the platform and contract to allow Sewer Equipment and our dealers to supply prospective customers with their needed solutions. It is Sewer Equipment's responsibility to market our product and contract. We have several training pieces for our customers and dealer partners. This includes recorded trainings by our regional sales managers available for training our dealers, documents explaining how to sell using the contract, talking points with end users, and how to submit the orders to Sewer Equipment.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We have not historically and are not offering a E-Procurement system at this time.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sewer Equipment distributors include complimentary operator training and basic maintenance training with each delivery. Most also offer complimentary lifetime follow up training to assure that new operators receive proper instruction. Although it is rare, customers that insist on training from factory certified personnel may purchase it at a rate of $2,208 for day 1 and $1,645 for additional days. Model Specific "Sewer University" maintenance and troubleshooting tech training is also available for each of our products. This program is aimed at mechanics and takes place at our Dixon IL facility. Prices vary and are listed on each model price page. Price includes hotel, meals, and study materials. Student is only responsible for price of class and travel expenses. Our company website lists all available dates. See "Training Schedule - In Person" in additional documents folder A source of advanced training is available via our partnership with Nezat Training and Consulting. Rusty Nezat, a well known and respected expert in our industry has developed a "Sewer 102" curriculum that teaches safety and Operational techniques. He has also developed a 900 ECO specific curriculum. Both of these programs are offered in several formats: 100% online, personal instruction via Zoom or Teams, and on-site in person. Due to the varying formats and minimum class sizes, etc., please see the Nezat price page for specifics. See "Training - Nezat Online" Image in additional documents folder	*
42	Describe any technological advances that your proposed Solutions offer.	We stay away from the phrase, "Technological Advances." In fact, the tagline for our premier product, the 900 ECO is, "Simple, Safe, and Reliable". We believe that high tech, highly automated equipment is not the best solution for an industry that revolves around rugged applications involving water. That being said, we have developed an electric easement machine, the model JAJ-E. This is a great solution for indoor applications. It is also getting attention from customers in arid regions that have concerns over grass fires. Because these units are primarily used off-road, the heat and exhaust from a traditional gas or diesel powered engine is a fire risk in dry grass and forest settings.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	See JAJ-E above. The Genesis Recycling Combination Truck should be considered for the technological advances section as well as this green initiative. This truck is a result of a relationship with Cappellotto, an Italian manufacturer widely regarded as the leader in recycling technology for our marketplace. The Genesis is essentially a combination sewer cleaner and a water treatment plant in one. As with other combination trucks, this truck cleans pipes with high pressure water jetting and vacuums up the used water and debris. The recycling portion processes the water that is vacuumed, allowing it to be used over and over for the jetting process, saving thousands of gallons of fresh water per day. In addition, we have invested in a powder coat system that has reduced our volatile organic compound emissions substantially. We continue to find new ways to reduce them even further. In example, we have recently converted our wet paint system to low VOC primer and topcoat without sacrificing our quality. In addition: • Rooftop solar panel system installed to provide on-site renewable electrical generation and reduce facility energy consumption. • Facility lighting fully upgraded to high-efficiency LED fixtures to improve energy performance and reduce maintenance requirements. • Utilization of high-solids coating materials with enhanced coverage rates, resulting in reduced material consumption per application. • Powder coating system equipped with a reverse osmosis (RO) wash cycle designed to recycle process water and minimize wastewater discharge. • Underground bulk storage tank installed for testing operations to eliminate water waste associated with test-and-discharge practices. • Bulk hydraulic system installed with integrated filtration to maintain optimal fluid cleanliness and ensure consistent product performance.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sewer Equipment has what is likely the most highly trained group of distributor salespeople in our market segment. As detailed previously in this submittal, knowledge of our product and our industry is not optional. When we combine this with the fact that Sewer Equipment as a manufacturer offers the largest spectrum of products in the sewer cleaning and hydroexcavating segment, we are able to truly approach customers in a consultative manner. We are able to openly investigate their needs, challenges, and desires; confident that we are highly likely to have a very good solution. Most sellers in our arena are just there to sell another combination truck. We have many alternatives to this common approach and can intelligently lead customers to a solution that best serves them. And, our philosophy of simplicity cannot be emphasized enough. The success that we have achieved in a short time with our 900 ECO has created an atmosphere in which this word is word is now overused in sales and marketing by almost all of our competition. The Genesis aside, the fact is that all of our products lead the way in their respective categories for simplicity; both for the operator and the mechanic. While we cannot claim that every prospect and customer agrees with this philosophy, the market share statistics indicate that a growing number of buyers have grown weary of the "latest and greatest" designs that most manufacturers promote and are electing to go back to tried and true design features.	*
46	Describe any product or equipment features that improve operator safety.	Nearly every other single engine vacuum truck on the market utilizes a transfer case. This means that the transmission is in 4th gear while the operator is outside working. Although very rare, a combination of errors or equipment failures can lead to a truck that drives away on its own. 99% of Sewer Equipment vacuum trucks sold to municipalities utilize a hydraulic drive system to power the blower rather than a transfer case. With this system, the transmission remains in neutral, adding a high degree of safety for operators and bystanders. As opposed to complex digital controls, we utilize traditional switches and levers to control our units. This allows operators to quickly look at a control and determine whether it is on or off, the operator can physically feel the control rather than using a digital screen that may be obscured by sunlight, and in the event that a function needs to be turned off abruptly, down is off, just like a light switch. This simplicity allows operator to dedicate their thoughts to staying safe rather than trying to remember which menu they have to access to control a function. The unique "Dig Deep" booms on our vacuum trucks allow operators to drop the end of the boom to ground level to easily clear clogs. With most other trucks, the end of the boom is 11'-13' off of the ground, and it needs to be accessed with a ladder. Our RAMVAC brand of hydroexcavators have a unique, reversible blower that allows operators to blow clogs out of the vacuum tube - it could best be described as the Heimlich Maneuver for vacuum trucks. Once again, we are keeping operators on the ground where they are safe rather than climbing on truck to remove clogs. Class leading wireless remote controls that allow operators to control trucks and trailers from a safe vantage point. The only Automatic Levelwind on the market with hydraulic up / down action. Ruptured high pressure jetting hoses are one of the most prevalent sources of serious injury and death in the world of sewer cleaning. The levelwind spools the hose on the reel like a baitcasting reel. Our exclusive hydraulic up down action greatly aids the operator in eliminating damage to the hose from rubbing it on the cast iron manhole ring and other obstacles. Any time the hose is rubbing on something, damage to the hose and a blowout is a possibility. Our exclusive DuraProlene water tanks are fully baffled, eliminating drama caused by braking or swerving with 6,000 to 25,000 lbs of water in the truck or trailer.	*
47	Describe any product or equipment innovations that increase uptime and operator productivity.	A feature that sets all of our truck mounted units apart is our 12-volt control system. Nearly every other manufacturer building chassis mounted units has adopted the use of the CANbus communication protocol. This means that their module has to integrate to the chassis CANbus control system. Now, you have their module, the engine, the transmission, and the truck manufacturer's body controls all talking on the same data network. If you've ever had a problem with one computer, now imagine four of them, from four different manufacturers, all trying to talk to each other on the same network. When something goes wrong, the finger pointing begins, and the end user is often left in the middle, with nobody taking responsibility. Our system is significantly different and eliminates this potential pitfall - we simply take 12 volt power from the chassis electrical system and power our module - we DO NOT integrate to the chassis CANbus system. This means easier repairs with traditional tools. This means that we do not have a proprietary operating system that might not be supported in 10-15 years. This means that operator have switches with simple labels rather than digital controls with multiple menus.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	n/a	*
49		Minority Business Enterprise (MBE)	○ Yes ◉ No	n/a	*
50		Women Business Enterprise (WBE)	○ Yes ◉ No	n/a	*
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	n/a	*
52		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	n/a	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	n/a	*
54		Small Business Enterprise (SBE)	○ Yes ◉ No	n/a	*
55		Small Disadvantaged Business (SDB)	○ Yes ◉ No	n/a	*
56		Women-Owned Small Business (WOSB)	○ Yes ◉ No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Sewer Equipment's payment terms for all municipal and government customers is Net 30. Our dealers handle direct payments from the customers and would also utilize Net 30-day terms directly to their customers.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. We now also offer our own finance company, Everest Financial. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. In addition, we have a "Sourcewell Calculator" for our dealers to use to correctly add fees and apply discounts. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation and the Sourcewell calculator sheet. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment uses a straightforward discount-off-list pricing model for all new equipment sales, as well as for all spare parts and accessories. Pricing for all new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for equipment; all pricing worksheets are identified by model name. Due to the large number of parts and accessories offered, pricing for those items is not included with this submittal. MSRP pricing for most parts and accessories is available at www.sewershop.com.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers are allowed to provide additional discounts.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not offer a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis.	*
64	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	At the customer’s request, Sewer Equipment and/or our dealers will supply non-standard items for installation on our equipment. These items are quoted individually, considered part of the product, and are subject to the Sourcewell discount. Chassis for truck-mounted models may also be supplied by Sewer Equipment and/or our dealers. Because of market pricing volatility, chassis are quoted at cost on a case-by-case basis and are treated as pass-through items, which are not subject to Sourcewell discounts or fee reporting.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges for customers located outside the United States or Canada are handled on a case-by-case basis. We work with our freight broker to identify the most cost-effective shipping options, though customers are also welcome to manage freight themselves if they prefer. For Alaska, which is an important market for us, our authorized dealers often use barges for delivery. These freight costs are quoted as a pass-through to the end user on a case-by-case basis, ensuring transparency while still providing reliable service to this challenging geography.	*

68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	To ensure full compliance with our Sourcewell agreement, we employ a comprehensive self-audit process that verifies proper pricing and adherence to all contract requirements. Every Sourcewell order is reviewed by our Inside Sales Department as part of their standard order verification process, ensuring that each order includes the correct Sourcewell discount, member number, and contract references. In addition, our Accounting Department conducts a secondary audit on every Sourcewell order to confirm accurate pricing, proper documentation, and compliance with all Sourcewell guidelines. This dual-layer review process ensures that participating entities consistently receive the correct contract pricing and reinforces our commitment to maintaining the integrity of the Sourcewell program.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Each distributor order is audited immediately to identify any corrective actions that may need to be taken in regards to compliance. We occasionally need to remind dealers of the necessary formalities to meet your contract requirements. Overall, quarterly reports are reviewed to identify volume trends that may be of concern from one year to the next..	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Sewer Equipment shall remit to Sourcewell an administrative fee equal to one percent (1%) of the Sourcewell sales price to the end user. The fee applies to all equipment, spare parts, and accessories. No administrative fee shall be paid on chassis, which are designated as pass-through items. The administrative fee shall also apply to rental billings for a period not to exceed eighteen (18) months and to rental buyouts based on the mutually negotiated buyout price.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sewer Equipment has and will continue to offer a discount from list price on the Sourcewell contract, ensuring that our customers consistently receive fair value on their equipment through this cooperative purchasing program.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. List of offered equipment is as follows: • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycling Combination Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Our JAJ Series of Easement Machines for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment • Nezat Training and Consulting Services	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our equipment falls under the primary category on the proposal	*
75	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	Sewer Equipment offers comprehensive warranties on all products purchased through the Sourcewell contract. Standard warranties cover both parts and labor, ensuring that any manufacturing defects or issues are fully addressed. In addition, we offer extended warranties, which are available as a percentage of the list price, allowing customers to tailor coverage to their needs and gain additional peace of mind. All warranty work, including labor and technician travel, is coordinated and handled by our authorized dealer network. This ensures prompt, professional service regardless of the customer's geographic location, while leveraging local resources to minimize downtime. Our dealers are fully trained and equipped to administer warranty repairs efficiently, providing seamless support to customers throughout the warranty period. This approach guarantees that Sourcewell customers receive complete coverage for their equipment while benefiting from the expertise and responsiveness of our nationwide dealer network.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Sewer vacuums	(•) Yes ( ) No	See Equipment Listings	*
77	Sewer Jetters and Rodders	(•) Yes ( ) No	See Equipment Listings	*
78	Hydro or Air Excavation Equipment	(•) Yes ( ) No	See Equipment Listings	*
79	Combination Sewer Cleaning and Hydro-Excavation units	(•) Yes ( ) No	See Equipment Listings	*
80	Dewatering, Mud, Trash, and Centrifugal Pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does dewater before dumping.	*
81	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
82	Accessories, supplies, and replacement or wear parts related to the offerings above	(•) Yes ( ) No	All parts and accessories are offered at a discount off or MSRP.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1-Pricing.zip - Monday February 16, 2026 10:43:46
- Financial Strength and Stability - 2-Financials.zip - Monday February 16, 2026 10:43:55
- Marketing Plan/Samples - 3-Marketing.zip - Monday February 16, 2026 10:44:06
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - 5-Standard Transaction.zip - Monday February 16, 2026 10:44:16
- Requested Exceptions (optional)
- Upload Additional Document - 7-Additional Uploads.zip - Monday February 16, 2026 10:44:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Vanessa Gomez, Inside Sales Manager, Sewer Equipment Co of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sewer_Vacuum_RFP_021726 Tue February 3 2026 04:13 PM	☑	1

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Empire Southwest, LLC for one (1) Caterpillar 140-16 AWD Motor Grader for the Street Section in the amount of $555,516.30.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Empire Southwest, LLC for one (1) Caterpillar 140-16 AWD Motor Grader in the amount of $555,516.30 and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends purchasing one (1) Caterpillar 140-16 AWD Motor Grader from Empire Southwest, LLC for $555,516.30 under Omnia Partners Contract #212816. The grader will replace S3169, a 2000 Caterpillar 143GH for the Streets Section, which uses its grader fleet for snow removal, dirt road maintenance, and emergency response. The purchase was reviewed and approved by the Fleet Management Committee and funded through the FY 2026-27 budget.

Financial Impact:

Project Name: Streets Purchase of Caterpillar 140-16 AWD Motor Grader
Cost: $555,516.30
Account Number Budgeted: $560,000.00 from account 040-06-161-0612-6-4401 (as amended as part of budgeted in FY 2026-27)
Funding Source: HURF Funding

Policy Impact:

Snow operations are a substantial element of the Streets work program. The City's Snow Operations Manual maps the entire community by zone. Equipment and operators are tasked with the plowing of snow for over 700 lane miles of City owned roadways. This operation can last a few days to over a week depending on the snow event or weather conditions. This equipment directly supports City policy to provide snow plowing for City owned roadways along with daily operations from dirt road maintenance to asphalt repair and in an emergency, debris removal. This machine is a versatile asset that expands the capabilities of the work the City does for years to come.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve the contract as recommended.

2. Do not approve the Cooperative Purchase Contract with Empire Southwest, LLC and provide alternative procurement direction to staff.

Background and History:
The Streets Section is responsible for the ongoing maintenance of our local transportation network. The Streets Section has a road grader fleet for use in road grading activities and snow operations. A reliable grader fleet is essential to meet community expectations and service maintenance of our dirt road inventory and the snow operations tasked with clearing the 700 lane miles of transportation infrastructure during winter events. The request ensures the ability to reliably address the community's physical infrastructure and demand for timely service, especially during snow operations and neighborhood services. S3169 has reached the City's replacement criteria and this replacement has been approved by the Fleet Management Committee under the City's Fleet Directive. The purchase will be utilizing the Omnia Partners Contract #212816 which was competitively solicited and meets City procurement requirements.

Procurement Justification: Cooperative contract through City of Tucson (Omnia).

Connection to PBB Priorities and Objectives:
High Performing Governance - Serve the public by providing high quality customer service
Sustainable and Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: Quote
COF Contract
Agency Contract
Agency Renewal

City of Flagstaff
Public Works Department
3200 W Route 66
Flagstaff, AZ 86001



*Not Actual Quoted Unit

NEW CATERPILLAR 140-16 AWD MOTOR GRADER
STANDARD EQUIPMENT

Powertrain
- Dual Stage Dry Type Radial Seal Air Cleaner with Service Indicator & Automatic Dust Ejector
- Air-to-Air After Cooler (ATAAC)
- Automatic Tensioner Serpentine Belt
- Four-Wheel Hydraulic Oil Disc Brakes
- Hydraulic Demand Fan
- Automatic Lock/Unlock Differential
- Ecology Engine Oil Drain
- Electronic Over-Speed Protection
- Fuel Tank with Sediment Drain
- Multi-Disc Sealed and Oil Cooled Parking Brake
- Power-Shift Direct Drive Transmission (8F/6R)
- VHP Plus (Variable Horse-Power Plus)

Electrical
- Back-Up Alarm
- 150 Amp Sealed Alternator
- 1125 CCA Heavy Duty Maintenance Free Batteries
- Breaker Panel
- Electrical Hydraulic Valves
- 24V Electrical System
- LED Reversing Lights
- LED Roof Mounted Roading Lights
- LED Stop & Tail Lights
- Electric Starter

Safety and Security
- Circle Drive Slip Clutch
- (2) Lockable Engine Compartment Doors
- (2) Lockable Service Compartment Doors
- Ground Level Engine Shutdown
- Emergency Exit Hammer
- Electric Horn
- Hydraulic Implement Lockout (for use while roading & servicing)
- 3” Retractable Seat Belt
- Secondary Steering
- Tandem Walkway/Guards

Tires, Rims & Wheels
- A partial allowance for tires on 10" x 24" multi-piece rims is included in the base machine price & weight.

Fluids
- Antifreeze
- Extended Life Coolant to -30°F

Operator Environment
- Air Conditioning with Heater
- Automatic Return to Center Articulation
- Centershift Pin Indicator
- Digital Speed & Gear Display
- Machine Level Gauge
- Analog Gauges (inside the cab):
  - Fuel, Articulation, Engine Coolant Temperature, Engine RPM, Hydraulic Oil Temperature, & DEF/AdBlue
- Adjustable Armrests with Joystick
- Advanced Joystick Controls
- Nighttime Cab Lights
- Operator Information/Message Display w/ 10” LCD Touchscreen Display
- Digital Hour Meter
- 12V Power Port
- ROPS ISO 6394 Sound Suppressed Cab
- Cloth Covered Comfort Suspension Seat
- Storage Area for Cooler/Lunchbox
- Electronic Throttle Control
- Laminated Glass Windows:
  - Fixed Front Window with Intermittent Wiper
  - Door with Intermittent Wipers (3)
- Tempered Windows:
  - Left & Right Side Wipers
  - Rear Window with Intermittent Wiper
- Cab Storage

Technology Products
- CAT Grade, Cross Slope Assist
  - Auto Articulation
  - E-Fence

Other Standard Equipment
- Brake Accumulators (Dual Certified)
- Ground Level Fluid Check
- 98 Gallon Fuel Tank
- Ground Level Fueling
- 4.5 Gallon DEF/AdBlue Tank
- Hydraulic Lines for Base Functions
- High Capacity Hydraulic Pump (98cc/15 in^3)
- Radiator Cleanout Access (with swing doors)
- Toolbox
- SOS Ports – Engine, hydraulic, transmission, coolant, fuel

CONFIGURATION DETAILS

QTY	REFERENCE	DESCRIPTION	LIST PRICE
1	5056962	140JOY 16A AWD MOTOR GRADER	$548,944.00
1	2436704	MOLDBOARD, 14' PLUS	$2,714.00
1	2337143	CUTTING EDGE, 14' BLADE	$384.00
1	2337160	END BITS, OVERLAY	$489.00
1	5949944	RIPPER, STANDARD (ISO)	$26,990.00
1	5488030	COLD WEATHER PLUS PACKAGE, AWD	$4,993.00
1	6264219	ACCUMULATOR	$6,192.00
1	6511837	DRAWBAR, TOP ADJUST	$0.00
1	6355610	DRAIN, HIGH SPEED, ENG OIL AWD	$380.00
1	6266883	BASE 10 + 3 (DA1, WM+WT)	$8,895.00
1	5856621	JUMP START RECEPTACLE	$0.00
1	6271552	ALTERNATOR, 200 AMP	$500.00
1	6271553	STARTER, HEAVY DUTY	$0.00
1	6266869	LIGHTS, REAR FOLD DOWN (ISO)	$2,499.00
1	5990267	HEADLIGHTS, HIGH, RHT	$1,811.00
1	6261521	CAB, ROPS, PLUS	$699.00
1	5062611	SEAT, STANDARD	$2,688.00
1	5946360	SEAT BELT W/INDICATOR	$0.00
1	6266874	REFRIGERANT, R134A	$0.00
1	6261552	RADIO AM/FM/WB/BT	$771.00
1	6266846	PRODUCT LINK, CELLULAR PLE743	$0.00
1	6760280	ASSIST, TOP ADJ	$0.00
1	2520779	TIRES,17.5R25 MX XSNO+ * G2 MP	$22,491.00
1	5949610	CORE CLEANING, SWING	$0.00
1	6105953	SNOW WING READY, FRONT FRAME	$2,617.00
1	6268104	LIGHTS, WORKING, PLUS, LED	$3,438.00
1	6261559	MOUNTING, WARNING BEACON	$964.00
1	6298153	BULKHEAD, SNOW WING	$475.00
1	5508555	LIGHTS, SNOW, LED	$959.00
1	5800239	LIGHTS, SERVICE, INTERNAL	$0.00
1	6268054	CAMERA, REAR VISION	$2,234.00
1	4661324	MIRRORS, OUTSIDE HEATED	$883.00
1	5017972	WIPER, REAR	$474.00
1	6102053	GUARD, TRANSMISSION,W/O MOUNT	$4,514.00
1	6637572	COVER, DEBRIS (MESH)	$200.00
1	2551336	HEATER, ENGINE COOLANT, 120V	$305.00
1	6696694	STEP, REAR LH, FOR SNOW WING	$313.00
1	3361559	PUSH BLOCK, LIGHT	$5,315.00
1	6264203	LINES GRP, REAR, ADDITIONAL	$561.00
1	4K3330	TOOTH, SCARIFIER	$1,856.00
2	6315599	TOOTH, RIPPER, STRAIGHT	$5,244.00
1	2142470	TRANSMISSION, AUTOSHIFT	$6,233.00
1	5213250	CIRCLE SAVER	$318.00
1	6444882	COOLANT, -50C (-58F)	$365.00
1	0P2265	ROLL ON-ROLL OFF	$438.00
1	0P3978	FUEL ANTIFREEZE, -25C (-13F)	$0.00
1	607-9130	WING MASTED 12 SM RIP ADJ	$33,348.00
		CATERPILLAR LIST PRICE	**$702,494.00**

PRICING SUMMARY

CATERPILLAR LIST PRICE:	$702,494.00
OMNIA MEMBER CONTRACT #212816 DISCOUNT (30.00%):	-$210,748.20
ADDITIONAL DEALER DISCOUNT (3.00%):	-$21,074.82
SUBTOTAL:	$470,670.98
PREP/PDI (MACHINE):	$3,900.00
SALES CONFIGURATION: PREP/PDI/INSTALL/QD'S (WING):	$13,000.00
SALES CONFIGURATION: ADDITIONAL USB CHARGE PORT:	$250.00
EXTENDED WARRANTY (DETAILS BELOW):	$19,795.00
DELIVERY (DETAILS BELOW):	$2,500.00
SALE PRICE:	$555,515.98
SALES TAX (8.90%):	$45,400.32
GRAND TOTAL:	**$555,516.30**

Warranty Coverage | INCLUDED |

Caterpillar Premier Extended Protection coverage of 7 years or 7,000 hours (whichever occurs first) is included, helping protect the agency's investment by reducing exposure to unexpected repair costs while supporting long-term equipment reliability and budget predictability. Travel time and mileage associated with warranty repairs are covered during the first twelve (12) months of ownership. With more than 365,000 warranty coverage combinations across the Caterpillar equipment lineup, additional terms and coverage structures are available should an alternative approach better align with your operational requirements, lifecycle strategy, or budget objectives.

Coordinated Delivery | INCLUDED |

Delivery is included to the address identified on header of first page of this document, with Empire coordinating transportation through qualified, insured heavy equipment carriers to support a smooth and timely delivery process. If the delivery location changes after order confirmation, additional transportation charges may apply.

Equipment Operator Orientation | INCLUDED |

Equipment, Safety, and Basic Daily Maintenance Review is included with every governmental Caterpillar machine purchase and is tailored to the specific equipment delivered. This orientation ensures operators are prepared to operate the machine safely, efficiently, and in accordance with manufacturer's recommendations from day one.

Equipment Telematics | INCLUDED |

Includes the VisionLink® Connect Plan, providing core machine data such as GPS location, operating hours, fuel utilization, idle time, maintenance reminders, and machine alerts through a secure web and mobile interface. This connectivity enables agencies to monitor utilization, support preventive maintenance planning, improve operator accountability, and make data-driven decisions to control owning and operating costs. Enhanced visibility into fleet performance also supports uptime, operational efficiency, and lifecycle management.

Local & State Governmental Financing | AVAILABLE |

CAT Financial offers flexible financing solutions designed specifically for governmental agencies, including lease-purchase and tax lease options with competitive rates and up to 100% financing for qualified entities. Programs may include non-appropriation clauses, predictable payments, and structures that often avoid the complexity of bond issuance or voter approval. These options can help agencies acquire needed equipment while maintaining budget flexibility and long-term planning alignment. Financing and insurance solutions can be evaluated alongside purchase alternatives to determine the best fit based on your agency's funding structure and operational goals.

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.

Allan Seabolt
Empire Southwest
Governmental Account Manager
(928) 522-4448
Allan.Seabolt@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. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. 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.

COOPERATIVE PURCHASE CONTRACT

Contract No. 2027-500

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City), and Empire Southwest, LLC, a Delaware limited liability company ("Contractor"), shall be effective as of the date of the last signature below. The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, Contractor is a fully authorized vendor of Heavy Equipment, Parts, Accessories, Supplies and Related Services ;

WHEREAS, a competitive and open procurement process was conducted through City of Tucson RFP #212816 that resulted in City of Tucson Contract #212816-01 with Caterpillar Inc. ("Agency Contract");

WHEREAS, the Agency Contract between Caterpillar Inc. and City of Tucson is made available nationally for cooperative purchasing by Omnia Partners and may also be referred to as Omnia Contract #212816;

WHEREAS, Contractor is a Local Authorized Participating Caterpillar dealer that is authorized to quote and sell Caterpillar equipment under the Agency Contract; and

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

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

AGREEMENT

1. Materials and/or Services Purchased

Contractor shall provide to the City the materials and/or services as specified in the Quote attached hereto as *Exhibit A* and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

New Caterpillar 140-16 AWD Motor Grader

2. Terms and Conditions of Agency Contract Apply

1. All provisions of the Agency Contract, attached hereto as *Exhibit(s) B and C,* including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein.
2. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.
3. To the extent any term or condition in this Contract conflicts with a term or condition in the Agency Contract or Quote, the term or condition in this Contract will control.

3. Compensation

3.1 Payment

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed five hundred fifty-five thousand five hundred sixteen dollars and thirty cents ($555,516.30), including fees and taxes; made in accordance with the Quote and price list and terms set forth in the Agency Contract.

3.2 Formal Amendment Required

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve any amendment if the total amount of the approved amendments is less than $100,000; otherwise, City Council approval is required.

4. Term, Renewal, and State Provisions

4.1 Contract Term

A. The underlying Agency Contract expires on October 2, 2027.

B. The Contract will be effective as of the date signed by both parties and terminate upon delivery and acceptance of the materials and/or services identified in the Quote by the City, unless terminated pursuant to the provisions of the Contract. Warranty, insurance, indemnification, and any other provisions requiring post-contract performance shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.

4.2 Choice of Law and Venue

This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding or litigation arising out of or relating to this Contract will be conducted in Coconino County, Arizona. Contractor hereby submits itself to the original jurisdiction of the courts located within Coconino County, Arizona. Each Party waives any objection it may now or hereafter have to venue or to convenience of forum.

4.3 Public Records

The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential,” the City will endeavor to notify Contractor prior to release of such information.

4.4 No Boycott of Israel

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

4.5 Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

4.6 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

4.7 Immigration Laws

Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

4.8 Forced Labor of Ethnic Uyghurs

Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

5. Insurance

All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Nathan Naliborski
Public Works - Fleet Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:nnaliborski@flagstaffaz.gov
Phone:(928) 699-0469

To the Contractor:
Allan Seabolt, Governmental Account Manager
Empire Southwest, LLC
1725 S Country Club Dr.
Mesa, AZ 85210
Email: Allan.Seabolt@empire-cat.com
Phone: (928) 522-4448

With a copy to:
Josh Linam
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF	CONTRACTOR
SIGNATURE	**SIGNATURE**
FULL NAME	**FULL NAME**
TITLE	**TITLE**
DATE SIGNED	**DATE SIGNED**

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

City of Tucson, AZ

Contract #212816-01

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc.

Effective: October 3, 2022

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar, Inc. effective October 3, 2022:

I. Vendor Contract and Signature Form
II. Supplier’s Response to the RFP, incorporated by reference

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Table of Contents

Negotiation Confirmation Letter
(BAFO) – Price Page
Negotiated Exceptions
Request for Clarifications
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 - Redacted

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

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 Respons bilities."
- 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....)

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

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.

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

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…)

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

- 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…)

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

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:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 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

(Continued on reverse side…)

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

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.

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

INVOICE

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.

EMIN1811

PAY THIS AMOUNT USD	

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

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

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	2

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

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

.

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.

EMIN1811

PAY THIS AMOUNT USD	122220.02

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

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	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

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

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

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	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

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	CONT'D
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

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.

CMG

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

CAT #: TM-
Caterpillar: Confidential Green

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.

Caterpillar: Confidential Green

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

Caterpillar: Confidential Green

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.

Caterpillar: Confidential Green

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

Caterpillar: Confidential Green

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.

Caterpillar: Confidential Green

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.

Caterpillar: Confidential Green

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

---

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
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

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

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

Caterpillar: Confidential Green

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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.

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

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.

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

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

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

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.

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

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.

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

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.

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

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

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

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.

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

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.

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

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.

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

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

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

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.

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



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:

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

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

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

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.

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

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.

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

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

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

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

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

- $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.

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

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/

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

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

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

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

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

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.

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

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.

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

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.

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

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 **		✓	✓

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

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.

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

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.

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

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.

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

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.

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

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.

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

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



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

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.

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

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

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

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

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



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

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

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.

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

	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)

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

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

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

- **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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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:

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

- 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)

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

- 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)

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

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.

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

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.

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

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.

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

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

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

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

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

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:



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

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.

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

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

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

- 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.

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

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.

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

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	[redacted]
Used Machines Purchase Discount	
GET (Ground Engaging Tools) Discount	
Base Edge and Adapters	
Filter Discount with TM&R Agreement	
Undercarriage Discount	
Power Systems Rental Rate	
Power Systems Used Purchase Discount	
Used Work Tools	

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.

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

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.

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

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
[redacted]

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**
[redacted]	

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

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.

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

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.

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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.

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

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.

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

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.

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

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.

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

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

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

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.

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

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.

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

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

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

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;

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

- 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.

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

ATTACHMENT A
A - Exhibit B - OMNIA Partners Exhibits

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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



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.

Caterpillar: Confidential Green

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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:

Caterpillar: Confidential Green

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

- 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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

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.

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

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

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.

Caterpillar: Confidential Green

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

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

Version July 27, 2021

Caterpillar: Confidential Green

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

(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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

DS

Does offeror agree? YES_____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.

DS

Does offeror agree? YES_____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).

DS

Does offeror agree? YES_____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.

DS

Does offeror agree? YES_____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.

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

Caterpillar: Confidential Green

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

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

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

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

Caterpillar: Confidential Green

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

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:

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

(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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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:

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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."

Caterpillar: Confidential Green

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

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

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

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.

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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:	

Version July 27, 2021

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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)

Caterpillar: Confidential Green

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

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***

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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."

Caterpillar: Confidential Green

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

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)

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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)

Caterpillar: Confidential Green

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

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.

Caterpillar: Confidential Green

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

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/

Caterpillar: Confidential Green

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

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: _____

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

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

Caterpillar: Confidential Green

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

Caterpillar: Confidential Yellow

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

Caterpillar: Confidential Yellow

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: _____

Caterpillar: Confidential Yellow

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

Caterpillar: Confidential Yellow

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:**	

Caterpillar: Confidential Yellow

Annex A
to
Schedule No.____
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

PURCHASING CONTRACT

[See attached]

Caterpillar: Confidential Yellow

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

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 68A87926721[illegible]

(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

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: 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

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: 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
08A87926721B4E0...
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

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

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

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

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).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
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 NSURANCE 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 PERTA N, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLIC ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA D 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			MWZY31381322	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			MWTB 313812 22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						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							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 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.

Holder Identifier :

Certificate No : 570095599830

©1988-2015 ACORD CORPORATION. All rights reserved.

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.

© Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2011

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.

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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 ARNETT INSURANCE SERVICES, LLC 3850 E BASELINE RD #106 MESA, AZ 85206	CONTACT NAME 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 INSURER B Liberty Mutual Insurance Corporation INSURER C Liberty Insurance Corporation 42404 INSURER D INSURER E INSURER F
INSURED Empire Southwest, LLC 1725 S Country Club Dr Mesa, AZ 85210	

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE L MIT APPL ES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	TB2661066618082	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DESIGNATED LOC	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	AI2661066618062	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCR PTION OF OPERATIONS below	N / A	X	WA566D066618092	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACC DENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 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.

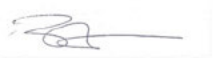
CERTIFICATE HOLDER

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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.

© Insurance Services Office, Inc., 2018

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.

 © Insurance Services Office, Inc., 2018

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.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

 Copyright, Insurance Services Office, Inc., 1992 ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

© Insurance Services Office, Inc., 2011

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".

 © Insurance Services Office, Inc., 2016

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.

© Insurance Services Office, Inc., 2011

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:**

© 2017 Liberty Mutual Insurance

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_____

© 1983 National Council on Compensation Insurance.

Docusign Envelope ID: 091507DB-FF00-8B6F-822D-B9D9CF8B4B54

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-3801 / FAX: (520) 791-4735
OLGA.CULP@TUCSONAZ.GOV
ISSUE DATE: July 6, 2026

CONTRACT # 212816-01
CONTRACT ADDENDUM NUMBER: THREE (3)

OC
SENIOR CONTRACT OFFICER: OLGA CULP

Heavy Equipment, Parts, Accessories, Supplies and Related Services (OMNIA Partners)

THIS CONTRACT IS AMENDED AS FOLLOW

ITEM ONE (1): RENEWAL

In accordance with Contract Special Terms and Conditions section F.5 Term and Renewal the City hereby exercises its option to renew the contract for the period of **October 3, 2026 through October 2, 2027**.

ITEM TWO (2): CONTRACT AMENDMENTS

In accordance with Contract 212816-01 “Standard Terms and Conditions” subsection H.45 “Prevention of Heat Related Illnesses and Injuries” the City hereby adds the language as shown on attached pages 2-3.

****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:
Rodney Wilson 7/20/2026
AF3F85CA33EA437...
Signature of person authorized to sign Date

Rodney Wilson
Name and Title (typed or printed legibly)

Caterpillar Inc.
Company Name

100 NE Adams St
Address

wilson_rodney_p@cat.com
Email Address

Peoria Illinois. 61629
City State Zip

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

Jodi Stevenson, Governmental Market Research
Name and Title (typed or printed legibly)

309-494-0837
Phone Number

jodi.stevenson@cat.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 21st DAY OF July, 2026, AT TUCSON, ARIZONA.

Tracy L. Garcia for
Director of Business Services and not personally

Docusign Envelope ID: 091507DB-FF00-8B6F-822D-B9D9CF8B4B54

PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs.
5. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.
7. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.
8. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Docusign Envelope ID: 091507DB-FF00-8B6F-822D-B9D9CF8B4B54

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Approval of Contract: An agreement with Greater Flagstaff Forests Partnership to implement 528 acres of ecological thinning across Lowell Observatory private land.

STAFF RECOMMENDED ACTION:

Approve agreement with the Greater Flagstaff Forests Partnership in the amount of $100,000 and authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff is working with Coconino County and Salt River Project to fund 528 acres of ecological thinning across Lowell Observatory-owned private lands. The objective of the project is to restore the forest to a more natural condition while reducing wildfire risk for the historic Lowell Observatory and the greater Flagstaff community. This is the last large parcel of land at Observatory Mesa that is in need of ecological thinning. The Greater Flagstaff Forests Partnership is the fiscal agent for the project and has selected Campbell Global to be the Operations Supervisor. The desired condition for the forest at Lowell Observatory is based on the City of Flagstaff Forest Management plan that was approved by Council in November 2024.

The agreement with Greater Flagstaff Forests Partnership is being finalized by Legal and will be attached to the final agenda.

Financial Impact:

Project Name: Lowell Observatory Thinning Project
City Cost: $100,000
Account Number Budgeted: 407-09-425-3277-1-4290; project GG3277CF
FY Budgeted Amount: $598,432
Grant Funded: No
Funding Source: Flagstaff Watershed Protection Project: GO Bond Funded

Financial Contributions:
Coconino County: $816,779
City of Flagstaff: $100,000
Lowell Observatory: $50,000
Salt River Project: $50,000

Policy Impact:

This project supports existing wildfire risk reduction programs and community-wide forest health plans.

Previous Council Decision or Community Discussion:
While the City Council and the Flagstaff community are familiar with the ecological, economic, and public health benefits of effective forest and fire management, no previous discussions about this specific project have taken place.

Options and Alternatives to Recommended Action:
The City Council has the option not to approve this agreement.
This will significantly delay implementation and will result in cost increases.

Background and History:
The Lowell Observatory Project is in Flagstaff city limits on Observatory Mesa. Four sections on the Mesa, owned by the City of Flagstaff, create the Observatory Mesa Natural Area. According to the City of Flagstaff, “Open space defines the region's quality of life, protects the region's ecological health, supports existing and future economic development, and preserves historic and cultural resources.” The Mesa is a favorite recreational area, and includes the Flagstaff Urban Trail System (FUTS), and this asset greatly improves the quality of life for residents and visitors alike in Flagstaff.

The Observatory Mesa Natural Area consists of four sections (06, 08,12 and 18). Section 17, owned by Lowell Observatory, lies on the south-east corner of the Natural Area, directly east of City Section 18. Through the Flagstaff Watershed Protection Project, all four of these City-owned sections have been treated through thinning and prescribed fire. Section 7, which sits in the middle of the Observatory Mesa Natural Area, is owned by the United States Forest Service (USFS).

Now that most of Section 7 thinning is complete, Section 17 is the only parcel that has not been recently treated on Observatory Mesa and presents increased wildfire risk for the entire mesa, as well as the City of Flagstaff and critical infrastructure that runs through Section 17 (e.g., Arizona Snowbowl Ski Resort’s pipeline and buried power lines).

Observatory Mesa is approximately one mile from City Hall and downtown Flagstaff. A catastrophic wildfire on Observatory Mesa would not only cause damage from the wildfire itself, but also there is a strong possibility that post-fire flooding would follow the wildfire, and flows would run downstream off the Mesa into the underlying Thorpe Park, historic neighborhoods, and into the middle of the City of Flagstaff.

In addition to the intrinsic values the Mesa holds, Section 17, privately-owned by Lowell Observatory, was established by Percival Lowell on May 28, 1894. For over 100 years, Lowell Observatory has connected visitors and scientists to the universe. Percival Lowell was initially interested in potential life on Mars; thus, as an iconic landmark and renowned overlook famous for its view, it is referred to as “Mars Hill.” In 1965, the Observatory was designated a Registered National Historic Landmark, and in 2005, recognized as an Arizona Treasure by Governor Janet Napolitano. Lowell Observatory itself has a multitude of unique, highly technical, and historic telescopes and instruments. For example, Lowell Observatory is the site of the historic 24-inch Clark Refractor telescope, established on the Mars Hill campus by founder Percival Lowell over 125 years ago. The telescope itself is housed in its original fully wooden dome, including a set of Ford tires on which the dome rests and turns.

Project Scope:
The Lowell Observatory Project will complement the treatments that have already occurred on the four sections in the Observatory Mesa Natural Area as well as USFS’ Section 7. Given that this is the only section that has not been treated, or is in the process of being treated, this will further increase the reduction in wildfire risk and the overall resiliency of the forest. Not only will the risk of wildfire be reduced, but also, thinning will decrease the presence of insects and disease, like mistletoe and bark beetle. The project area encompasses approximately 528 acres.

The project’s on-the-ground prescription will be based on the City of Flagstaff's Forest Management Plan. Thinning operations will occur on 528 acres with conventional mechanical equipment, such as a feller buncher and skidder. In addition, as much biomass (tree limbs and tops) as the budget allows for will be removed from the site, which will further reduce wildfire risk.

Connection to PBB Priorities and Objectives:

Priority Based Budget Priorities and Objectives:
High Performing Governance: Implement innovative local government programs
Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:

Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Connection to Carbon Neutrality Plan:

HF-1: Protect existing forests, resources, and meaningful open spaces
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:

No direct connection.
Every forest restoration effort, especially one at this scale inside city limits, helps reduce the wildfire risk that is contributing to insurability challenges.

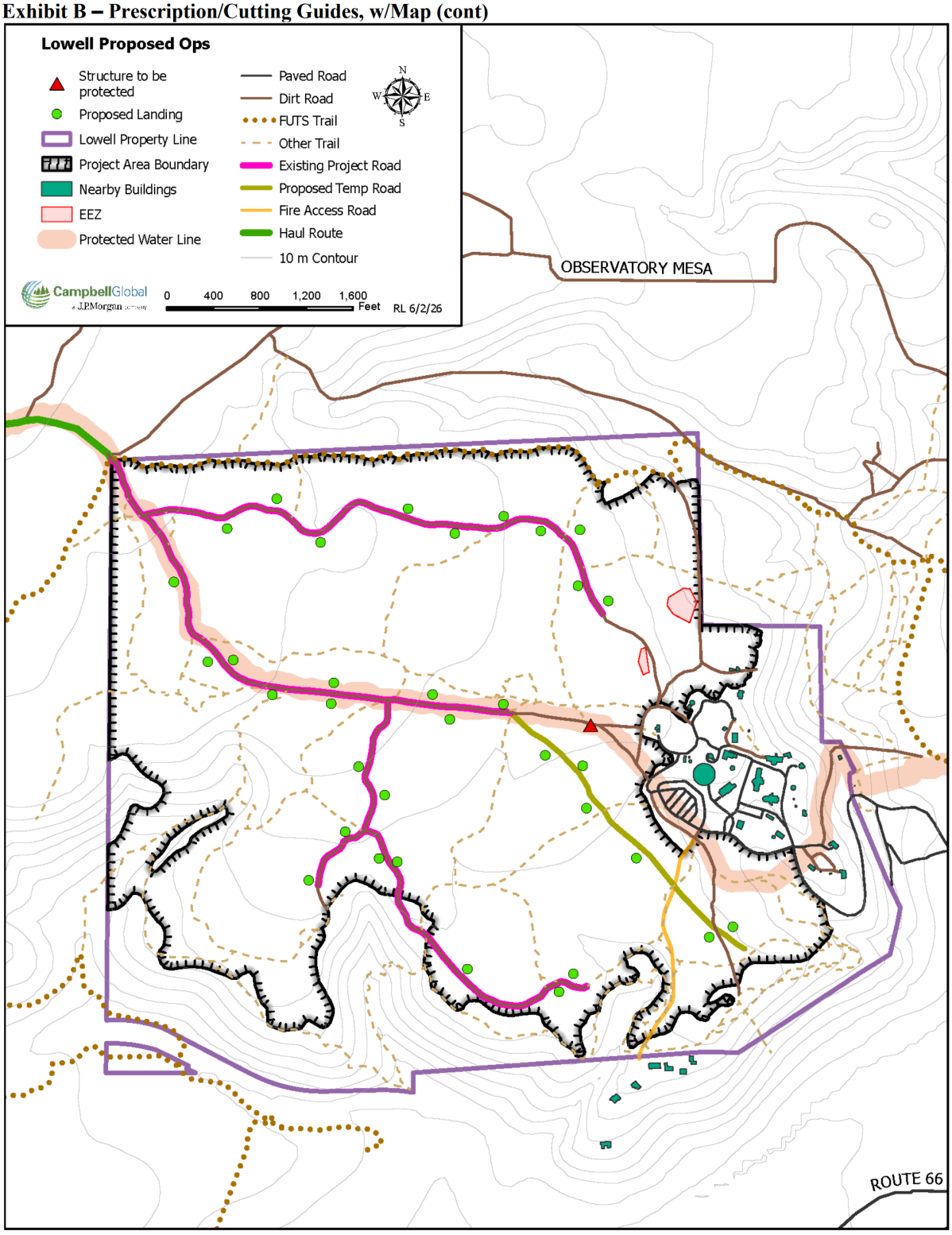
Connection to Division Specific Plan:

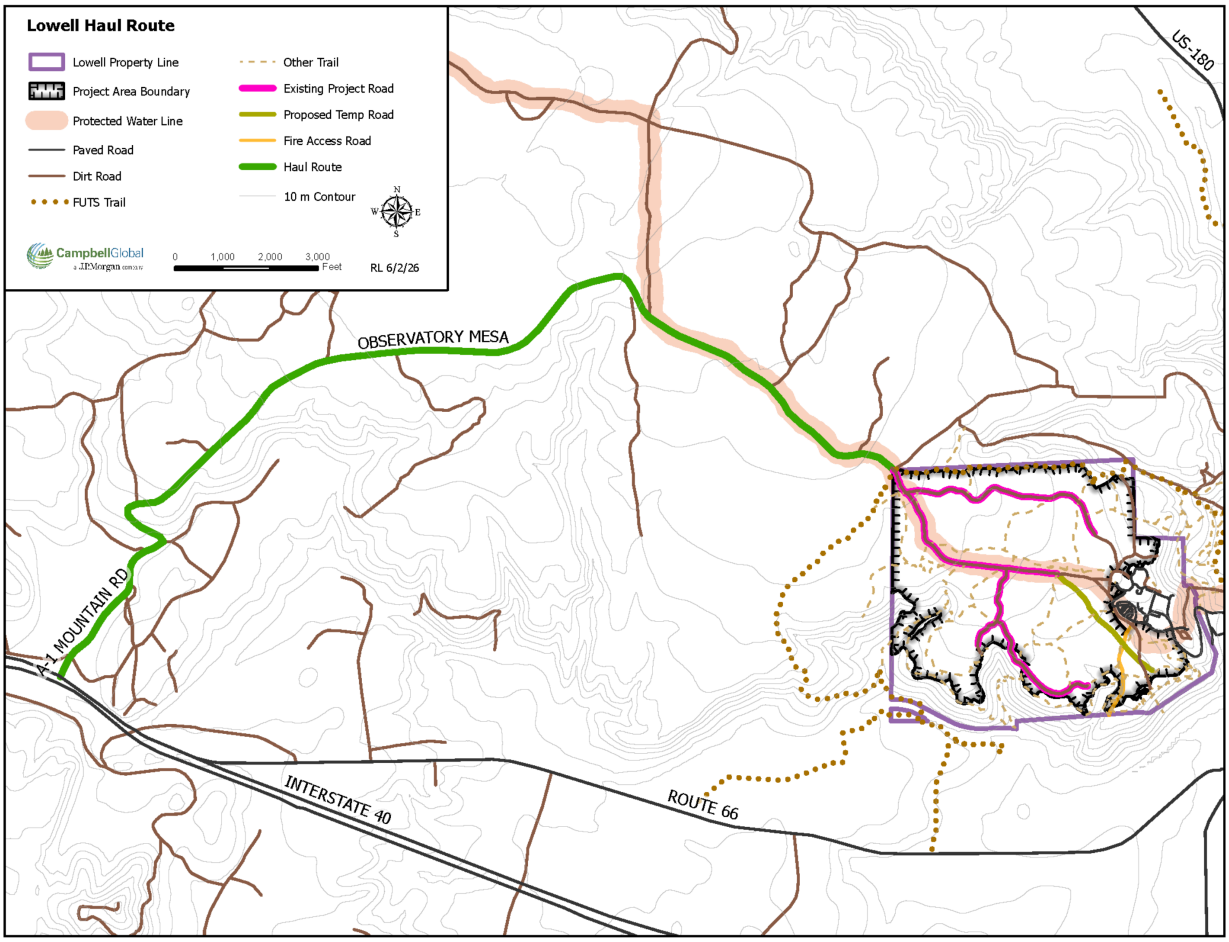
Service Level Goals: Increase community outreach and Reduce risks through Prevention and Wildland Fire Management efforts
Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

---

Attachments: Project Area Map and Log Haul Route Map
Coconino Agreement with GFFP 10-6-25
Grant Contribution Agreement GFFP Lowell

Exhibit B – Prescription/Cutting Guides, w/Map (cont)




Lowell Haul Route
Lowell Property Line
Project Area Boundary
Protected Water Line
Paved Road
Dirt Road
FUTS Trail
Other Trail
Existing Project Road
Proposed Temp Road
Fire Access Road
Haul Route
10 m Contour
N
W
E
S
CampbellGlobal
a JEMorgan company
0
1,000
2,000
3,000
Feet
RL 6/2/26
US-180
OBSERVATORY MESA
A-1 MOUNTAIN RD
INTERSTATE 40
ROUTE 66

GRANT AGREEMENT
Between
COCONINO COUNTY
And
GREATER FLAGSTAFF FORESTS PARTNERSHIP INC.

Subrecipient Legal Name:	Greater Flagstaff Forests Partnership, Inc.
Unique Entity Identify (UEI) Number:	KGHCRKJ69LB4
Mailing Address for Payment:	119 E Terrace Ave Suite D, Flagstaff, AZ 86001
Subaward Period of Performance:	Start: 8/28/2024 End: 08/30/2027
Total Amount of Federal Funds Obligated:	$816,779.00
Subaward Budget Period:	Start:8/28/2024 End:08/30/2027
Approved Indirect Cost Rate:	10%
Match or Cost Sharing:	None

Federal Award Information funding this award in part or in its entirety	
Assistance Listing #:	10.730
Program Name from Assistance Listing #:	Community Project Funds-2024 Congressionally Directed Spending
Federal Award Identification Number (FAIN):	24-DG-11030000-016
Federal Award Date:	08/28/2024
Total Amount of the Federal Award to Pass-Through Entity (PTE):	$816,779.00
Federal Award Project Description:	Lowell Observatory/Observatory Mesa Fuels Reduction Project
Name of Federal Awarding Agency, PTE, and Contact Information for Awarding Official at PTE	USDA, Forest Service, Coconino National Forest Coconino County, 219 E. Cherry Ave, Flagstaff, AZ 86001 Lucinda Andreani 928-679-7166 Email: landreani@coconino.az.gov
Is the award for research and development (R&E)?	No
Indirect Cost Rate for the Federal Award (PTE's rate and base)	N/A

This Grant Agreement ("Agreement" or "Contract") is entered into by and between Coconino County a political subdivision of the State of Arizona (hereinafter referred to as "County") located at 219 East Cherry Avenue Flagstaff, AZ 86001 and Greater Flagstaff Forests Partnership, Inc., an Arizona nonprofit corporation (hereinafter referred to as "Subrecipient"), to set forth the terms and conditions under which the County will provide assistance to the Subrecipient. Subrecipient and County may be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS,
A. County submitted a request for Congressionally Directed Spending Grant funding to reduce forest fuels on Section 17, Lowell Observatory land, to reduce the risk of catastrophic wildfire to residents in the City of Flagstaff and surrounding communities and was awarded $2,000,000, of which a portion ($816,779) will support this project.

B. Subrecipient submitted a proposal in response to the County's Congressionally Directed Spending Grant that met the requirements of the grant.

C. This Agreement is a subaward of federal grant funds under the Community Project Funds- 2024 Congressionally

Directed Spending (Federal Assistance Listing # 10.730)

THEREFORE, it is agreed that the County shall provide funding to the Subrecipient for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the 2024 Congressionally Directed Spending – Community Project Funds to the Subrecipient under the Federal Financial Assistance Award of Domestic Grant 24-DG-11030000-016.

Under this Agreement, the Subrecipient's services must be provided in compliance with the rules of the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The period of performance for this award begins on August 28, 2024, and ends on September 30, 2027.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The County agrees that regardless of its termination date with the Subrecipient, the Subrecipient may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

III. DESCRIPTION OF SERVICES

Subrecipient shall:

1. Provide services in accordance with Attachment A – Project Proposal.
2. Maintain a tracking of total expenditures and report to County on metrics established in Section V or added as additional OMB guidance becomes available.

IV. USE OF FUNDS

1. The Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
3. The Subrecipient may use funds provided under this award to cover both direct and indirect costs. As listed in Attachment A – Project Proposal approved budget.

V. MANNER OF FINANCING

County shall:

1. Provide to Subrecipient a contract amount of up to $816,779, for costs associated with the Subrecipient's activities referenced in Section III and Attachment A - Project Proposal, incorporated into this contract in its entirety.
2. Provide monthly payment within 30 days upon County's receipt and approval of invoices (Requests for Reimbursement) and programmatic reports for services performed and/or goods received. Invoices may include approved purchases by Subrecipient so long as the purchase was made solely for the benefit of the Lowell Observatory/Observatory Mesa Fuels Reduction Project.
3. Any unused funding pursuant to this agreement at the termination date shall be transferred back to the County and the remaining balance of the award de-obligated.
4. Use the Assistance Listing No. of 10.730 for all activity associated with this agreement.
5. Questions regarding the appropriate use of the funds and/or invoices shall be resolved by mutual written agreement between the Subrecipient and the County. The County may withhold payment of such questioned costs until reasonable questions are resolved.

The Subrecipient shall:

1. Use the funds received from County only to support the activities outlined in Section III of this Agreement and Attachment A.
2. Agree that all in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at https://gao.az.gov/travel/welcome-gao-travel.
3. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.
4. Resolve questions regarding the appropriate use of the funds by mutual agreement between the Subrecipient and the County.

VI. REPORTING REQUIREMENTS

The Subrecipient shall submit quarterly programmatic reports to the County for activities funded under this Agreement. The report deadlines are the 15th of the month following each month, e.g. January 1, 2024 – March 31, 2024; report period is due April 15, 2024. The Subrecipient shall use the FS 1500-23 form and submit to the FCD Program Manager (See attached FS 1500-23 form)

The Subrecipient shall complete and return to the FCD Program Manager the Federal Funding Accountability and Transparency Act (FFATA) data collection form (Attachment D.)

The Subrecipient also agrees to comply with any reporting obligations established by the Treasury as they relate to this award.

A. SUBRECIPIENT MONITORING: Per Uniform Guidance 2 C.F.R. § 200.332, to safeguard this subaward and the use is for authorized purposes, in compliance with Federal statues, regulations and the terms and conditions of this Agreement; and that the performance goals are achieved. County and authorized third party shall conduct monitoring activities on agreed monitoring plan and/or necessary activities. Collaboration from Subrecipient at a minimum shall include the following;
   - Site Visits;
   - Desk Reviews;
   - Response to; findings, question costs, or corrective action plans.

VII. DOCUMENTS INCORPORATED BY REFERENCE

Attachment B, the County's Uniform Terms and Conditions, are incorporated into this document as if fully set forth herein. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the County under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. AUDIT

In accordance with A.R.S. § 35-214, the Subrecipient shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after all funds have been expended or returned to County, whichever is later. All records shall be subject to inspection and audit by the County or federal audit authority, or any other authorized third-party at reasonable times. Upon request, the Subrecipient shall produce the original of any or all such records.

A. SINGLE AUDIT: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award, if the Subrecipient expends more than $750,000 in federal awards during its fiscal year. If such single audit applies, and an audit finding that is organization-wide and/or specifically affects the subaward, a copy of any such report shall be provided to the County.

X. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the County may within three (3) years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

The Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the County, of any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

XI. INDEMNIFICATION CLAUSE:

To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the County, and its departments, districts, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Subrecipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient from and against any and all claims. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Subrecipient or by and on behalf of the Subrecipient for the County.

XII. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

Subrecipient shall require in its written contracts with subcontractors that they procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by subrecipient, its agents, representatives, employees or subcontractors. Attachment C, shows the breakdown of the insurance coverages, limits, and insurance endorsements that shall be carried by applicable subcontractors and by Subrecipient and is incorporated herein by reference. In the event of any divergence between this Agreement and Attachment C, this Agreement shall control.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance

of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

The Contractor will provide and cause its subcontractors to provide and maintain appropriate insurance acceptable to the County.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** In no event will the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury, products and completed operations, and contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $2,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: County its districts, departments, agents, officials, employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and contractual liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The additional insured endorsement for products/completed operations of General Liability made for the County shall provide this coverage for at least seven (7) years following County receipt of product or completion of work by the Subrecipient or subcontractor hired by the Subrecipient for work on this project for the County. The insurance policy for general liability must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Subrecipient who may pass such deduction on to any applicable subcontractor(s).

   b. The Policy shall contain a waiver of subrogation to waive all insurers' rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed for the County by or on behalf of the Subrecipient or subcontractor.

2. Logger's Broad Form Liability – as an endorsement to General Liability. Not applicable to Subrecipient, but applicable for subcontractor(s) hired by the Subrecipient/Contractor for logging work.

   Subrecipient warrants that each subcontractor hired for logging work shall maintain and provide proof of coverage for Logger's Broad Form Liability for property damage to others' timberlands or for fire suppression costs in the following amount:
   - Each Occurrence $1,000,000
   - Per Project Aggregate $1,000,000

   In lieu of a $1,000,000 per project aggregate, a subcontractor may secure an Umbrella Liability policy with minimum limits of $1,000,000 Each Occurrence and $1,000,000 Per

Project Aggregate which extends coverage over Logger's Broad Form Liability.

a. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for Logger's Broad Form Liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

b. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the subcontractor for the Subrecipient.

3. Business Automobile Liability –Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.
Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for automobile liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

b. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

4. Worker's Compensation and Employers' Liability

Subrecipient shall maintain and evidence to the County via a Certificate of Insurance and warrants that each subcontractor shall provide proof of coverage for worker's compensation in the following amounts, or a signed "Sole Proprietor Waiver" if the Subrecipient or subcontractor has no employees:

Workers' Compensation Statutory Coverage

- Employers' Liability minimum coverage limits of no less than
- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

a. The Workers' Compensation/Employer's Liability Policy shall be endorsed to waive all insurer rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

5. Professional Liability (Errors and Omissions Liability) - Not applicable to Subrecipient, but applicable to subcontractor(s) hired by the Subrecipient for work involving the services of a licensed professional including but not limited to engineers and architects.
   - Each Claim $2,000,000
   - Annual Aggregate $2,000,000

   a. In the event the professional liability insurance required by this Contract is written on a claims-made basis, subcontractor warrants that any retroactive date under the policy shall be the same or prior to the inception date of this contract or the original contract start date on any renewal contract. If the insurance is cancelled, non-renewed, or the retroactive date is moved forward by the existing insurer or a change in insurer, the subcontractor shall purchase a two (2) year extended reporting period and evidence this to the County via a new certificate of insurance.

   b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

6. Pollution Liability, Not applicable to Subrecipient, but applicable to subcontractor(s) hired by the Subrecipient and operating equipment.

   Subrecipient warrants that each subcontractor hired by the Subrecipient and operating equipment shall provide proof of coverage for Pollution Liability in the following amounts:

   - Each Claim $1,000,000
   - Annual Aggregate $1,000,000

   a. In the event that the pollution liability insurance is written on a claims-made basis, the retroactive date under the policy shall be the same or prior to the inception date of this contract or the original contract start date on any renewal contract. If the insurance is cancelled, non-renewed, or the retroactive date is moved forward by the existing insurer or a change in insurer, the subcontractor shall purchase a two (2) year extended reporting period and evidence this to the County via a new certificate of insurance.

   b. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for pollution liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

   c. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

B. ADDITIONAL INSURANCE REQUIREMENTS:

The Subrecipient and its subcontractor(s) hired for work on this project will name the County, its districts, departments, agents, officials and employees as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, contractual liability, and if applicable, Logger's Broad Form Liability, and as additional insured for automobile liability, and Pollution Liability, and will specify that the insurance afforded by the Subrecipient or subcontractor(s) is primary insurance and that any insurance coverage carried or self-insurance by the County, any district, department, official, agent, employee, or volunteer will be excess coverage and not contributory insurance to that provided by the Subrecipient or subcontractors hired by the Subrecipient. The additional insured endorsement for products/completed operations of General Liability made for the County shall provide this coverage for at least seven (7) years following County receipt of product or completion of work by the Subrecipient or its subcontractors for the County. The insurance policies for general liability including Logger's Broad Form Liability if applicable, and for automobile liability and pollution liability must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Subrecipient, who may in turn deduct such amounts from the applicable subcontractor.

C. WAIVER OF SUBROGATION All insurance policies shall contain a waiver of subrogation against the County, and its districts, departments, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Subrecipient.

D. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

E. Upon the execution of this Agreement by the Subrecipient, the Subrecipient will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Subrecipient to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

F. The Subrecipient and applicable subcontractor(s) will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver if the entity has no employees, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Subrecipient or applicable subcontractor(s) for the County.

G. Coverage provided by the Subrecipient and applicable subcontractor(s) shall not be limited to the liability assumed under the indemnification provisions of this Contract.

H. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the County. Such notice shall be sent directly to the office of the Forest Restoration Director at Coconino County Flood Control District, 5600 E Commerce Ave. Flagstaff, AZ 86004 and shall be sent by certified mail, return receipt requested.

I. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subrecipient or applicable subcontractor from potential insurer insolvency.

J. VERIFICATION OF COVERAGE: The Subrecipient shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) and copies of all insurance policy

endorsements as required by this Contract. Certificates of insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates of insurance and copies of insurance policy endorsements required by this Contract shall be sent directly to the office of the Forest Restoration Director at Coconino County Flood Control District, 5600 E Commerce Ave. Flagstaff, AZ 86004. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

K. SUBCONTRACTORS: Subrecipient's certificate of insurance (s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates and insurance policy endorsements required by this contract for each subcontractor and provide a copy of their contract with the subcontractor that includes the same insurance and endorsement requirements be issued to and made for Coconino County. All coverages for subcontractors shall be subject to the minimum requirements identified above.

L. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

M. EXCEPTIONS: In the event the Subrecipient 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. If the Subrecipient or sub-contractor(s) is/are a County Department, board, commission, none of the above shall apply.

XII. FUND MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Subrecipient must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management 2 C.F.R. § 200.302
- Internal Controls 2 C.F.R. § 200.303
- Procurement Standards 2 C.F.R. §§ 200.317-200.327
- Personnel 2 C.F.R. §§ 200.430-200.431.
    - Subrecipient shall maintain documented support for personnel costs (i.e., some form of time and effort documentation) to ensure in compliance with requirements
- Property Standards 2 C.F.R. §§ 200.311-200.316
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The County reserves the right to review all business systems policies.

A. PROGRAM INCOME TREATMENT: If program income is created because of this subaward, 2 C.F.R § 200.307 requires to add program income to the subaward. Any program income generated from this subaward must be used for the purposes and under the conditions of this Agreement. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income", please see 2 CFR 200.1.

XIII. UNIQUE ENTITY IDENTIFIER (UEI)

Each successful Subrecipient who is awarded $25,000 or more must provide the following prior to an Agreement being executed a Unique Entity Identifier (UEI) assigned as proof of current registration in the System for Award Management (SAM/SAM.gov). Additionally, SAM registration must be in good standing and maintained for the term of the Agreement. The SAM registration information may be found at https://sam.gov/content/home.

XIV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Subrecipient is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XV. CLOSEOUT REQUIREMENTS

The Subrecipient shall submit a closeout package with both programmatic report and financial reimbursement request. 2 C.F.R §200.344 requires all information regarding the closeout of subawards that would include compliance delivered with that 90-day timeframe.

At a minimum, the standard closeout package includes all final documents from the Subrecipient:

- a final progress/performance report;
- a final financial report;
- compliance confirmation, including any monitoring and/or site visit reports and communications along with any corrective action plan(s) approved and implemented; and
- financial reconciliation between what was obligated to the Subrecipient and the amount of money the Subrecipient was reimbursed

XVI. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XVII. FORCED LABOR OF ETHNIC UYGHURS

If Subrecipient engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, Subrecipient certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the

County within five business days after becoming aware of the noncompliance. If Subrecipient does not provide the County with a written certification that Subrecipient has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

XVIII. NOTICES

The Subrecipient shall address all notices relative to this Agreement to:

Jay Smith
Forest Restoration Director
Flood Control District
5600 E. Commerce Ave, Flagstaff, AZ 86004
jaysmith@coconino.az.gov

The County shall address all notices relative to this Agreement to:

Anne Mottek
Treasurer
Greater Flagstaff Forests Partnership
119 E. Terrace Ave. Suite D, Flagstaff, AZ 86001
mottekconsulting@gmail.com



[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

Greater Flagstaff Forests Partnership Inc.

By _____

Printed Name: Neil Chapman, President

COCONINO COUNTY

By _____

Patrice Horstman, Chair Board of Supervisors

ACKNOWLEDGED before me
by Neil Chapman as President
of and for Greater Flagstaff Forests Partnership,
Inc., on this 6th day of October, 2025.

COURTNEY JO MAXWELL
Notary Public, State of Arizona
Coconino County
Commission # 640656
My Commission Expires
August 30, 2026

Courtney Maxwell
Notary Public

August 30, 2026
My Commission Expires

ATTEST:

Clerk of the Board

Approved as to form:

Deputy County Attorney

ATTACHMENT A
Section 17 Lowell Observatory/Observatory Mesa Fuels Reduction Project

Coconino County is requesting $816,779 in funding for the Lowell Observatory/ Observatory Mesa Fuels Reduction Project. The project will be managed by Greater Flagstaff Forests Partnership, a community based organization that supports collaborative efforts in forest restoration in the ponderosa pine forests surrounding Flagstaff, Arizona since 1996. We are happy to answer any questions as it relates to specifics. Please reach out to Government Affairs Manager Gregory Nelson.

Requestor:
Coconino County
219 E Cherry Ave
Flagstaff, AZ 86001

Primary Point of Contact:
Lucinda Andreani
Flood Control District Administrator and Deputy County Manager
Coconino County
landreani@coconino.az.gov
928-606-5087

Secondary Point of Contact:
Gregory Nelson
Government Affairs Manager
Coconino County
gnelson@coconino.az.gov
928-326-6717

Name of Project/Proposal:
Section 17 Lowell Observatory/Observatory Mesa Fuels Reduction Project (Lowell Observatory Project)

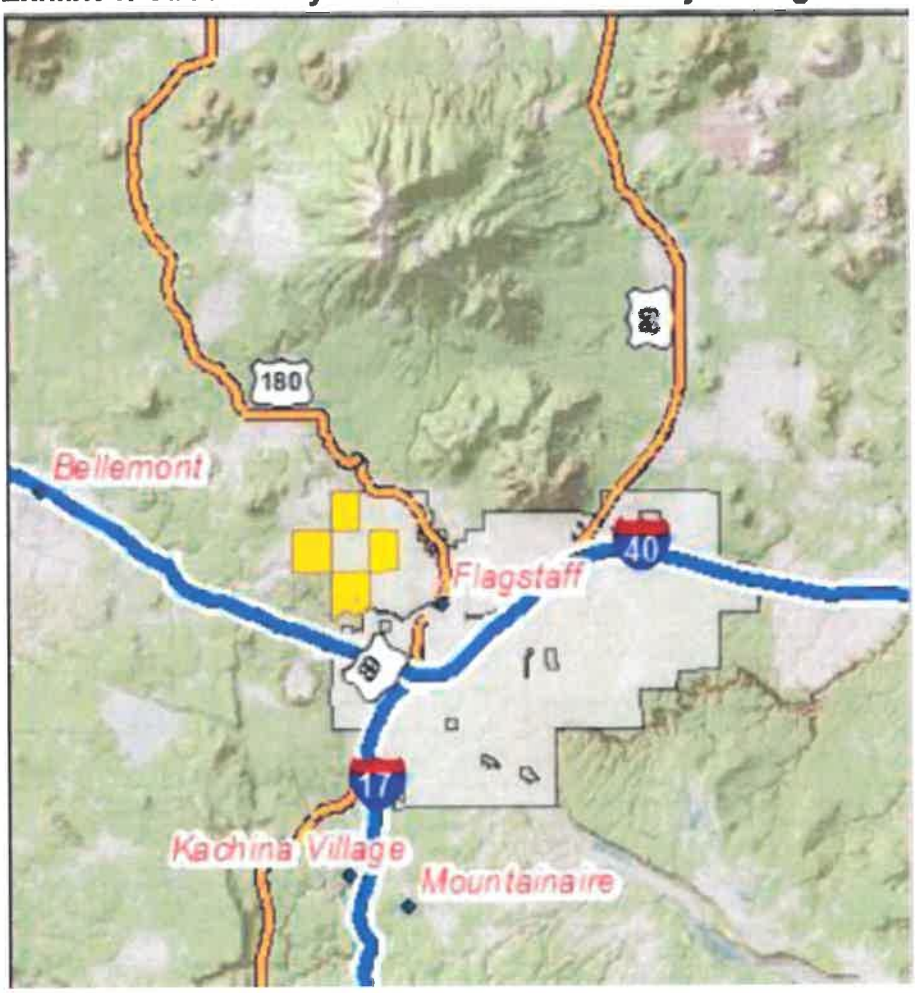
Project Location:
City of Flagstaff; Coconino County, Arizona

Project Description:

Location and Background:
The Lowell Observatory Project is in Coconino County and lies within the northwest portion of the City of Flagstaff on Observatory Mesa (see Exhibit 1). Four sections on the Mesa, owned by the City of Flagstaff,

is within the Observatory Mesa Natural Area, which is designated as open space. According to the City of Flagstaff, "Open space defines the region's quality of life, protects the region's ecological health, supports existing and future economic development, and preserves historic and cultural resources."[1] The Mesa is a favorite recreational area, and includes the Flagstaff Urban Trail System (FUTS), and this asset greatly improves the quality of life for residents and visitors alike in Flagstaff.

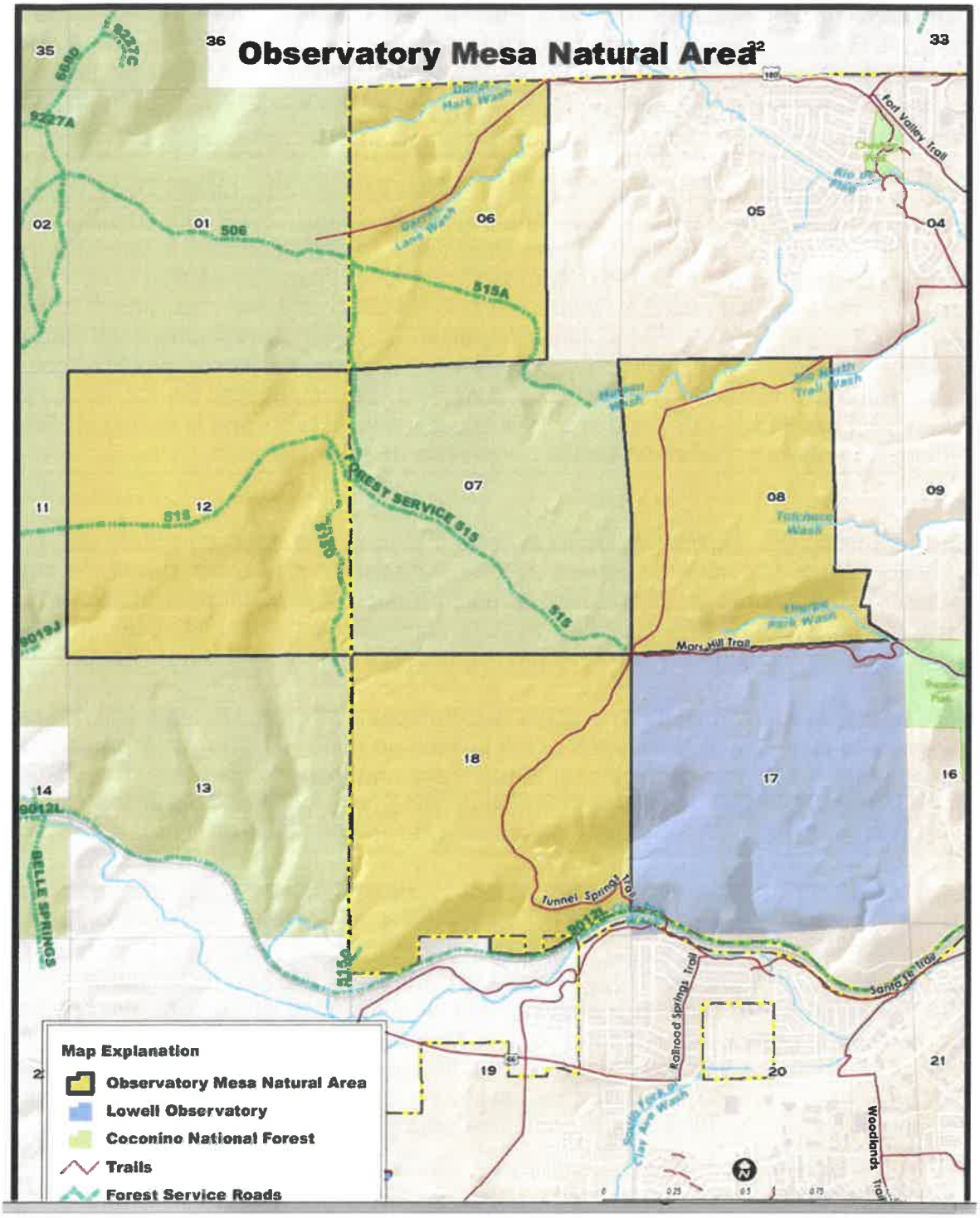
Exhibit 1. Observatory Mesa Natural Area in City of Flagstaff



The Observatory Mesa Natural Area consists of four sections (06, 08, 12 and 18) (see Exhibit 2). Section 17, owned by Lowell Observatory, lies on the southeast corner of the Natural Area, directly east of Section 18 (see Exhibit 2).

[1] *City of Flagstaff. Available online at: https://www.flagstaff.az.gov/2194/Open-Space-Natural-Areas*

24-DG-11030000-016**Exhibit 2. Observatory Mesa Natural Area and Section 17**



Through the Flagstaff Watershed Protection Project, all four of these City-owned sections have been treated through thinning small diameter trees and prescribed fire. Section 7, that sits in the middle of the Observatory Mesa Natural Area, is owned by the United States Forest Service (USFS). According to the USFS, the entire section has been marked, a thinning contractor is currently operating in this section, and thinning operations are expected to be completed this summer. Once Section 7 is complete, Section 17 is the only parcel that has not been treated on Observatory Mesa and presents increased wildfire risk for the entire mesa, as well as the City of Flagstaff and critical infrastructure that runs through Section 17 (e.g., Arizona Snowbowl Ski Resort's pipeline and buried powerlines).

Observatory Mesa is approximately one mile from City Hall and downtown Flagstaff. A catastrophic wildfire on Observatory Mesa would not only cause irreputable damage from the wildfire itself, but also there is a strong possibility that post-fire flooding would follow the wildfire, and flows would run downstream off the Mesa into the underlying Thorpe Park, historic neighborhoods, and into the middle of the City of Flagstaff.

In addition to the intrinsic values the Mesa holds, Section 17, privately-owned by Lowell Observatory, was established by Percival Lowell on May 28, 1894. For over 100 years, Lowell Observatory has connected visitors and scientists to the universe. Percival Lowell was initially interested in potential life on Mars; thus, as an iconic landmark and renowned overlook famous for its view, it is referred to as "Mars Hill." In 1965, the Observatory was designated a Registered National Historic Landmark, and in 2005, recognized as an Arizona Treasure by Governor Janet Napolitano. Lowell Observatory itself has a multitude of unique highly technical and historic telescopes and instruments. For example, Lowell Observatory is the site of the historic 24-inch Clark Refractor telescope, established on the Mars Hill campus by founder Percival Lowell over 125 years ago. The telescope itself is housed in its original fully wooden dome, including a set of Ford tires on which the dome rests and turns.

Project Scope:
The Lowell Observatory Project will complement the treatments that have already occurred on the four sections in the Observatory Mesa Natural Area as well as USFS' Section 7. Given that this is the only section that has not been treated, or is in the process of being treated, this will further increase the reduction in wildfire risk and the overall resiliency of the forest. Not only will the risk of wildfire be reduced, but also, thinning will decrease the presence of insects and disease, like mistletoe and bark beetle.

The project area encompasses approximately 672 acres that comprise Section 17, Mars Hill, Lowell Observatory, as well as five residences of Observatory staff located on Mars Hill. The project area also includes a buffer around Mars Hill Road that climbs up to the mesa and leads to the Mars Hill Lookout and Lowell Observatory. Mars Hill Road begins at the historic old town neighborhood in the City of Flagstaff and at the southwest corner of Thorpe Park, the largest city park in Flagstaff.

The project is shovel ready. Completed planning includes: 1) several meetings, exchanges, and agreements with the landowner; 2) several site visits; 3) mapping of the site (see Exhibit 3); 4) engagement with an on-the-ground project management firm; and 5) budget completed (see Table I). The project will be administered by the Greater Flagstaff Forests Partnership (GFFP), an established not-for-profit, since 1996, that has experience in managing and administering cost-share funded fuel reduction projects. The on-the-ground implementation will be managed by Campbell Global, an established reputable local firm, that has trained foresters to manage forest restoration projects. GFFP and Campbell Global have worked together on several cost-share grant projects and have formed a strong and successful partnership to effectively complete on-the-ground fuel reduction projects throughout the Greater Flagstaff region.

Exhibit 3. Lowell Observatory Treatment Map



The project's on-the-ground prescription will focus on fuel reduction, which includes thinning small-diameter ponderosa pine trees to reduce ladder fuels that can carry fire into the crowns of the larger trees and wildfire risk. This equates to a residual average basal area of 60-80 ft^2 per acre. Thinning operations will occur on 541 acres with conventional mechanical equipment, such as a feller buncher and skidder. In addition, all biomass (tree limbs and tops) will be removed from the site, which will further reduce wildfire risk. Hand thinning, on 35 acres, in areas with steep slopes, will be completed by a local conservation corp. When possible, smaller logs will be distributed to the Wood For Life program, and this will be coordinated with the USFS. Approximately 96 acres are fairly open, with fewer trees, and will require little to no treatment, depending on site conditions. In addition, the project will include defensible space treatments around Lowell Observatory, Mars Hill Road, and staff's residences. This will include removal of trees that are close to structures and will follow the National Wildfire Coordinating Group's (NWCG) standards. The USFS will conduct road grading to prepare for logging trucks to remove logs and biomass off the site. Mechanical thinning and biomass removal implementation is estimated at three months, with some front and backend time. In total, the project is estimated completion within six months, barring any unforeseen delays (e.g., fire restrictions, weather).

A broad community outreach program will be developed. Community outreach events, press releases, and meetings with community leaders and interest groups will be conducted to inform community members about the expected operations, the benefits this project will provide, and to alleviate any concerns about operations on Observatory Mesa/Lowell Observatory.

Budget:
Total Project Cost: $966,779
Leveraged Funds: $150,000
Congressional Directed Spending Request: $816,779

No treatment Steep	65.3	$0	$0	$0	
No treatment needed	30.6	$0	$0	$0	
FS Road Grading			$6,000	$6,000	
GFFP			$25,000	$25,000	
Campbell Global			$82,000	$82,000	
Total Direct Costs	**607**	**$1,448**	$878,890	**$878,890**	
GFFP Indirect			$87,889	**$87,889**	
Total w/Indirect			$966,779	**$966,779**	
Total Funding Ask				**$816,779**	
Total Acres	**672**				

List of Entities or Organizations Partnering in or Supporting the Project:

Campbell Global
City of Flagstaff
Coconino County
Coconino County Flood Control District
Conservation Corps Organizations
Flagstaff Watershed Protection Project
Greater Flagstaff Forests Partnership
U.S. Forest Service
Wood for Life

Is this project's funding request scalable?

Yes, the project is scalable. However, the City of Flagstaff and Lowell Observatory are committing a 25% match to show their priority to this project. If the Lowell Observatory Project is not fully funded, any treatment on Section 17 is better than none, and it will have some impact on fire risk reduction, although not to the extent that could be achieved if the total acreage is treated. In Flagstaff, there are several examples where wildfires reached a treated area of the forest, and the fire dropped to the ground sufficiently enough that firefighters were able to contain the blaze (e.g., 2006 Woody Fire that was headed toward Lowell Observatory/Observatory Mesa and the 2012 Hardy Fire, behind Little America Hotel, and ignited one day before the Schultz Fire). These fires proved treatments work, and studies have shown that denser areas of the forest, with ladder fuels, can carry fire to the crowns of the trees and explode into uncontrollable crown fires. The aftermath has shown that the economic consequences are far higher than the cost of treatments.

In addition, if not fully funded, we can seek further funding from cost-share grants. However, for efficiency and cost reduction, the advantage of full funding would decrease the cost for logging contractors as they do not have to mobilize their equipment and workforce multiple times. This unequivocally will increase the project's cost, and it will not provide results that are so direly needed, given the increase in wildfire activity in the Greater Flagstaff region.

Will this project occur on federal land? No, the project is on privately owned land.

Performance Period:
August 28, 2024 – September 30, 2027

Performance Metrics: Use attachment form FS 1500-23 for performance metrics reporting. The cadence of reporting shall be quarterly.

Attachment B
UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the County, also described as "subrecipient".

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the County to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"County"* means Coconino County, Arizona and the Department of the County that executes the Contract.

1.13. *"County Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Coconino County Policies and Procedures.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at or federal audit authority, or any other authorized third-party at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government or authorized third party, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines non- compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

3.8. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.9. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and

accurate invoice for payment from the County within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County, unless not required by law.

4.4. Availability of Funds for the Next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current County fiscal year. Should the County Board of Supervisors enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions:

4.5.1. Accept a decrease in price offered by the Contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The County shall not unreasonably withhold, condition, or delay approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The Parties to this Contract agree that the County, its districts, departments, officers, officials, agents, employees and volunteers shall be indemnified and held harmless by the Contractor for the vicarious liability of the County as a result of entering into this Contract. However, the Parties further agree that the County, its departments, districts, officers, officials, agents, employees and volunteers shall be responsible for its own negligence. Each Party to this Contract is responsible for its own negligence.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County, within the State of Arizona, shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof

and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one (1) year after acceptance by the County of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.5.1. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7.5.2. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.5.3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

7.5.4. Generally applicable federal environmental laws and regulations.

7.5.5. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

7.5.6. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

basis of race, color, or national origin under programs or activities receiving federal financial assistance;

7.5.7. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

7.5.8. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

7.5.9. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

7.5.10. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

7.5.11. Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County, within the State of Arizona, is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. County's Contractual Remedies

8.1. Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

8.2. Stop Work Order.

8.2.1. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all

reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

9.4. Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to

the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

9.5.3. The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The Parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Attachment C
Insurance Responsibilities of Subrecipient and Subcontractors

All entities shall maintain adequate insurance acceptable to Coconino County, and evidence this directly to Coconino County, Greater Flagstaff Forests Partnership, Inc. ("GFFP"), and Lowell Observatory via a current certificate of insurance issued separately to each of the following three (3) entities; Coconino County, GFFP, and Lowell Observatory, showing coverage in force prior to commencement of, and during the work period on the Lowell Observatory Property.

MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor shall provide and maintain and cause its subcontractors maintain appropriate insurance acceptable to Coconino County, GFFP, and Lowell Observatory with coverages with limits of liability not less than those stated below.

I. **Greater Flagstaff Forests Partnership Inc** (subrecipient/administrator of the grant):

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

II. **Campbell Global** (subcontractor for oversight of logging operations):

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor waiver or Partnership waiver) form, if the contractor has no employees.

III. Logging Subcontractor:

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000
- Logger's Broad Form (as an endorsement to General Liability)

$1M Each Occurrence
$1M Aggregate

Aggregate limits will be specific to the agreement. In lieu of per project aggregate, contractor may secure Umbrella Liability with minimum limits of $1,000,000 Each Occurrence and $1,000,000 Aggregate.

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor waiver or Partnership waiver) form, if the contractor has no employees.

4. Pollution Liability
   - Per Occurrence $1,000,000

Applicable to each entity's policy:

Each policy shall be endorsed to include the following additional insured language: Coconino County its departments, districts, boards, agents, officers, officials, employees, and volunteers;

GFFP; and Lowell Observatory as additional insureds for General Liability, Automobile Liability and where applicable for Logger's Broad Form Liability and Pollution Liability, and will specify that the insurance afforded by the Subrecipient or subcontractor hired by the Subrecipient is primary insurance and that any insurance coverage carried or self-insurance by the County, any district, department, board or any employee will be excess coverage and not contributory insurance to that provided by the Subrecipient or the Subcontractor hired by the Subrecipient. The insurance policies for General Liability, Automobile Liability, Logger's Broad Form Liability, and Pollution Liaiblity must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due to the Independent Contractor. Each insurance policy shall be endorsed with a waiver of subrogation against the County, GFFP and Lowell Observatory and their respective departments, boards, commissions, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Subrecipient/Contractor or a Subcontractor hired by the Subrecipient.

FWPP GRANT AGREEMENT BETWEEN

CITY OF FLAGSTAFF

AND

GREATER FLAGSTAFF FORESTS PARTNERSHIP

FOR

LOWELL OBSERVATORY/OBSERVATORY MESA FUELS REDUCTION PROJECT

This FWPP Grant Agreement ("Agreement") between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and the Greater Flagstaff Forests Partnership, Inc., an Arizona nonprofit corporation ("GFFP"), shall be effective as of the date of the last signature below. The GFFP and the City may be referred to in this Agreement collectively as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, Coconino County submitted a request for Congressionally Directed Spending Community Project Grant funding to reduce forest fuels on Section 17, Lowell Observatory land, to reduce the risk of catastrophic wildfire to residents in the City of Flagstaff and surrounding communities (the "Lowell Project") and was awarded $816,779 to support the Lowell Project;

WHEREAS, Coconino County has entered into a grant agreement with GFFP, a copy of which is attached hereto as Exhibit A ("Lowell Project Grant Agreement"), to oversee the Lowell Project and discharge Lowell Project funding as a subrecipient of the Congressionally Directed Spending Community Project Grant;

WHEREAS, the County's Congressionally Directed Spending Community Project Grant request identified the City as a partnering organization and a potential source for a grant contribution to assist with Lowell Project funding;

WHEREAS, in 2012, Flagstaff voters passed Question 405, which authorized the City to sell and issue general obligation bonds in a principal amount up to $10,000,000 to support the Forest Health and Water Supply Protection Project (now referred to as the Flagstaff Watershed Protection Project "FWPP");

WHEREAS, FWPP identified Section 17 of Observatory Mesa as an area where forest restoration treatment is needed, and the City desires to leverage its FWPP funding by supporting GFFP's work on Observatory Mesa with a $100,000 grant that will serve as a grant contribution for the Lowell Project;

WHEREAS, the Parties are entering into this Agreement to establish the terms and conditions under which GFFP is receiving the grant funds.

AGREEMENT

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

1. SCOPE OF WORK

1.1 Scope of Work. GFFP hereby agrees to receive this FWPP Grant and complete the project described in the Project Proposal attached as Attachment A to the Lowell Project Grant Agreement and incorporated by reference into this Agreement. The Grant Funds will be used for general operational expenditures related to the Lowell Project's goals and objectives, which are detailed in the Project Proposal.

1.2 Project Timeframe. The Lowell Project is expected to be completed by September 30, 2027. The completion period may be extended by the mutual written consent of the Parties.

1.3 Changes to Scope of Work. GFFP is being awarded this FWPP Grant to implement the Lowell Project, and the City expects GFFP to use the grant funds to achieve the Lowell Project's described goals and objectives. No amendment(s) shall be made to the Scope of Work except by mutual written consent of the Parties pursuant to the requirements of this Agreement. To obtain an amendment to the Scope of Work, GFFP must submit a revised Scope of Work with a written request for approval. If approved by City, a Scope of Work amendment will be drafted and executed by duly authorized signatories before the amendment will become effective.

2. GRANT AWARD

2.1 Grant Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will award GFFP one hundred thousand dollars ($100,000) (the "Grant Funds") to implement the Lowell Project. GFFP agrees to be responsible for all sums in excess of this amount necessary to complete the Lowell Project. GFFP agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. GFFP shall not use the Grant Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Grant Funds will constitute a breach of this Agreement, and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 Grant Funds Disbursement. The City will disburse 50% of the Grant Funds ($50,000) to GFFP within thirty (30) days after the effective date of the Agreement ("Initial Grant Funds Disbursement"). Disbursement of the remaining 50% of the Grant Funds will be provided on a reimbursement basis after the Initial Grant Funds Disbursement is exhausted and documentation of eligible expenses is provided pursuant to Section 2.3 below. GFFP may request reimbursement of eligible expenses on a monthly basis by submitting invoices to the City in conjunction with its monthly report. City will make reimbursement payments within thirty (30) days after receipt of invoices.

2.3 Documentation of Expenses. Full documentation of eligible expenses must be provided as part of GFFP's monthly reporting (see Section 3 below). Copies of all eligible expense receipts must be submitted in PDF format. If at the time of Lowell Project completion, the total documented eligible expenses are less than the grant award amount, the unused funds must be returned to the City.

2.4 Limitations on Use of Funds. The Grant Funds may only be used to pay for expenses related to Lowell Project administration. Grant funding CANNOT be used for any of the following:

a. To purchase or lease land or buildings;

b. To match or augment other City-funded projects;

c. Personal expenses of individuals employed by GFFP;

d. GFFP expenses not related to the Lowell Project.

Any Grant Funds spent on expenses unrelated to the Lowell Project will be deemed ineligible expenses and may require that GFFP return Grant Funds to the City pursuant to Section 2.3 above.

3. REPORTING

3.1 Monthly Reporting. GFFP will provide monthly reports within five (5) working days of the last day of the month. Each monthly report must include a summary of progress on the Lowell Project and accounting of Grant Funds expended.

3.2 Final Report. A final report must be provided by the GFFP within thirty (30) days following completion of the Lowell Project or termination of this Agreement. The final report must include aggregate calculations of the information provided in prior monthly reports and photo or video documentation of the Lowell Project.

3.3 City Council Presentation. GFFP commits to appear before City Council to present its final report and participate in public outreach opportunities related to the grant award.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of the last signature below and will terminate upon the City's acceptance of GFFP's final report, unless terminated earlier as provided herein.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Documentation and Record-Keeping. GFFP shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement.

5.2 Audits and Inspections. All GFFP records with respect to any matters covered by this Agreement shall be made available to the City at any time during normal business hours, as often as the City deems necessary, unless otherwise protected by law. Failure of GFFP to comply with the above audit requirements will constitute a violation of this Agreement.

6. INDEPENDENT ENTITY STATUS

GFFP takes full responsibility for the Lowell Project and Lowell Project participants. GFFP is an independent entity in the performance of its activities and functions. GFFP and City are not and

shall not be considered partners or agents of each other and neither shall have the power to bind or obligate the other. Under no circumstances will the Lowell Project be considered a joint venture between the City and GFFP. GFFP's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. GFFP shall be responsible for all Lowell Project participant claims for Workers' Compensation benefits, or other claims by participants arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and GFFP shall hold the City harmless for all such claims.

7. UNFORESEEN DELAY IN PERFORMANCE

GFFP shall not be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Lowell Project if delay in the performance of such obligations is due to unforeseeable circumstances beyond its control. The time for performance may be extended for any period of the unforeseen delay, as determined by the City.

8. INSURANCE

8.1 Minimum Scope and Limits of Insurance. GFFP shall procure and maintain insurance in compliance with Section XII of the Lowell Project Grant Agreement, and the City shall be identified as an additional insured on all required policies.

8.2 Minimum Requirements. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect GFFP from liabilities that might arise out of the performance of the Lowell Project, and GFFP is free to purchase additional insurance as may be determined necessary.

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

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

9. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, GFFP agrees to defend, indemnify, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney’s fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as “Claims”) that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of GFFP or any of GFFP’s directors, officers, agents, employees, or volunteers in

connection with or incident to this Agreement. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

10. 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:

To City:

Neil Chapman
Wildland Fire Captain
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001
(928) 213-2512 office
(928) 606-9840 mobile
neil.chapman@flagstaffaz.gov

To GFFP:

Anne Mottek
Director, Greater Flagstaff Forests Partnership
119 E. Terrace Ave.
Suite D
Flagstaff, AZ 86001
(928) 213-0413 office
(928) 310-8102 mobile
mottekconsulting@gmail.com

11. DEFAULT/REMEDIES

In the event of any default or breach of this Agreement or any of its terms or conditions by either Party, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. Any established breach or default shall be remedied within fourteen (14) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within fourteen (14) days, the aggrieved Party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by GFFP, the City, at its sole election and in addition to any other remedy, may immediately seek reimbursement of unused funds previously disbursed.

12. TERMINATION

Either Party may terminate this Agreement by providing the other Party thirty (30) days' written notice of its intent to terminate. In the event this Agreement is terminated pursuant to this provision, GFFP shall immediately reimburse the City any unused funds previously disbursed.

13. AMENDMENTS

Any change in this Agreement, including but not limited to the Scope of Work and Grant Funds, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by the duly authorized representatives of GFFP and the City (the authorized representative for the City is the City Manager). Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of GFFP's Grant Funds if applicable; 3) be titled as an "Amendment," and 4) be signed by the Parties identified in the preceding sentence. GFFP understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person,

shall be used or construed as an amendment or modification or supplementation to this Agreement.

14. NON-DISCRIMINATION

GFFP shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

15. COMPLIANCE WITH ALL LAWS

GFFP shall comply with all city, state, and federal laws and regulations, including the City of Flagstaff's Minimum Wage Ordinance (City Code Chapter 15-01).

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

17. DISPUTE RESOLUTION

The Parties shall have the right to litigate any disputes that arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or inequity is instituted between the Parties in connection with 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.

18. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

19. NO ASSIGNMENT

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

20. 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.

21. INTEGRATION; MODIFICATION

The Parties acknowledge and agree that they have 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. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or

amended only by written agreement signed by both Parties, and any such modification or amendment will become effective on the date so specified.

22. PUBLIC RECORDS

The Parties acknowledge that the City is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. § 39-121. et seq. In the event that a public records request is received by the City requesting records described as confidential, which the City determines must be disclosed, the City shall notify the other Party prior to disclosure.

23. 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 authority the same.

Signature page to follow

IN WITNESS WHEREOF, the undersigned have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits and, as duly authorized signatories of their respective entities, hereby agree to be bound by its requirements, terms and conditions.

GFFP

_____

Print name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date:_____

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney's Office

Exhibit A

Coconino County grant agreement with the Greater Flagstaff Forests Partnership

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Mikelson, Housing Planning Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Approval of Contract: Adaptive Reuse Bond Program Loan Documents for Urban Lofts by 2705 N 4th St, LLC

STAFF RECOMMENDED ACTION:

Approve loan documents with the developer, 2705 N 4th St, LLC, for a $640,000 loan using Adaptive Reuse Bond Program funds, for the development of affordable housing units:

a. Funding Agreement
b. Promissory Note
c. Deed of Trust
d. Declaration of Restrictive Covenants,

and authorize the City Manager to execute such documents, with authority to approve clerical or minor revisions if needed.

Executive Summary:

Staff is requesting Council's approval of a loan for the developer of the Urban Lofts project, who responded to an open call for applications for funding and is eligible for an award of $640,000 for renovation purposes for their affordable adaptive reuse project.

- Unit count: 16 affordable, 1 market rate
- Income Level Served: average of 80% AMI, maximum 100% AMI
- Loan Amount: $640,000 ($40,000 per affordable unit)
- 0% interest and no payments required during 30-year loan term
- Loan forgiven at 30 years of compliance

Financial Impact:

Project Name: Urban Lofts
Cost: $640,000 ($40,000 per affordable unit)
Account Number Budgeted: 411-13-105-0353-4-4290
FY Budgeted Amount: $706,986
Grant Funded: n/a
Funding Source: Housing Bond (Prop 442) – Adaptive Reuse Bond Program

Policy Impact:

None

Previous Council Decision or Community Discussion:

Council Approved the Adaptive Reuse Bond Program by Resolution 2025-44 on September 2, 2025

Options and Alternatives to Recommended Action:

1. Approve the loan as recommended
2. Amend the loan per Council direction
3. Reject staff recommendation

Background and History:

Housing Bond

Proposition 442 – authorizing the use of $20 million dollars of general obligation bonds for "Creating Rental and Ownership Opportunities for Residents of Flagstaff" was approved by the voters in the November 2022 General Election. Proposition 442 identified four affordable housing spending categories, including "repurposing existing available buildings for rental housing."

Adaptive Reuse Bond Program

Approved by City Council on September 2, 2025 (Resolution 2025-44), the Adaptive Reuse Bond Program is intended to provide funding to developers of eligible projects who are adaptively reusing Flagstaff's existing building stock for the creation of affordable housing, serving households at an average of 80% AMI, with a maximum household income of 100% AMI.

Application Process

The Program offers a simple non-competitive application process, with funds awarded to applicants on a pass/fail basis. The Housing Investment section published an online application for funding on September 9, 2025. AXXO Holdings submitted an application for funding on January 15, 2026. Staff determined their project passed all Program requirements and provided the developer with a notice of funding reservation on February 5, 2026.

Project Details

Last winter, the developer purchased an empty office building located at 2705 N Fourth Street with financing provided by Foothills Bank. The developer is proposing to convert the office building into 16 affordable rental housing units, plus one market-rate unit. The unit mix will include one studio, 14 one-bedrooms and 2 two-bedrooms. Rents will be affordable to workforce households earning an average of 80% of the area median income, with a maximum 100% AMI for the 30-year loan term. The City's Current Planning Section approved the Urban Lofts site plan on August 14, 2026. The developer is planning to begin renovations once this loan closes.

Loan Documents

Attached loan documents include a funding agreement between the City of Flagstaff and 2705 N 4th LLC, a promissory note, a declaration of restrictive covenants, and a deed of trust. All documents were prepared by the City's legal counsel and reviewed and accepted by the awardee.

Connection to PBB Priorities and Objectives:

Livable Community: Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:

Policy HA.4 Further the development and rehabilitation of affordable and accessible rental opportunities for residents at all income levels
HA.5 Support the development of ownership and rental units that are priced below market rate
HA.6 Provide long-term affordability through permanently affordable housing models and public/private partnerships.
Policy NE.2 Include a range of housing options for all income levels in neighborhoods.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents
HA-2: Connect people to equitable housing solutions.

Connection to 10-Year Housing Plan:
Goal: Create housing options for households at all income levels and family sizes occupied by local residents.
Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
Preserve 1: Encourage the adaptive reuse of buildings.
Goal: Protect people from housing discrimination and remove housing barriers.
Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Connection to Division Specific Plan:
n/a

Attachments:
Funding Agreement
Declaration of Restrictive Covenants
Deed of Trust
Promissory Note
Adaptive Reuse Bond Program Policy

When recorded, return to:
City Clerk
211 W. Aspen Avenue
Flagstaff, Arizona 86001

FUNDING AGREEMENT

URBAN LOFTS

2705 N Fourth St, Flagstaff, Arizona 86004

THIS FUNDING AGREEMENT (this "Agreement"), dated as of _____, 2026, is made and entered into by and between 2705 N 4th STREET LLC, a Wyoming limited liability company (the "Borrower"), and CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona (the "City").

R E C I T A L S

A. Proposition 442 was approved by the voters November 8, 2022, which authorized the City of Flagstaff to utilize $20 million ($20,000,000.00) in general obligation bond funds to create rental and ownership opportunities for Flagstaff residents, with one of its funding categories being, "Repurpose Existing Buildings into Rental Units."

B. The Adaptive Reuse Bond Program ("ARBP" or "Program") was approved by the City Council on September 2, 2025, as evidenced by City Resolution No. 2025-44, its purpose to provide loans to eligible for profit and nonprofit developers of rental housing to create new rental housing from existing buildings within the City, specifically to repurpose and rehabilitate existing buildings into new affordable rental units to house and serve residents at or below eighty percent (80%) area median income ("AMI") with a maximum household income of one hundred percent (100%) AMI.

C. The ARBP will be funded with three million dollars ($3,000,000.00) of the twenty million ($20,000,000) bond funds described in Recital A. For the purposes of the Program, "Adaptive Reuse" is defined as repurposing and/or rehabilitating any existing building for the creation of new affordable residential units.

D. The City made available the Program funds through an open call for applications in September 2025 and through its evaluation process identified Borrower to receive an award of funds from the ARBP ("ARBP Funds"), which will be in the form of a loan to Borrower.

E. Borrower has a fee simple interest in certain real property and improvements thereon located at 2705 N. 4th Street in Flagstaff, Arizona, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

F. AXXO HOLDINGS, LLC, an Arizona limited liability company ("Applicant"), submitted an Application for grant of ARBP Funds on behalf of Borrower for development of the Property.

G. The City subject to the Borrower's agreement to and compliance with the terms and conditions of the ARBP award and the ARBP Funds documents, which include this Agreement, the Promissory Note, Deed of Trust (With Assignment of Rents and Security Agreement and Fixture Filing) ("Deed of Trust"), Declaration of Restrictive Covenants, and such other documents as the City in its sole discretion shall determine necessary, agrees to provide to Borrower a forgivable loan in the original principal amount of Six Hundred and Forty Thousand and 00/100 Dollars ($640,000.00) of ARBP Funds (the "Loan") for the construction of seventeen (17) residential units as further detailed in the Site Plan on file with the City (the "Improvements"), which will include sixteen (16) affordable units serving households at or below eighty percent (80%) AMI and no greater than one hundred percent (100%) AMI, and be known as Urban Lofts. The Land and the Improvements are referred to collectively hereafter as the "Development."

H. The Borrower and the City have negotiated the terms and conditions of, and wish to enter into, this Agreement in order to set forth the terms and conditions of the disbursement of the Loan and specific terms and conditions concerning the ARBP Funds as indicated herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are incorporated into and made a part hereof.

2. DEFINITIONS. In addition to the terms defined in the Recitals, as used in this Agreement the terms listed below shall have the following meanings unless otherwise required by the context:

First Mortgagee: The issuer of the First Mortgage Loan, Foothills Bank, n.a. and any of its successors or assigns and any subsequent First Mortgagee entered into in accordance with the terms of this Agreement.

First Mortgage: The loan issued by Foothills Bank, n.a. to fund acquisition of the Property and secured by a Deed of Trust recorded on _____, 2026 instrument no. _____ in the official records of the Coconino County Recorder in consideration for funds used to acquire the Property for Adaptive Reuse.

Completion Date: The Completion Date shall mean such date when the City of Flagstaff has issued a Certificate of Occupancy for the Project, which shall occur on or before February 5, 2028 (no later than 24 months of the Borrower receiving notification of reservation of Program funds).

Construction Contract: The contract between the Borrower and the General Contractor for the construction, rehabilitation, and renovation of the Improvements for purposes of creating new Units.

Contractor or General Contractor: _____

Declaration: that certain Declaration of Restrictive Covenants by the Borrower in favor of the City in connection with the Loan and recorded simultaneously with this document.

Developer: 2705 N 4th Street LLC.

Development: The Improvements after completion of construction, rehabilitation, and renovation in accordance with the Final Plans.

Events of Default: As defined in Section 10 of this Agreement.

Final Plans: The plans and specifications for the construction or rehabilitation of the Improvements and all amendments and modifications must be reviewed and approved by the City prior to the disbursement of the Loan.

Loan Documents: The Note, this Funding Agreement, Deed of Trust, the Declaration and all other documents evidencing or securing the Loan.

Note: That certain Promissory Note dated as of the date hereof, in the principal amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) by the Borrower to the City, evidencing the Loan pursuant to the Loan Documents, as may be amended, modified or supplemented from time to time.

Operating Agreement: The Operating Agreement of the Borrower dated as of _____.

State: Shall mean the state of Arizona.

Units: The sixteen (16) new affordable housing residential units described in the Final Plans.

3. THE LOAN.

The City will make the Loan to the Borrower subject to the terms and conditions set forth herein, and the Borrower agrees to the Loan and expressly agrees to comply with and perform all of the terms and conditions of the Loan Documents.

(a) Disbursement and Use of ARBP Funds. The City will disburse the proceeds of the Loan to Borrower within thirty (30) days after execution of this Agreement, but only after the recordation of the Deed of Trust and Declaration (which also shall be recorded in such thirty (30)

day period). Funds shall be used as outlined in the Borrower's/Applicant's application for funding to complete construction or rehabilitation of an affordable housing project that meets the requirements of the ARBP as established in City of Flagstaff Resolution No. 2025-44.

(b) Term. The term of the Loan shall commence upon the disbursement of the ARBP Funds and continue for thirty (30) years after issuance of the Certificate of Occupancy for the Development.

(c) Security. The Loan shall be evidenced by the Note and the other Loan Documents as herein provided.

(d) Interest and Payments. No interest and no payments are required during the Term of the Loan if the Borrower has not otherwise defaulted on the Loan and if the affordable units in the Development continuously meet affordability and maintenance requirements as reasonably determined by the City under the terms of this Agreement.

(e) Loan Forgiveness. Upon Borrower's strict compliance with the Loan Documentsthroughout the entire Term, as reasonably determined by City, the City will forgive the balance of the Loan consistent with the ARBP Award and as more specifically described in the Promissory Note. The minimum required affordability period is thirty (30) years from the Certificate of Occupancy and shall be sustained regardless of any transfer of ownership of the Property, such transfer being subject to the terms and conditions of the Loan Documents. Upon forgiveness of the Loan, or upon prepayment of the Loan, as the case may be, the City shall cause the Deed of Trust and Declaration of Restrictive Covenant to be released.

4. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement and Completion. The Borrower shall cause construction, rehabilitation, and renovation of the Improvements to be prosecuted with reasonable diligence and dispatch so that the Improvements are completed substantially in accordance with the Final Plans on or before the Completion Date, free and clear of all liens or claims for materials, labor, services, or other items furnished in the construction of the Improvements, and in full compliance with all building, zoning and other applicable local, state and federal ordinances and regulations. The Completion Date shall be extended for Unavoidable Delays (as defined below). Completion of the Improvements shall be evidenced by issuance of a certificate of occupancy or completion on all of the Improvements by the governmental authorities having jurisdiction over the Development. "Unavoidable Delays" is defined as delays due to strikes, pandemics, blackouts, acts of God, restrictions of any governmental authority, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental authority, enemy action, civil disturbance, fire, inclement weather, or any other act beyond the reasonable control of the Borrower, (excluding, however, the inability or failure of the Borrower to obtain any financing which may be necessary to carry out its obligations under this Agreement), provided, however, within fifteen (15) days after the termination of the occurrence which caused any such delay, the Borrower shall have given written notice to the City of the cause of the delay and the period of time during which it existed, and the period of Unavoidable Delay shall be such period of time

during which the particular delay existed or such longer period of time as the City, in its reasonable discretion, may determine.

(b) Right of City to Inspect. During construction of the Development and any warranty period, the City and any other agent or representative of the City shall have the right to enter the Development during normal business hours for the purpose of inspecting the construction and the Improvements upon forty-eight (48) hours prior written notice to the Borrower. The Borrower shall cause the General Contractor and all subcontractors and suppliers to cooperate with the City and such agents and representatives in the exercise of their rights and performance of their duties hereunder. This provision shall not impose on the City any obligation to inspect or to correct any defects discovered or to notify any person with respect thereto.

(c) Unit Availability for Occupancy. Units must be available for occupancy within twenty-four (24) months of the Borrower receiving notification of reservation of Program Funds.

5. CONDITIONS TO THE EXECUTION OF THIS AGREEMENT BY CITY. The conditions listed below are conditions precedent to City's execution hereof and shall be complied with in form and substance satisfactory to City and its counsel prior to City's execution hereof:

(a) Survey. The Borrower shall deliver to City a current survey of the Property, certified to the City.

(b) Contracts. The Borrower shall deliver to the City an executed copy of the Construction Contract.

(c) Note. The Note shall be duly authorized, executed and delivered by the Borrower to the City.

(d) Deed of Trust. The Deed of Trust shall be duly authorized and delivered by the Trustor to the City.

(e) Declaration. The Declaration shall be duly authorized, executed and delivered by the Borrower to the City.

(f) Organizational Documents. To the extent applicable, the Borrower shall deliver to the City the following documents:

i. The Certificate of Incorporation of the Borrower, or, if the Borrower is a limited partnership, the Certificate of Limited Partnership of the Borrower and all amendments thereto, or, if the Borrower is a limited liability company, the Articles of Organization of the Borrower and all amendments thereto, and the Certificate of Incorporation of any corporate general partners or managing members, as applicable, of the Borrower certified by the appropriate official of the state of their incorporation, together with a certificate of such official to the effect that each such entity is in good standing therein;

ii. A good standing certificate of the Borrower from the Arizona Corporation Commission;

iii. Articles of Incorporation and Bylaws of the Borrower, if a corporation, certified by the Secretary of such corporation; or Limited Partnership Agreement of the Borrower, if a limited partnership; or Articles of Organization and Operating Agreement of the Borrower, if a limited liability company;

iv. Incumbency certificates identifying the officers and directors of the Borrower or its General Partner or its Managing Member, as applicable, certified by the Secretary of such entity;

v. Certified resolutions of the Board of Directors of the Borrower or the corporate general partners or managers of Borrower, as applicable, authorizing the execution and delivery of the Loan Documents, and all other documents necessary or desirable for the consummation of the transactions contemplated by this Agreement; and

vi. Certified resolutions of the Borrower or its General Partner or its Managing Member, as applicable, authorizing the execution and delivery of the Loan Documents, and all other documents necessary or desirable for the consummation of the transactions contemplated by this Agreement.

(g) Insurance. The insurance requirements are attached hereto as **Exhibit "B"** and incorporated herein by reference and include the requirements of this paragraph. Borrower shall deliver evidence satisfactory to the City of the existence of public liability, builder's risk, permanent hazard/all risks, flood (if applicable) and worker's compensation insurance and any other reasonable insurance coverage. Borrower agrees that it shall immediately notify the City upon receiving notice of cancellation, modification or non-renewal of any policy. Borrower agrees that the City shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds advanced to continue said policies in full force and effect shall be considered as advances hereunder and shall bear interest from the date of disbursement at the default rate set forth under the Loan Documents.

(h) Other Documents. The Borrower shall deliver to the City such other documents and information as the City may reasonably require.

(i) Representations and Warranties. The representations and warranties of the Borrower as set forth in this Agreement and the Loan Documents shall be true and correct in all material respects at the time made.

6. EXPENSES. The Borrower shall pay all reasonable, third-party fees and charges actually incurred in the procuring and making of the Loan, if applicable, and all other reasonable, third-party expenses actually incurred by the City during the term of the Loan, including without limitation the title company's fees and premiums, charges for examination of title to the Development, expenses of surveys, legal fees and costs, and recording expenses. The Borrower

shall also pay any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Development, any other expenses shown as part of the total development cost, and any other amounts necessary for the payment of the cost of the Improvements.

7. SPECIAL PROVISIONS APPLICABLE TO LOANS UNDER THE ARBP AWARD. The Borrower expressly agrees to the following terms and conditions:

(a) Set Asides and Rent Level Requirements. The Borrower shall comply with the set asides, rent restrictions, demographic commitment and other requirements set forth in the Loan Documents.

(b) Compliance with the ARBP. Without limitation, and notwithstanding anything to the contrary herein, the ARBP Funds shall only be used for costs relating to acquisition and rehabilitation of the existing buildings (Improvements) for purposes of creating new affordable rental housing units. The ARBP Funds shall not be used for fees or costs related to the construction of new freestanding buildings, market-rate units in the project, complete demolition of buildings, renovation of existing residential units, or the improvement of undeveloped land. If Borrower fails to comply with the terms of ARBP Award and Loan Documents, the Loan will be deemed in default and it shall be required to immediately repay to the City the ARBP Funds.

(c) No Discrimination. The Borrower shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Development. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly is also not permitted. Notwithstanding the foregoing, Borrower and City may mutually agree to amend this Funding Agreement to allow for a facility that serves community needs of a specific group or category of persons requiring services so long as such operations are consistent with applicable laws.

(d) Prepayment Penalty. The Loan shall not be subject to any prepayment penalty.

(e) Sale, Transfer, or Refinancing of the Development. Any attempted sale, transfer, conveyance, of the Development, unless reviewed and approved in writing by the City in advance, is strictly prohibited and all principal and interest, as well as all other obligations due or accrued under the Loan Documents, shall be due immediately.

(f) Uniform Administrative Requirements. Borrower shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise. Reserved.

(g) Relocation of Tenants (Federal Funding Requirement). Reserved.

(h) Lead-Based Paint. The Development is subject to the requirements of 24 C.F.R. Part 35.

(i) Debarment and Suspension. Borrower hereby certifies that neither it nor any of its partners, members or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in receiving ARBP Program funds.

(j) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), ARBP Program funds may not be used with respect to the acquisition, new construction or rehabilitation of a Development located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards unless the community in which the Development is located is participating in the national flood insurance program; therefore, the Borrower hereby certifies that the Development is either not located in an area identified by FEMA as having special flood hazards or, if the Development is located in an area identified by FEMA as having special flood hazards, that the community in which the Development is located is participating in the national flood insurance program.

(k) Property Standards for Construction, Rehabilitation, and Renovation. The Development must meet or exceed the following requirements including, but not limited to, (i) the accessibility requirements of 24 CFR part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable, and (iii) the HUD energy efficiency standards established pursuant to section 109 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12709). Nothing herein shall be construed as waiving City building and development standards.

(l) VAWA Requirements. To the extent required by law, the Borrower agrees to comply with the Violence Against Women Act ("VAWA") requirements set forth in 24 CFR part 5, subpart L, including notice obligations and obligations under the emergency transfer plan.

(m) Citations. In the event that any of the citations listed herein are changed, modified, amended or corrected, Borrower agrees to comply with any and all applicable, similar statutes, rules or regulations.

(n) Cooperation. The Borrower shall cooperate fully, as and to the extent requested by the City, in connection with any audit or report required under the Act and the rules promulgated thereunder and with any other audit or reporting requirements under federal, state, or local law. Such cooperation shall include the retention and provision of records and information reasonably relevant to any such report or audit and making employees and agents available to provide additional information and explanation of any material provided under this Agreement.

(o) Reports. The Borrower shall provide the City with annual reports and a close-out report. These reports shall include the current status and progress by the Borrower in completing the Improvements and the expenditure of funds under this Agreement, in addition to any other information requested by the City. Annual reports are due to the City no later than thirty (30) days after the end of each calendar year and shall be sent each year until submission of the

administrative close-out report.

(p) Required certifications. Each report must include a certification, signed by an official who is authorized to legally bind the Borrower.

8. WARRANTIES AND REPRESENTATIONS OF THE BORROWER. The Borrower represents and warrants as of the date hereof, as follows:

(a) Organization Status. If a partnership, the Borrower is duly organized, is in good standing as a limited partnership under the laws of the State and the state of its organization, if different; further, each general partner of the Borrower if a corporation or a limited liability company, is duly organized and in good standing under the laws of the State and the state of incorporation or organization, if different. If a corporation, the Borrower is duly organized, is in good standing as a corporation under the laws of the State and the state of its organization, if different. If a limited liability company, the Borrower is duly organized, is in good standing as a limited liability company under the laws of the State and the state of its organization, if different.

(b) Compliance with Laws During Construction, Rehabilitation, or Renovation. Borrower warrants that activities during construction, rehabilitation, or renovation of the Development shall not result in any violation of any applicable zoning, building or any other local, state or federal laws, ordinances and regulations existing with respect to the Property or Development; the Borrower shall obtain all licenses, permits and approvals required by all local, state and federal agencies regulating such prior to engaging in such activities; and the Borrower is in compliance with all laws, regulations, ordinances and orders of all governmental authorities having jurisdiction over the Development.

(c) Suspension/Debarment. Borrower certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Borrower nor any of its contractors, subcontractors or suppliers are under suspension or debarment by the State of Arizona, the federal government or any governmental entity, instrumentality or authority and, if Borrower cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(d) Authority to Enter into Loan Documents. The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed in the opinions of its legal counsel are true and correct.

(e) Validity of Loan Documents. The Loan Documents have been approved by those people who have proper authority, and are in all respects legal, valid and binding according to their terms.

(f) Priority of Lien on Personalty. Except as previously disclosed in writing to the City or in the Title Insurance Policy, no chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement has been or will be executed with respect to any personal property, chattel or fixture used in conjunction with the Development.

(g) Conflicting Transactions of the Borrower. The consummation of the transaction hereby contemplated and the performance of the obligations of the Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any lease, bank loan or credit agreement, or other instrument to which the Borrower is a party or by which it may be bound or affected.

(h) Pending Litigation. Except for actions, suits or proceedings which have been specifically disclosed to and approved by the City in writing, there are no actions, suits or proceedings before or by any court or governmental authority, pending, threatened or affecting the Borrower or the Development which, if determined adversely to the Borrower or the Development, would have a materially adverse effect on the financial condition, properties, businesses or operations of the Borrower or the Development, or which may prevent or interfere with or adversely affect the Borrower entering into the Loan Documents, or the Borrower's ability to perform its obligations under the Loan Documents, or involving the validity of the Loan Documents, and, to the Borrower's knowledge, Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

(i) Advertising. Subject to applicable laws, rules and regulations, during the period of the construction of the Improvements, the City shall have the right to install and maintain on the Development one or more signs identifying the City, or to be identified on such signs installed by others, as one of the institutions financing the Development. A sign or signs will be provided by the City and erected at the Borrower's expense. In connection with any leasing of the Development, or any portion thereof, which has been approved by the City, the Borrower will not use any promotional advertising or other material using the City's name without first obtaining City's prior written approval thereof, which approval shall not be unreasonably withheld.

(j) Hazardous Waste. The Borrower is in compliance in all material respects with all provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and other similar federal, state and local statutory schemes imposing liability on the Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and orders issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. The Borrower has paid any environmental excise taxes, imposed upon it with respect to the Development pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(k) Representations and Warranties in Loan Documents. All of the representations and warranties of Borrower contained in the other Loan Documents are true and correct in all material respects and are incorporated herein by reference as if set out in full.

(l) Other Financing. The Borrower has not received any other financing for the Development other than the Loan and the First Mortgage Loan.

(m) Labor and Materials. All labor and materials contracted for in connection with the construction of the Improvements shall be used and employed solely on the Land in said construction and only in substantial accordance with the Final Plans.

(n) Contractor and Other Contractors. The Construction Contract and all other contracts with architects, engineers and other professionals, which have been or will be executed, are in full force and effect and are the legal, valid and binding obligations of the General Contractor and each other contractor, as applicable, enforceable in accordance with the respective terms thereof; the General Contractor is a duly licensed general contractor with the Arizona Registrar of Contractors under the laws of the State of Arizona; and each other professional is a duly licensed professional under the laws of the State of Arizona.

(o) Payments of Taxes. The Borrower and each of the guarantors, if any, has filed or caused to be filed, or will file or cause to be filed, all federal, state and local tax returns that are required to be filed and has paid or caused to be paid all taxes as shown on such returns or on any assessment received by it, to the extent that such taxes have become due.

(p) O.S.H.A. and Environmental Matters. The Borrower has duly complied with, and its properties are in full compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, the Environmental Protection Act, and the Resource Conservation and Recovery Act ("RCRA") and all rules and regulations thereunder and all similar state and local laws, rules and regulations, including but not limited to any and all of the foregoing relating in any manner to underground tanks and other storage facilities or equipment and the removal and disposal of asbestos; there have been no outstanding citations, notices or orders of noncompliance issued to Borrower relating to its businesses or properties under any such laws, rules or regulations.

(q) ADA Compliance. That to the best of its knowledge, and to the extent applicable, the Development complies and shall comply with the Americans With Disabilities Act of 1990, as implemented by 28 C.F.R. Part 35, as amended (the "ADA"); and to the extent any renovation or changes are required to be made to the Development, so as to have the Development comply with and meet all the requirements of the ADA, the Borrower shall, at its expense, promptly and immediately undertake said renovations or improvements. Furthermore, the Borrower indemnifies the City from and against all claims, damages, fines, penalties, losses, expenses (including costs and reasonable attorneys' fees), liabilities and obligations arising out of or relating to any breach by the Borrower of this representation or the fact that the Development is not in compliance with the ADA.

9. ADDITIONAL AND CONTINUING COVENANTS OF THE BORROWER.

The Borrower covenants and agrees with the City as follows:

(a) Compliance with Laws. The Borrower at all times will comply with all federal, state and local laws, ordinances and regulations relating to the ongoing use, operation, and maintenance of the Development, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for the Development.

(b) Brokerage Commissions. The Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and the Borrower will indemnify the City from the claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(c) The Borrower to Maintain Bookkeeping System. The Borrower shall maintain a bookkeeping system for the Development in form and content sufficient for the City to conduct reviews, inspections, certifications and reports required by this Agreement. The City shall have full (but confidential) access during normal business hours and after written notice to the Borrower, to the books, records and contracts pertaining to the Development, the Borrower and the General Contractor to determine the accuracy, correctness and reasonableness of the sum advanced hereunder. Borrower shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) fiscal years after all reporting requirements are satisfied and final disbursements have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(d) Collection of Insurance Proceeds. The Borrower will cooperate with the City in obtaining for the City the benefits of any insurance or other proceeds lawfully or equitably payable to it in connection with the transaction contemplated hereby and the collection of any indebtedness or obligation of the Borrower to the City incurred hereunder (including the payment by the Borrower of the expense of an independent appraisal on behalf of the City in case of a fire or other casualty affecting the Development).

(e) Consolidation, Merger, Entity Status. The Borrower shall not, without the City's prior written consent, consolidate with or merge into any other partnership, corporation or limited liability company, or permit another partnership, corporation or limited liability company to merge into it, or voluntarily or involuntarily fail to maintain its current status.

(f) Further Assurances and Preservation of Security. The Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as the City shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note, as the City may require.

(g) Utilization of Loan Proceeds. The Borrower will utilize the proceeds of the Loan solely for eligible uses under the ARBP.

(h) No Assignment. The Borrower shall not assign this Agreement, without the City's prior written consent, which consent may be granted or disallowed in the City's sole discretion.

Any assignment of this Agreement shall be made to the same assignee of all Loan Documents, and if not, any such assignment shall be void and of no effect.

(i) Rights Inferior. The City shall not be liable to materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the Land or employed in the construction of the Improvements, or for any debts or claims accruing to any of said parties against the Borrower or against the Development , and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between the City and any materialmen, contractors, sub-contractors, sub-subcontractors, craftsmen, laborers or any person supplying any work, labor or material.

(j) Borrower's Rights Assigned. The Borrower hereby assigns to the City, effective however, only after an Event of Default and the expiration of applicable cure periods, all rights of the Borrower under its contract with the General Contractor and under its contracts with any other professionals, and the City shall have the option after an Event of Default, and the expiration of applicable cure periods, in its sole discretion and in addition to any other rights and remedies the City may have, to exercise its rights under this assignment. Nothing herein shall be construed, however, to require the City to exercise any rights under this paragraph.

10. DEFAULT. Upon the occurrence of any of the following events and subject to the expiration of any applicable cure periods (an "Event of Default") all obligations on the part of the City shall, if the City elects, terminate, and the City may at its option exercise any of its remedies at law or equity including without limitation causing Borrower's immediate repayment of the Loan. All prior commitments to forgive any portion or all of the Loan shall be terminated and not reinstated notwithstanding the Borrower bringing the Loan into compliance or curing the Default.

(a) Bankruptcy. If there is filed by or against the Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of the Borrower, and any such petition not filed by the Borrower is not dismissed within ninety (90) days of the date of filing; or if the Borrower files a petition for reorganization under any of the provisions of the United States Bankruptcy Code or of any similar law, state, federal, or foreign, and any such petition is not dismissed within ninety (90) days of the date of filing, or if either of them makes a general assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction, any of which events, in the reasonable judgment of the City, will cause material interference with the timely completion of the Improvements; or

(b) Payment. The Borrower fails to make any payment of principal or interest required under the Note when due; or

(c) Breach of Covenants, Warranties, and Representations. If any warranty or representation made by the Borrower or pursuant to the terms of the Loan Documents shall be false or misleading in any material respect, or if the Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in the Loan Documents (provided, that with respect to nonmonetary Events of Default, the City shall give written notice to the Borrower, who shall have thirty (30) days after the date of the written notice to cure, which time may be reasonably extended by the City, provided that if Borrower cannot reasonably cure

within thirty (30) days, Borrower shall be entitled to such additional period of time as is the City deems appropriate in its sole discretion for Borrower to cure such nonperformance, and that with respect to monetary Events of Default, the Borrower shall have a five (5) day grace period), or is unable or unwilling to meet its obligations thereunder; or

(d) Failure to Comply with Requirements of ARBP Fund Recipients. If at any time the Borrower or Development is not in compliance with requirements associated with the ARBP, the Loan will be immediately due and payable to the City.

11. REMEDIES OF THE CITY. Upon the occurrence and during the continuance of an Event of Default, then the City may, at its option, upon written notice to the Borrower:

(a) Cancel this Agreement.

(b) Commence legal or equitable action to enforce performance of this Agreement.

(c) Accelerate the payment of the Note and the Loan and commence legal and equitable action to collect all such amounts due the City.

(e) Exercise any other rights or remedies the City may have under the Loan Documents referred to in this Agreement or executed in connection with the Loan or which may be available under applicable law.

No right, power or remedy of the City as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of the City, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to the City now or hereafter existing at law or in equity and may be pursued separately, successively or concurrently at the sole discretion of the City. The failure of the City to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

12. GENERAL TERMS. The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(a) Rights of Third Parties. All conditions of the City hereunder are imposed solely and exclusively for the benefit of the City and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the City will make the Loan in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the City at any time if, in its sole discretion, it deems it desirable to do so. In particular, the City makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Borrower's construction, rehabilitation, or renovation of the Improvements or the Development or the absence therefrom of defects.

(b) The Borrower Not City's Agent. Nothing in this Agreement, the Note, or any other Loan Document shall be construed to make the Borrower the City's agent for any purpose

whatsoever, or the Borrower and the City partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(c) The City Not Liable for Damage or Loss. All inspections and other services rendered by or on behalf of the City shall be rendered solely for the protection and benefit of the City. Neither the Borrower nor other third persons shall be entitled to claim any loss or damage against the City or against its agents or employees for failure to properly discharge their duties.

(d) The City Not Obligated to Insure Proper Disbursement of Funds to Third Parties. Nothing contained in this Agreement, or the Loan Documents, shall impose upon the City any obligation to oversee the proper use or application of any disbursements and advances of funds made pursuant to the Loan.

(e) Indemnification from Third Party Claims. The Borrower shall indemnify and hold harmless the City, its directors, officers, members, officials, employees and agents (collectively, the "Indemnified Parties"), from any actual, third party liability, claims or losses, including reasonable attorneys' fees and costs, resulting from the disbursement of the proceeds of the Loan to the Borrower or its designee or from the condition of the Development, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan excluding misconduct, bad faith or negligence of any of the Indemnified Parties. This provision shall survive the repayment or termination of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

(f) Rights of Subcontractor, Laborers and Materialmen. In no event shall this Agreement be construed to make the City, the Title Company or any agent of the City liable to the General Contractor or any subcontractor, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Development or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to such persons or parties against the Borrower or the General Contractor. It is distinctly understood and agreed that, other than as specifically provided herein, there is no relationship of any type whatsoever, contractual or otherwise, either express or implied, between the City and the General Contractor, nor is there any such relationship between the City and any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Development or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such persons or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan or to have any claim or claims in or to any undisbursed or retained proceeds of the Loan.

(g) Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference and shall not limit or otherwise affect any of the terms hereof.

(h) Invalid Provisions to Affect No Others/Severability. If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said

clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(i) Application of Interest to Reduce Principal Sums Due. In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the City to reduce the principal sum of the Loan or any other amounts due the City hereunder.

(j) Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

(k) Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(l) Prior Agreement. To the extent necessary, this Agreement shall be deemed to be an amendment to any prior loan agreement between the Borrower and the City, and in the event of a conflict between the terms of this Agreement and of any such prior agreement, the terms of this Agreement shall govern.

(m) Waiver. If the City shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the City shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(n) Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

The City:	City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001 Attn: City of Flagstaff Housing Division Director
with a copy to:	City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001 Attn: City Attorney

Borrower: 2705 N 4th Street LLC
4180 S. Lariat Loop
Flagstaff, AZ 86005
Attention: Matt Peace

Any party may change said address by giving the other parties hereto Notice of such change of address in accordance with the foregoing provisions.

(o) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(p) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(q) Right of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of § 38-511, Arizona Revised Statutes.

(r) Discretion of the City. Wherever pursuant to this Agreement (a) the City exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to the City, or (c) any other decision or determination is to be made by the City, the decision of the City to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by the City, shall be in the reasonable discretion of the City and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

(s) Waiver of Jury Trial. BY EXECUTING THIS AGREEMENT, THE BORROWER AND THE CITY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS OR THE RIGHTS OF THEIR RESPECTIVE ASSIGNS OR SUCCESSORS TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, THE PROMISSORY NOTE, DEED OF TRUST, AND DECLARTION OF RESTRICTIVE COVENANTS.

The Borrower acknowledges that the above paragraph has been expressly bargained for by the City as part of the transaction with the Borrower and that, but for the Borrower's agreement thereto, the City would not have extended the Loan evidenced by this Agreement for the terms and at the interest rates provided.

(t) Attorneys' Fees and Costs. If any legal services by an attorney or attorneys are required to enforce the requirements of this Agreement or any of the Loan Documents, the

prevailing party will be reimbursed by the other party for all costs and expenses of such legal services, including but not limited to reasonable attorneys' fees, and if in legal action costs and expense of such action, including but not limited to reasonable attorneys' fees as may be fixed by the court.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE TO
FUNDING AGREEMENT

(URBAN LOFTS)

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed on the date first set forth above.

CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona

By:_____

Name:_____

Title:_____

COUNTERPART SIGNATURE PAGE TO
FUNDING AGREEMENT

Project Name: URBAN LOFTS

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed on the date first set forth above.

BORROWER

2705 N 4TH STREET LLC,
a Wyoming limited liability company

BY: _____

ITS: _____

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

INSURANCE REQUIREMENTS

I. Builders' Risk Insurance

The Tenant shall provide, or cause its Contractor to provide, Builders Risk insurance for the construction of the Development in an amount equal to the full Development construction cost. The Tenant may require its General Contractor or Construction Manager at Risk to procure the Builders Risk insurance on the entire Development.

1. Coverage shall be written on a special causes of loss (all risks) form, replacement cost value basis, and shall include coverage for soft costs, flood and earth movement unless otherwise waived by the Landlord.

2. If the policy is purchased by the General Contractor or Construction Manager at Risk, the Tenant must also be a named insured under the policy.

3. A standard Lender's Loss Payment Endorsement naming the City of Flagstaff shall be endorsed onto the policy.

4. A Permit to Occupy Endorsement shall be included if tenants can move in before construction is completed.

5. The policy must provide coverage from the time any covered property becomes the responsibility of the Tenant, and continue without interruption during construction, renovation or installation, including any time during which the covered property is being transported to the construction/installation site, or awaiting installation whether on or off site.

6. Policy shall contain a waiver of subrogation in favor of the Landlord.

II. OPERATIONAL PHASE (AFTER CONSTRUCTION IS COMPLETED)

After construction is completed, the Tenant shall maintain or cause any of its Contractors performing services on the Premises to maintain for the duration of the Ground Lease, or until the Tenant has no further interest in the Development, insurance coverages and limits as described below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage for the ownership, operation and management of the completed Development and include coverage for premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Policy shall include coverage for management operations on and off-site of the Development.

General Aggregate	$5,000,000

Products – Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Each Occurrence	$5,000,000
Fire Damage (damage to rented premises)	$1,000,000

a. The policy shall include the Landlord as an additional insured with respect to liability arising out of ownership, operations, management or occupancy of the property subject to this Ground Lease.

III. Worker's Compensation and Employers' Liability

If the Tenant has employees, evidence of Worker's Compensation insurance as described shall be provided. All Contractors providing services during the Operational Phase must also provide Worker's Compensation insurance.

Worker's Compensation	Statutory
Employers' Liability	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$100,000

a. Policy shall contain a waiver of subrogation in favor the Landlord.

b. This requirement shall not apply when a Contractor is exempt under A.R.S. 23-901 AND when such Contractor executes the appropriate sole proprietor waiver form.

IV. All Risk Property Insurance

The Tenant shall maintain or cause the Property Manager to maintain in effect property insurance for all improvements, sufficient to satisfy the requirements of all lenders including the Landlord, and including buildings, unattached structures, fencing, swimming pools and playground equipment. Policy shall include:

a. Special form all risk insurance including the perils of flood and earthquake, unless otherwise waived by the Landlord, which waiver shall not be unreasonably withheld.

b. 100% replacement cost coverage.

c. Mechanical breakdown/boiler and machinery.

d. Business interruption/loss of rents coverage.

e. Lender's Loss Payable Endorsement naming the City of Flagstaff.

f. The Tenant is responsible for any policy deductibles.

g. Policy shall contain a waiver of subrogation in favor of the Landlord.

When Recorded Return to:

CITY OF FLAGSTAFF
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: Legal Department

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Declaration") made this _____ day of _____, 2026, by 2705 N 4th STREET LLC, a Wyoming limited liability company ("Project Owner"), is in favor of the CITY OF FLAGSTAFF, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as the "City"). Project Owner and the City are sometimes collectively referred to as the "Parties" and singularly referred to as "Party."

RECITALS

WHEREAS, the Project Owner is the owner of the property legally described in Exhibit A, attached hereto and incorporated here ("Property"); and

WHEREAS, the Project Owner hereby agrees and covenants that the Property shall be subject to the provisions, covenants, and restrictions contained herein; and

WHEREAS, this Declaration is made for the express benefit of the City, and it shall remain in full force and effect until released pursuant to the terms of this Declaration; and

WHEREAS, the City is making a loan in the original principal amount of Six Hundred Forty Thousand Dollars ($640,000.00) of funds from the Adaptive Reuse Bond Program (the "Program") to Project Owner ("Loan") in connection with the construction of the Project, as more particularly described below; and

WHEREAS, the Project Owner is developing a project that will, among other things, increase the supply of affordable rental housing units in the community, to be known as Urban Lofts (hereinafter referred to as the "Project"), which consists of the sixteen (16) affordable units located at 2705 N Fourth St, Flagstaff, Arizona 86004; and

WHEREAS, the City's allocation of funds for the Project is subject to that certain Funding Agreement ("Loan Agreement"), Promissory Note ("Note"), and Deed of Trust entered into on or about this date between the City and the Project Owner (collectively the "Loan Documents"); and

WHEREAS, Project Owner desires to make a binding commitment to assure that the Project is maintained and operated in accordance with the provisions of the Loan Documents and this Declaration; and

WHEREAS, Project Owner, as a condition for receiving the Loan funds, is required to record in the Public Records of Coconino County, Arizona, this Covenant obligating the Project Owner, its successors, and assigns to maintain and operate the Project in accordance with the Loan Documents; and

WHEREAS, the Project Owner hereby declares that this Covenant shall be and is a covenant running with the Project Owner's Property and, unless released by the City, is binding on the Project Owner's Property for the entire Affordability Period, and is not merely a personal covenant of the Project Owner; and

NOW THEREFORE, Project Owner voluntarily covenants and agrees that the Project shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the Property and binding upon Project Owner, and its heirs, transferees, successors and assigns as follows:

TERMS:

Section 1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Use of Property: The Units in the Project shall be rented to households whose annual income averages eighty percent (80%) and not to exceed one hundred percent (100%) of the area median income for Flagstaff, Arizona, adjusted for family size, as determined annually by the U.S. Department of Housing and Urban Development, and in compliance with any extended low-income housing (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) or similar agreement entered into by Project Owner in connection with the Project.

Section 3. Term of Declaration: This Declaration is a covenant running with the land and shall remain in full force and effect and shall be binding upon the Property, Project Owner, its successors, transferees, and assigns from the Effective Date until the expiration of the Affordability Period or until the Loan is satisfied under the terms of the Promissory Note, whichever is earlier. The Affordability Period of this Project will be thirty (30) years commencing on the date the Project receives its certificate of occupancy (the "Affordability Period"). Upon the expiration of the Affordability Period, this Declaration shall immediately lapse and be of no further force and effect without the necessity of any other written document or instrument. Notwithstanding the foregoing, upon the expiration of the Affordability Period, upon request of the Project Owner, or its successor, transferee or assign, as the case may be, the City shall record an instrument evidencing the expiration of and other termination of this Declaration in the Official Records of Coconino County, Arizona.

Section 4. Prohibited Conveyances: Except as provided in the Loan Agreement, the Project Owner covenants and agrees not to encumber or convey its interest in the Project, interest in the Property, or any portion thereof, without City's prior written consent in accordance with the terms of the Loan Agreement.

Section 5. Repayment Upon Default: The Project Owner covenants and agrees that in the event (i) of a default as described in the Loan Documents, subject to the terms and any notice and cure rights as provided therein, (ii) of the sale or conveyance of any interest in the Project and/or

the Project Owner's interest in the Property without City's prior written consent as required by the Loan Documents (except as otherwise provided in the Loan Documents), or (iii) that the Project Owner ceases to exist as an organization, the Project Owner shall subject to the subordination in the Note and Deed of Trust and immediately make payment to the City in an amount equal to the full amount of Loan funds disbursed and outstanding, with interest thereon as provided in the Note.

Section 6. Inspection and Enforcement: It is understood and agreed that any official inspector of the City shall have the right any time during normal working hours to enter and investigate the use of the Property to determine whether the conditions of this Declaration are in compliance, subject to the rights of residential tenants under their leases and applicable law.

Section 7. Amendment and Modification: This Declaration may be modified, amended, or released in whole or in part by a written instrument executed on behalf of the City and the Project Owner, or their respective successors-in-interest. Should this instrument be modified, amended or released, a written instrument executed by the City and Project Owner will be recorded in the Official Records of Coconino County, Arizona, effectuating and acknowledging such modification, amendment, or release.

Section 8. Definitions: All capitalized terms not defined herein shall have the meanings provided in the Loan Agreement.

Section 9. Severability: Invalidation of one or more of the provisions of this Declaration by judgment of court shall not affect any of the other provisions of the Declaration, which shall remain in full force and effect.

Section 10. Recordation: This Declaration shall be recorded in the Official Records of Coconino County, Arizona, at the sole cost and expense of the Project Owner.

Section 11. Covenant Running with the Land: Any and all requirements of the laws of the State of Arizona that must be satisfied in order for the provisions of this Covenant to constitute a restriction and covenant running with the Project Owner's interest in the Property shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the Project Owner's interest in the Property. For the term of this Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Project Owner's interest in the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project Owner's interest in the Property or portion thereof provides that such conveyance is subject to this Covenant.

Section 12. Governing Law and Venue: This Declaration shall be construed and enforced pursuant to the laws of the State of Arizona, excluding all principles of choice of laws, conflict of laws and comity. Any action pursuant to a dispute under this Declaration must be brought in Coconino County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The Parties both waive any defense that venue in Coconino County is not convenient.

Section 13. RESERVED.

Section 14. Costs, Including Attorneys' Fees: If any legal services by an attorney are required to enforce the requirements of this Declaration or any of the Loan Documents, the prevailing party will be reimbursed by the other party for all costs and expenses of such action, including reasonable attorneys' fees, and if in legal action costs and expense of such action, including reasonable attorneys' fees as may be fixed by the court.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Project Owner has caused this Declaration to be executed by its duly authorized officers and the corporate seal to be affixed hereto on the day and year first above-written.

PROJECT OWNER:

2705 N 4TH STREET, LLC
A WYOMING LIMITED LIABILITY COMPANY

BY: _____

ITS:_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of 2705 N 4th Street LLC, on behalf of the company and pursuant to authority given to him by said company. He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

CITY:

CITY OF FLAGSTAFF, ARIZONA, A MUNICIPAL CORPORATION OF THE STATE OF ARIZONA

ATTESTED:

_____ By: _____

Print Name:_____ Print Name:_____

Title:_____ Title:_____

ACKNOWLEDGMENT

STATE OF_____)
COUNTY OF_____)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of the City of Flagstaff on behalf of the City. She/He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

Exhibit A
Legal Description Of The Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

When Recorded Return to:

CITY OF FLAGSTAFF
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: Legal Department

DEED OF TRUST
(With Assignment of Rents, Security Agreement, and Fixture Filing)

THIS DEED OF TRUST (With Assignment of Rents, Security Agreement, and Fixture Filing) (as it may be amended and modified from time to time, the "**Deed of Trust**") is made as of _____, 2026, by and among 2705 N 4th STREET LLC, a Wyoming limited liability company, whose mailing address is 4180 S. Lariat Loop, Flagstaff, Arizona 86005 ("**Trustor**"); (b) Pioneer Title Agency, Inc., an Arizona corporation, with an address of 821 W. Riordan Road, Flagstaff, AZ 86001 ("**Trustee**"); and (c) CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona, whose address is 211 W. Aspen Avenue, Flagstaff, Arizona 86001 ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in that certain real property being developed for an affordable housing project known as **Urban Lofts** and located at 2705 N. Fourth St. in the City of Flagstaff, County of Coconino, State of Arizona, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Premises**");

TOGETHER WITH Trustor's interest in any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (collectively, the "**Improvements**"), all of which shall be deemed and construed to be a part of the Premises;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively, the "**Rents**"), subject to the terms and provisions of Article 2 of this Deed of Trust with respect to all Leases (as defined below), and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements;

TOGETHER WITH Trustor's interest in all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "**Leases**");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title and interest of Trustor in (i) the property and interests in property described on **Exhibit B** attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used primarily in connection with the Premises or the Improvements , (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used primarily in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor in connection with the Premises or the Improvements, and (v) all proceeds thereof (such personal property and proceeds referred to herein collectively as the "**Personal Property**");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby conveyed to Trustee (including, but not limited to, the Premises, Improvements, Rents, Leases, and Personal Property) may hereafter be collectively referred to as the "**Trust Estate**."

FOR THE PURPOSE OF SECURING the following obligations (collectively, the "**Obligations**"):

A. payment of that certain Loan in the amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) (the "**Loan**"), evidenced by that certain Funding Agreement, dated the date hereof, by and between the Beneficiary and the Trustor, as it may be amended, modified, extended and renewed from time to time (the "**Loan Agreement**"), and that certain Promissory Note, dated the date hereof, by the Trustor to the order of the Beneficiary, as it may be amended, modified, extended and renewed from time to time (the "**Note**");

B. performance of every obligation of Trustor contained in the Loan Agreement and the Note;

C. payment of all sums advanced by Beneficiary to protect the Trust Estate;

D. payment of all other sums, with interest thereon, that may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary or its successors or assigns, and as evidenced by the Note;

E. performance of every obligation of Trustor to Beneficiary contained in the Loan Documents (as defined below);

F. performance of every obligation of Trustor to Beneficiary contained in any agreement, document, or instrument now or hereafter executed by Trustor which, recites that the obligations thereunder are secured by this Deed of Trust; and

G. for the benefit of Beneficiary, compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Trust Estate is bound or may be affected.

This Deed of Trust, the Loan Agreement (also known as the Funding Agreement), the Note, the Declaration of Restrictive Covenants (related to the provision of affordable housing units) and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the same may be amended, modified, extended, or renewed from time to time, may hereinafter be collectively referred to as the "**Loan Documents**".

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1. COVENANTS AND AGREEMENTS OF TRUSTOR

1.1 Payment and Performance of Secured Obligations.

Trustor shall pay when due and/or perform each of the Obligations.

1.2 Maintenance, Repair, Alterations.

Trustor shall keep the Trust Estate in reasonably good condition and repair. Trustor shall not remove, demolish, or substantially alter any of the Improvements in any material way, except with the prior written consent of Beneficiary or as contemplated in the Loan Agreement. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent allowed by applicable law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease and otherwise enforce the terms thereof. "**Requirement**" and "**Requirements**" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, to construction of any Improvements on the Trust Estate, or to operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance, (D) any other agreement, document or instrument, in connection with the Trust Estate, to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected.

1.3 Required Insurance.

Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in forms and amounts and issued by companies reasonably satisfactory to Beneficiary, covering such casualties, risks, perils, liabilities and other hazards as are required by the Loan Agreement.

1.4 Delivery of Policies, Payment of Premiums.

(a) At the option of Beneficiary, all policies of insurance shall either have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form reasonably satisfactory to Beneficiary or shall name Beneficiary as an additional insured. Trustor shall furnish Beneficiary with certificates of insurance for each required policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage. At least thirty (30) days prior to the expiration of each required policy, Trustor shall deliver to Beneficiary proof of the payment of premiums and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust. For each insurance policy required by the

insurance provisions of this Deed of Trust, the Trustor must provide to the Beneficiary, within five (5) business days of receipt, any notice received by Trustor notifying Trustor that a policy is suspended, voided or canceled for any reason.

(b) In the event Trustor fails to obtain, maintain, or deliver to Beneficiary the policies of insurance with respect to the Trust Estate required by this Deed of Trust, Beneficiary may at its election, but without any obligation so to do, procure, at reasonable market rates, such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Trustor will pay all premiums thereon promptly to Beneficiary (as directed in writing by Beneficiary) upon demand, and until such payment is made by Trustor, the amount of all such premiums shall bear interest at the Agreed Rate. On and during the occurrence and during the continuation of an Event of Default and upon written request by Beneficiary, Trustor shall deposit with Beneficiary (as directed in writing by Beneficiary) in monthly installments, an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust (funds deposited for this purpose are referred to as "**Insurance Impounds**"). In such event, Trustor further agrees to cause all bills, statements, or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary in accordance with the notice requirements set forth in the Loan Agreement. Upon receipt of such bills, statements, or other documents evidencing that a premium for a required policy is then payable, and provided there are sufficient Insurance Impounds, Beneficiary (as agreed among them) shall timely pay such amounts as may be due thereunder out of the Insurance Impounds. If at any time and for any reason the Insurance Impounds are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor in writing of the same and Trustor shall promptly deposit an amount equal to such deficiency with Beneficiary (as directed in writing by Beneficiary). Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Insurance Impounds or to be obligated to pay any amounts in excess of the amount of the Insurance Impounds, nor shall anything contained herein modify the obligation of Trustor set forth in Section 1.3 hereof to obtain and maintain insurance. Beneficiary shall not commingle Insurance Impounds with their own funds, and Trustor shall not be entitled to interest thereon. Beneficiary may reserve for future payments of premiums such portion of Insurance Impounds as Beneficiary in its commercially reasonable discretion deems proper. If Trustor fails to deposit with Beneficiary (as directed in writing by Beneficiary) sums sufficient to pay fully such premiums at least thirty (30) days before delinquency thereof, Beneficiary may at its election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand with interest from the date advanced at the Agreed Rate, or at the option of Beneficiary may, without making any advance whatever, apply any Insurance Impounds to payment of the Obligations, notwithstanding that such Obligations may not yet be due. Upon and during the occurrence of an Event of Default, Beneficiary may, at any time, at their option, apply any Insurance Impounds or Imposition Impounds under this Section 1.4 or Section 1.8 hereof, any funds paid as Rents, and any other funds of Trustor held by Beneficiary to payment of the Obligations, notwithstanding that such Obligations may not yet be due.

1.5 Casualties; Insurance Proceeds.

Insurance proceeds from casualty and condemnation shall be used to restore and rebuild the Property so long as Trustor is not in default under the Loan Documents.

1.6 Assignment of Policies Upon Foreclosure.

In the event of foreclosure of this Deed of Trust, as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Trustor in and to all policies of insurance required by Section 1.3 hereof shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning any of the Loan Documents, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including actual, reasonable out-of-pocket attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney to protect their respective rights hereunder, and in the event of such employment following any breach of Trustor, Trustor shall pay Beneficiary actual, reasonable out-of-pocket attorneys' fees and expenses incurred by it, whether or not an action is actually commenced against Trustor by reason of its breach. Notwithstanding the foregoing, Trustor shall have no responsibility to indemnify Beneficiary for claims resulting from the Beneficiary's gross negligence or intentional misconduct. Trustor shall be entitled to notice of and opportunity to defend and settle any third party claim which may result in an indemnification obligation hereunder.

(b) Trustor waives any and all right to claim or recover against Beneficiary and its successors and assigns, its council members, officials, directors, officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be due and payable without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any

default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents, or any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. "**Person**" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.8 Impositions.

(a) Trustor shall pay, or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "**Imposition**" and collectively as "**Impositions**"), provided, however, that if by applicable law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed a fee, tax, or assessment on Beneficiary measured by or based in whole or in part upon this Deed of Trust or the outstanding amount of the Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.8(a) hereof and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. If Trustor fails to pay such Impositions prior to delinquency, Beneficiary may, at its option, declare the Obligations immediately due and payable. If Trustor is prohibited by applicable law from paying such Impositions, Beneficiary may, at its option, declare all of the Obligations due and payable on a date which is not less than six (6) months from the date such prohibition is imposed on Trustor.

(c) Subject to the provisions of Section 1.8(d) hereof and upon advance written request by Beneficiary, Trustor shall deliver to Beneficiary within thirty (30) days after the date upon which any Imposition is due and payable by Trustor official receipts of the appropriate taxing authority, or other proof reasonably satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.8, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, in Beneficiary's commercially reasonable discretion, (i) Trustor shall demonstrate to

Beneficiary's commercially reasonable satisfaction that the proceedings to be initiated by Trustor shall operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition prior to final determination of such proceedings, (ii) Trustor shall furnish a good and sufficient bond or surety reasonably satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary's commercially reasonable satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by applicable law to accomplish a stay of any such sale.

(e) Upon and during the occurrence and during the continuation of an Event of Default and upon advance written request by Beneficiary, Trustor shall pay to Beneficiary (as directed in writing by Beneficiary) an initial cash deposit in an amount adequate to pay all Impositions for the ensuing tax fiscal year and shall thereafter continue to deposit with Beneficiary (as directed in writing by Beneficiary), in monthly installments, an amount equal to one-twelfth (1/12) of the sum of the annual Impositions reasonably estimated by Beneficiary, for the purpose of paying the installment of Impositions next due (funds deposited for this purpose are referred to as "Impositions Impounds"). In such event, Trustor further agrees to cause all bills, statements, or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, of other documents, and providing there are sufficient Impositions Impounds, Beneficiary (as agreed among them) shall timely pay such amounts as may be due thereunder out of the Impositions Impounds. If at any time and for any reason the Impositions Impounds are or will be insufficient to pay such amounts as may then or will subsequently be due, Beneficiary may notify Trustor in writing of the same and upon such notice Trustor shall deposit immediately an amount equal to such deficiency with Beneficiary (as directed in writing by Beneficiary). Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Impositions Impounds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.8(e). Beneficiary shall not commingle Impositions Impounds with its own funds and shall not be obligated to pay any interest on any Impositions Impounds. Beneficiary may reserve for future payment of Impositions such portion of Impositions Impounds as Beneficiary may in its commercially reasonable discretion deem proper. If Trustor fails to deposit with Beneficiary sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Beneficiary may at their election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand together with interest thereon at the Agreed Rate from the date of such advance, or at the option of Beneficiary, it may, without making any advance whatever, apply any Impositions Impounds held by it towards payment of the Obligations, notwithstanding that such Obligations may not yet be due.

(f) Trustor shall not initiate or suffer to occur or exist the joint assessment of any real and personal property included in the Trust Estate or any other procedure whereby the lien of real property taxes and the lien of personal property taxes shall be assessed, levied, or charged to the Trust Estate as a single lien.

1.9 Utilities.

Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electric, water, sewer, or other services furnished to the Trust Estate.

1.10 Actions Affecting Trust Estate.

Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and Trustor shall pay all actual, reasonable out-of-pocket costs and expenses (including, without limitation, costs of evidence of title, litigation, and reasonable attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear, unless such action is a result of Beneficiary's gross negligence or willful misconduct.

1.11 Actions by Trustee or Beneficiary.

If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and Trustee, in their commercially reasonable discretion, without obligation to do so, without releasing Trustor from any obligation hereunder, and with only such prior written notice to or demand upon Trustor as may be reasonable under the then existing circumstances, (in no event required to exceed ten (10) days' prior written notice), may make or do the same in such manner and to such extent as they may deem reasonably necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by applicable law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they may consider reasonably necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, reasonable expenses of employment of counsel or other necessary or desirable consultants.) Trustor shall, promptly upon written demand therefor by Beneficiary or Trustee or any of them, pay to Beneficiary or Trustee (as directed in writing by Beneficiary) an amount equal to all actual, reasonable out-of-pocket costs and expenses incurred by them in connection with the exercise of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.12 Transfer of Trust Estate by Trustor.

In order to induce Beneficiary to make the Loan, Trustor (Borrower) agrees that, in the event of any Transfer (as hereinafter defined), without the prior written consent of Beneficiary, Beneficiary shall have the right, at its option, upon written notice, to declare all sums secured hereby immediately due and payable. Consent to one Transfer shall not be deemed to be a waiver of the right to require consent to future or successive Transfers. Beneficiary (City) may grant or deny such consent in its commercially reasonable discretion and, if consent should be given, any

such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or guarantor (if any) of any of the Loan Documents from any liability thereunder without the prior written consent of Beneficiary.

As used herein, and except for any transfers permitted under this Deed of Trust or the Loan Agreement, "**Transfer**" shall mean:

(i) any sale, transfer, conveyance, hypothecation, encumbrance, lease or vesting of the Trust Estate or any part thereof or interest therein to or in any Person, whether voluntary, involuntary, by operation of applicable law, or otherwise, except in connection with the Permitted Encumbrances (as such term is defined in **Exhibit C** attached hereto and in incorporated herein by reference);

(ii) any sale, transfer, assignment, conveyance, hypothecation, encumbrance or vesting of a majority of the membership interest in Trustor, whether voluntary, involuntary, by operation of law, or otherwise, except in connection with the Permitted Encumbrances and except as otherwise permitted under this Deed of Trust or except for transfers by a member of any Trustor to such member's revocable living trust in which the member is the trustee and current beneficiary thereof;

(iii) any sale, transfer, assignment, conveyance, hypothecation, encumbrance or vesting of a majority interest in any shares of stock or membership interest in Trustor or any partner in Trustor to or in any Person or any consolidation or merger of Trustor or any partner in Trustor into or with any Person (if Trustor or any partner in Trustor is a corporation or limited liability company) whether voluntary, involuntary, by operation of applicable law, or otherwise, except in connection with the Permitted Encumbrances or except for transfers by a member of any Trustor to such member's revocable living trust in which the member is the trustee and current beneficiary thereof; or

(iv) the execution of any agreements to do any of the foregoing, except in connection with the Permitted Encumbrances.

Except as expressly permitted herein, the Trustor may not transfer, assign, convey, encumber, or lease the Property or any portion of the Property, or any equity interest in the Trustor without the prior written consent of the Beneficiary, except for Permitted Encumbrances and in connection therewith.

Nothing in this Deed of Trust shall prohibit the Trustor entering into dwelling leases with eligible tenants without the consent of the Beneficiary.

1.13 Intentionally Deleted.

1.14 Additional Security.

No other security now existing, or hereafter taken, to secure the Obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the

Obligations taken from time to time shall be considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.15 Appointment of Successor Trustee.

Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the predecessor Trustee, succeed to all title, estate, rights, powers and duties of such predecessor.

1.16 Inspections.

Beneficiary, its agents, representatives, officers, and employees, are authorized to enter, upon at least seventy-two (72) hours' prior written notice, the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents. With respect to rental units occupied by tenants, the Beneficiary will give the Trustor not less than seventy-two (72) hours' prior written notice of such inspections, and the Trustor shall provide the tenants of the dwelling units such prior written notice as is required by the Arizona Residential Landlord Tenant Act (A.R.S. § 33-1301 *et seq*.). Trustor acknowledges and agrees that Beneficiary shall be liable for any loss or damage caused by its entry onto the Trust Estate, or any part thereof.

1.17 Ownership and Liens and Encumbrances.

Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisition be, and shall remain the fee owner of the Trust Estate free and clear of any Liens and Encumbrances, subject only to the Permitted Encumbrances. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, post to bond, escrow, or properly contest any Liens and Encumbrances, at Trustor's cost and expense. Trustor shall promptly notify Beneficiary in writing of any Lien or Encumbrance or claim thereof. Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance. If Trustor shall fail to remove and discharge or escrow for any Lien or Encumbrance or claim thereof, then, in addition to any other right or remedy of Beneficiary pursuant to applicable law or under the Loan Documents, Beneficiary may, after only such written notice to Trustor as may be reasonable under the then existing circumstances, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond for the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by applicable law.

Trustor shall promptly upon demand therefor by Beneficiary, pay to Beneficiary (as directed in writing by Beneficiary) an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Agreed Rate. Such costs and expenses shall be secured by this Deed of Trust. "**Lien or Encumbrance**" and "**Liens and Encumbrances**" mean, respectively, each and all of the following in respect to the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Encumbrances.

1.18 Trustee's Powers.

At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.19 Powers.

Beneficiary may, from time to time (a) release any person liable for the payment of the Obligations, (b) extend the timing of the Obligations, (c) grant other indulgences with regard to the Obligations, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate from the lien of the Obligations and this Deed of Trust, (e) take or release any other or additional security or any guaranty for the Obligations and this Deed of Trust, or (f) make compositions or other arrangements with debtors in relation thereto.

1.20 Intentionally Omitted.

1.21 Trade Names.

At the request of Beneficiary from time to time, Trustor shall execute a certificate in form reasonably satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall promptly notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon written request of Beneficiary, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names.

ARTICLE 2. ASSIGNMENT OF RENTS

2.1 Assignment of Rents.

Upon and during the occurrence of an Event of Default, Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary, equally and ratably, all the Rents of the Trust Estate and hereby gives to and confers upon Beneficiary, acting collectively, the right, power and authority, to, upon Beneficiary's notice to Trustor, collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at their option at any time and from time to time, acting collectively, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the Leases directly to Beneficiary upon and as directed in written demand by Beneficiary without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder or under any of the Loan Documents. The assignment of the Rents of the Trust Estate in this Article 2 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

2.2 Collection Upon an Event of Default.

Upon and during the occurrence of an Event of Default, Beneficiary may, upon advance written notice to Trustor, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in their own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less actual, reasonable out-of-pocket costs and expenses of operation and collection (including, without limitation, attorneys' fees) toward payment of the Obligations. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at their option, acting collectively, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts they in their sole discretion (as agreed among them) deem necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including without limitation, the right to enter into new leases, to cancel, surrender, alter or amend the terms of and/or renew existing Leases and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth.

2.3 Application of Rents.

Upon such entry, Beneficiary shall, as agreed among them, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing

agent as they may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by them to the Obligations. Beneficiary shall be accountable for more monies than it actually receives from the Trust Estate; nor shall Beneficiary be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within their own absolute and sole discretion, as agreed among them, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and their judgment shall be deemed conclusive and reasonable.

2.4 Mortgagee in Possession.

It is not the intention of the parties hereto that an entry by Beneficiary upon the Premises under the terms of this instrument shall make Beneficiary a party in possession in contemplation of applicable law, except at the option of Beneficiary as agreed among them.

2.5 Indemnity.

Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, actual, reasonable out-of-pocket costs and expenses, including actual, reasonable out-of-pocket legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment of Rents; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, actual, reasonable out-of-pocket costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

2.6 No Obligation to Perform.

Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Premises by Beneficiary, this assignment of Rents shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this Assignment of Rents by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession by Beneficiary.

ARTICLE 3. SECURITY AGREEMENT

3.1 Creation of Security Interest.

Trustor hereby grants to Beneficiary a security interest in and to all the Personal Property.

3.2 Representations, Warranties and Covenants of Trustor.

Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Premises or Improvements and Trustor shall not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of equal or greater value.

(c) At the request of Beneficiary, Trustor will permit Beneficiary to prepare and file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Arizona as in effect in the State of Arizona, Arizona Revised Statutes ("**A.R.S.**") Sections 47-1101 through 47-11107, as amended from time to time ("**Uniform Commercial Code of Arizona**"), in form satisfactory to Beneficiary and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any change in its responsible individual or the adoption or change of any trade name or fictitious business name, and will upon request of Beneficiary execute any additional financing statements or other certificates necessary to reflect the adoption or change in trade name or fictitious business name.

(e) Trustor shall promptly notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

3.3 Use of Personal Property by Trustor.

Until the occurrence of an Event of Default hereunder or under any Loan Document, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.4 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.2 hereof, upon and during the occurrence of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs,

replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary.

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect their security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at the Premises. Beneficiary and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by applicable law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust or any other Loan Document, or by applicable law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;

(vi) Sell, lease or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code of Arizona or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least five (5) business days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 5.5 hereof.

(c) The proceeds of any sale under Section 3.4(a)(vi) hereof shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and selling the Personal Property (including, without limitation, costs of litigation and reasonable attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest

granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) To the payment of the Obligations hereof; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.5 Security Agreement.

This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code of Arizona and Beneficiary shall be entitled to all the rights and remedies of a "secured party" under such Uniform Commercial Code of Arizona. This Deed of Trust shall be recorded and filed in the real property records accordingly.

ARTICLE 4. REMEDIES UPON DEFAULT

4.1 Events of Default.

The existence or occurrence of any one or more of the following events shall constitute an event of default (individually, an "**Event of Default**"):

(a) The Trustor's failure to meet the requirements of the Loan Agreement.

(b) The Trustor's failure to make any payment of principal or interest required under the Note (after the expiration of any applicable notice and cure period set forth in the Loan Documents) when due after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustor by the Beneficiary, and such failure continues for a period of ten (10) business days after written notice having been given.

(c) The Trustor's failure, after the expiration of any applicable notice and cure period, to comply with or perform any covenant or obligation set forth in the Loan Agreement or any other Loan Document.

(d) The breach of any representation or warranty set forth in the Loan Agreement or any other Loan Document, or the existence of any material misrepresentation of fact by the Trustor in any document submitted to the Beneficiary in support of the Loan or in connection with any of the Loan Documents.

(e) The Trustor's failure to cure promptly any violation of any law or regulation resulting from or related to the Premises or work on the Improvements or any portion of the Improvements; the Trustor's failure to comply promptly with any provision of any notice of any requirement or any law or regulation having any effect on or relation to the Premises or the Project issued by or filed in any department of any governmental authority having jurisdiction over the Trustor, the Premises or the Improvements; or the Trustor's failure to furnish to the Beneficiary, immediately and without demand, a true copy of any notice or other document received by or available to the Trustor disclosing any such requirement or violation of any such law or regulation, or otherwise bearing upon the compliance of the Premises or the Improvements with any applicable law or regulation. In this regard, "**promptly**" means within thirty (30) days, the commencement of the action to cure or comply within the same thirty (30) days and the reasonably diligent prosecution to completion.

(f) The occurrence of a default, event of default or acceleration of any obligations after expiration of any applicable notice and cure period under the Loan Documents.

4.2 Acceleration Upon Default; Additional Remedies.

Upon and during the occurrence of an Event of Default, Beneficiary may, at its option and upon ten (10) days' advance written notice and opportunity to cure, declare the Obligations, immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, upon notice to Trustor, in addition to the exercise of any or all of the remedies specified in Section 3.4 hereof:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in their own name or in the name of Trustor, and do any acts that they deem necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expense of operation and collection (including, without limitation, attorneys' fees) upon the Obligations. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee and Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, in any of the other Loan Documents or by applicable law upon and during occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale;

(b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise the power of sale herein contained and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold; or

(d) Exercise all other rights and remedies provided herein or in any other Loan Document, or by law, including, without limitation, the rights and remedies provided in A.R.S. § 33-702.B.

4.3 Exercise of Power of Sale.

If Beneficiary elects to exercise the power of sale herein contained, Beneficiary shall promptly notify Trustee and shall deposit with Trustee this Deed of Trust and the Note, including, but not limited to, the Loan Agreement and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such statement and notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Trustee's Sale as then required by applicable law. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by applicable law and after recordation of such Notice of Trustee's Sale and Notice of Trustee's Sale having been given as required by applicable law, sell the Trust Estate at the time and place of sale fixed by it in said Notice of Trustee's Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including, without limitation, Trustee's fees and reasonable attorneys' fees, and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms of the Deed of Trust, or under the terms of other Loan Documents in connection with the exercise of the foregoing rights and remedies, not then repaid, with accrued interest at the Agreed Rate; (ii) second, to the payment of the Obligations; (iii) all other sums, then secured hereby; and (iv) the remainder, if any, to the person or persons legally entitled thereto or as provided in A.R.S. § 33-812 or any similar or successor statute.

(c) Subject to A.R.S. § 33-810.B, Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

4.4 Personal Property.

It is the express understanding and intent of the parties that as to any personal property interests subject to Chapter 9 of the Uniform Commercial Code of Arizona, Beneficiary, upon an Event of Default, may proceed under such Uniform Commercial Code of Arizona or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, as specifically permitted under A.R.S. § 47-9604, and treat both real and personal property interests as one parcel or package of security.

4.5 Appointment of Receiver.

Upon and during the occurrence of an Event of Default, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period, unless such receivership is sooner terminated.

4.6 Remedies Not Exclusive.

Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents, and under the applicable law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by applicable law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the applicable law. Every power or remedy given by any of the Loan Documents or by applicable law to Trustee or Beneficiary or to which any of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by applicable law and subject to the provisions of Section 5.18 hereof, any of them may pursue inconsistent remedies.

4.7 Request for Notice.

Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.5 hereof.

ARTICLE 5. MISCELLANEOUS

5.1 Change, Discharge, Termination, or Waiver.

No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge,

termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the applicable law shall operate as a waiver thereof.

5.2 Trustor Waiver of Rights.

Trustor waives, to the extent permitted by applicable law, (a) the benefit of all applicable laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Arizona pertaining to the rights and remedies of sureties including, without limitation, A.R.S. §§ 12-1641 through 12-1646, and Arizona Rules of Civil Procedure 17(f).

5.3 Statement of Trustor.

Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary, a written statement stating to the best of its knowledge the unpaid principal of and interest on the Loan and any other amounts secured by this Deed of Trust, and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.4 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Obligations have been satisfied in full, and upon surrender of this Deed of Trust and any promissory note or contract evidencing the Loan including, but not limited to, the Note, the Loan Agreement, to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.5 Notices.

All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by overnight courier service or sent by certified mail, return receipt requested, postage prepaid, through the United States Postal Service, or personally delivered to the addressees shown below or such other addressees which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given two (2) days after deposit in the United States mail, and if delivered by overnight courier service or personally delivered, shall be deemed given when delivered.

To Beneficiary: City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

Attn: Housing Division Director

With a copy to: City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: Legal Department

To Trustor: 2705 N 4th Street LLC
4180 S. Lariat Loop
Flagstaff, Arizona 85005
Attn: Matt Peace

5.6 Acceptance of Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by applicable law.

5.7 Captions and References.

The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.8 Invalidity of Certain Provisions.

If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any of the Trust Estate, the unsecured or partially secured portion of the indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the lien of this Deed of Trust.

5.9 Subrogation.

To the extent that proceeds of sums secured hereby are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such sums have been or will be deemed advanced by Beneficiary at Trustor's request, and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees.

If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all actual, reasonable out-of-pocket costs of enforcement and collection and preparation therefor (including, without limitation, reasonable attorneys' fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings, whether at the trial or appellate level), together with interest thereon from the date of demand at the Agreed Rate.

5.11 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflict of laws principles.

5.12 Joint and Several Obligations.

If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.13 Number and Gender.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.14 Loan Statement Fees.

Trustor shall pay the amount demanded by Beneficiary or their authorized loan servicing agents for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by applicable law at the time request for the statement is made.

5.15 Counterparts.

This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form one physical document, which may be recorded.

5.16 Status of Title.

Trustor represents and warrants that it is the lawful owner of the Trust Estate and Premises and Improvements free and clear of all Liens and Encumbrances, subject only to the Permitted Encumbrances, and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

5.17 Integration.

The Loan Agreement and other Loan Documents relating to the Loan contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations with respect to the subject matter thereof. In the event of any conflict between this Deed of Trust and the Loan Agreement this Deed of Trust shall be deemed to be controlling.

5.18 Binding Effect.

The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee, Beneficiary, and their respective successors and assigns. Trustor may not delegate its obligations under the Loan Documents.

5.19 Time of the Essence.

Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.20 Survival.

The representations, warranties, and covenants of Trustor contained in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.21 Limitation of Liability.

The liability of Trustor hereunder shall be limited to the extent provided in the documents evidencing the Loan.

5.22 Non-Recourse.

Neither Trustor nor any member of Trustor shall have any personal liability for the performance of Trustor's obligations hereunder, including any amounts payable hereunder, it being understood that Beneficiary's sole recourse shall be to the Trust Estate.

5.23 Subordination

The rights of the Beneficiary to payment of the indebtedness secured by this Deed of Trust and evidenced by the Note and other Loan Documents shall be subordinate to the Foothills Bank loan of $1,000,000.00 used for the acquisition of the Property. Beneficiary agrees to notify Foothills Bank ("Lender") of a default under this Deed of Trust and to a ninety (90) day standstill after notification of the default for the purpose of Beneficiary and Lender coordination of efforts to preserve the Property in accordance with the remedies outlined in each party's funding/loan documents.

5.24 Regulatory Agreement

Trustor hereby covenants and agrees that the Improvements shall be constructed and continue to be in substantial accordance with the United States Housing Act of 1937, as amended, and related Federal regulations.

[Signature page follows]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

2705 N 4TH STREET, LLC,
A WYOMING LIMITED LIABILIY COMPANY

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF_____)
COUNTY OF _____)

This Deed of Trust was signed and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of 2705 N 4th STREET LLC, on behalf of the company and pursuant to authority given to him by said company. He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

EXHIBIT A

Property Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

All of the following described estate, property and interest of Trustor now or hereafter acquired, together with all cash and noncash proceeds thereof, and all modifications, extensions, renewals and replacements thereof, in, on, at, or related to an affordable housing development known as Urban Lofts located at 2705 N. Fourth St., Flagstaff, Arizona 86004:

A. Premises

All of the Trustor's interest in that certain real property located in the City of Flagstaff, County of Coconino, State of Arizona, and more particularly described on Exhibit A attached to this Deed of Trust, all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises; all easements, rights-of-way and other rights now owned or hereafter acquired used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all minerals and mineral rights on, under or related to the Property; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Premises;

B. Improvements

Trustor's interest in any and all buildings and improvements now or hereafter located on the Premises, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and improvements;

C. Personal Property

All right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Premises or used solely in connection therewith, including, but not limited to: all building materials stored on or at the Premises, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, medical equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including dishwashers, garbage disposal units, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies;

D. Intangibles

All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses, plans and specifications, drawings, warranties, guarantees and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Premises, whether now existing or entered into or obtained after the date hereof, the nonexclusive use of all existing and future names under or by which the Premises or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and goodwill in any way relating to the Premises or any portion thereof; and

E. Claims and Awards

All the estate, interest, right, title, other claims or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards from a change of grade of streets and awards for severance damages;

F. Rents

All rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements; and

G. Leases

All right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

EXHIBIT C

PERMITTED ENCUMBRANCES

[1. Such liens and encumbrances as are set forth in the _____ Policy # _____.]

PROMISSORY NOTE

PROJECT: URBAN LOFTS

Date:

Amount: $640,000.00

Loan Period: 30 years

FOR VALUE RECEIVED, 2705 N 4th STREET LLC, a Wyoming limited liability company ("Borrower"), promises to pay to the order of the City of Flagstaff, Arizona, a municipal corporation of the State of Arizona ("Lender"), the original principal amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) (the "Loan").

LOAN PAYMENT: Borrower shall pay, subject to the loan forgiveness provisions set forth herein, the outstanding principal of the indebtedness evidenced by this Promissory Note ("Note"), and all other charges and indebtedness provided herein, at the times and in the manner provided in this Note. The interest rate on the loan shall be zero percent (0%) simple interest; provided, however, interest at the rate of ten percent (10%) on the unpaid balance of the Note shall accrue annually commencing upon the Event of Default and continuing thereafter until such date as the Default is cured as detailed below. If any amounts due and owing under this Note is reduced to judgment, such judgment shall bear interest at the highest rate permissible under applicable law.

The date the Loan will mature is **[_____, 2056]** (thirty (30) years following the Completion Date under the Loan Agreement and hereinafter referred to as the "Maturity Date"), at which time the full outstanding principal balance of the Loan will be immediately due and payable, subject to the loan forgiveness provisions set forth herein. No interest and no payments are required during the thirty (30) years of the term of the Loan, or upon the Maturity Date, if the Borrower has not otherwise defaulted on the Loan and if the affordable units in the Development continuously meet affordability and maintenance requirements as determined by the Lender in its sole discretion.

This Note and the principal amount of the indebtedness evidenced by this Note will be forgiven if the Borrower is in strict compliance with the requirements of that certain Funding Agreement as reasonably determined by the City (the Funding Agreement being referred to herein as the "Loan Agreement") and that certain Declaration of Restrictive Covenants in favor of the Lender in connection with the Development (the "Declaration"). Upon such forgiveness and written request of Borrower, Lender shall promptly release the Declaration and the Deed of Trust, defined below, and record a satisfaction of the Deed of Trust and a release of covenant, as well as any other documents required to be recorded to evidence the foregoing releases, in the public records of Coconino County, Arizona. For purposes hereof, "Development" shall mean the Urban Lofts development, which including sixteen (16) affordable units and all other improvements now or hereafter to be constructed by Borrower on the land described on **Exhibit "A"** hereto. Notwithstanding the foregoing, interest accruing as a result of an Event of Default or Default, shall not be forgiven and will be due and payable prior to release and/or satisfaction of the Declaration and satisfaction of the Deed of Trust.

SECURITY: This Note is secured by and is entitled to the benefits of the security interest granted in the Loan Agreement and the rights, benefits and interests granted in the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, executed or to be executed by the Borrower for the benefit of the Lender (the "Deed of Trust") and encumbering the property more particularly described in the Deed of Trust. Payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Borrower and Borrower's general and limited partners.

DEFAULT & ACCELERATION: Lender shall have the optional right to declare the total unpaid balance of the Note to be due and forthwith, payable in advance of the Maturity Date of any sum due or installment, as fixed herein, upon the occurrence of any Event of Default.

Any of the following events, constitute a default (an "Event of Default" or "Default") and the Lender may at its option exercise any of its remedies at law or equity including without limitation causing Borrower's immediate repayment of the Loan, notwithstanding the Borrower bringing the Loan into compliance or curing the Default, unless such cure occurred during the applicable notice and cure periods:

(a) Failure to Comply with the Loan Agreement, the Declaration, or this Note. If Borrower fails to bring the Development into compliance with any term or provision of the Loan Agreement, the Declaration, or this Note, after written notice and reasonable opportunity to cure period of time not to exceed thirty (30) days, or longer period of time agreed upon by Lender in writing in its sole discretion, then such non-compliance constitutes an Event of Default.

(b) Bankruptcy. If there is filed by or against the Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of the Borrower, and any such petition not filed by the Borrower is not dismissed within ninety (90) days of the date of filing; or if the Borrower files a petition for reorganization under any of the provisions of the United States Bankruptcy Code or of any similar law, state, federal, or foreign, and any such petition is not dismissed within ninety (90) days of the date of filing, or if either of them makes a general assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction, any of which, in the reasonable judgment of the Lender, will cause material interference with the timely completion of the Improvements; or

(c) Payment. The Borrower fails to make any payment of principal or interest required under the Note when due; or

(d) Breach of Covenants, Warranties and Representations. If any warranty or representation made by the Borrower or pursuant to the terms of the Loan Documents shall be false or misleading in any material respect, or if the Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in the Loan Documents (provided, that with respect to nonmonetary Events of Default, the Lender shall give written notice to the Borrower, who shall have thirty (30) days after the date of the written notice to cure, which time may be reasonably extended by the Lender, provided that if Borrower cannot reasonably cure within thirty (30) days, Borrower shall be entitled to such additional period of time as is the Lender deems appropriate in its sole discretion for Borrower to cure such nonperformance, and that with respect to monetary Events of Default, the Borrower shall have a five (5) day grace period), or is unable or unwilling to meet its obligations thereunder; or

(e) Failure to Comply with Requirements of Adaptive Reuse Bond Program ("ARBP"). If at any time the Borrower or Development is not in compliance with requirements associated with the

ARBP established by City of Flagstaff Resolution No. 2025-44 , after written notice and opportunity to cure period of thirty (30) days, or longer period of time agreed upon by Lender in writing in its sole discretion, then such non-compliance constitutes an Event of Default and the ARBP Funds will be immediately due and payable to the Lender.

ESTOPPEL/WAIVER: Failure of Lender to declare a Default shall not constitute a waiver of such default. Furthermore, any Lender waiver of any Default shall not be construed to waive any subsequent or Default or estop Lender from seeking enforcement of this Note.

PREPAYMENT: Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and second to the payment of interest, if any. Upon Borrower's payment in full of the entire indebtedness under this Note, Lender shall promptly release the Declaration and the Deed of Trust and record a satisfaction of the Deed of Trust and a release of covenant, as well as any other documents required to be recorded to evidence the foregoing releases, in the public records of Coconino County, Arizona.

COSTS & ATTORNEYS' FEES: If any legal services by an attorney are required to enforce the requirements of this Note or any of the Loan Documents, the prevailing party will be reimbursed by the other party for all costs and expenses of such action, including reasonable attorneys' fees, and if in legal action costs and expense of such action, including reasonable attorneys' fees as may be fixed by the court.

PARTIES: The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

SUBORDINATION: The rights of the Lender to payment of the indebtedness evidenced by this Note and other Loan Documents shall be subordinate to the First Mortgage Loan as described in the Loan Agreement. Lender agrees to notify the First Mortgagee of a default under this Note and to a ninety (90) day standstill after notification of the default for the purpose of Lender and First Mortgagee coordination of efforts to preserve the Property in accordance with the remedies outlined in each party's funding/loan documents.

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Superior Court for Coconino County, Arizona, or in the United States District Court for the District of Arizona, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Arizona, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Arizona.

LOAN AGREEMENT: This Promissory Note is subject to the terms and conditions of the Loan Agreement of even date between the parties hereto, and the terms and conditions of such Loan Agreement are incorporated by reference herein to the same extent, force, and effect as if they were fully set forth herein. The terms of the Loan Agreement and this Promissory Note should be construed in such manner

as not to render any term meaningless or void. However, in the event of a conflict between the terms of this Promissory Note and the Loan Agreement, the Loan Agreement shall govern.

AMENDMENTS. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

NOTICE. All notices mut be provided as set forth in the Loan Agreement.

TIME OF ESSENCE. Time is of the essence in the performance of each and every obligation of the Borrower hereunder.

ASSIGNMENT, CONVEYANCE, TRANSFER OF THIS NOTE. The obligations of the Borrower under this Note may not be assigned or transferred in whole or in part without the prior written approval of the Lender and then only upon such terms and conditions as the Lender may approve in its reasonable discretion. Any attempted assignment or transfer of this Note without such prior written approval will be automatically null and void.

IN WITNESS WHEREOF, this Note has been duly executed by Borrower as of the day and year first written above.

BORROWER

2705 N 4th Street LLC,
a Wyoming limited liability company

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The Promissory Note was signed and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of 2705 N 4th Street LLC, on behalf of the company and pursuant to authority given to him by said company. He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____
My Commission Expires: _____

PROMISSORY NOTE
THE LANTERN

Exhibit "A"

Legal Description

City of Flagstaff Adaptive Reuse Bond Program

City of Flagstaff - Housing Office

Contact:
Jennifer Mikelson, Housing Planning Manager
jmikelson@flagstaffaz.gov
(928) 213-2744

Program Description

The language below is from the City of Flagstaff Voter Information Pamphlet (2022) and explains the intent behind the bond funding for this activity.

"This funding…will allow the City of Flagstaff to partner with private developers, non-profits included, to repurpose existing and available buildings and spaces into rental opportunities for the residents of Flagstaff."

This Program will offer approximately $3,000,000 in general obligation bond funds through an open call for applications. Funding will be provided as forgivable 30-year loans to assist non-profit or for-profit developers in repurposing and rehabilitating existing buildings into affordable rental units. The goal is to create seventy-five (75) new affordable rental units through the adaptive reuse of the City of Flagstaff's ("City") existing building stock.

Funding Availability

The City will make approximately $3,000,000 in program funds available through an open call for applications. Applications for funding will be considered on a first-come, first-served basis and will continue to be received until all program funds have been allocated. Applications will be evaluated on a pass/fail basis.

Applicability

For the purposes of the Program, 'Adaptive Reuse' is defined as repurposing and/or rehabilitating any existing building for the creation of affordable residential units and is defined more specifically in the Flagstaff Zoning Code. Please ensure the proposed project is permitted by right and does not require zoning approvals. Refer to Section 10-40.30 of the Flagstaff Zoning Code for permitted residential uses in all zoning districts, and Section 10-30.20 for Affordable Housing Incentives for Adaptive Reuse Projects.

Project Requirements & Award Determination

To be eligible to apply for funding, projects must meet **all** requirements across three (3) categories: Project Details, Cost Per Affordable Unit, and Leveraged Funding. Applications that contain all necessary materials and are deemed complete by the City will be reviewed on a first-come, first-served basis. At a minimum, complete applications must pass **all** of the requirements below to be eligible for an award of funding. If the project fails to meet any of the criteria below, it will not be eligible for funding. City staff will endeavor to review applications and notify applicants of their eligibility for an award of funding within thirty (30) calendar days of the application submission date.

1. Project Details (Pass/Fail): Describe how the project meets all criteria listed below.
   - ❑ **Property Eligibility**: Property must be located within City limits and show proof of ownership, a contingent purchase contract, lease agreement providing the applicant

with the right to operate the proposed residential use onsite for the minimum affordability period, or a letter of intent to purchase or lease the property. Applicant must also provide documentation that the proposed residential use is permitted within the underlying zoning district, per the City Zoning Code.

- ❑ **Eligible Uses**: Program funds may be used for costs relating to the acquisition and rehabilitation of new affordable rental housing in existing buildings, including purchase, renovation, and rehabilitation.
- ❑ **Ineligible Uses**: Program funds may not be used for any costs related to the construction of new freestanding buildings, renovation of market-rate units, renovation of existing residential units, complete demolition of buildings, or the improvement of undeveloped land.
- ❑ **Affordability Period**: The minimum required affordability period is thirty (30) years from the Certificate of Occupancy and shall be sustained regardless of any transfer of ownership, such transfer subject to the terms and conditions of the City loan documents.
- ❑ **Area Median Income Limit (AMI)**: The project must provide affordable units at an average of 80% AMI or less, with a maximum household income of 100% AMI.
- ❑ **Affordable Rent Methodology**: Unless other funding sources require otherwise, the City's Affordable Rent & Income Limits shall be used.

2. Cost Per Affordable Unit (Pass/Fail): Applications requesting $40,000 or less per affordable unit will be eligible for funding. Funding will be awarded on a per-unit basis to meet the 75-unit goal: $3,000,000 / 75 = $40,000. Applications requesting more than $40,000 per unit are ineligible. While funding will only be awarded to support the creation of affordable rental units, this program does not prohibit market rate units within the same project.

3. Leveraged Funding (Pass/Fail): Additional funding sources beyond City Program funds are required and will be evaluated for project viability, sustainability, and other metrics. All funding sources must be provided, including current and signed letters of commitment from pending funders or loan documents from closed funders.

Loan Terms

- Funding will be a loan between eligible applicants and the City. Loan documents will be provided by the City. Loan documents with each applicant will be subject to approval by City Council. The Program funds will be dispersed at either the close of escrow or after the primary loan closes.

- The loan will be secured against the property with a promissory note and recorded deed of trust and will be subordinate to first mortgage financing, with further subordination considered on a case-by-case basis and in the City's sole discretion.
- No interest or principal payments are required during the 30-year term if affordable units continue to meet the terms identified in the loan documents.
- A 30-year compliance period will commence at the issuance of the certificate of occupancy. After the required 30-year term, the loan may be forgiven depending on the borrower's performance in accordance with the loan documents
- Units must be available for lease within twenty-four (24) months of the applicant receiving notification of an award of Program funds.
- A default under the loan documents will result in the City's ability to deem the loan in default and immediate repayment of all Program funds, such determination in the City's sole discretion.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Meyers, Economic Development Manager

Co-Submitter: David McIntire

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:
Ratification of Letter of Support for the United States Space Academy Site Selection

STAFF RECOMMENDED ACTION:

Ratify the letter of support dated November 4, 2026, supporting City of Flagstaff's proposal to locate the United States Space Academy in Flagstaff.

Executive Summary:
The Presidential Commission on the United States Space Academy (USSA) is selecting a location for a new federal academy, with Arizona submissions routed through the Arizona Commerce Authority (ACA). The City of Flagstaff, in partnership with Northern Arizona University (NAU), is part of Arizona's proposal to locate the academy in Flagstaff. The academy would launch on an interim basis in 2028 with approximately 300 students and grow to a permanent campus by 2031, with groundbreaking targeted for 2027.

Because the submission deadline of 11/4/2026 fell before the next available Council meeting, the Mayor signed a letter of support on behalf of the Council on November 4, 2026. Ratification formally confirms Council's support for that letter. In the letter, the Council shares Flagstaff's role in space exploration and how a USSA campus aligns with our Economic Development Strategic Plan.

Financial Impact:
Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:
None.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Ratify the letter of support.
2. Ratify the letter and direct staff to prepare a supplemental letter clarifying or amending specific commitments.

Connection to PBB Priorities and Objectives:
This project aligns with attracting High Wage, Low Impact jobs, aligns with our target sector of "Astronomy" and builds on programmatic success from NAU's Planetary Sciences.

Connection to Regional Plan:
Policy HE.3: Promote employment pathways, skills training, and job creation in targeted sectors and needed industries such as construction, forestry, advanced manufacturing, health care, astronomy, and bioscience.

Connection to Carbon Neutrality Plan:
Economic Prosperity: Flagstaff will cultivate a prosperous and stable economy with abundant and equitable access to employment and entrepreneurship opportunities.

Connection to 10-Year Housing Plan:
The USSA campus will bring high paying jobs to the area which aids in housing affordability.

Connection to Division Specific Plan:
Astronomy is one of our targeted sectors for Business Attraction.

Attachments: Council Letter of Support

FLAGSTAFF, ARIZONA
City Council

211 West Aspen Avenue,
Flagstaff, Arizona 86001
928-213-2065
www.flagstaff.az.gov

November 4, 2026

Presidential Commission on the United States Space Academy
c/o National Aeronautics and Space Administration
Submitted through the Arizona Commerce Authority

RE: Flagstaff City Council Support for Locating the United States Space Academy in Flagstaff, Arizona

Dear Members of the Commission:

On behalf of the Flagstaff City Council, I write in full support of Arizona's proposal to locate the United States Space Academy (USSA) in Flagstaff. In partnership with Northern Arizona University, the City is prepared to support the academy from its interim launch in 2028, with an inaugural class of approximately 300 students, through its growth to a permanent campus serving 1,200 students by 2031.

Flagstaff's role in space exploration is long and direct. Lowell Observatory astronomers discovered Pluto here in 1930. The U.S. Geological Survey's Astrogeology Science Center, founded in Flagstaff in 1963, produced the lunar maps for the Apollo program, and Apollo astronauts trained at crater fields just outside the city. In 2001, Flagstaff became the world's first International Dark Sky City. Today, Northern Arizona University, Lowell Observatory, the USGS, and the U.S. Naval Observatory Flagstaff Station would give USSA students daily access to working scientists and active research. Few communities in the country can offer that.

A USSA campus aligns with the City of Flagstaff Economic Development Strategic Plan's priority sector of astronomy and builds on the City's strategic partnership with Northern Arizona University. It would anchor a talent pipeline in Northern Arizona and give students from across the country, including rural and tribal communities in our region, a direct path into public service in space.

We respectfully urge the Commission to select Flagstaff, Arizona as the home of the United States Space Academy.

Sincerely,

Becky Daggett

Becky Daggett,

Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

The views and opinions expressed in this letter are my own and do not necessarily reflect the position of the Flagstaff City Council.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-56: A Resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 to move the center point of activity center S12 north on maps 21, 22, and 24; remove activity center S17 on maps 21, 22, and 24; and realign the road network on map 25; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-56 by title only
2. City Clerk reads Resolution No. 2026-56 by title only (if approved above)
3. Adopt Resolution No. 2026-56

Executive Summary:

The applicant is requesting a Minor Regional Plan Amendment to support the proposed Specific Plan and the rezonings of approximately 290 acres to accommodate a new residential subdivision, a resort, and commercial uses. The residential subdivision will contain parcels zoned Rural Residential, Single Family Residential, and Medium Density Residential. The extension of JWP Boulevard extends across the southern portion of the development site.

The Minor Regional Plan Amendment application was submitted in August of 2025 and found complete in November of 2025. This was prior to the adoption of the new Regional Plan 2045. The application is being reviewed under the previous Regional Plan 2030.

The Planning & Zoning Commission voted (4-0) to forward the request to the City Council with a recommendation for approval.

Financial Impact:

There are no financial impacts from this Minor Regional Plan Amendment.

Policy Impact:

There are no policy impacts from this Minor Regional Plan Amendment.

Previous Council Decision or Community Discussion:

There have been no previous Council decisions on this item.

Options and Alternatives to Recommended Action:

The City Council may approve the resolution as proposed, approve the resolution with conditions, or deny the resolution.

Background and History:

The Future Growth Illustration has two types of land use designations: “Area Types” describe the placemaking context of Urban, Suburban, Rural, or Employment and “Place Types” such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to relocate the center point of a neighborhood scale future suburban Activity Center (S12) to the north (Maps 21, 22,- Future Growth Illustration and Map 24– Activity Centers). Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed. A Suburban Activity Center can serve a Regional scale or Neighborhood scale. The activity center for this site (S12) is currently identified as neighborhood scale. Neighborhood Suburban Activity Centers are intended to be smaller, mixed-use centers at intersections of collector streets and neighborhood access roads providing connections to local goods and services, public spaces, transit, and the FUTS.

This application also proposes to realign a future circulation corridor and a future access corridor as identified on Map 25 (Road Network Illustration). The existing Map 25 shows a circulation commercial corridor that aligned with the previous planned alignment of JWP Boulevard. The future access corridor on the existing map connects to the parcel to the north. The proposed amendment has it connect to the west. This proposed amendment to the Regional Plan 2030 brings the road network illustration in alignment to the current Regional Plan 2045. As part of this roadway realignment, the applicant proposes to eliminate a neighborhood suburban activity center (S17).

Connection to PBB Priorities and Objectives:
Support and strengthen a robust, diverse, and sustainable economy.

Connection to Regional Plan:
The attached staff report has identified relevant Regional Plan Goals and Policies that could be applied to each part of the proposed Minor Regional Plan Amendment.

Connection to Carbon Neutrality Plan:
Not Applicable

Connection to 10-Year Housing Plan:
Not Applicable

Attachments:
11/17 Presentation
Res. 2026-56
Ex. A - Maps 21 and 22
Ex. B - Map 24
Ex. C - Map 25
Staff Report
Application
Project Narrative
Record of Proceedings
Presentation

STL 290 Minor Regional Plan Amendment, Specific Plan, & Zoning Map Amendments

Alaxandra Pucciarelli
Current Planning Manager
November 17, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL 290

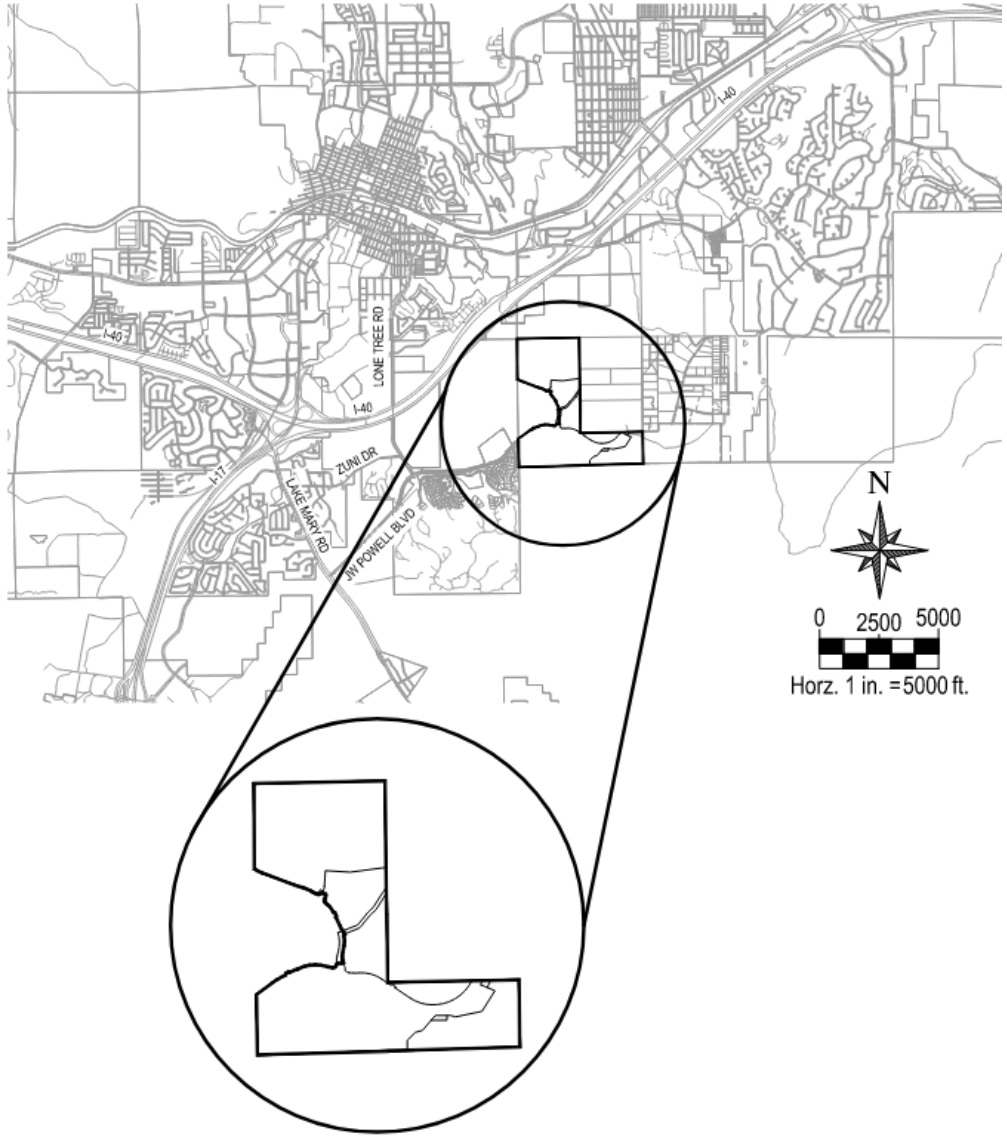
Subject Property

Existing Conditions

- The subject property is approximately 290 acres of undeveloped land.

Proposed Development

- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



STL 290 – Minor RP Amendment

Application 1:

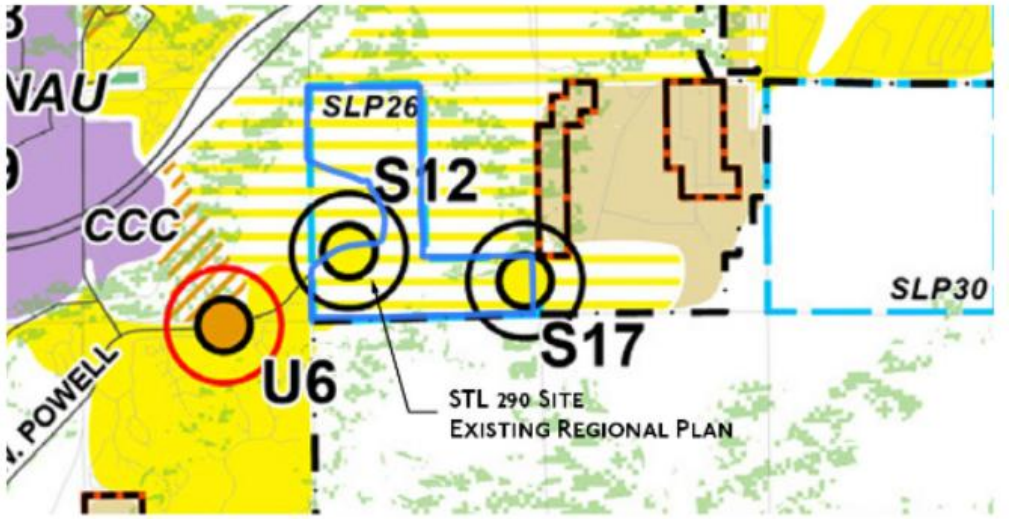
A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Symmetry Companies,

1. move the center point of activity center S12 north on Maps 21, 22, and 24;
2. remove activity center S17 on Maps 21, 22, and 24;
3. realign the road network to follow the John Wesley Powell Boulevard extension.

STL 290 – Minor RP Amendment

Relocate future suburban activity center S12

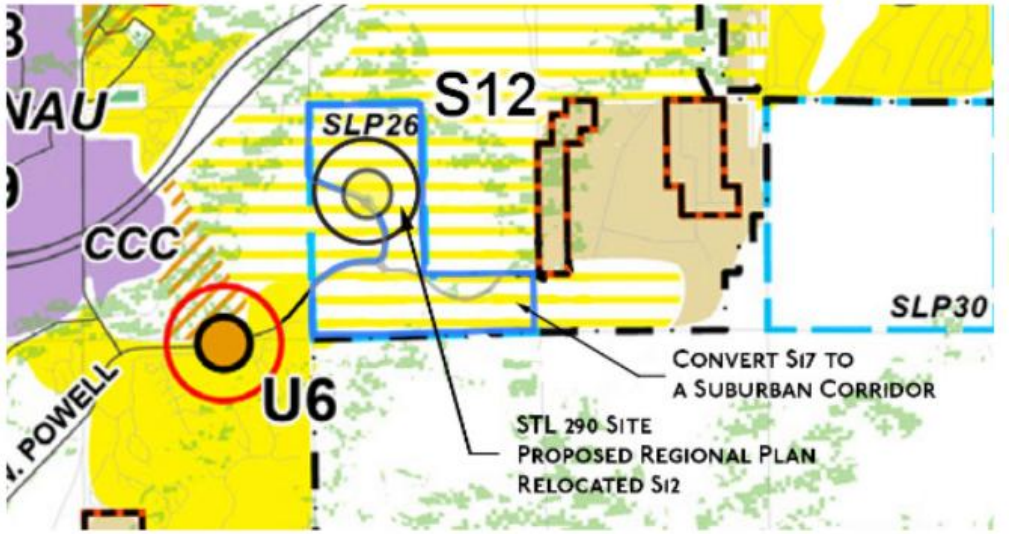
- Move to the north near the proposed development of a travel accommodation use, referred to by the applicant as “the Lodge.”
- Along a proposed collector roadway.



EXISTING REGIONAL PLAN MAP

Remove future suburban activity center S17

- The applicant states the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.



PROPOSED REGIONAL PLAN MAP

STL 290 – Minor RP Amendment

Relocate S12

- Suburban Activity Centers have a pattern of commercial uses as the primary anchor with supporting residential around it.
- The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

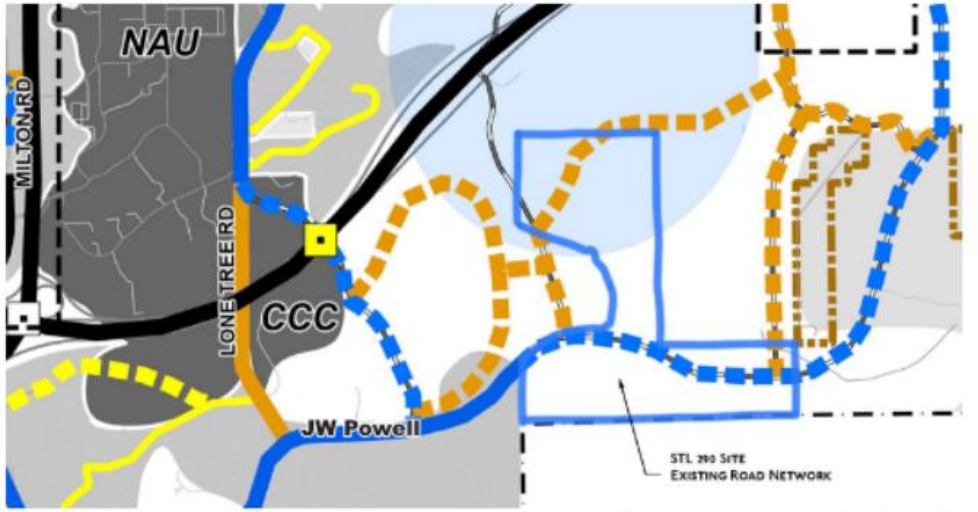
Delete S17

- The removal of an activity center would push intensity and density along the corridor rather than cluster it around an activity center.

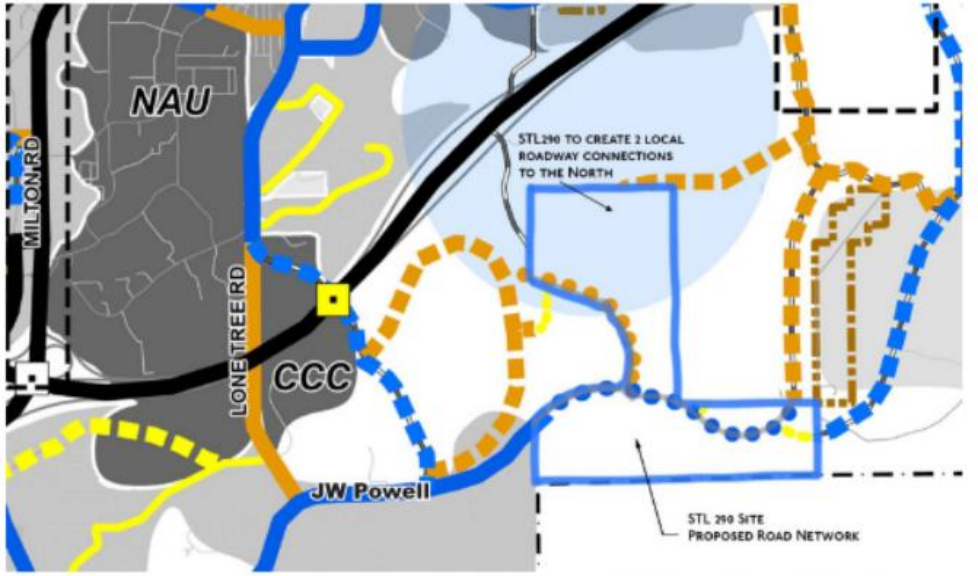
STL 290 – Minor RP Amendment

Amend Map 25, the Road Network Illustration

- Align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway.
- The amendment changes the east portion of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.



EXISTING ROAD NETWORK MAP



PROPOSED ROAD NETWORK MAP

STL 290 – Minor RP Amendment

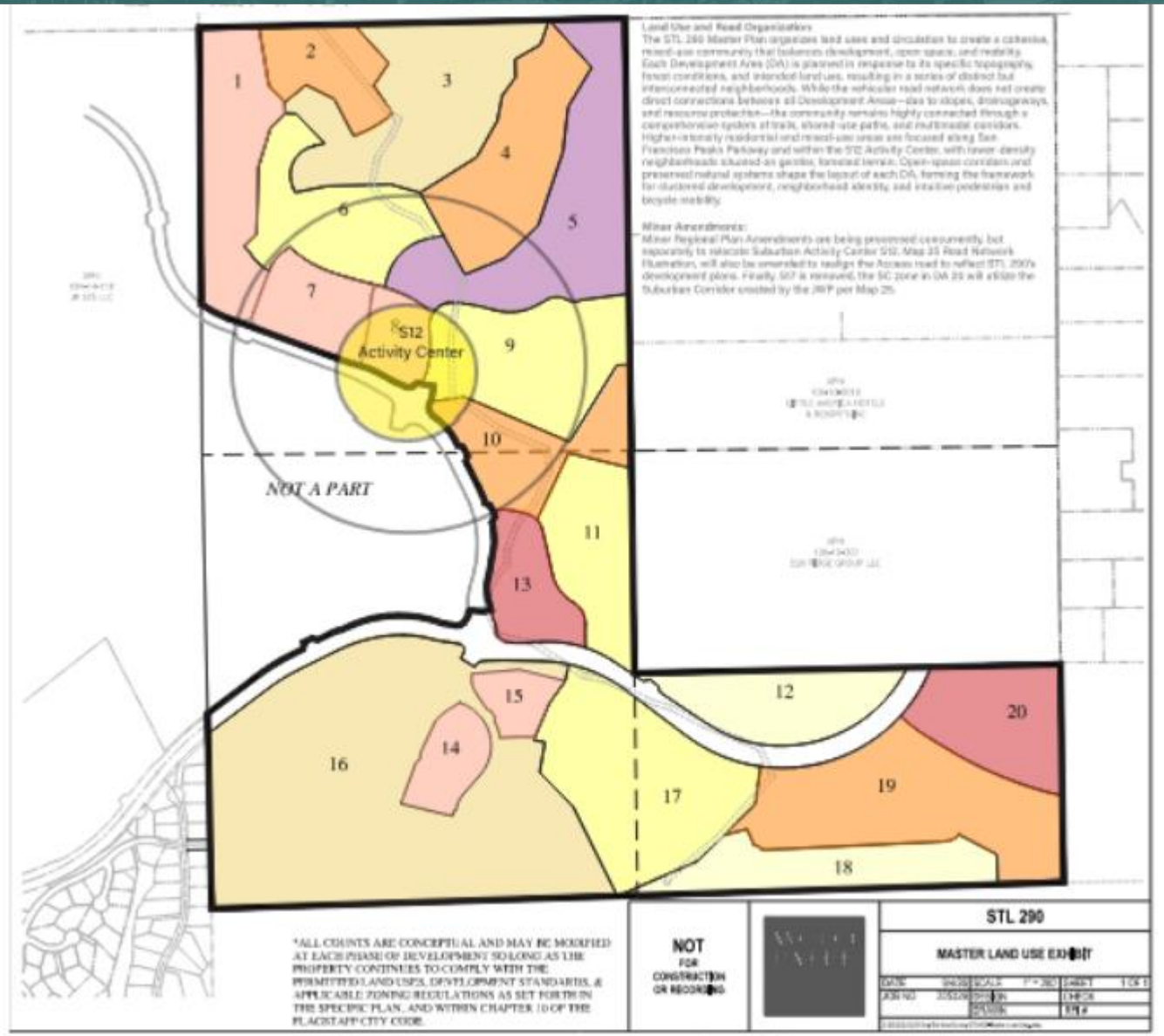
Amend Map 25

- Area to the north is mapped as “Identify Road Network Solutions through Future Study.”
- Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.
- Aligns the Map with the current JW Powell road alignment.
- A Suburban Corridor “serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street.”

STL 290 – Specific Plan

Application 2: Specific Plan

- Defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land.
- 20 Development Areas (DA) with proposed zoning classifications of RR, R1, MR, SC, and HC.
- Establishes designated open space, parks, and multimodal trail corridors.
- Outlines required water, sewer, drainage, and public-service infrastructure.
- Provides a phased approach for constructing roads, utilities, and amenities.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Specific Plan Modifications

Modifications to Density requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
3	RR	No min 1 unit/acre max	0.8 unit/acre min 1 unit/acre max
2, 4, 6, 9	R1	2 unit/acre min 6 unit/acre max	4 unit/acre min 6 unit/acre max
1, 7	MR	6 unit/acre min 14 unit/acre max	12 unit/acre min 14 unit/acre max
8	MR	6 unit/acre min 14 unit/acre max	11 unit/acre min 14 unit/acre max

STL 290 – Specific Plan Modifications

Land Use Permissions (Allowed Uses Table)

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in DA 16.

Planned Residential Development Modifications

- Applies PRD standards site-wide rather than per-phase,
- Counts open space collectively,
- Meets PRD points through community-scale amenities rather than parcel-specific features.

STL 290 – Specific Plan Modifications

Modifications to Height requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
2, 10, 19	R1	35 feet	48 feet
4, 14, 15	R1	35 feet	60 feet
1, 7, 8	MR	35 feet	60 feet
5	HC	60 feet	75 feet
13, 20	SC	35 feet	60 feet

STL 290 – Specific Plan Modifications

Modifications to Setbacks

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (DA 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

STL 290 – Specific Plan Modifications

Block Length and Street Connectivity Standards

- The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size.
- The street network in the DA 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints.
- The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

STL 290

Housing

- Proposed target of 785 dwelling units.
- Entitlements allow a range of 605 – 1,312 dwelling units.
- The Specific Plan restricts the development of single-family residential housing in five areas (DA 1, 7, 8, 14, and 15).
- No Affordable Housing units are included in the proposal.
- No restrictions on Short Term Rentals

STL 290 – Concept Rezone to R1

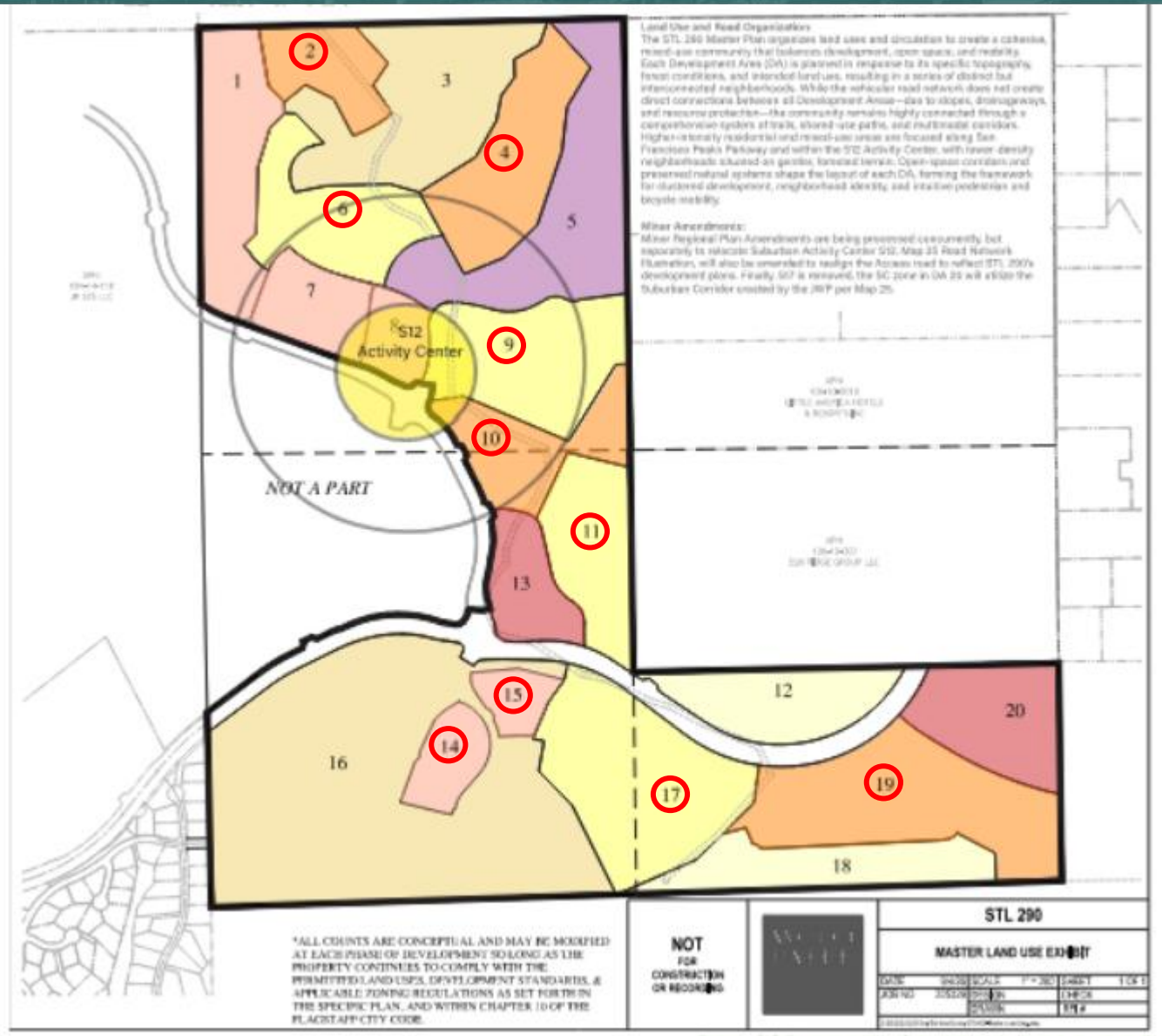
Application 3:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO.

STL 290 – Concept Rezone to R1

Development Areas (DA)

- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO.
- These areas will accommodate between 315-721 (443 target) dwelling units.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to R1

Density

- DA 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre).
- The Specific plan requires DA 2, 4, 6, and 9 to have between 4-6 units per acre.
- DA 4, 6, 9, and 10 are located within the S12 Activity Center pedestrian shed and contribute to the minimum required average density of 6 units per acre.

Allowed Uses

- All DA are allowed to develop the permitted residential uses in the R1 zone.
- DA 14 and 15: One Unit Residential Development is prohibited.
- All DA are allowed to develop Outdoor Public Uses under Commercial Uses.

STL 290 – Concept Rezone to SC, HC, MR

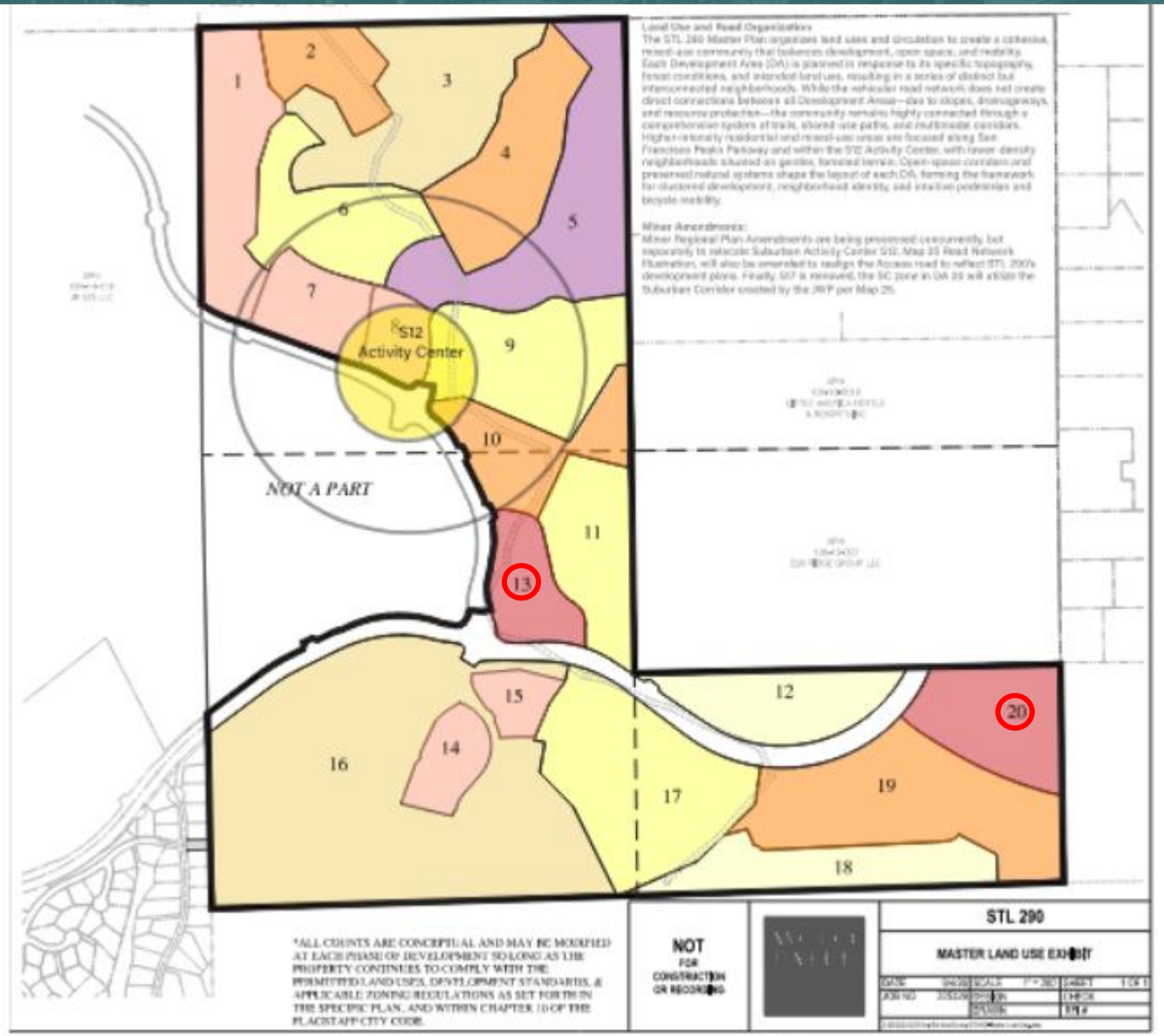
Application 4:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

STL 290 – Concept Rezone to SC, HC, MR

Development Areas (DA)

- Rezone two DA (13 and 20) to the SC zone.
- DA 13 is referred to in the Specific Plan as the “Commercial Village”



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Allowed Uses in DA 13 and 20

- Primary Use: General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.
- Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit).
- DA 20 also allows the following primary uses: Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums.
- All Residential uses allowed in the SC zone.

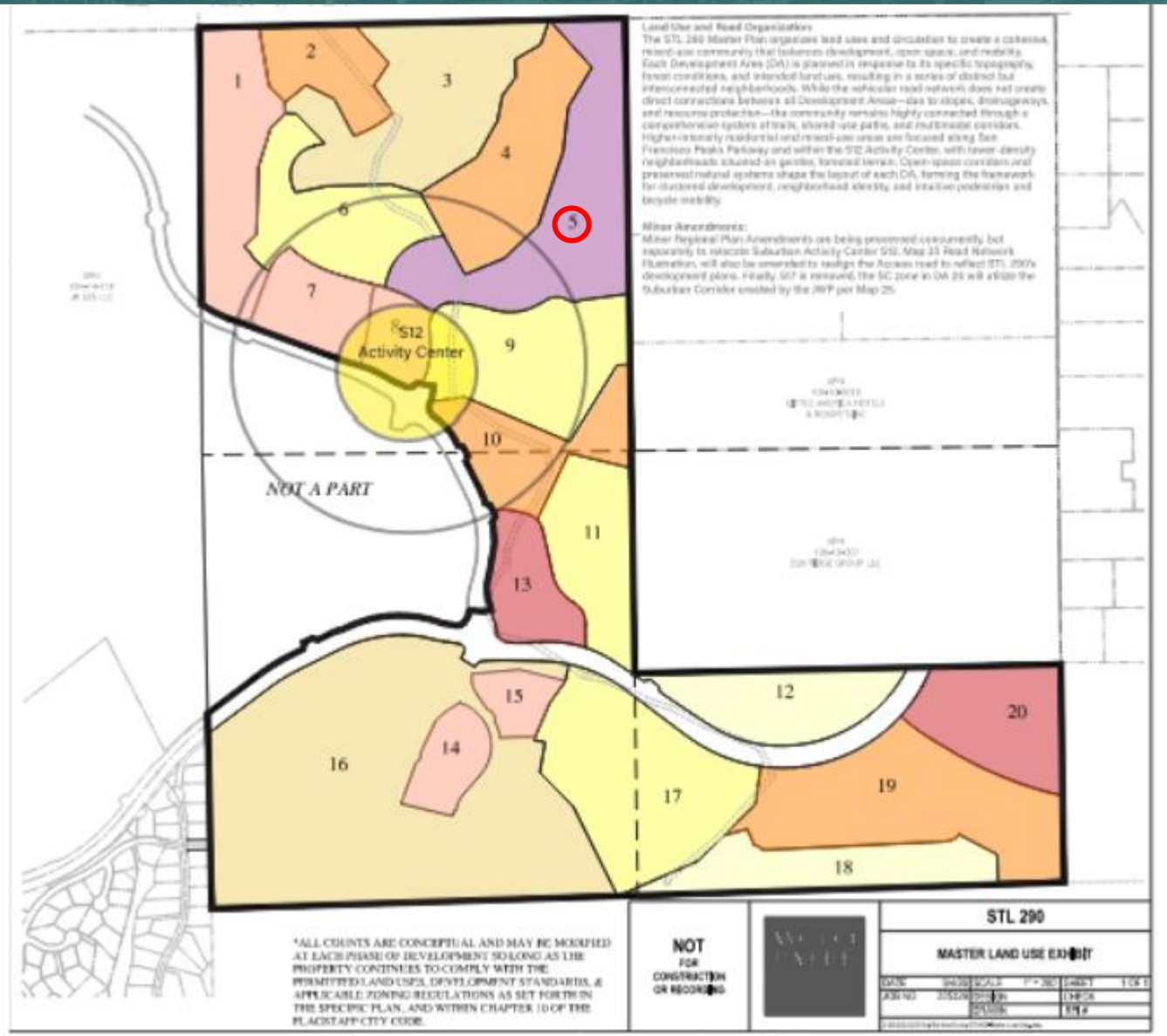
STL 290 – Concept Rezone to SC, HC, MR

Development Areas

- Rezone DA 5 to the HC zone.

Allowed Uses in DA 5

- Primary Use: Travel Accommodations.
- Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Development Areas

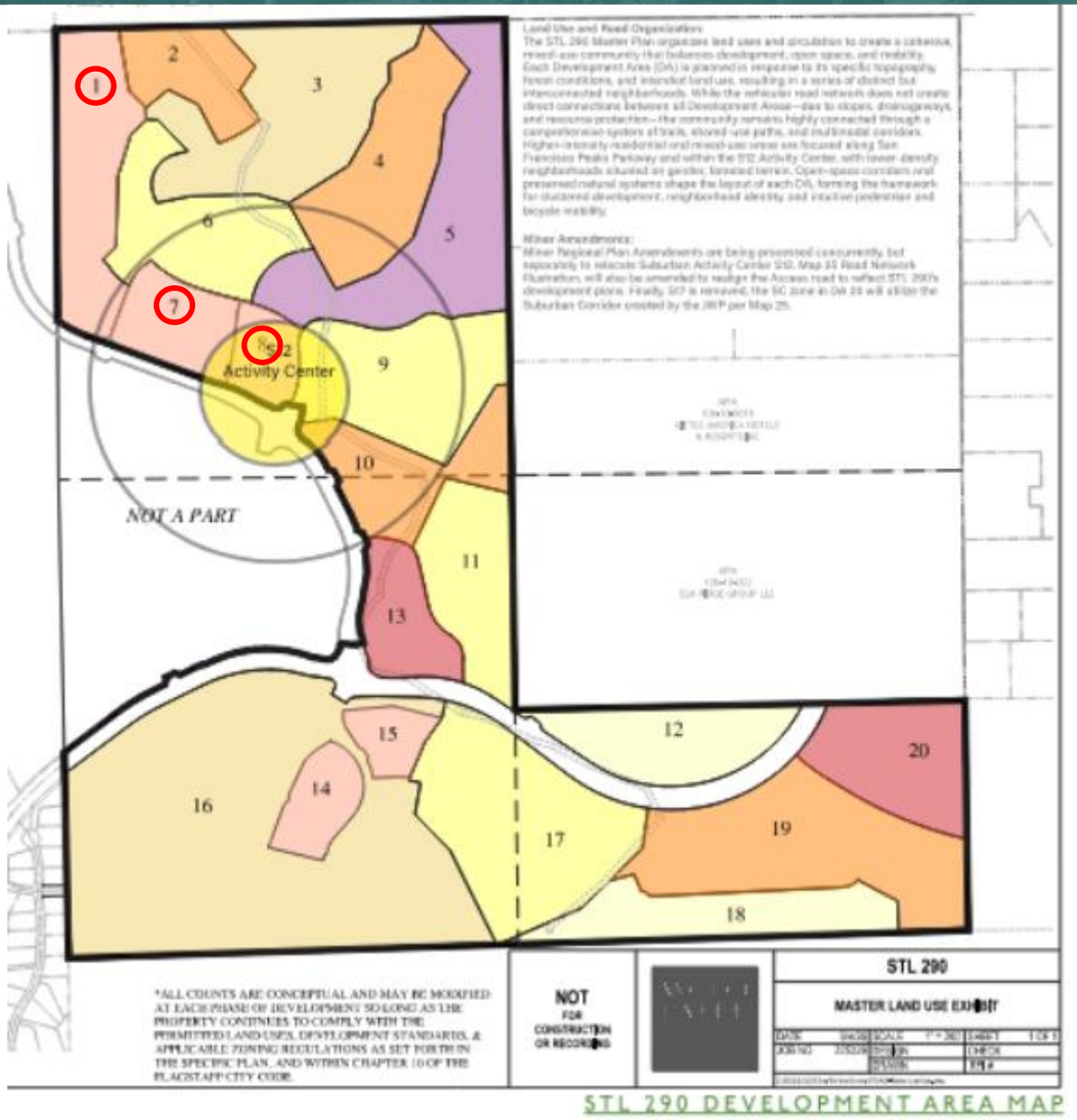
- Rezone DA 1, 7, and 8 to the MR zone.

Allowed Uses in DA 1, 7 and 8

- All residential uses in the MR zone, except One Unit Residential Development is prohibited.
- Outdoor Public Uses is the only allowed commercial use.

Density

- Target 296 dwelling units (280 – 333 dwelling units are allowed).



STL 290 DEVELOPMENT AREA MAP

Entitlements Granted

The entitlements granted by these applications are as follows:

- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

Citizen Participation Plan

- The applicant held three neighborhood meetings for the four applications.
- These meetings were held on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.
- Specific Plans are required to have two Planning & Zoning Commission Hearings.
- Per A.R.S. Section 9-461, the proposal was submitted to required government agencies for a 60-day review and further comment on June 12, 2026.

Findings

- The Planning and Zoning Commission shall find that each request is consistent with and in conformance with the goals and policies of the General Plan.
- The Zoning Map Amendments must also be found to be:
  - Consistent with any applicable specific plans,
  - Provide Community Benefits and Public Good, and
  - The affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STL 290 – Minor RP Amendment

Application 1 Recommendation

- The Planning and Zoning Commission voted (4-0) to forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Specific Plan

Application 2 Recommendation:

- The Planning and Zoning Commission voted (3-1) to forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Concept Rezone to R1

Application 3 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to R1

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

STL 290 – Concept Rezone to SC, HC, MR

Application 4 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to SC, HC, MR

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

RESOLUTION NO. 2026-56

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO MOVE THE CENTER POINT OF ACTIVITY CENTER S12 NORTH ON MAPS 21, 22, AND 24; REMOVE ACTIVITY CENTER S17 ON MAPS 21, 22, AND 24; AND REALIGN THE ROAD NETWORK ON MAP 25; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on October 28, and November 12, 2026, and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on November 17, and December 1, 2026, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the Arizona Daily Sun, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to move the center point of activity center S12 north on maps 21, 22, and 24; remove activity center S17 on maps 21, 22, and 24; and realign the road network on map 25.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Flagstaff Regional Plan is hereby amended to move the center point of activity center S12 north on maps 21, 22, and 24 as set forth in the proposed maps in Exhibits "A" and "B"; remove activity center S17 on maps 21, 22, and 24 as set forth in the proposed maps in Exhibits "A" and "B"; and realign the road network on map 25, as set forth in the propose map in Exhibit "C".

SECTION 2. That the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of November, 2026.

_____
MAYOR

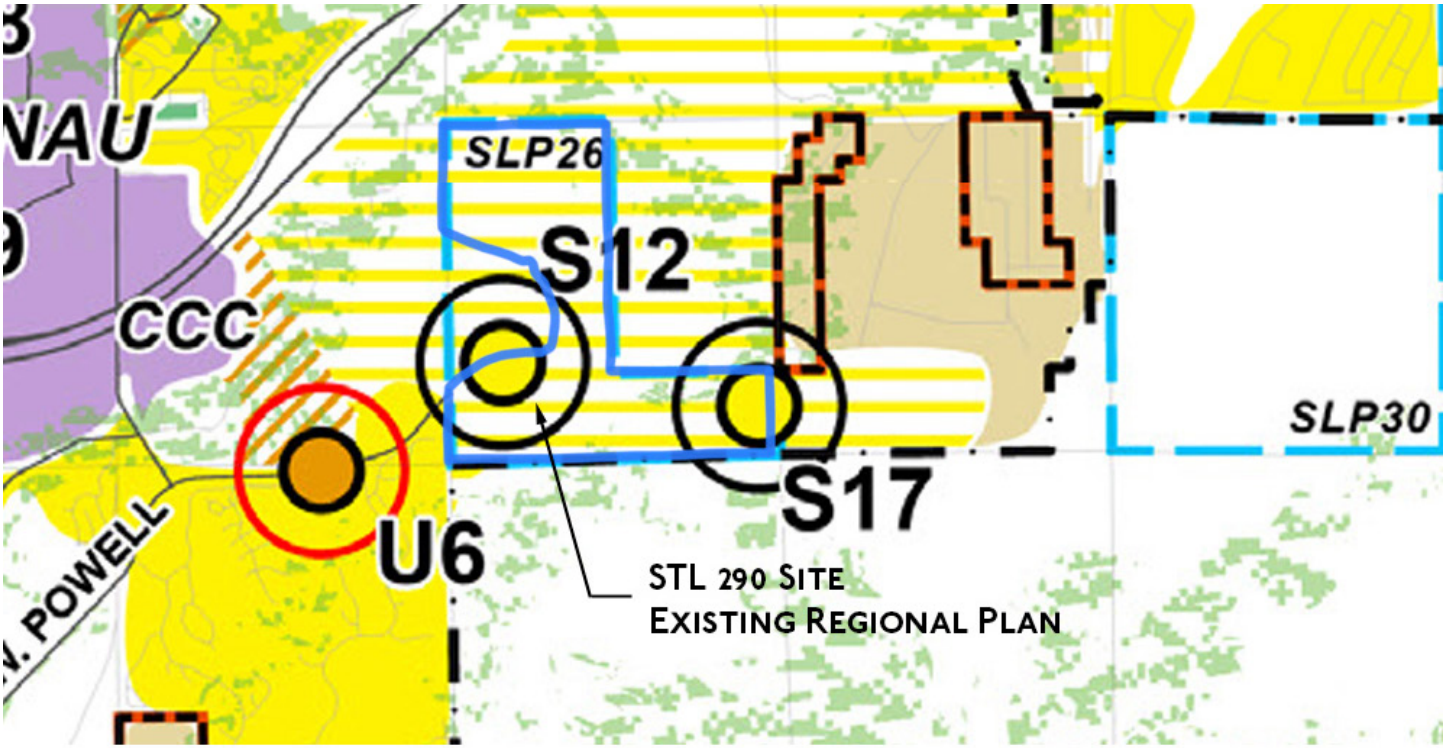
ATTEST:

_____
CITY CLERK

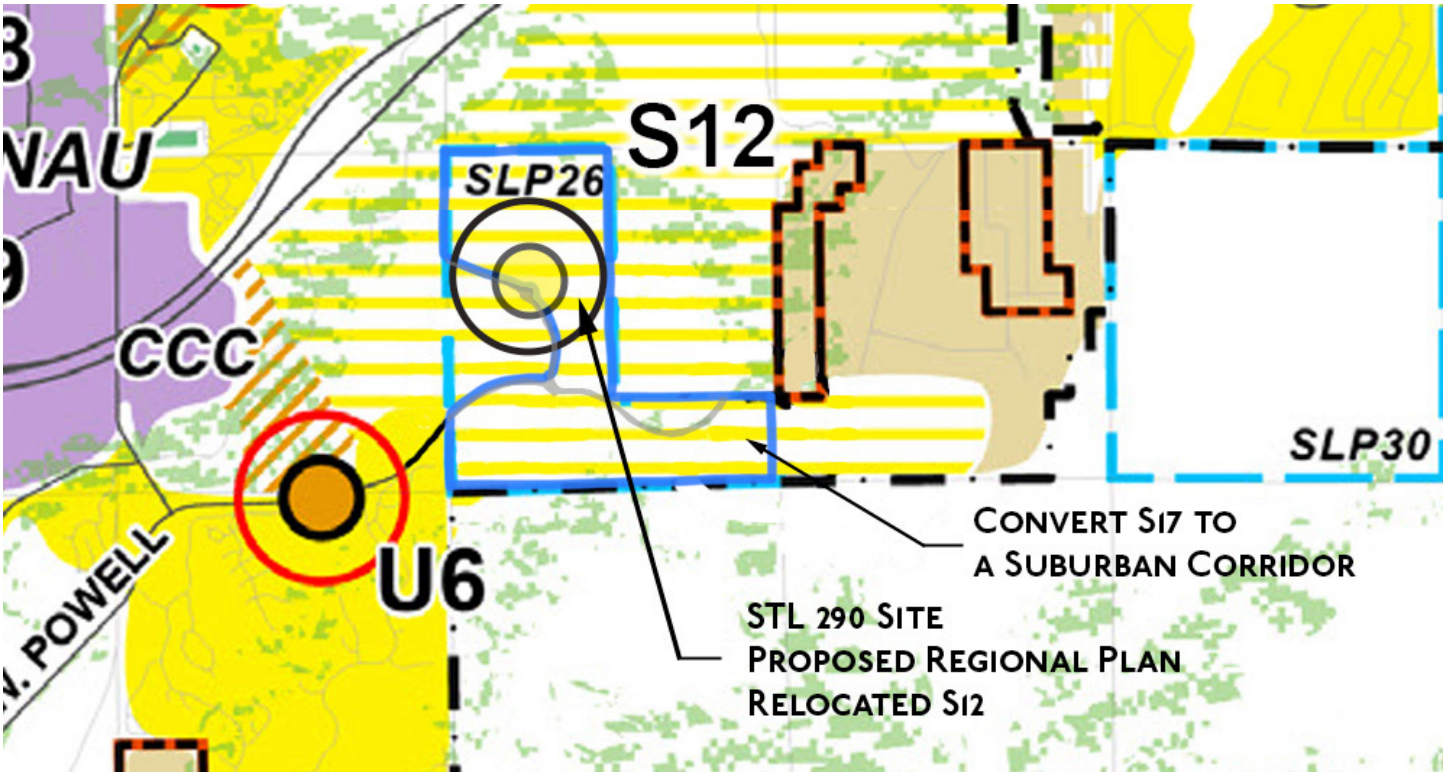
APPROVED AS TO FORM:

_____
CITY ATTORNEY

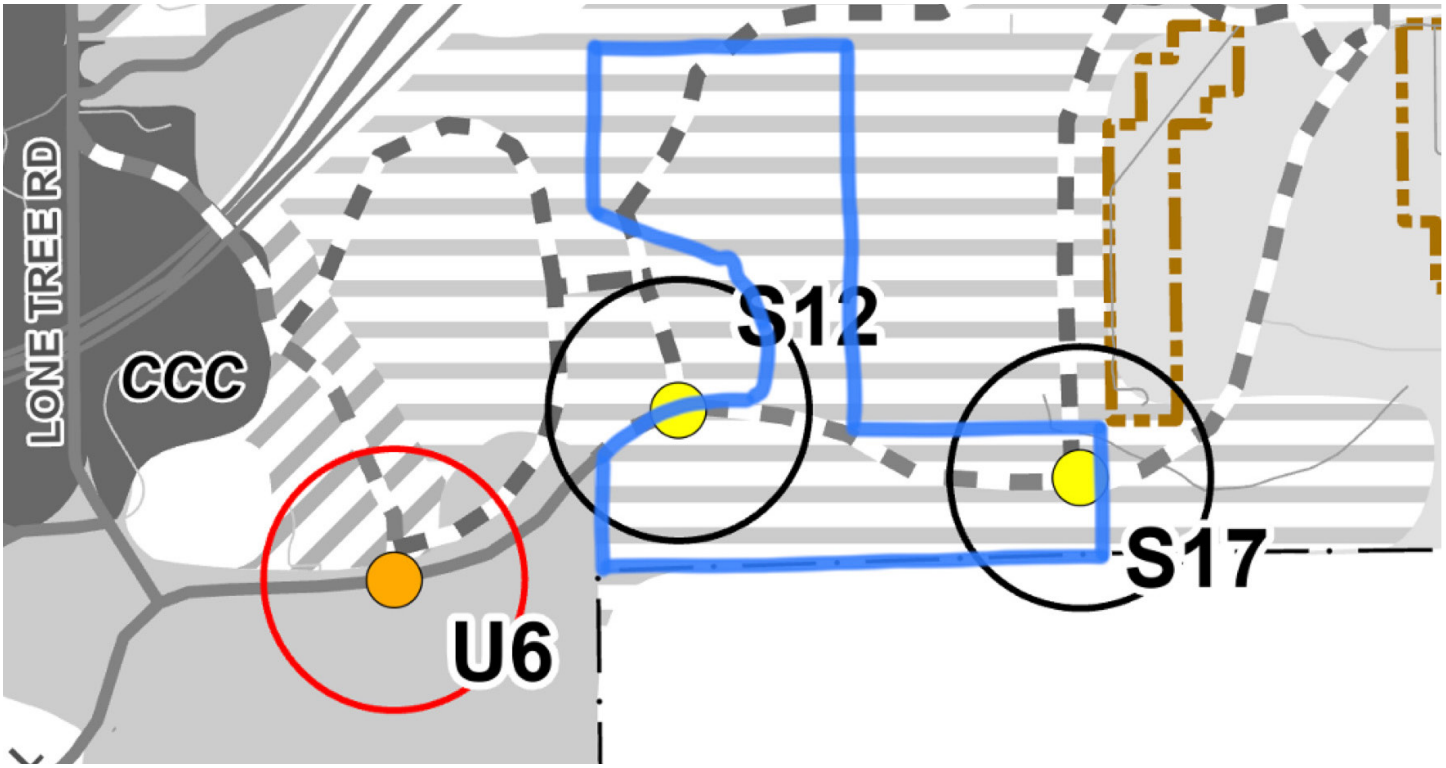
Exhibits:
Exhibit A – Maps 21 and 22
Exhibit B – Map 24
Exhibit C – Map 25



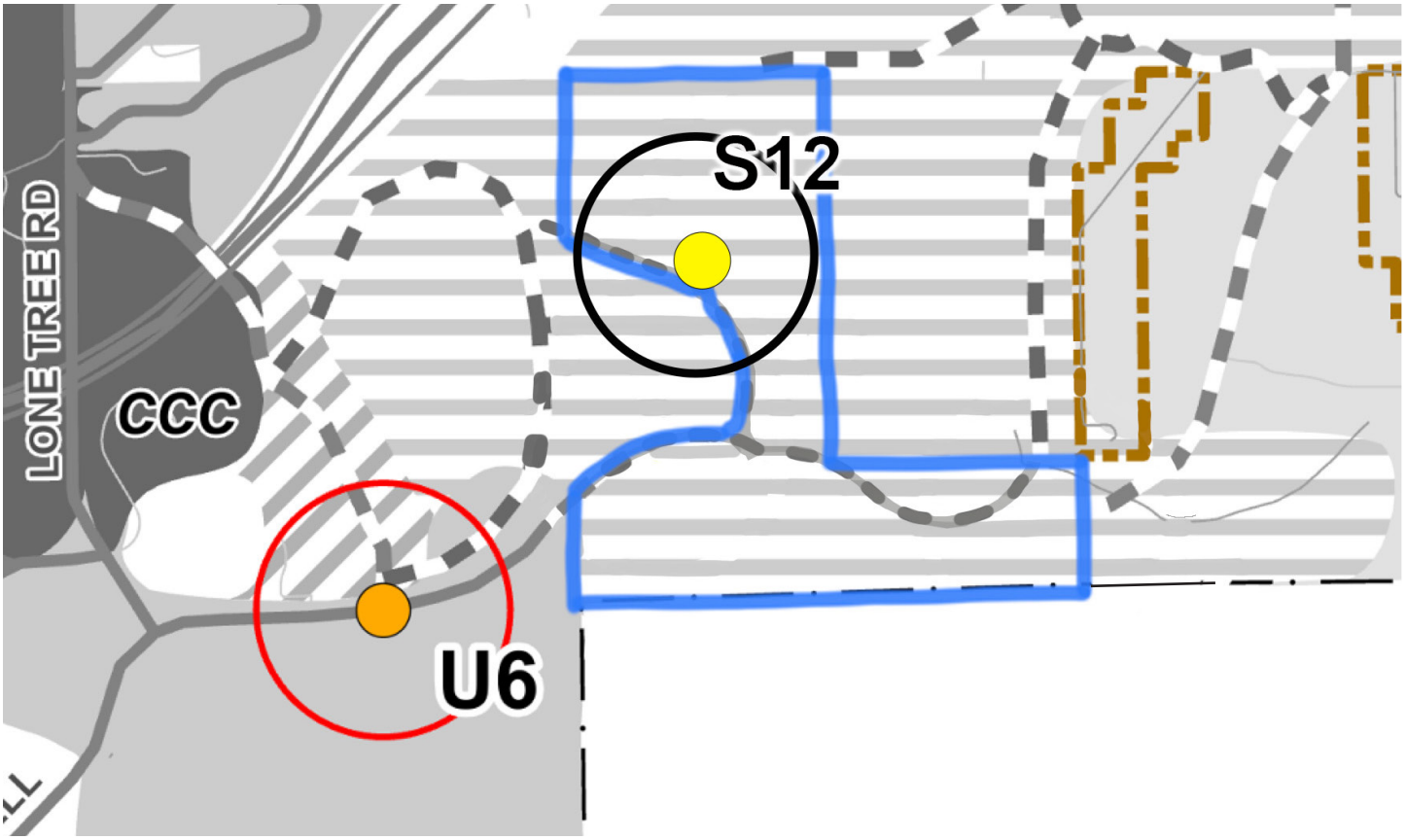
EXISTING REGIONAL PLAN MAP



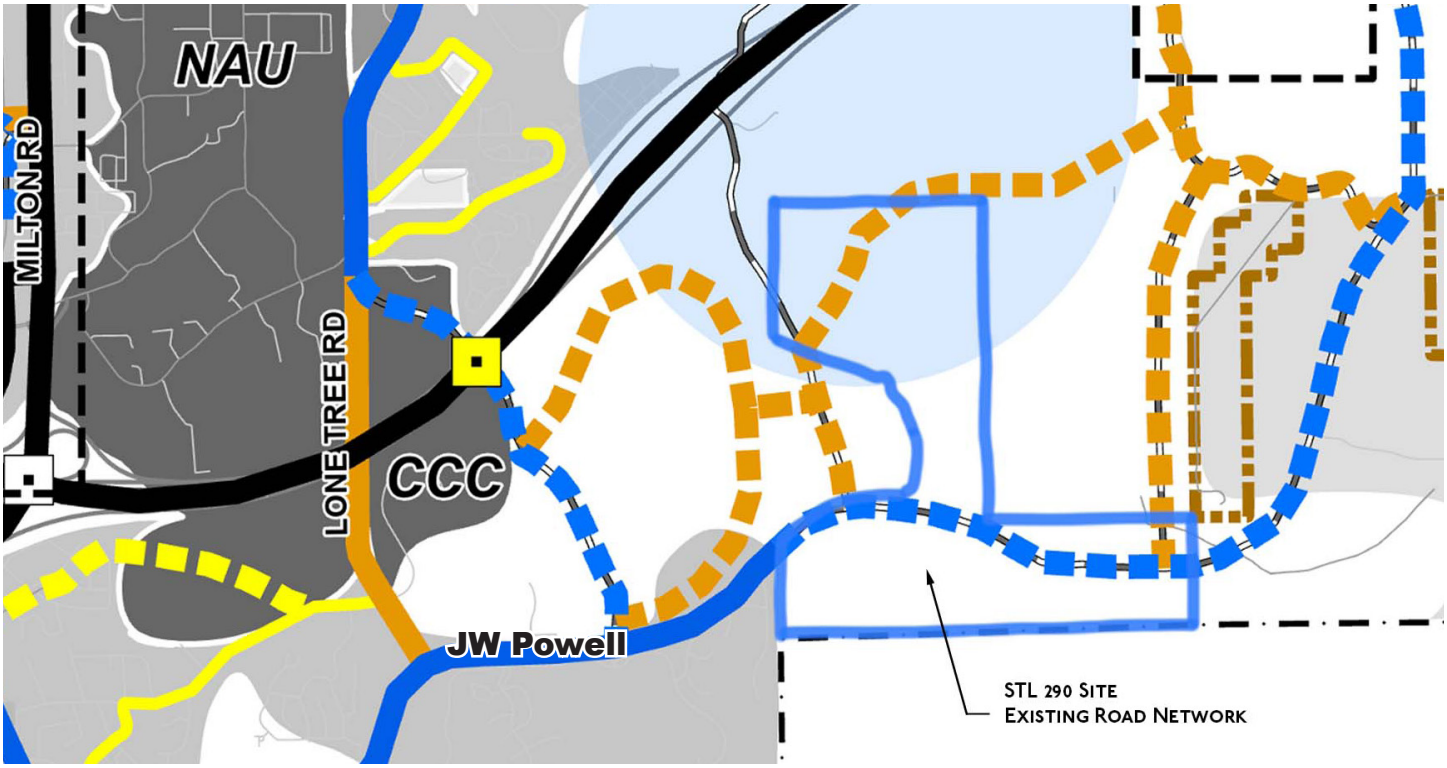
PROPOSED REGIONAL PLAN MAP



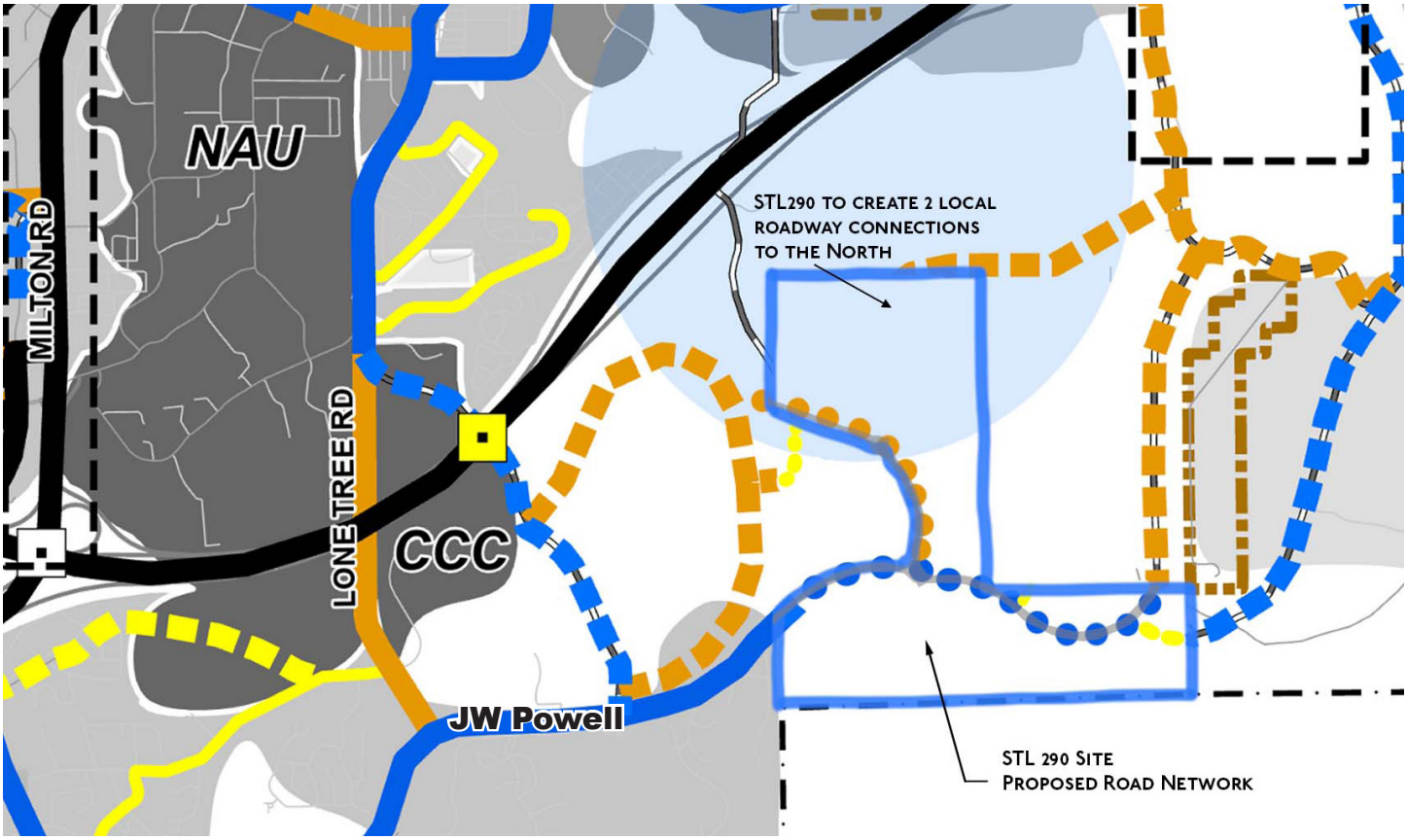
EXISTING REGIONAL MAP 24



PROPOSED REGIONAL MAP 24



EXISTING ROAD NETWORK MAP



PROPOSED ROAD NETWORK MAP

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 MINOR AMENDMENTS

PUBLIC HEARING
PZ-25-00159-02

DATE: September 25, 2026
MEETING DATE: October 28, 2026
REPORT BY: Alaxandra Pucciarelli

REQUEST:
A request for a Minor Amendment to the Flagstaff Regional Plan 2030, by Symmetry Companies, to move the center point of activity center (S12) north on Maps 21, 22, and 24; remove activity center S17; and realign the road network to follow the John Wesley Powell Boulevard future extension. This Minor Regional Plan Amendment request is the precursor to three other entitlement cases, including a new Specific Plan and two Concept Zoning Map Amendments.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

PRESENT LAND USE:
The subject property is comprised of a portion of State Trust land located in portions or all of T21N, R7E, Section 26 in the City of Flagstaff, ASLD KE53-120834. The original parcel was approximately 400 acres. The land is undeveloped.

PROPOSED LAND USE:
A mixed-use development consisting of 785 proposed dwelling units, 120-key travel accommodation use, estimated 80,000 square feet of commercial space, and natural and recreational spaces. The associated applications allow for a variety of housing types, including single-family detached, single family attached, duplex, triplex, fourplex, garden style apartments, and multi-family condominiums.

NEIGHBORHOOD DEVELOPMENT:

North:	Little America Hotel undeveloped land; Estate Residential (ER) Zone
East:	Undeveloped land, Rural Residential (RR) Zone and ER Zone
South:	Coconino National Forest, Public Lands Forest (PLF) Zone
West:	Juniper Point future residential subdivision, RR Zone
	Pine Canyon, Single-family Residential (R1) Zone

I. PROJECT INFORMATION

A. Introduction/Background

The applicant is requesting a Minor Regional Plan Amendment to support the proposed Specific Plan and the rezonings of approximately 210 acres to accommodate a new residential subdivision, a resort, and commercial uses. The residential subdivision will contain parcels zoned RR, R1, and Medium Density Residential (MR). The extension of JWP Boulevard extends across the southern portion of the development site.

The Minor Regional Plan Amendment application was submitted in August of 2025 and found complete in November of 2025. This was prior to the adoption of the new Regional Plan 2045. The application is being reviewed under the previous Regional Plan 2030.

B. Flagstaff Regional Plan 2030 Amendment Request

As discussed in the "How This Plan Works" chapter (page III-4), the Flagstaff Regional Plan 2030 is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or specific plans, which depend on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future

Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail.

The Future Growth Illustration has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to relocate the center point of a neighborhood scale future suburban Activity Center (S12) to the north (Maps 21, 22,- Future Growth Illustration and Map 24– Activity Centers). Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed. A Suburban Activity Center can serve a Regional scale or Neighborhood scale. The activity center for this site (S12) is currently identified as neighborhood scale. Neighborhood Suburban Activity Centers are intended to be smaller, mixed-use centers at intersections of collector streets and neighborhood access roads providing connections to local goods and services, public spaces, transit, and the FUTS.

This application also proposes to realign a future circulation corridor and a future access corridor as identified on Map 25 (Road Network Illustration). The existing Map 25 shows a circulation commercial corridor that aligned with the previous planned alignment of JWP Boulevard. The future access corridor on the existing map connects to the parcel to the north. The proposed amendment has it connect to the west. This proposed amendment to the Regional Plan 2030 brings the road network illustration in alignment to the current Regional Plan 2045. As part of this roadway realignment, the applicant proposes to eliminate a neighborhood suburban activity center (S17).

Attached are exhibits comparing the existing Regional Plan maps to the proposed Future Growth Illustration map and Road Network Illustration. These maps and any applicable text of the FRP 2030 should be considered in the context of the Plan's goals and policies. A discussion of the FRP 2030 goals and policies is provided below.

C. Current Zoning and Proposed Zoning

The applicant is requesting to rezone 139 acres from the RR zone with the Resource Protection Overlay (RPO) to the R1 zone with the RPO. There is also a second rezoning request to rezone 72.14 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

II. REQUIRED FINDINGS

The Planning and Zoning Commission shall find that the proposed Minor Regional Plan Amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

A. Regional Plan Vision

"The Greater Flagstaff community embraces the region's extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations." (p I-1)

Applicable General Plan Goals and Policies Analysis

An analysis is provided for each of the requests included in this application. Staff has identified relevant Regional Plan Goals and Policies that could be applied to each part of the proposed Minor Regional Plan Amendment.

Request 1: Relocate Future Suburban Activity Center S12 to the north near the proposed development of a travel

accommodation use, referred to by the applicant as "the Lodge."

The Regional Plan located future activity centers where the future road networks intended to intersect, and future development has been proposed (Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context; and Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.) The existing Regional Plan shows activity center S12 located directly on the JWP corridor at the intersection of JWP Boulevard and a future access commercial corridor. The requested amendment is to relocate S12 to align with a lodge-focused Activity Center north of JWP Boulevard, along a proposed collector roadway. The Activity Center remains within the JWP corridor influence area but shifts from being directly on JWP Boulevard to a more neighborhood scale, lodge-anchored node, connected back to JWP Boulevard via internal streets and multimodal trails.

The Regional Plan 2030 envisions activity centers as mixed-use centers. Suburban activity-centers have a pattern of commercial uses as the primary anchor with supporting residential around it. The relocated center would be reframed as a lodge-anchored tourism and community hub. At the center, the Lodge will serve as a destination with visitor-oriented commercial and surrounding parks and trails. The neighborhood-serving commercial is proposed to be located outside of the S12 Activity Center, which conflicts with Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core, but does align with the regional plan's policy to locate commercial centers along corridors.

The applicant proposes the activity center relocation to respond to topography, forest resources, and the proposed location of the Lodge. The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment. The proposed travel accommodation does not rely on the traditional model of visibility on a highly traveled roadway. The Lodge is set back from the corridor and relies on its natural setting.

The Regional Plan supports the highest intensity commercial and residential uses at activity centers and commercial corridors, with intensity and density lessening towards the edges of the pedestrian shed. The plan includes Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back. The relocation of the activity center reorganizes intensity. The lodge area and adjacent open space are framed by lower-intensity, quieter uses and landscape buffers, while higher-density residential is concentrated along collector corridors at the edge of the pedestrian shed.

Neighborhood Activity Centers are required to have a density of 6 - 29 units per acre when considered mixed-use and 6-13 units per acre when residential only. The Plan includes Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale. The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

Request 2: Amend Map 25, the Road Network Illustration, to reflect the planned Suburban Corridor and establish a Commercial Village at the intersection of JWP Boulevard and San Francisco Peaks Parkway.

The proposed changes to Map 25 align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway. The application calls this collector roadway Ponavera Boulevard. The existing Map 25 shows the future access/collector tying into a future road network to the north of the development. The amendment would orphan the northern network, in conflict with Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets, and Policy T. 8.4. Protect rights-of-way for future transportation corridors. However, this area is also mapped as "Identify Road Network Solutions through Future Study." Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.

The applicant states that this amendment clarifies that the Commercial Village at the intersection of JWP Boulevard and Ponavera Boulevard is not the Activity Center, but functions as a complementary neighborhood-serving commercial node. The Regional Plan would support a commercial zoning along the arterial roadway, which is not moving at this location. The amendment changes the far east end of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.

Regional Plan 2030 defines Corridors as "…where commercial development is encouraged." The Plan goes on to define Suburban Corridors as: "Serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street." JW Powell could serve as a Suburban Corridor, but only two development areas fronting the road are proposed to be rezoned to support commercial development (development areas 13 and 20). The other development areas range in density from 0.8 to 3.46 units/acre and are zoned RR and R1.

Request 3: Remove Activity Center S17 because the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, and the planned circulation framework centered on J.W. Powell Boulevard.

S17 is identified as a Neighborhood scale Future Suburban Activity Center. The applicant requests to remove Activity Center S17 because the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.

Regional Plan 2030 identifies JWP Boulevard as a Commercial Corridor on Map 25. The removal of an activity center would push intensity and density along the corridor rather than clustered around an activity center. The applicant characterizes the S17 area as being constrained by topography and tree resources. However, the development proposal places commercial development zoned SC and residential development zoned R1 at the previous activity center location. The R1-zoned development area 19 has the highest density along the corridor at 3.46 units/acre. Although the applicant states this amendment establishes a corridor-based pattern of development that distributes activity and connectivity along a linear framework rather than concentrating intensity in a single node; the density, such that it is, along the corridor is concentrated at the node. Policy LU.18.1 Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.

PUBLIC SYSTEMS IMPACT ANALYSES

System impact analyses (Traffic, Water/Sewer, or Stormwater) are not required in conjunction with a Minor Regional Plan Amendment. These impact analyses will be completed in conjunction with the entitlement cases intending to move forward after this amendment is approved.

CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Regional Plan Amendment request. In accordance with State Statute and the Flagstaff Zoning Code, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowners' associations within 1,000 feet of the site excluding rights-of-way.

The applicant held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. A third meeting was held on September 10, 2026, at 5:30 p.m. to allow the City to provide notice for a meeting on its website. All meetings were held virtually. Five individuals attended the first meeting, four individuals attended the second meeting, and two individuals attended the third meeting. A Citizen Participation Report, attached, was prepared. The meetings included a presentation from the applicant. There were no questions or comments from the attendees.

As of the date of this report, no public comments have been received by staff.

RECOMMENDATION:
Staff recommends the Planning and Zoning Commission forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

Attachments:

- Application
- Project Narrative
- Existing vs. Proposed Regional Plan Maps (pages 8-10 of Project Narrative)
- Applicant's Regional Plan Analysis (appendix B of Project Narrative)
- Record of Proceedings

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Zoning Map Amendment and/or Minor Regional Plan Amendment**	File Number

Property Owner(s)	Title	Phone	Email
STL 405, LLC		See Applicant	See Applicant

Mailing Address	City, State, Zip
See Applicant	

Applicant(s)	Title	Phone	Email
Symmetry Companies, Peter Burger / Todd Severson		(602) 616-6828	Tseverson@symmetryccompanies.com

Mailing Address	City, State, Zip
8601 N. Scottsdale Road, Suite 335, Scottsdale, Arizona 85253	

Project Representative)	Title	Phone	Email
Gammage & Burnham, Lindsay Schube / Sean Krieg		(602) 256-4471	lschube@gblaw.com

Mailing Address	City, State, Zip
40 N. Central Avenue, 20th Floor, Phoenix, Arizona 85004	

Requested Review ■ Zoning Map Amendment ■ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
72.12 acres of the STL 340 Master Plan		

Existing Zoning District	Proposed Zoning District:	Existing Regional Plan Land Use Category
RR-RPO	SC-RPO, HC-RPO, MR-RPO	Suburban Neighborhood (S12 + S17 AC)

Existing Use	Proposed Use
Vacant Undeveloped	Master Planned Community

Property Information:
☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ■ No Existing structures are over 50 years old at the time of application?
■ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
NA	Activity Center Relocation & Map 25 Realignment

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Todd Severson	7/22/25	Todd Severson	7/22/25

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

STL 290 MASTER PLAN – COMBINED NARRATIVE

CASES: PZ-25-00159-01 & PZ-25-00159-02

CONTACT: HTURBY@SYMMETRYCOMPANIES.COM

PUBLIC HEARING VERSION - FALL 2026



RI COVER SHEET

DEVELOPMENT TEAM

PROPERTY OWNER | STL405, LLC
C/O SYMMETRY COMPANIES
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

APPLICANT | SYMMETRY COMPANIES
HILLARY TURBY
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(512) 636-2117
HTURBY@SYMMETRYCOMPANIES.COM

DEVELOPER | SYMMETRY COMPANIES
PETER BURGER AND TODD SEVERSON
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

DEVELOPER | CAPSTONE HOMES
BRIAN RHOTON
3605 SOUTH FLAGSTAFF RANCH ROAD
FLAGSTAFF, ARIZONA 86005
(855) 928-1100
BRHOTON@CAPSTONEHOMESAZ.COM

LAND PLANNER | VITA
SCOTT PESSIN AND TODOR SPASOV
4307 N. CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA 85251
(602) 327-9995
TSPASOV@VITAINC.COM

LEGAL REPRESENTATIVE | GAMMAGE & BURNHAM
LINDSAY SCHUBE & SEAN KRIEG
40 NORTH CENTRAL AVENUE, 20TH FLOOR
PHOENIX, ARIZONA 85004
(602) 256-4471
LSCHUBE@GBLAW.COM

TRAFFIC ENGINEER | CIVTECH
DAWN CARTIER
10605 N. HAYDEN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85260
(480) 659-4250
DCARTIER@CIVTECH.COM

ENGINEER | WOOD PATEL
DAN CRONIN AND MIKE YOUNG
2501 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8550
DCRONIN@WOODPATEL.COM

LANDSCAPE ARCHITECT | GREEY PICKETT
WENDELL PICKETT
7144 EAST STETSON DRIVE, SUITE 205
SCOTTSDALE, ARIZONA 85251
(480) 609-0009
WPICKETT@GREEYPICKETT.COM

MARKET ANALYSIS | GRUEN GRUEN & ASSOCIATES
1160 MISSION ST, UNIT 2204
SAN FRANCISCO, CALIFORNIA 94103
(415) 433-7598
WWW.GGASSOC.COM

PROPERTY DATA

PROJECT NAME: STL 290 RI Missing Middle Rezone
CASE NUMBER: PZ-25-00159-01
SITE ADDRESS: 139.0 Acres of State Land Department Certificate #53-120834
SITE AREA (ACRES): 139.0
PROPOSED RESIDENTIAL UNITS & DENSITY: 315-721 Units - 443 Target (3.69 du/ac Overall Density)
PROPOSED BUILDING TYPES: Single-Family, Single-Family Attached, Duplex, Triplex, Townhomes, Condos
EXISTING ZONING CLASSIFICATION: Rural Residential - Resource Protection Overlay (RR-RPO)
PROPOSED ZONING CLASSIFICATION: Single Family Residential - Resource Protection Overlay (RI-RPO)
EXISTING REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood
PROPOSED REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood
PUBLIC HEARING VERSION - Fall 2026

SC/HC/MR COVER SHEET

DEVELOPMENT TEAM

PROPERTY OWNER | STL405, LLC
C/O SYMMETRY COMPANIES
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

APPLICANT | SYMMETRY COMPANIES
HILLARY TURBY
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(512) 636-2117
HTURBY@SYMMETRYCOMPANIES.COM

DEVELOPER | SYMMETRY COMPANIES
PETER BURGER AND TODD SEVERSON
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

DEVELOPER | CAPSTONE HOMES
BRIAN RHOTON
3605 SOUTH FLAGSTAFF RANCH ROAD
FLAGSTAFF, ARIZONA 86005
(855) 928-1100
BRHOTON@CAPSTONEHOMESAZ.COM

LAND PLANNER | VITA
SCOTT PESSIN AND TODOR SPASOV
4307 N. CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA 85251
(602) 327-9995
TSPASOV@VITAINC.COM

LEGAL REPRESENTATIVE | GAMMAGE & BURNHAM
LINDSAY SCHUBE & SEAN KRIEG
40 NORTH CENTRAL AVENUE, 20TH FLOOR
PHOENIX, ARIZONA 85004
(602) 256-4471
LSCHUBE@GBLAW.COM

TRAFFIC ENGINEER | CIVTECH
DAWN CARTIER
10605 N. HAYDEN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85260
(480) 659-4250
DCARTIER@CIVTECH.COM

ENGINEER | WOOD PATEL
DAN CRONIN AND MIKE YOUNG
2501 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8550
DCRONIN@WOODPATEL.COM

LANDSCAPE ARCHITECT | GREEY PICKETT
WENDELL PICKETT
7144 EAST STETSON DRIVE, SUITE 205
SCOTTSDALE, ARIZONA 85251
(480) 609-0009
WPICKETT@GREEYPICKETT.COM

MARKET ANALYSIS | GRUEN GRUEN & ASSOCIATES
1160 MISSION ST, UNIT 2204
SAN FRANCISCO, CALIFORNIA 94103
(415) 433-7598
WWW.GGASSOC.COM

PROPERTY DATA

PROJECT NAME: STL 290 SC/HC/MR- Commercial Rezone & Minor Regional Plan Amendment

CASE NUMBER: PZ-25-00159-01 & PZ-25-00159-02

SITE ADDRESS: 72.14 Acres of State Land Department Certificate #53-120834

SITE AREA (ACRES): 72.14

PROPOSED RESIDENTIAL UNITS/DENSITY/BUILDING TYPES/COMMERCIAL: 280-554 (316 target)/ Overall Density 7.75/ Condos and Garden Apartments on MR, Multi-Family, SFA, & Condos above Commercial Units on SC, 80,000 SqFt of Commercial

EXISTING ZONING CLASSIFICATION: Rural Residential - Resource Protection Overlay (RR-RPO)

PROPOSED ZONING CLASSIFICATION: Suburban Commercial (SC-RPO)/ Highway Commercial (HC-RP) & Medium Density Residential (MR-RPO)

EXISTING REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood with Activity Center (SI2) and (SI7)

PROPOSED REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood with a Relocation of (SI2), Removal of SI7 and use of existing JWP Suburban Corridor, and a Realignment of Map 25 (Road Network Illustration) creating a Suburban Corridor at the corner of JW Powell BLVD and the Ponavera Boulevard

PUBLIC HEARING VERSION - Fall 2026

TABLE OF CONTENTS

I. VISION & OBJECTIVE | 5

II. LOCATION & CONTEXT | 6

III. REGIONAL PLAN OVERVIEW | 7

A. 11-10.10.020.H Requirements | PAGE 11

IV. DEVELOPMENT PROPOSAL | 17

A. Land Use & Program | PAGE 17

B. Open Space & Civic Space | PAGE 25

C. Vehicular Access & Circulation | PAGE 30

D. Pedestrian & Bicycle Network | PAGE 30

E. Resource Protection Overlay | PAGE 33

F. Landscaping | PAGE 34

G. Architecture | PAGE 34

H. Outdoor Lighting | PAGE 40

I. Infrastructure | PAGE 41

J. Utilities | PAGE 42

K. Public Services | PAGE 42

L. Public Transit | PAGE 42

M. Wildfire Reduction & Forested Open Space Management | PAGE 45

N. Construction Logistics | PAGE 45

O. Phasing | PAGE 45

P. Workforce Housing Contribution | PAGE 48

Q. Sustainable Building Practices | PAGE 48

R. Project Benefit to Public & Community | PAGE 50

S. Findings For Zoning Map Amendment | PAGE 51

T. Conclusion | PAGE 53

Appendix A - Regional Plan Compliance | 54

Appendix B - Regional Plan Amendment Summary | 75

Appendix C - Legal Description | 79







I. VISION & OBJECTIVE

Symmetry Companies, in partnership with Capstone Homes, is advancing a unified vision for the State Trust Land 290 Master Plan, an environmentally forward, experience-driven community that builds upon the success of Pine Canyon and celebrates Flagstaff's natural beauty. The STL 290 Master Plan envisions an elevated lifestyle and mixed-use community that integrates diverse housing opportunities, visitor accommodations, neighborhood-scale commercial services, and extensive natural and recreational open spaces along the expanded John Wesley Powell Boulevard corridor.

Together, Symmetry and Capstone propose a master-planned development of approximately 290 acres of currently underutilized State Trust Land located within a future suburban activity zone along a major transportation corridor. The project will feature a network of interconnected neighborhoods and public spaces designed to foster a balanced relationship between people, the environment, and the economy. Land uses, including residential, lodging, commercial, and open space, are organized around an integrated open-space and trail framework that connects to the Arizona Trail and regional recreation system.

Scope of the Regional Plan Amendment

To implement this vision, four Minor Regional Plan Amendments are proposed in conjunction with two coordinated rezonings. The amendment includes:

- Relocation of Activity Center S12 to the lodge-based mixed-use core of STL 290, where multimodal access, topography,

and land use relationships best support a walkable Activity Center consistent with the Regional Plan.
- Refinements to Map 25 (Place Types & Corridors) to align the Regional Plan's depiction of corridors, place types, and development intensities with the circulation network and land use pattern established in the Specific Plan.
- Remove Activity Center S17 because the existing designation of J.W. Powell as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, the planned circulation framework centered on J.W. Powell Boulevard, and the planned commercial in DA20.

This description summarizes the amendment's scope; full details and policy analysis are provided in Section III and Appendix A, and B.

To implement the overall master plan, two rezonings are required.
- The first rezoning applies to Development Areas 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from Rural Residential (RR) to Single-Family Residential, Resource Protection Overlay (R1-RPO). These areas will accommodate between 315-721 (443 target) homesites, clustered to preserve topography, forest resources, and drainageways while maintaining neighborhood and open-space connections.
- The second rezoning applies to Development Areas 1, 5, 7, 8, 13, and 20—totaling approximately 72.14 acres—to be rezoned from RR to SC-RPO, HC-RPO, and MR-RPO. These areas will include up to 554 (316 target) residential units, an 80–200 key lodge, and over 80,000 square feet of commercial and retail space. The Minor Regional Plan Amendment aligns this mixed-use pattern with the relocated Activity Center S12 to create an accessible, compact, walkable destination consistent with the Regional Plan's Activity Center framework.

Collectively, the rezonings and Minor Regional Plan Amendment will enable the creation of a complete, mixed-use community that embodies the principles of sustainability, housing diversity, and walkability envisioned in the Regional Plan. The STL 290 Master Plan's balanced land use strategy ensures that residential, commercial, and recreational areas are tied together with a coherent network of roads, trails, and open spaces,supporting compact growth, resource conservation, and community character. Approval of these requests advances the City's long-term goals for housing choice, economic vitality, and environmental stewardship.

II. LOCATION & CONTEXT

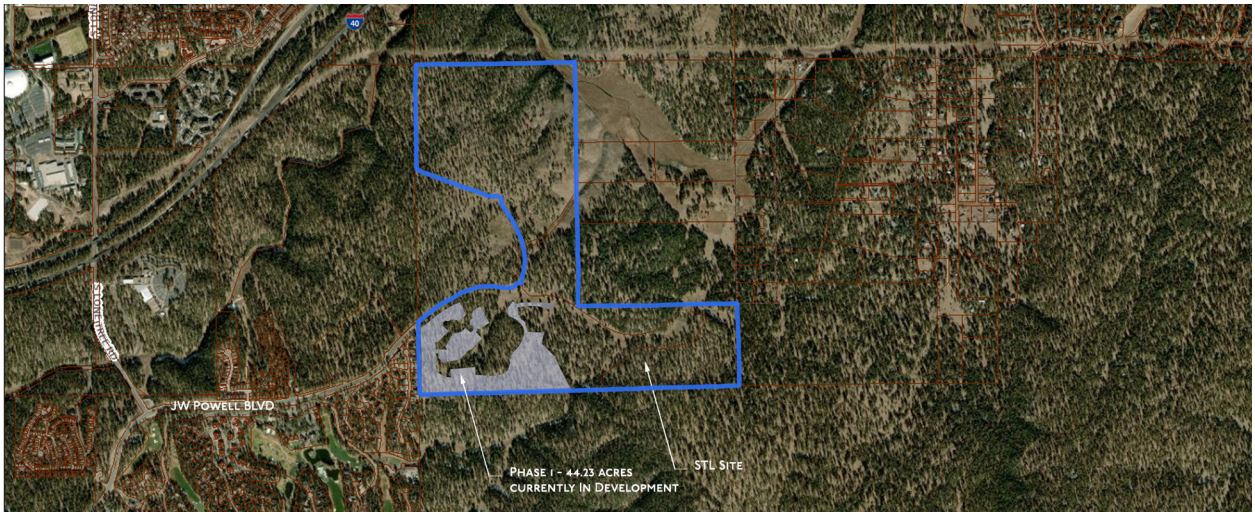
Symmetry Companies, in partnership with Capstone Homes, is the owner and co-developer of approximately 290 acres of State Trust Land, including 139 acres proposed for Single-Family Residential, Resource Protection Overlay (R1-RPO) and 72.14 acres proposed for Suburban Commercial, Highway Commercial, and Medium Density Residential Resource Protection Overlay (SC-RPO, HC-RPO, and MR-RPO). The property is generally located northeast of Pine Canyon Estates along the John Wesley Powell Boulevard alignment, south of Interstate 40 and east of the Lone Tree Road alignment, as shown on the accompanying Aerial Map and legally described in Appendix C – Legal Description.

The property lies entirely within the City of Flagstaff's 2030 Regional Plan Urban Growth Boundary, City limits, and the Flagstaff Metropolitan Planning Organization (FMPO) boundary. In general, the 290-acre site is surrounded to the north and east by vacant, undeveloped property zoned Estate Residential – Resource Protection Overlay (ER-RPO) and owned by Little America; to the northeast by the Rio de Flag wash corridor; to the south by the Coconino National Forest; to the southwest by the Pine Canyon Estates master-planned community zoned R1-RPO; and to the west by the Juniper Point community zoned RR-RPO. Moving further outward, to the north are the Little America Hotel (zoned Highway Commercial [HC]) and Interstate 40, and to the east is the Canyon del Rio development, planned for a mix of commercial, high-density, and single-family residential uses.

Internally, the R1 Development Areas are strategically positioned along the internal collector streets and primary circulation corridors to take advantage of multimodal access

and proximity to neighborhood amenities. These neighborhoods are intentionally clustered closest to the commercial and mixed-use areas to create energy, activity, and a consistent presence around the Activity Center (DA 5) and Commercial Village (DA 13), a design approach that directly supports the Regional Plan's guidance for creating vibrant, connected activity hubs.

Likewise, the SC, HC, and MR Development Areas, located along major transportation corridors such as John Wesley Powell Boulevard and Ponavera Boulevard, are oriented to capitalize on visibility, accessibility, and connectivity. This placement promotes a walkable, transit-ready, and economically resilient community, aligning higher-intensity uses with existing and planned infrastructure. Together, the coordinated land use framework reinforces a well-connected, efficient, and sustainable development pattern consistent with Flagstaff's regional goals for growth management, transportation efficiency, housing diversity, and sustainable land use.



AERIAL MAP

III. REGIONAL PLAN OVERVIEW

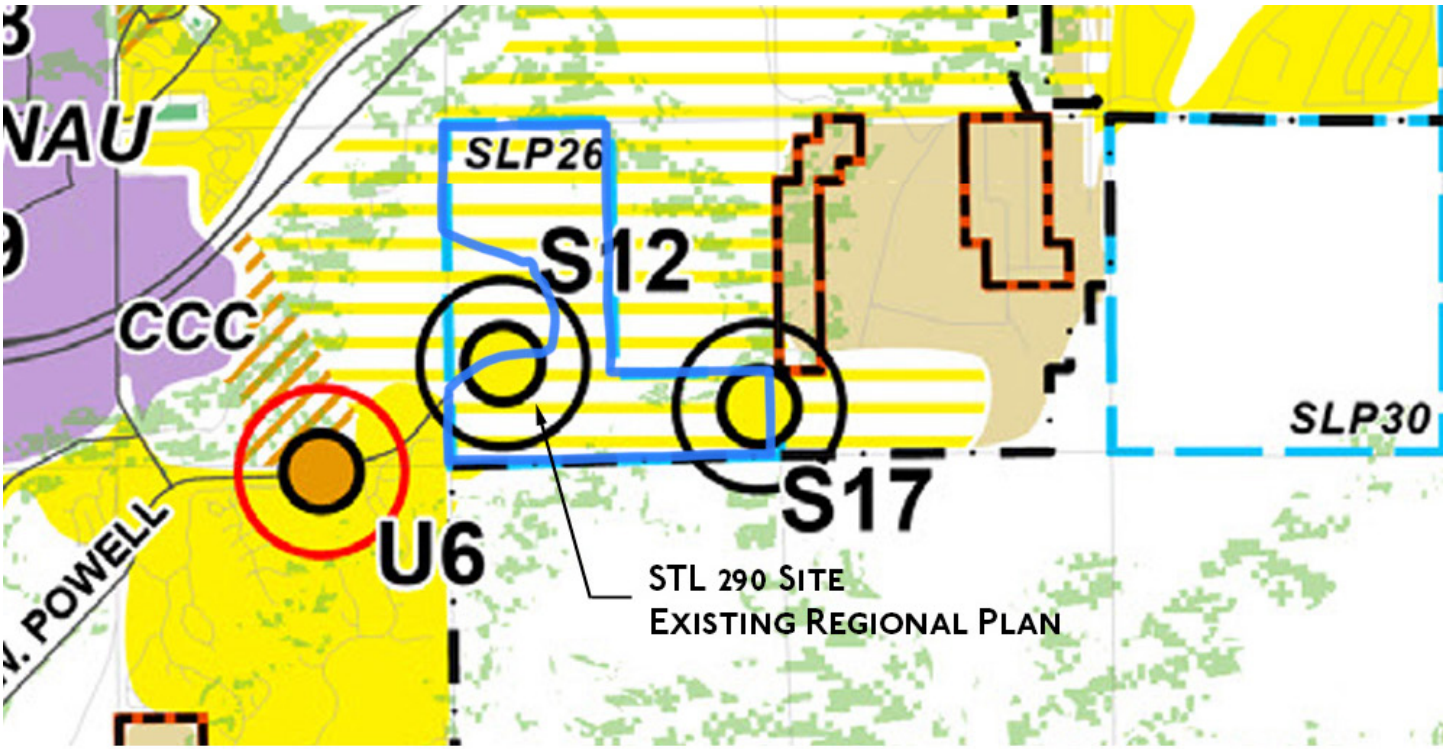
The Flagstaff Regional Plan 2030 establishes the community's long-term vision for what the region could and should be for future generations, providing a regional framework for preserving and enhancing the community's character and natural environment while accommodating appropriate growth and development.

The Property is located within the City's Urban Growth Boundary, City limits, and the Flagstaff Metropolitan Planning Organization (FMPO) boundary. The Regional Plan's Growth Illustration designates the site as Suburban – Neighborhood with two Suburban Activity Centers (S12 and S17), reflecting an expectation for increased intensity and mixed-use development in proximity to major corridors, including John Wesley Powell Boulevard and Ponavera Boulevard.

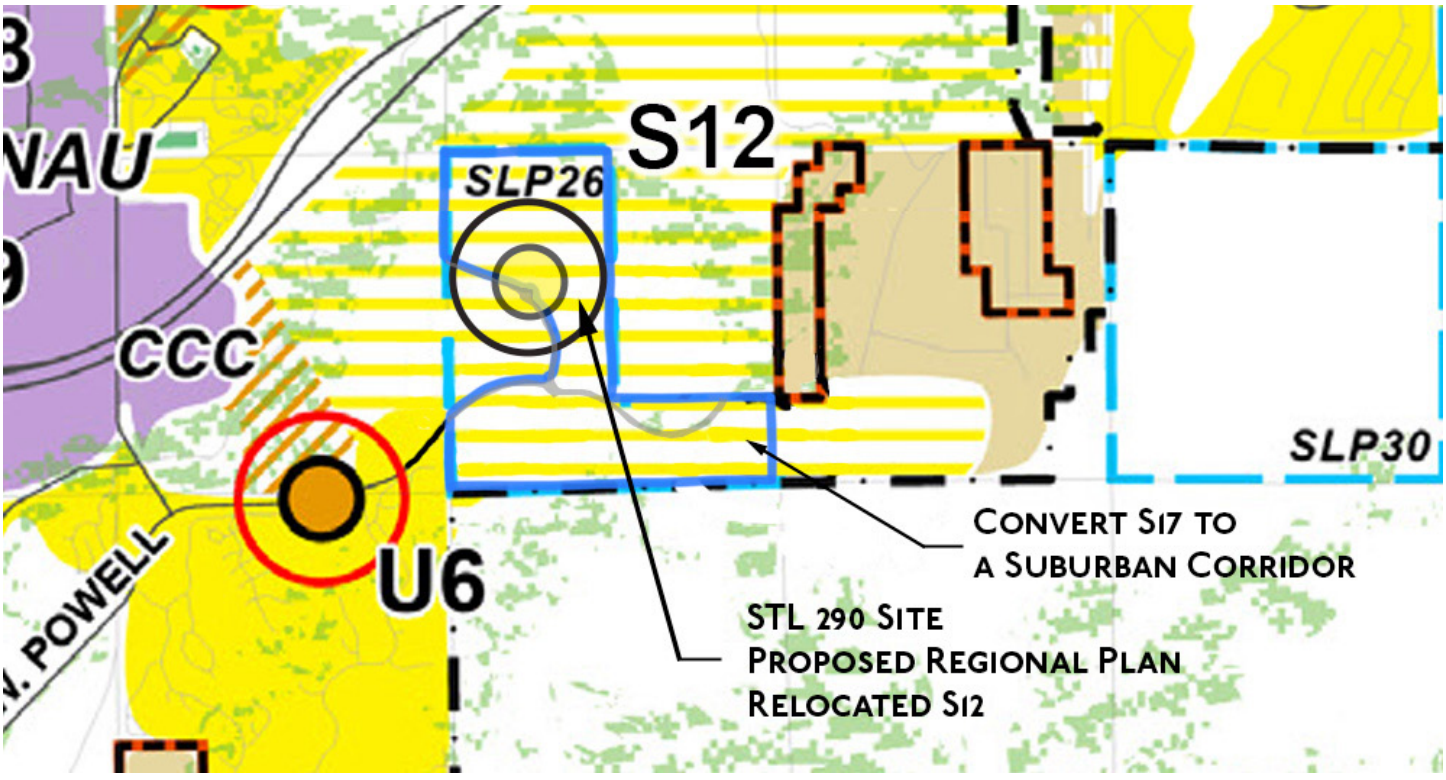
The STL 290 Master Plan implements this framework through a compact, connected land use pattern that integrates housing, lodging, commercial uses, and open space. The proposed development meets or exceeds Regional Plan density expectations, with higher-intensity uses located near corridors and activity areas, and lower-intensity residential neighborhoods transitioning into preserved open space. This approach supports walkability, reduces vehicle dependence, and promotes efficient use of infrastructure while maintaining the site's natural character.

A comprehensive analysis of Regional Plan goals and policies, included in Appendix A and B, demonstrates that the STL 290 Master Plan is consistent with the City's objectives related to housing diversity, economic development, land use efficiency, transportation, and environmental stewardship.

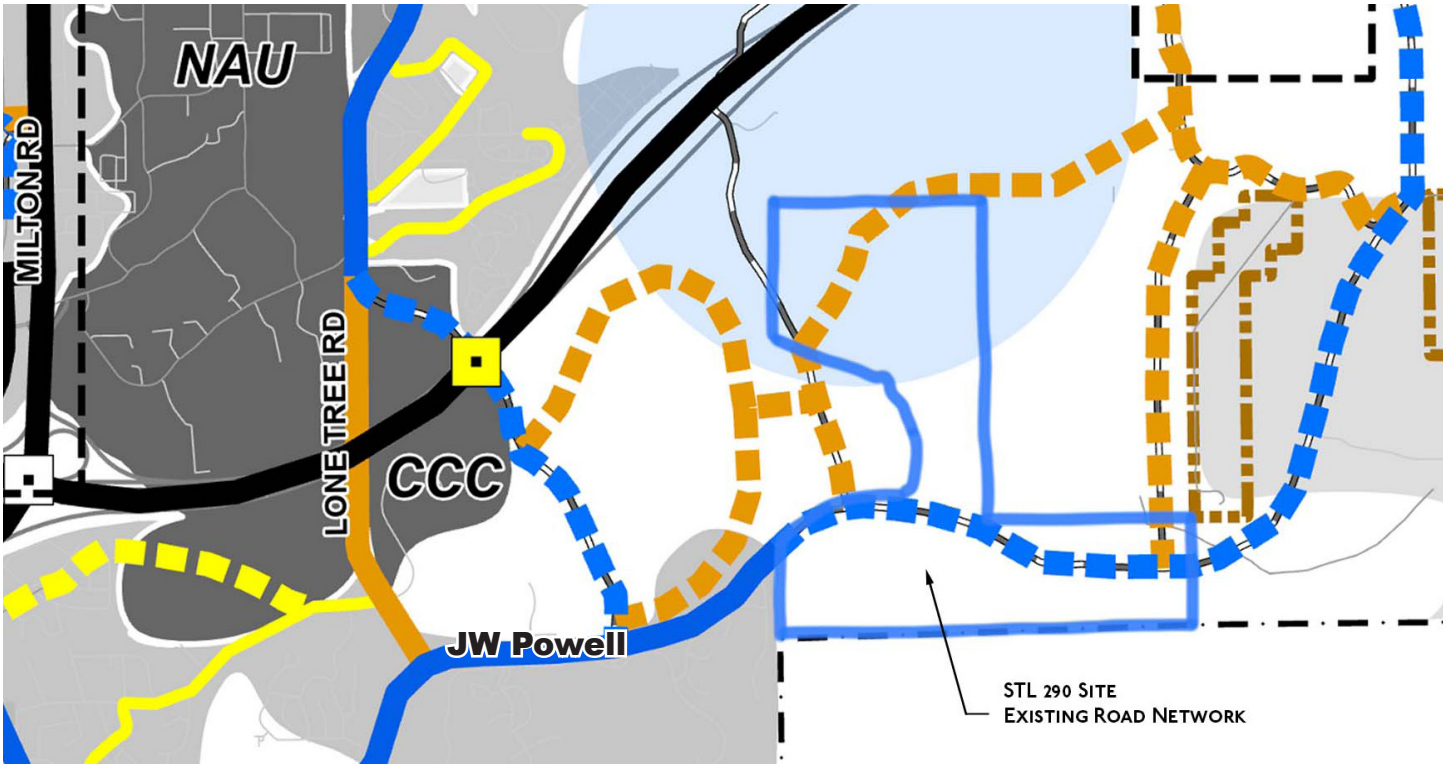
To fully implement this vision, Minor Regional Plan



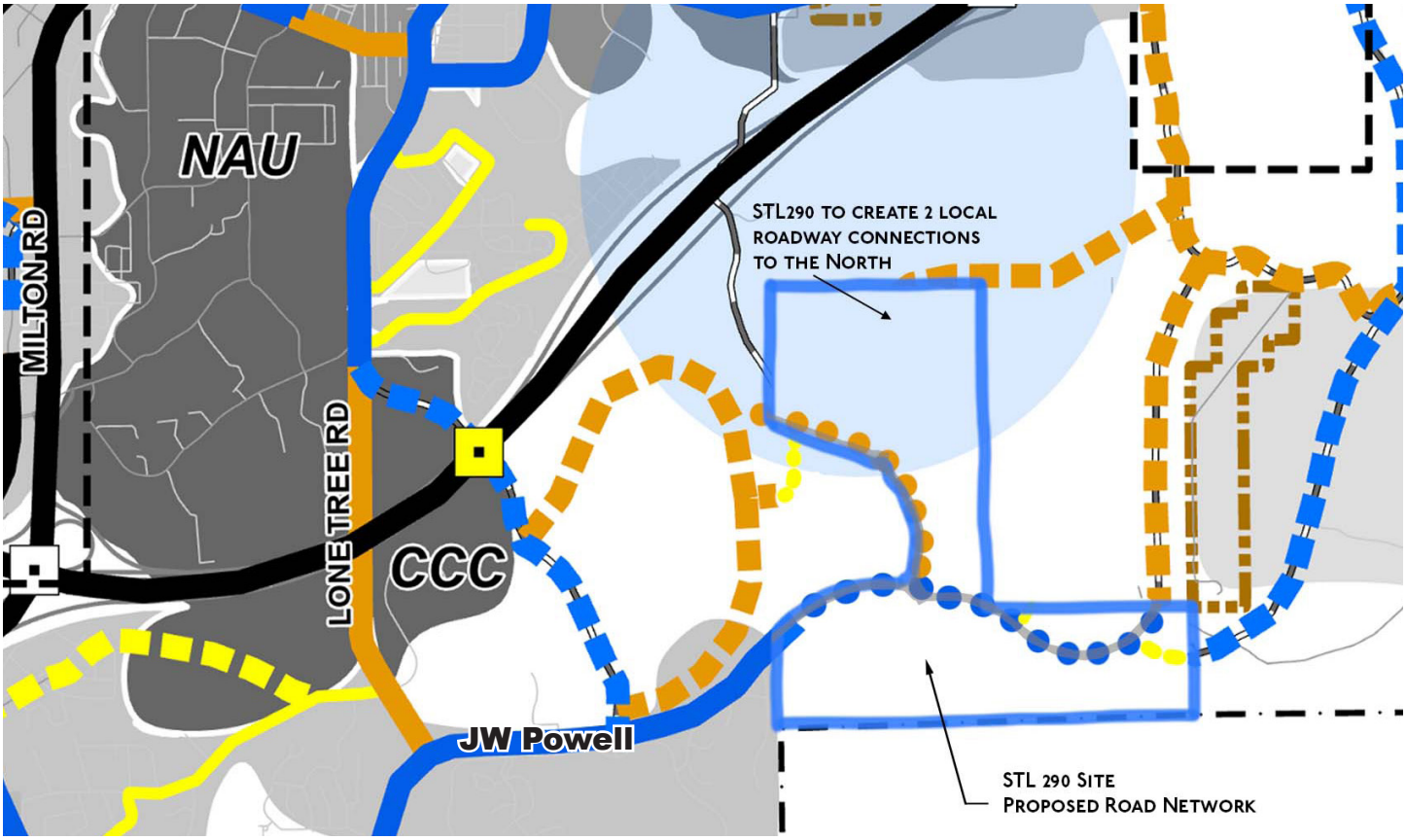
EXISTING REGIONAL PLAN MAP



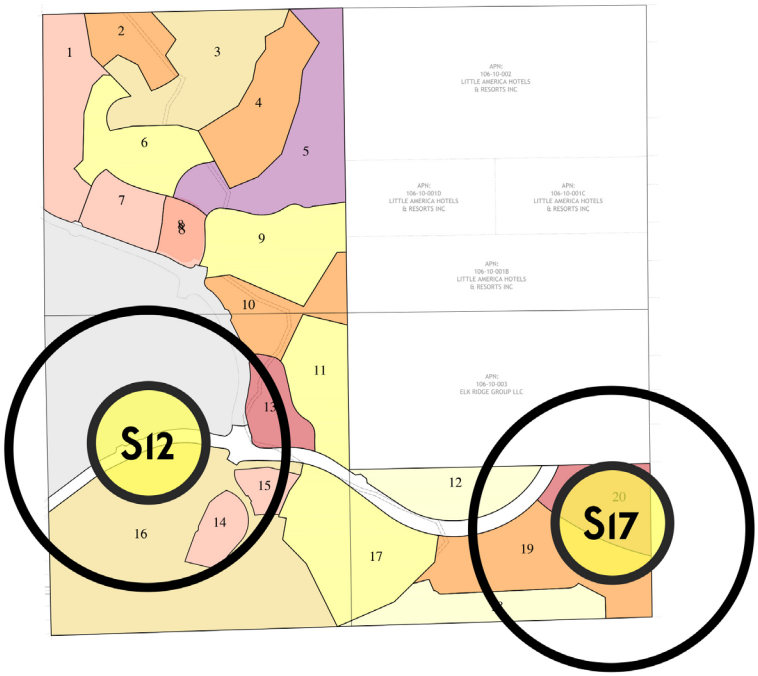
PROPOSED REGIONAL PLAN MAP



EXISTING ROAD NETWORK MAP

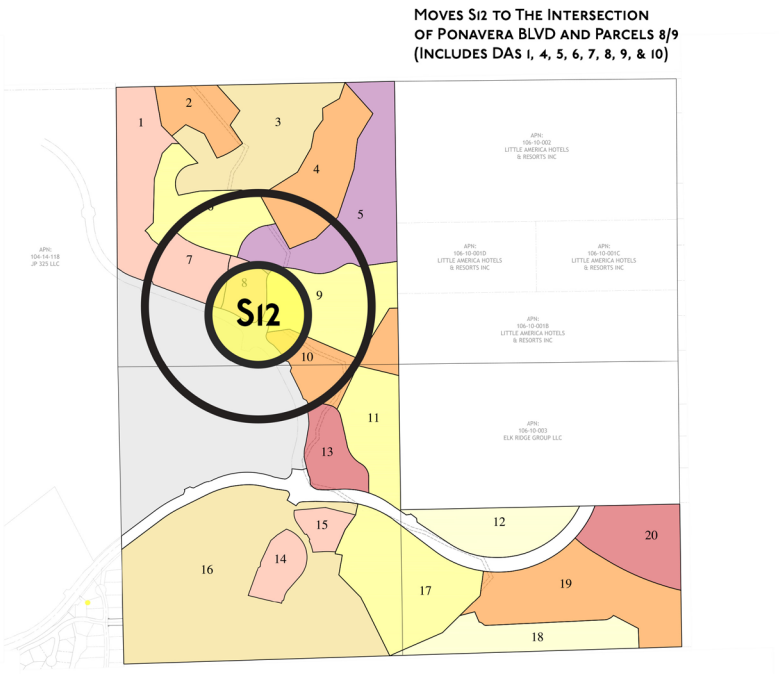


PROPOSED ROAD NETWORK MAP



STL 290 Site
Existing Activity Centers

EXISTING ACTIVITY CENTERS MAP



STL 290 Site
Proposed Activity Centers

PROPOSED ACTIVITY CENTERS MAP

*Colors shown on graphic above represent Land Use and not Zoning. Please see Land Use graphic or Illustrative graphic for all Land Use and Zoning classifications.

Amendments are being processed concurrently with the rezoning. These amendments include:

- Relocate Suburban Activity Center S12 to approximately 23.4 acres (Development Area 5) in the northeast portion of the site;
- Amend Map 25 – Road Network Illustration to reflect the planned Suburban Corridor and establish a Commercial Village at the intersection of John Wesley Powell Boulevard and Ponavera Boulevard; and
- Remove Activity Center S17 because the existing designation of JWP as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, and the planned circulation framework centered on J.W. Powell Boulevard.

The resulting development pattern emphasizes graduated intensity, multimodal connectivity, and the integration of natural systems as organizing elements. Development is clustered to preserve forest resources, drainageways, and wildlife corridors, while a connected network of parks, trails, and designated open space reinforces both ecological function and community identity.

Through these coordinated rezonings and Regional Plan amendments, the STL 290 Master Plan demonstrates clear conformance with the Regional Plan 2030. The project advances the City's goals for compact growth, environmental stewardship, housing diversity, tourism, and economic vitality, ensuring that the site contributes meaningfully to Flagstaff's long-term vision for a connected, sustainable, and resilient community.

A. 11-10.10.020.H Requirements

i. Executive Summary

The proposed Minor Regional Plan Amendment relocates Activity Center S12 to be situated at the intersection of Ponavera BLVD and DAs 8/9. The amendment also updates Map 25 to reflect this adjustment, ensuring consistency between the Regional Plan's Activity Center framework and STL 290's thoughtfully designed development pattern. This relocation optimizes land use, protects valuable natural resources, and avoids inefficient or incompatible development.

The STL 290 Master Plan advances the goals of the Flagstaff Regional Plan by integrating a lodge and visitor-serving amenities as a central feature of the community. Locating the Suburban Activity Center at this focal point strengthens the role of hospitality and recreation as anchors for a compact, walkable, and balanced mix of uses. The lodging component will be strategically adjacent to the residential and commercial districts of the plan and will be linked through an interconnected network of roads, sidewalks, and trails, creating a seamless relationship between living, working, shopping, and visitor experiences.

The Activity Center will be designed to provide lodging, dining, retail, and event amenities that support both residents and visitors, while enhancing access to surrounding recreational assets. By directly connecting to trail systems, open spaces, and the Arizona Trail, the relocated Activity Center will serve as a true gateway for tourism and outdoor recreation. It will also contribute to the community's economic vitality by linking hospitality, recreation, and residential components within a cohesive and sustainable development pattern.

This relocation optimizes land use, protects valuable natural resources, and avoids inefficient or incompatible development.

The amendment also removes Activity Center S17 as the Suburban Corridor created by the J.W. Powell better aligns with site constraints and the planned circulation framework, while maintaining the overall land use structure envisioned by the Regional Plan.

ii. Site Analysis

An analysis of the site has been conducted to evaluate its physical characteristics, the surrounding land uses within 1,000 feet of the subject property, and the existing character of the broader area. This analysis has been included as a part of Section II – Site Analysis.

iii. Land Use Analysis

The amendments are necessary to ensure that the development pattern reflects the optimal use of land and resources while supporting long-term community and regional planning goals. By moving S12 to its proposed location and situating the lodge within walking distance of the commercial village and near major trails and transportation connections, the STL 290 strengthens the role of this area as a vibrant, multi-functional Activity Center, attracting both residents and visitors. This integration of tourism-oriented infrastructure fulfills the Regional Plan's call for specialized visitor services. It supports Flagstaff's broader economic development goals, particularly in eco-tourism, heritage tourism, and outdoor recreation. The lodge acts as both an economic driver and a community asset, enhancing the experience of STL 290 while reinforcing its regional significance

Placing the Commercial Village within the STL 290 development, along a designated Suburban Corridor, directly supports the vision and policies outlined in the Flagstaff Regional Plan. Suburban Corridors are intended to accommodate higher volumes of both people and vehicles, while supporting mixed-use, higher-intensity development in a form that remains pedestrian- and bicycle-friendly. These corridors are strategically identified to facilitate efficient growth, connectivity, and economic development in key areas of the city.

Locating the Commercial Village along the realigned J.W. Powell Suburban Corridor leverages this framework by placing shops, services, and small-scale employment uses along a transportation spine that is designed to handle increased activity and mobility. The corridor's design, featuring wider roadways, safe pedestrian crossings, and connections to a network of trails and local streets, ensures that the Commercial Village is not only accessible by car, but also by foot, bike, and potentially transit in the future. This aligns with the Regional Plan's focus on multimodal access and safety, even in more auto-oriented areas of the city.

Moreover, this location supports the goals of compact development and place-making by creating a vibrant community hub that serves both residents of STL 290 and the surrounding neighborhoods. With approximately 316 targeted MR housing units planned nearby (within Development Areas 1, 7, 8, and 13), many future residents will have the opportunity to live within walking distance of everyday services, retail, dining, and job opportunities, fulfilling the Plan's vision for walkable, mixed-use Suburban Corridors that support a jobs–housing balance and reduce vehicle miles traveled.

This corridor-based configuration is further reinforced by the removal of Activity Center S17, as the JWP Suburban Corridor created by the J.W. Powell supports a more distributed and context-sensitive pattern of development, and the planned commercial in DA20.

iv. Policy Assessment

The City requests that applicants identify which Regional Plan policies are supported by the proposal and which applicable policies cannot be met. The STL 290 Master Plan strives to meet the Regional Plan's goals to the greatest extent feasible while balancing environmental constraints, topography, infrastructure realities, and community character.

Many Regional Plan goals, particularly those related to water conservation, environmental stewardship, energy efficiency, Activity Centers, and multimodal transportation, are strongly supported.

As with all projects, some policies cannot be met due to topography, forest preservation, or the lodge-based design structure. STL 290, importantly, meets and emphasizes city policies that achieve intended Regional Plan outcomes through a site-appropriate urban form.

This section identifies:

1. Supported Regional Plan policies, and
2. Applicable policies that cannot be met because of the site-specific Activity Center configuration.

Supported Policies

The rezoning requests strongly support numerous Regional Plan policies, including (but not limited to):

Water Conservation & Natural Resources

- Policy WR.3.6 – Use reclaimed water for large turf and irrigated areas.

STL 290 will irrigate parks, common areas, and landscape tracts using reclaimed water, directly advancing efficient water use. A new reclaimed agreement will be needed for the STL 290 property.

- Policy E&C.2 – Preserve natural systems and ecological processes.

Clustered development, open-space corridors, and drainage preservation uphold the natural hydrologic and ecological framework of the site.

- Goal E&C.9 & Policy E&C.9.2 – Protect soils by minimizing disturbance and erosion.

Compact development footprints, aligned roadways, and low-impact trail design reduce compaction, preserve natural drainage, and limit soil disturbance.

Energy Efficiency & Sustainability

- Goal E.1 & Policy E.1.4 – Encourage cost-effective energy efficiency in buildings.

All buildings must meet current code-based energy performance, with opportunities for high-efficiency HVAC, improved envelopes, and weatherization.

- Goal E.2 & Policies E.2.1 and E.2.4 – Support renewable energy and solar readiness.

Buildings are solar-ready, allowing future integration of rooftop PV and other small-scale renewable systems.

- Policy E.1.6 – Promote land use patterns that increase energy efficiency.

The compact, walkable land use pattern reduces vehicle miles traveled and supports multimodal travel.

Environmental & Community Character

- Policy CC.2.3 – Mitigate development impacts on heritage resources.

Procedures consistent with State Land Department requirements ensure that any discovered cultural resources are protected.

- Policy CC.4.4 – Design streets to balance vehicle needs with pedestrian scale and environmental context.

Streets incorporate landscaped parkways, sidewalks, and trail connections that enhance human-scale design and maintain forest character.

Activity Centers

- Policy LU.13.1 – Foster compact, walkable Activity Centers.

The relocated S12 Activity Center is anchored by the lodge and commercial village, offering concentrated, walkable amenities.

- Policy LU.13.3 – Establish pedestrian-oriented Activity Centers.

Continuous pathways, shaded sidewalks, and trail links reinforce pedestrian priority.

- Policy LU.3.1 – Use activity centers and corridors as the structural framework.

The reorganized Activity Center and Suburban Corridor framework, supported by Ponavera Boulevard and J.W. Powell Boulevard, creates a clear land use structure that responds to site conditions.

- Policy LU.5.6 – Distribute density based on access and natural constraints.

Higher-density housing is placed along multimodal corridors, while lower-intensity clusters protect slopes, drainageways, and forests.

Transportation

- Policy T.1.2 – Apply Complete Streets principles.

The plan includes sidewalks, bike lanes, shared-use paths, and traffic-calmed streets.

- Policy T.1.5 – Manage multimodal circulation efficiently and safely.

Pedestrian and bicycle crossings, trail linkages, and clear street design enhance safety across modes.

- Policy T.3.3 – Coordinate transportation with land use patterns.

The Activity Center is not aligned, but it is within 1/4 mile of the Ponavera Boulevard and the JWP corridor for multimodal access.

- Policy T.5.1–5.4 – Expand and improve pedestrian infrastructure.

A robust, connected trail and sidewalk system links all neighborhoods to parks and mixed-use areas.

- Policy T.6.2 – Create a connected bikeway network.

The system integrates with FUTS, neighborhood trails, and the realigned Arizona Trail.

Applicable Policies That Cannot Be Met Due to Activity Center Reconfiguration

The policies listed below are applicable to the site but cannot be met due to topography, forest preservation, drainage constraints, or the lodge-based Activity Center form.

- LU.18.6, LU.18.8, LU.18.10, LU.18.17 – Policies assuming

centralized commercial intensity and a symmetrical Activity Center form

These policies encourage increased residential density within the Activity Center and pedestrian shed and increasing variety and intensity of uses as corridors approach Activity Centers. The STL 290 Activity Center does not fully achieve this conventional intensity pattern. S12 is anchored by a destination lodge and associated visitor-serving uses, while higher-density residential and mixed-use development is located elsewhere within the pedestrian shed and along the surrounding corridor network. This configuration responds to the site's topography, forest resources, drainageways, and the intended lodge setting.

Although these policies are not fully met, the proposed development advances other applicable Regional Plan policies, including LU.18.1 and LU.18.9, which call for Activity Centers to respond to their context and scale; LU.18.2, which supports distinctive identities derived from environmental features, mixed uses, parks and public spaces; LU.18.5, which supports multimodal Activity Centers; and LU.18.15, which specifically recognizes terrain and other physical constraints in establishing pedestrian sheds. The proposal is also consistent with LU.3.3, LU.5.4, LU.13.9, LU.13.10, and LU.13.11, which support resource protection, clustered development, trail connectivity, wildlife corridors, and preservation of open space

Conclusion

The STL 290 Master Plan supports a comprehensive and interconnected set of Regional Plan goals and policies addressing land use, water conservation, environmental stewardship, energy efficiency, activity centers, community character, housing, open space, and multimodal transportation. While certain policies cannot be fully achieved due to the site's topography, natural resource constraints, and lodge-based Activity Center configuration, the overall development pattern strongly advances the broader goals and policy direction of the Regional Plan. The Master Plan represents a context-sensitive approach to growth that balances development with resource protection, infrastructure efficiency, connectivity, and preservation of the natural character that defines the site.

v. Cumulative Impact – Future Growth Illustration

The STL 290 will reinforce the Activity Center framework, introduce complementary Suburban Corridors, and expand suburban-urban place types in a way that is consistent with the City's Future Growth Illustration. It does this in five (5) succinct ways:

1. Activity Center Strengthening - The STL 290 builds upon the City's vision of compact, mixed-use Activity Centers as shown in the Future Growth Illustration. It creates a vibrant focal point south of the City with a commercial village, lodging, and public amenities, while introducing a complementary Suburban Corridor that distributes activity and connectivity in a manner consistent with the Regional Plan.
2. Urban/Suburban Context Expansion - The project adds new suburban-urban neighborhoods in an area identified for growth. This expands the urban service boundary in a planned, contiguous manner, avoiding leapfrog development and maintaining alignment with the City's long-term growth strategy.
3. Diverse Housing and Employment Mix - The STL 290 incorporates a variety of housing types (single-family, townhomes, multifamily, etc.) and a commercial village with employment opportunities. This helps balance housing supply and job distribution, reducing commuting distances and supporting the City's goal for jobs-housing balance.
4. Open Space and Natural Resource Integration - Open space corridors and East Park protect natural drainage ways and trail networks, consistent with the Future Growth Illustration's emphasis on green infrastructure. This will help to limit environmental fragmentation as growth occurs.
5. Transportation and Connectivity - Multimodal transportation links (trail systems, pedestrian connections, and proximity to major corridors) tie the STL 290 into the City's larger mobility network. The incorporation of a Suburban Corridor along J.W. Powell Boulevard, reflecting the removal of S17, supports a linear pattern of connectivity and regional access. As a result, this will strengthen connectivity between neighborhoods, commercial areas, and regional destinations.

By providing a balanced mix of uses, protecting open spaces, and connecting to the multimodal network, the project supports sustainable, compact growth rather than sprawling patterns. The cumulative effect is to distribute growth more evenly across the City, reducing strain on existing infrastructure while meeting long-term housing, employment, and service needs.

vi. Cumulative Impact – Land Supply

The STL 290 property is currently zoned entirely Rural Residential (RR). The Specific Plan and coordinated rezonings establish the long-term zoning framework for the site by converting portions of the property to residential and mixed-use districts while intentionally retaining approximately 47.31 acres as RR to preserve significant natural resources, forest structure, slopes, drainageways, and regional trail corridors, consistent with the Specific Plan and the Regional Plan.

Change in Acres and Land Use Categories

Within the 290-acre planning area, the cumulative zoning adjustments consist of:

- Approximately 211 acres rezoned from RR to R1-RPO, MR-RPO, SC-RPO, and HC-RPO to implement the land use pattern envisioned in the Specific Plan.
- 47.31 acres retained as RR, forming the foundational open-space network and preserving sensitive natural systems.

This distribution results in a balanced and policy-responsive land use structure in which development is concentrated in appropriate areas, such as the Activity Center and Missing Middle neighborhoods, while the most environmentally sensitive areas remain protected.

Consistency with the Regional Plan

The cumulative impacts of the zoning changes advance multiple Regional Plan goals and policies by:

- Aligning zoning with the Future Growth Illustration, which identifies this area for suburban development, mixed-use patterns, and an Activity Center.
- Supporting LU.1, LU.2, and LU.3 by transitioning from existing low-density zoning to a mix of housing types, commercial uses, and compact development anchored by a Suburban Activity Center and a supporting Suburban Corridor network.
- Advancing sustainability and resource protection goals (E&C, WR, OS) through the retention of 47.31 acres of RR, designated open space that helps to protect forested areas, wildlife connectivity, drainageways, and scenic corridors.
- Addressing housing and employment objectives (LU.6, NH.1, ED.1) by enabling a broader mix of residential densities, lodging, and small-scale commercial uses not permitted under RR zoning.

Citywide Impact

Although the rezoning reduces the amount of RR land within STL 290, the effect is minimal at the citywide scale, as Flagstaff retains significant RR inventory elsewhere. More importantly, the RR acreage being converted sits within a designated growth area, and the rezoning creates a more appropriate and sustainable land use pattern that, including the transition of S17 from an Activity Center to a Suburban Corridor, better reflects the site's physical constraints and planned circulation framework:

- Places development near planned infrastructure (John Wesley Powell Boulevard Extension, Ponavera Boulevard);
- Concentrates higher-density housing and commercial activity within walking distance of mixed-use amenities; and
- Preserves natural open space where it has the greatest ecological and visual value.

Conclusion

The cumulative zoning changes within STL 290 establish a long-term land use structure that is more consistent with the Regional Plan's intended land use and corridor framework than maintaining the current RR designation across the entire site. By converting approximately 211 acres to residential and mixed-use districts and preserving 47.31 acres as RR, the plan achieves the intended balance of compact development, environmental stewardship, transportation efficiency, and community character central to the Regional Plan's vision.

vii. Transportation Impacts

The STL 290 is strategically located along arterial and collector roads, providing strong regional connectivity. The plan includes a connected network of sidewalks, trails, and bike lanes that link neighborhoods to the commercial village, East Park, and regional trail systems. Though the STL 290 development will increase local traffic volumes (as none exist today), its mixed-use design, multimodal connectivity, and planned infrastructure upgrades will mitigate impacts. It strengthens regional connectivity, supports future transit, and contributes to a balanced citywide traffic distribution.

viii. Impacts on Housing

The STL 290 development will significantly enhance the City's housing supply by introducing a variety of housing types and densities that address current and future community needs. The plan includes everything from

single-family homes, to townhomes, and multifamily options, providing opportunities for a wide range of income levels and household sizes. By diversifying the housing stock, STL 290 helps improve affordability and accessibility, while its location within a designated growth area ensures efficient use of existing infrastructure and services. Additionally, the mixed-use design integrates housing with employment, commercial services, and public amenities, reducing commute times and supporting a more balanced jobs-housing ratio in Flagstaff.

ix. Impacts on Implementation of the General Plan

The STL 290 development advances the implementation of the General Plan's goals and policies by directing growth to a designated activity center and providing a balanced mix of housing, employment, commercial services, and public amenities. Its compact, mixed-use design supports key objectives related to sustainability, multimodal connectivity, and efficient use of infrastructure. The project aligns with policies encouraging diverse housing options, integrated open space networks, and economic development within identified growth areas. By preserving natural resources, enhancing transportation linkages, and fostering a vibrant, walkable community, STL 290 strengthens the City's long-term vision for balanced growth and reduces development pressure on more environmentally sensitive or remote areas.

IV. DEVELOPMENT PLAN PROPOSAL

A. Land Use Plan & Program

The STL 290 Master Plan is envisioned as a mixed-use, master-planned community that integrates a variety of missing middle housing types, a vibrant commercial core, and a lodging component designed to create an active, experience-based environment along the John Wesley Powell Boulevard corridor. The plan prioritizes walkability and multimodal transportation, supported by an interconnected system of parks, trails, and open spaces that link residential neighborhoods, commercial areas, and regional destinations such as the Arizona Trail.

The community design responds to Flagstaff's natural terrain, forested landscape, and ecological context, incorporating sustainable development practices that preserve open space, reduce environmental impacts, and promote long-term community resilience.

The companion STL 290 Specific Plan outlines the permitted land uses within the overall 290-acre site and divides it into twenty (20) Development Areas, as shown on the Development Area Map within the Specific Plan. The Specific Plan also defines the intended and permitted land uses, density ranges, and resource protection requirements for the development.

The requested rezones drill further into the Specific Plan framework to identify and request individual zoning designations for each Development Area, establishing the regulatory foundation for subsequent pre-platting and site planning. The accompanying STL 290 Zoning Maps identify all requested zoning changes associated with this application.

The current Rural Residential (RR) zoning across the site allows up to one dwelling unit per acre. The coordinated rezoning is necessary to implement the land use framework established by the STL 290 Master Plan and the Specific Plan, enabling the residential, commercial, and lodging components envisioned for the property in a manner consistent with the Regional Plan.

Within the requested rezoning area, the R1-RPO Development Areas have conceptually been designed to accommodate between 315-721 dwelling units under the current zoning code requirements. These neighborhoods represent the community's missing middle housing component, providing attainable, context-sensitive homes that complement the adjacent commercial and lodging areas while maintaining connectivity through shared parks and trail corridors.

The SC/HC/MR Development Areas have conceptually been designed to include between 280-554 dwelling units (under the current zoning code), 80,000 square feet of commercial and retail space, and an 80-200 key lodging facility. These areas will serve as the commercial village and tourism gateway of the community, providing services, jobs, and visitor accommodations in a walkable setting that strengthens the economic and social vitality of the broader master plan.

Together, these rezonings implement the STL 290 Master Plan's balanced land use framework, ensuring that future development proceeds in an organized, sustainable, and integrated manner consistent with the City of Flagstaff's Regional Plan 2030 and Resource Protection Overlay standards.

The envisioned uses and conceptual unit counts for each rezoning Development Area are as follows (note that unit counts are approximate and are subject to change based on site planning and final engineering, each Development Area is subject to the density ranges stated in the Specific Plan):

Development Area 1. Development Area 1 comprises approximately 15.58 total acres (11.41 developable acres) and is planned to include between 137-160 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Single family is not allowed within this development area. Approximately 4.17 acres of Open Space are planned for this development area. This clustered development is located in the northwest corner of the site, adjacent to a major transportation corridor. Residents will benefit from convenient access to North Park, Central Park, and multiple trail connections, including the Arizona Trail, maximizing connectivity for the greatest number of people.

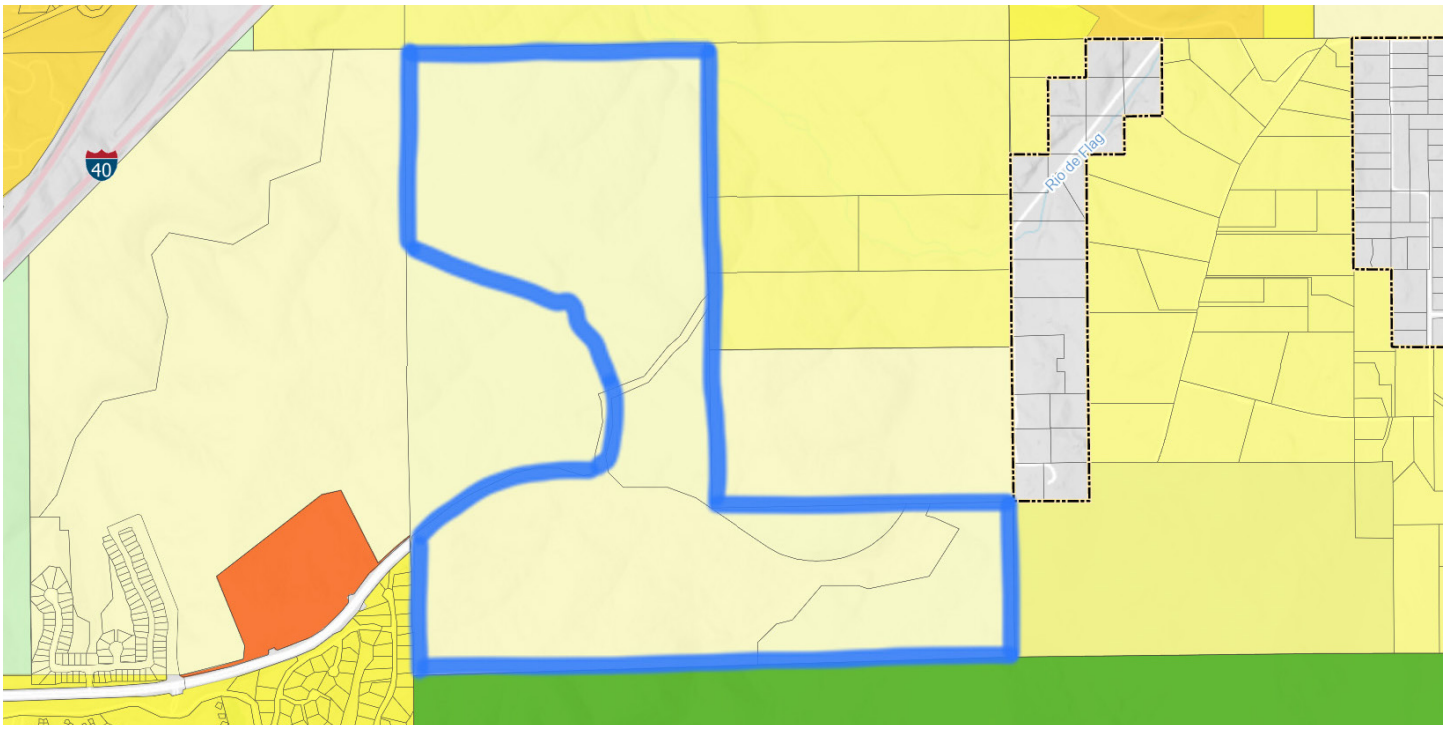
Development Area 2. Development Area 2 comprises approximately 7.9 acres of land (5.34 developable). It is anticipated to be developed with between 21-32 Missing Middle Type 2 units (including, but not limited to duplex, triplex, fourplex, townhome, or condo product types), abutting powerlines to the north. Approximately 2.55 acres of Open Space are planned for this development area. Residents will benefit from convenient access to several trail connections, including the Arizona Trail.

Development Area 4. Development Area 4 comprises approximately 16.14 acres of land (10.84 developable) and is anticipated to be developed with between 41-61 Missing Middle Type 2 units adjacent to the planned activity center. Approximately 5.93 acres of Open Space are planned for this development area. Residents will have direct access to Central Park, a planned water feature, and several trail connections, including the Arizona Trail.

Development Area 5 (Activity Center). Development Area 5 comprises approximately 23.69 acres of land (17.09 developable with 6.6 acres of Open Space). This site will feature a 80-200-key travel lodge (main lodge plus casitas) and complementary commercial uses. Visitors will benefit from convenient access to the Commercial Village, major transportation corridors, parks, and trails. Parking for the lodge is planned to be incorporated into the main structure of the building, working with the slopes of the natural terrain.

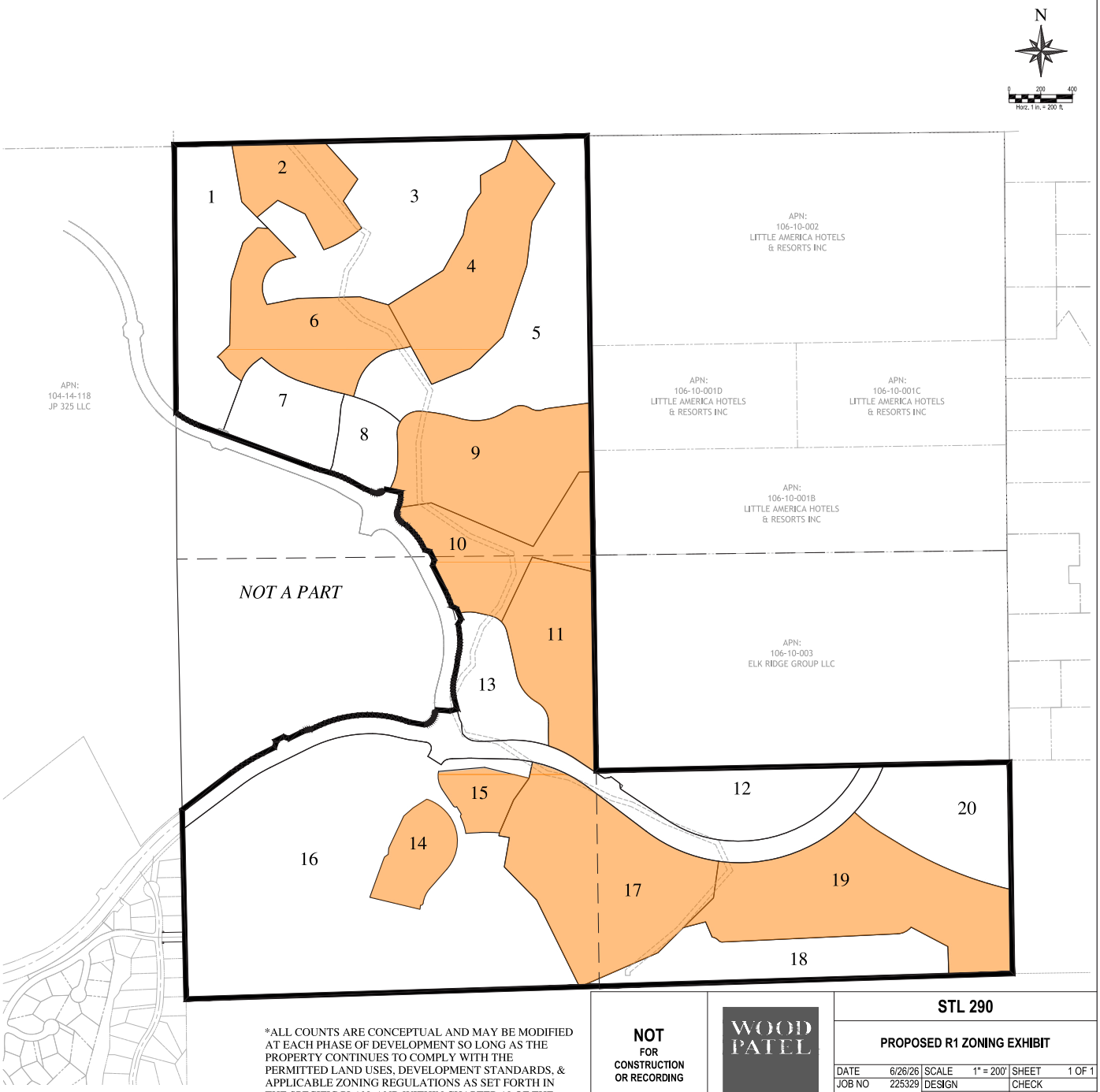
Development Area 6. Development Area 6 comprises approximately 14.06 acres of land (10.84 developable) and is anticipated to be developed with between 43-65 Missing Middle Type 1 units (including single family, duplex, triplex, or townhome product types). Approximately 3.22 acres of Open Space are planned for this development area.

Development Area 7. Development Area 7 comprises approximately 7.76 acres of land and is anticipated to be developed with



CURRENT ZONING MAP

STL 290 Proposed Zoning		
Proposed Zoning Category	Acreage	Development Areas
R1-RPO	139.01	2,4,6,9,10,11,14,15,17,19



*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT
FOR
CONSTRUCTION
OR RECORDING

WOOD PATEL

STL 290

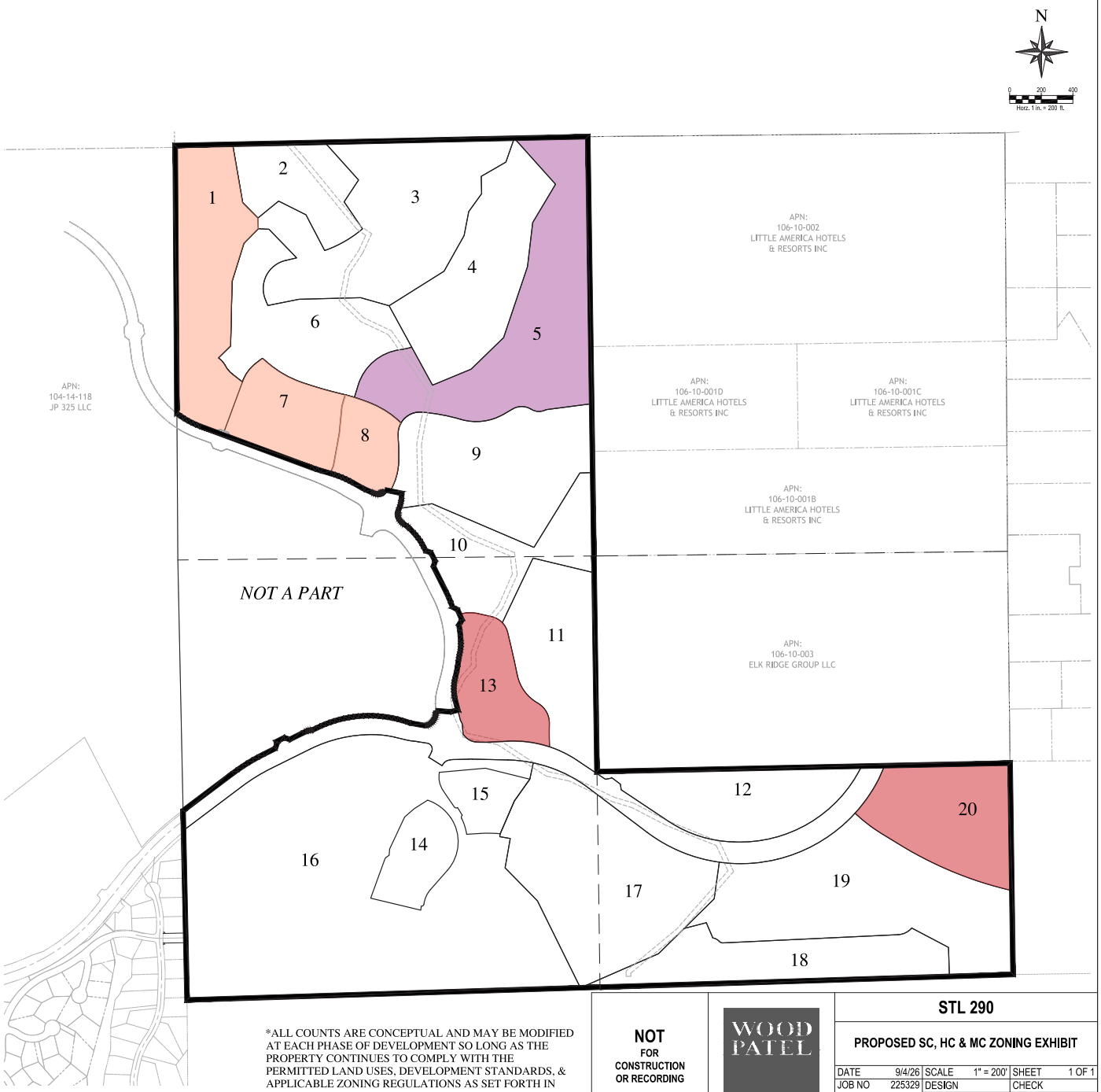
PROPOSED R1 ZONING EXHIBIT

DATE	6/26/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

STL 290 R1 ZONING MAP

STL 290 Proposed Zoning		
Proposed Zoning Category	Acreage	Development Areas
SC-RPO	20.49	13, 20
HC-RPO	23.69	5
MR-RPO	27.90	1, 7, 8
Total	72.07	



*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

STL 290

PROPOSED SC, HC & MC ZONING EXHIBIT

DATE	9/4/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

STL 290 SC/HC/MR ZONING MAP

STL 290 Development Areas

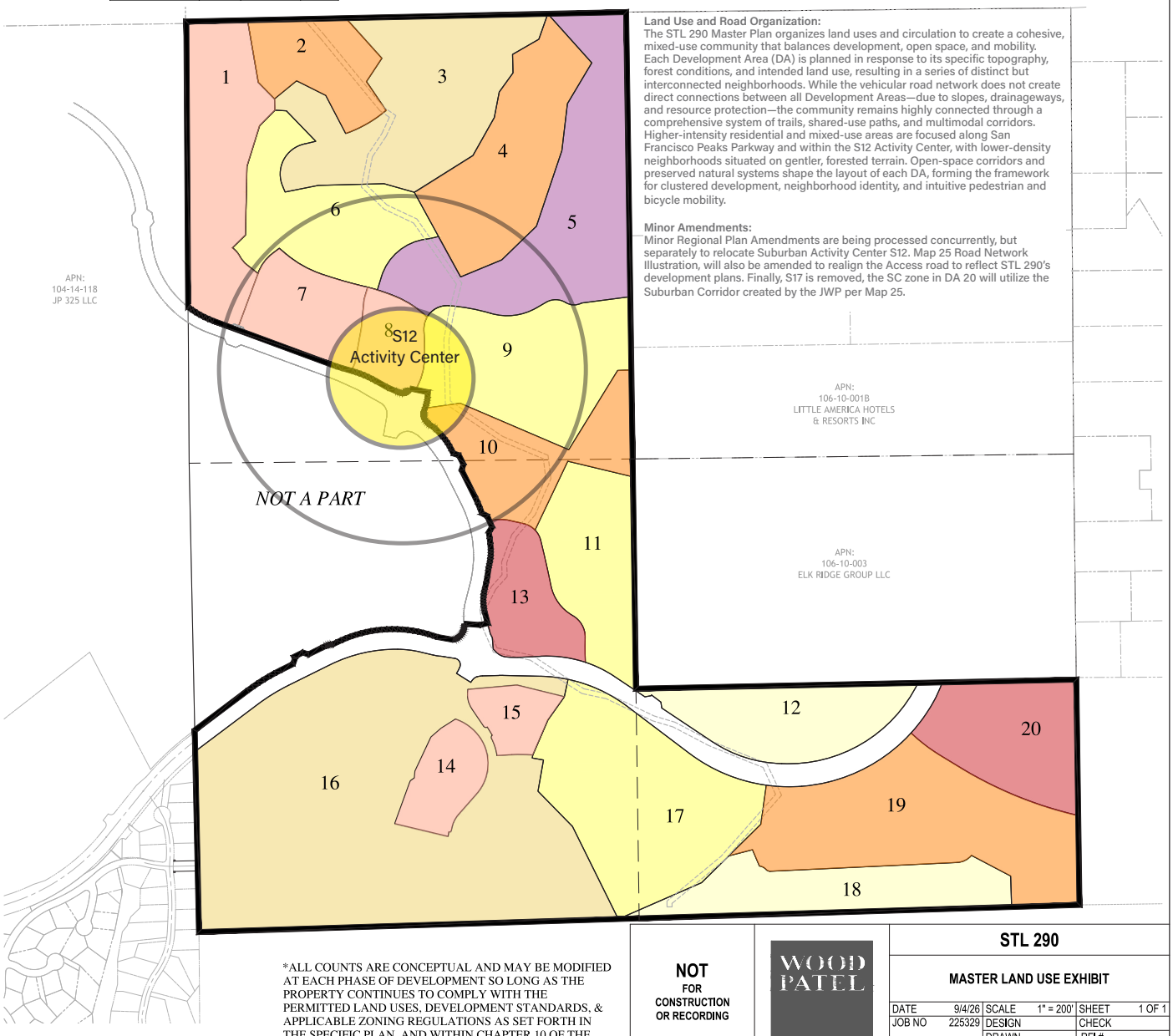
Development Area	Acreage	Development Acreage	Target Yield*	DU/AC	Proposed Land Use	DU/AC Range	Proposed Zoning	Open Space (AC)
1	15.58	11.41	137	12.01	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	12-14	MR	4.17
2	7.90	5.34	26	4.87	MISSING MIDDLE 2	4-6	R1	2.55
3	22.68	11.95	12	1.00	SINGLE FAMILY RESIDENTIAL- 1/3 - 1/2 AC LOTS	0.8-1	RR	10.73
4	16.14	10.21	60	5.88	MISSING MIDDLE 2	4-6	R1	5.93
5	23.69	17.09	±100 - ±120 keys (±90 main and ±30 Casitas)		LODGING	-----	HC	6.59
6	14.06	10.84	43	4.00	MISSING MIDDLE 1	4-6	R1	3.22
7	7.76	7.76	109	14.00	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	12-14	MR	0.00
8	4.56	4.56	50	10.97	MEDIUM DENSITY RESIDENTIAL	11-14	MR	0.00
9	18.21	11.12	45	4.05	MISSING MIDDLE 1	4-6	R1	7.09
10	11.41	11.41	40	3.50	MISSING MIDDLE 2	2-6	R1	0.00
11	12.47	12.47	40	3.21	MISSING MIDDLE 1	2-6	R1	0.00
12	11.96	11.96	3	0.25	SINGLE FAMILY RESIDENTIAL- 1+ AC LOTS	0-1	RR	0.00
13	7.67	7.67	20	2.61	RETAIL COMMERCIAL	0-13	SC	0.00
14	5.30	5.30	32	6.00	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	2-6	R1	0.00
15	3.57	3.57	20	5.60	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	2-6	R1	0.00
17	24.82	24.82	50	2.01	MISSING MIDDLE 1	2-6	R1	0.00
18	12.72	12.72	11	0.86	SINGLE FAMILY RESIDENTIAL- 1+ AC LOTS	0-1	RR	0.00
19	25.13	25.13	87	3.46	MISSING MIDDLE 1 & 2	2-6	R1	0.00
20	12.82	9.38	0	0.00	COMMERCIAL/COMMUNITY FACILITIES	0-13	SC	3.44
	258.44	214.71						43.73
R/W (JWP)	14.56		---	---	----		---	
Total	273.00		785	3.7	(Total target yield and density excludes Parcel 5, Parcel 16, JWP R/W)			

Pine Canyon Expansion Area (In Development)

Development Area	Acreage	Target Yield	DU/AC	Proposed Land Use	DU/AC Range	Proposed Zoning
16	65.32	54	0.8	SINGLE FAMILY RESIDENTIAL- 1/3 - 1/2 AC LOTS	0-1	RR
Total	65.32	54	0.8			

N

0 200 400
Horz. 1 in. = 200 ft.



Land Use and Road Organization:
The STL 290 Master Plan organizes land uses and circulation to create a cohesive, mixed-use community that balances development, open space, and mobility. Each Development Area (DA) is planned in response to its specific topography, forest conditions, and intended land use, resulting in a series of distinct but interconnected neighborhoods. While the vehicular road network does not create direct connections between all Development Areas—due to slopes, drainageways, and resource protection—the community remains highly connected through a comprehensive system of trails, shared-use paths, and multimodal corridors. Higher-intensity residential and mixed-use areas are focused along San Francisco Peaks Parkway and within the S12 Activity Center, with lower-density neighborhoods situated on gentler, forested terrain. Open-space corridors and preserved natural systems shape the layout of each DA, forming the framework for clustered development, neighborhood identity, and intuitive pedestrian and bicycle mobility.

Minor Amendments:
Minor Regional Plan Amendments are being processed concurrently, but separately to relocate Suburban Activity Center S12. Map 25 Road Network Illustration, will also be amended to realign the Access road to reflect STL 290's development plans. Finally, S17 is removed, the SC zone in DA 20 will utilize the Suburban Corridor created by the JWP per Map 25.

*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

STL 290

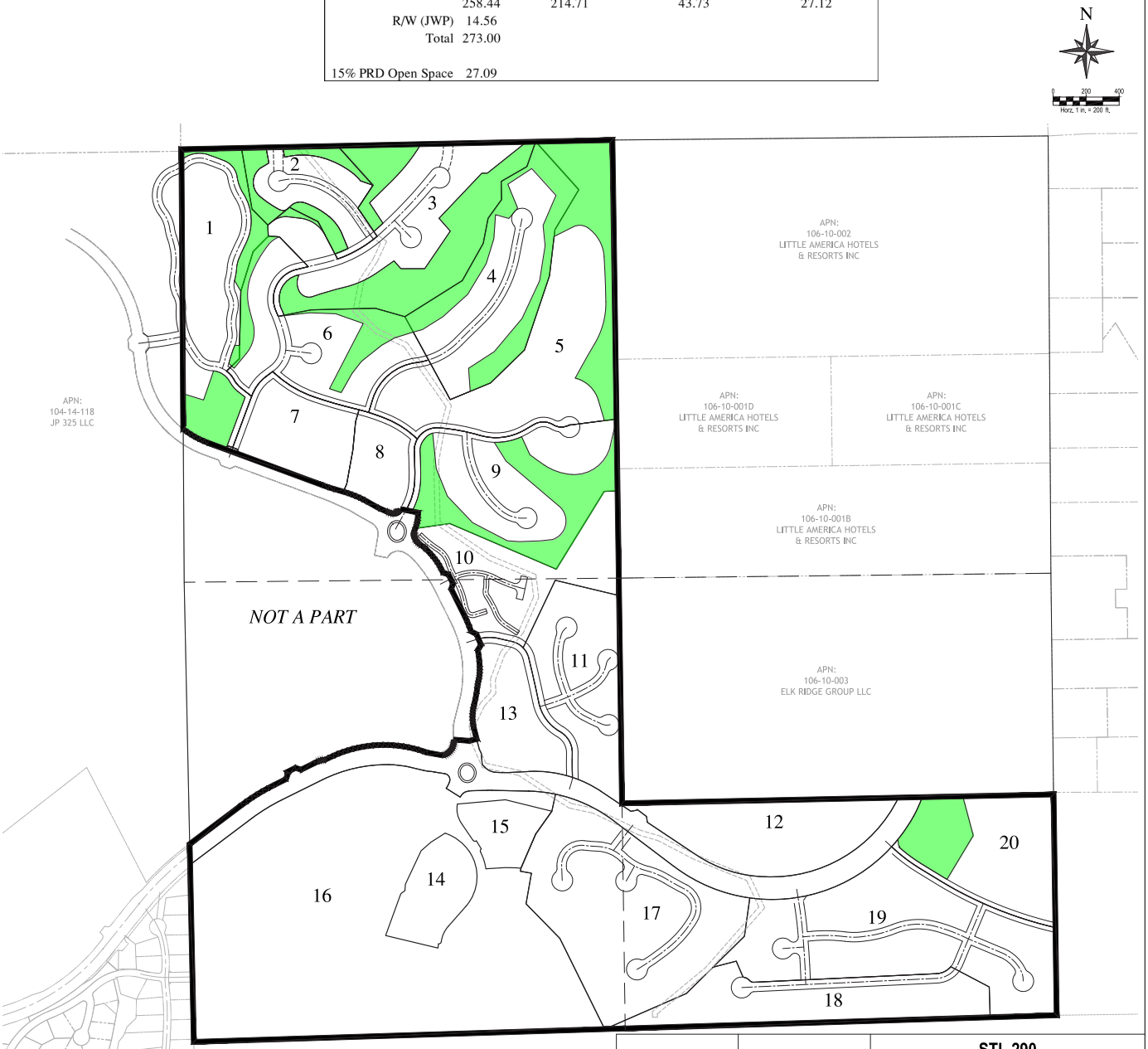
MASTER LAND USE EXHIBIT

DATE	9/4/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

STL 290 DEVELOPMENT AREA MAP

STL 290 Development Areas				
Development Area	Acreage	Developable Acreage	Open Space Acreage	PRD Common Space
1	15.58	11.41	4.17	---
2	7.90	5.34	2.55	---
3	22.68	11.95	10.73	---
4	16.14	10.21	5.93	---
5	23.69	17.09	6.59	---
6	14.06	10.84	3.22	---
7	7.76	7.76	0.00	---
8	4.56	4.56	0.00	---
9	18.21	11.12	7.09	---
10	11.41	11.41	---	3.49
11	12.47	12.47	---	2.00
12	11.96	11.96	---	3.75
13	7.67	7.67	0.00	---
14	5.30	5.30	---	0.80
15	3.57	3.57	---	0.54
17	24.82	24.82	---	8.37
18	12.72	12.72	---	1.91
19	25.13	25.13	---	6.27
20	12.82	9.38	3.44	---
	258.44	214.71	43.73	27.12
R/W (JWP)	14.56			
Total	273.00			
15% PRD Open Space	27.09			



*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT
FOR
CONSTRUCTION
OR RECORDING

WOOD PATEL

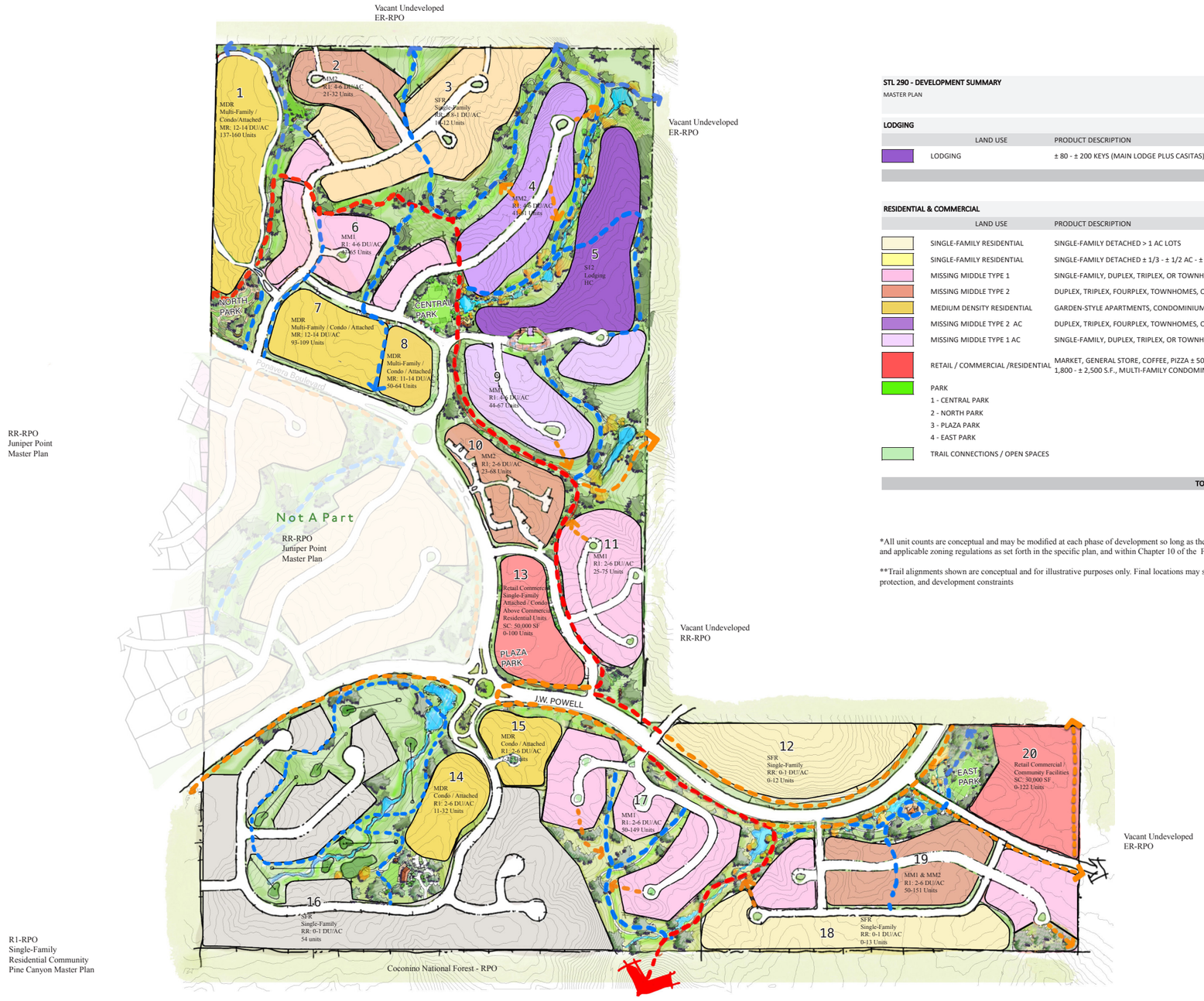
STL 290

MASTER LAND USE EXHIBIT
OPEN SPACE

DATE	9/4/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use Bdry-Open Space.dwg

STL OPEN SPACE MAP



STL 290 - DEVELOPMENT SUMMARY

MASTER PLAN

LODGING

	LAND USE	PRODUCT DESCRIPTION	DU
	LODGING	± 80 - ± 200 KEYS (MAIN LODGE PLUS CASITAS)	80-200
		TOTAL	**80-200**

RESIDENTIAL & COMMERCIAL

	LAND USE	PRODUCT DESCRIPTION	DU - S.F.
	SINGLE-FAMILY RESIDENTIAL	SINGLE-FAMILY DETACHED > 1 AC LOTS	0-25
	SINGLE-FAMILY RESIDENTIAL	SINGLE-FAMILY DETACHED ± 1/3 - ± 1/2 AC - ± 10,000 - ± 15,000 S.F. LOTS	10-12
	MISSING MIDDLE TYPE 1	SINGLE-FAMILY, DUPLEX, TRIPLEX, OR TOWNHOMES	143-364
	MISSING MIDDLE TYPE 2	DUPLEX, TRIPLEX, FOURPLEX, TOWNHOMES, OR CONDOS	69-177
	MEDIUM DENSITY RESIDENTIAL	GARDEN-STYLE APARTMENTS, CONDOMINIUMS, TOWNHOMES, OR A MIX OF HIGHER-DENSITY HOUSING TYPE	298-385
	MISSING MIDDLE TYPE 2 AC	DUPLEX, TRIPLEX, FOURPLEX, TOWNHOMES, OR CONDOS (ADJACENT TO ACTIVITY CENTER)	41-61
	MISSING MIDDLE TYPE 1 AC	SINGLE-FAMILY, DUPLEX, TRIPLEX, OR TOWNHOMES (ADJACENT TO ACTIVITY CENTER)	44-67
	RETAIL / COMMERCIAL /RESIDENTIAL	MARKET, GENERAL STORE, COFFEE, PIZZA ± 50,000 S.F. @ COMMERCIAL VILLAGE, SINGLE-FAMILY ATTACHED± 1,800 - ± 2,500 S.F., MULTI-FAMILY CONDOMINIUMS ; ADDITIONAL 30,000 S.F. @ PARCEL 20	80,000 /0-222
	PARK 1 - CENTRAL PARK 2 - NORTH PARK 3 - PLAZA PARK 4 - EAST PARK		-
	TRAIL CONNECTIONS / OPEN SPACES		-
			785 Target
		TOTAL WITHIN STL 290	**605 - 1,312**

*All unit counts are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the specific plan, and within Chapter 10 of the Flagstaff City Code.

**Trail alignments shown are conceptual and for illustrative purposes only. Final locations may shift during detailed design to accommodate site conditions, resource protection, and development constraints

COMMUNITY TRAIL
ARIZONA TRAIL
FUTS TRAIL

1" = 300'-0"
0 150' 300' 600'

STL 290 ILLUSTRATIVE MASTER PLAN

between 93-109 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Single family is not allowed within this development area. This Development Area fronts onto the Ponavera Boulevard and provides more density and intensity to support the Commercial Village businesses, and provides needed homes for the City of Flagstaff.

Development Area 8. Development Area 8 encompasses approximately 4.56 acres and is planned with between 50-64 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Located along Ponavera Boulevard, this area will serve as a gateway to the eastern portion of the STL 290 development.

Development Area 9. Development Area 9 comprises approximately 18.21 acres of land (11.12 developable). It is anticipated to be developed with between 44-67 Missing Middle Type 1 units, directly adjacent to the activity center. Approximately 7.09 acres of Open Space are planned for this development area.

Development Area 10. Development Area 10 comprises approximately 11.41 acres of land and is anticipated to be developed with between 23-68 Missing Middle Type 2 units. Development Area 10 borders Ponavera Boulevard and rings the southern edge of the activity center; the intent of the development area is to create density along the road network and trails, as well as near the commercial area and lodging.

Development Area 11. Development Area 11 comprises approximately 12.47 acres of land. It is anticipated to be developed with between 25-75 Missing Middle Type 1 units. These potential residents will have easy access to the commercial village, providing them with the ability to use alternative forms of transportation to access services (bicycle and walking).

Development Area 13 (Commercial Village). Development Area 13 comprises approximately eight (7.67) acres of land. It is anticipated that this area will be developed as a commercial village with up to 50,000 square feet of commercial space. This development is envisioned to include a market, general store, coffee shop, restaurants, and a fitness center. Development Area 13 may also include Missing Middle Type 2 residential units/uses or second-story vertical mixed-use above commercial (up to 100 units). The Commercial Village was planned directly off the JWP roundabout to attract the most customers and energy as the development's true core.

Development Area 14. Development Area 14 comprises approximately 5.3 acres of land. It is anticipated to be developed as an extension of Pine Canyon subdivision with between 11-32 Missing Middle Type 2 units. Single family is not allowed within this development area.

Development Area 15. Development Area 15 comprises approximately 3.57 acres of land. It is anticipated to be developed as an extension of Pine Canyon subdivision with between 7-21 Missing Middle Type 2 units. This Development Area may also be used as a residential amenity area. Single family is not allowed within this development area.

Development Area 17. Development Area 17 encompasses approximately 24.82 acres of land. It is expected to feature between 50-149 Missing Middle Type 1 units. These homes abut and provide connections to the Commercial Village and the JWP.

Development Area 19. Development Area 19 comprises approximately 25.13 acres of land and is anticipated to be developed with between 50-151 Missing middle Type 1 and Type 2 units. This Development Area is planned to allow for a mix of Missing Middle housing types. Development Area 19 borders the JWP and is directly adjacent to a commercial center. This Development Area was planned to enable residents to walk or bike to amenities, thereby minimizing vehicle trips as much as possible.

Development Area 20. Development Area 20 comprises approximately 12.82 acres of land (9.38 developable). It is anticipated that this area will be developed as a secondary commercial center to the Commercial Village, with up to 30,000 square feet of commercial space. This Development Area is envisioned to include a range of general services. Parcel 20 may also accommodate up to 122 residential units. Approximately 3.44 acres of Open Space are planned for this development area.

The above-described product types and unit counts are conceptual and may be modified at each phase of development, so long as the Property continues to comply with the permitted land uses and development standards set forth in Section IV. of the STL 290 Specific Plan and the Flagstaff Zoning Code.

B. Open Space & Civic Space

The intent in programming open spaces and connections is to weave in multi-modal connectivity, benefiting all residents, the public, and visitors, further contributing to community accessibility (note that parks and trails shown in this Specific Plan are meant to be publicly accessible. With public parking available in Development Areas 19, 13, and 5). Beyond connectivity, open spaces are the heart and soul of this development. These are the spaces where memories are made, games are played, and walks are taken hand in hand. Each park and open space within this development has been meticulously themed, planned for, and thought through. Unlike some developments where a Specific Plan may set out guidelines for elements that may be required within each park, this Specific Plan as shown in the individual park Plans, the Parks, Recreation, and Trails Character Images, and as described below, specifies the intended theming and conceptual arrangement for each park and open space within the development.

In accordance with Section 10-40.60.290, the PRD ordinance requires that a minimum of fifteen percent (15%) of the site be provided as Common Space. Within STL 290, this requirement is calculated across the developable portions of the PRD Development Areas (Development Areas 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 18, and 19). Based on this methodology, a total of 27.09 acres of Common Space is required. The Specific Plan provides approximately 27.12 acres of Common Space, thereby meeting the minimum PRD requirement.

In addition to required Common Space, the Specific Plan establishes a broader system of Designated Open Space Areas, shown on the Open Space Exhibit and dedicated within HOA-maintained tracts with public access. These areas are preserved for long-term resource protection, recreation, and community use, and include natural features such as forested areas, drainage corridors, slopes, and trail systems. Approximately 43.73 acres are designated as Open Space Areas within these tracts.

Collectively, STL 290 provides approximately 70.84 acres of open space. This combined framework of PRD Common Space and Designated Open Space Areas creates an integrated network of natural and improved open spaces that supports ecological function, recreational opportunities, and connectivity throughout the community.

The four (4) parks and open spaces planned for the 290-acres are as follows (Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints):





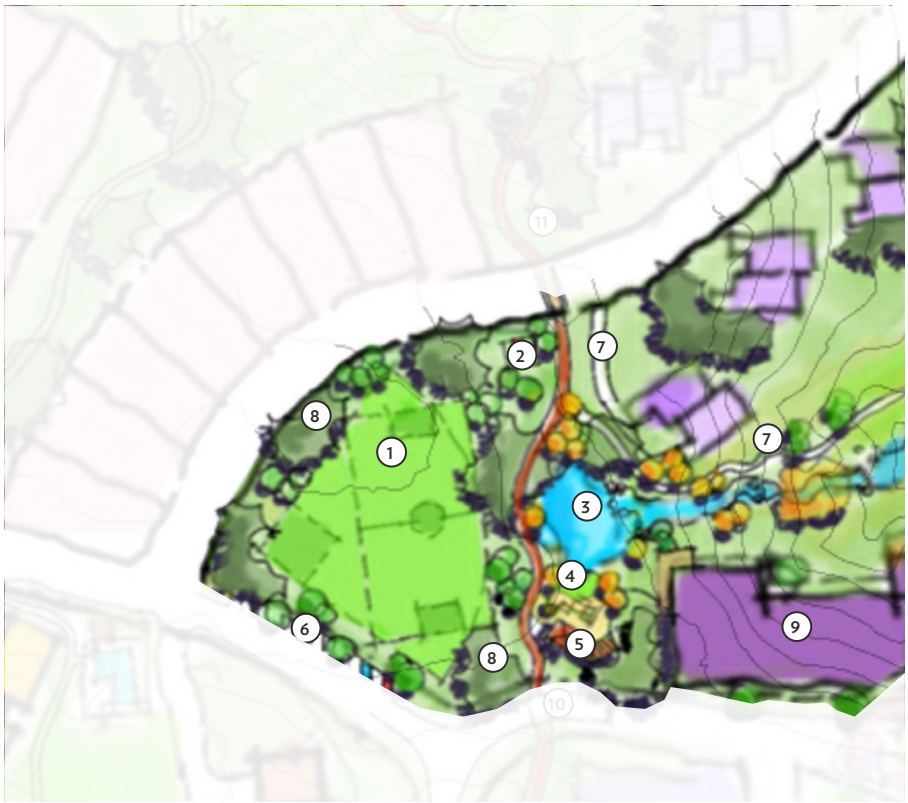
1 – Central Park (A Community Anchor)

At the core of the STL 290 Master Plan is Central Park, a thoughtfully designed open space that serves as both a visual landmark and a functional gathering place for the entire community. Centrally located, the park is conceptually designed to offer an accessible and inclusive environment that reflects Flagstaff's values of outdoor living, connectivity, and community well-being.

Central Park features open turf areas suitable for informal recreation, play, and community events. Integrated natural and modern play elements provide opportunities for children of all ages to explore and engage in active play. A signature water feature adds aesthetic interest and create a focal point for residents and visitors alike.

As a central node in the development's pedestrian and trail network, the park conceptually connects to both hard- and soft-surface trails that lead throughout the development and outward to the regional Arizona Trail. These connections promote walkability, cycling, and a seamless relationship with the surrounding natural landscape.

Designed to accommodate programmed events such as farmers markets, performances, and seasonal celebrations, Central Park is conceptualized as more than a green space — it functions as a shared civic amenity and the social heart of STL 290. This space unifies surrounding neighborhoods, support active lifestyles, and contribute to the overall identity and livability of the development.



LEGEND

1. MULTI-USE RECREATIONAL FIELDS
2. BASKETBALL 1/2 COURT
3. RECREATIONAL POND
4. KIDS PLAYGROUND
5. SHADE STRUCTURE
6. DIAGONAL PARK PARKING
7. STABILIZED DECOMPOSED GRANITE TRAILS
8. NATURAL PLANTINGS
9. LODGING
10. ARIZONA TRAIL
11. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.







CENTRAL PARK

2 – North Park (Adventure and Trail Connection)

Located along the northwest edge of the STL 290 development, adjacent to Ponavera Boulevard, North Park is envisioned as an active, nature-based destination that celebrates Flagstaff's love of outdoor recreation and forested landscapes. This park serves as a gateway to adventure, offering purpose-built features for mountain biking, trail running, and exploration within a preserved natural setting.

Drawing inspiration from the surrounding topography and forest character, North Park is conceptually designed to incorporate flow trails, wooden riding elements, and terrain features designed for a variety of rider abilities — from beginners and families to experienced mountain bikers. The park's design emphasizes both challenge and accessibility, providing opportunities for skill-building and safe enjoyment of the natural terrain.

In addition to its recreational function, North Park serves as a critical link in the broader STL 290 trail network, connecting residents to soft-surface paths, nearby open spaces, and the regional Arizona Trail. The park's trailhead location near Ponavera Boulevard makes it easily accessible while preserving a sense of natural immersion and ecological integrity.

Complementing the action-oriented uses, North Park is conceptually designed to also offer passive recreation opportunities, such as shaded seating areas, scenic lookouts, and educational signage that highlights local ecology, geology, and trail stewardship. With its unique blend of adventure, connection, and conservation, North Park will be a defining feature of the STL 290 community and a beloved destination for active residents and visitors alike.



LEGEND

1. SHADE STRUCTURE
2. VARIOUS SINGLE TRACK PATHS WITH JUMPS AND WOODEN BERMS
3. NATURAL PLANTINGS
4. PARALLEL PARKING, TYPICAL
5. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



NORTH PARK

3 – Plaza Park (A Vibrant Social Hub in the Commercial Village)

Located at the heart of the STL 290 commercial village, Plaza Park is envisioned as a lively, tree-lined public space that welcomes residents, visitors, and Arizona Trail users alike. As both a neighborhood amenity and a regional attraction, the plaza serves as a comfortable and engaging destination where people can relax, socialize, and enjoy Flagstaff's unique high-country setting.

Anchored by a central green space, Plaza Park may offer a flexible and inviting layout surrounded by cafés, retail, and food vendors. Built-in seating, shaded gathering areas, and well-placed site furnishings create an environment that encourages lingering — whether for a morning coffee, an afternoon break, or a weekend market. Mature trees and landscape elements provide seasonal shade and visual comfort, making the space enjoyable throughout the year.

As a multi-functional gathering area, the park is designed to accommodate live music, food trucks, farmers markets, and community events. The open lawn and surrounding hardscape support both formal programming and casual everyday use, helping to energize the commercial village and activate the surrounding streetscape.

Importantly, the Arizona Trail passes directly through Plaza Park, making it a natural rest stop and point of interest for trail users and outdoor tourists. With its blend of natural beauty, civic design, and visitor-serving amenities, the park enhances STL 290's appeal as a destination for eco-tourism and local exploration, while reinforcing its role as a regional connector.

Plaza Park is conceptually designed as a defining public space — where commerce meets community, and where locals and visitors alike can experience the social and natural vibrancy of STL 290.



LEGEND

1. INFORMAL LAWN AREA
2. SHRUB AREAS
3. MULTI-USE OUTDOOR PLAZA SPACE
4. CONCRETE WALKS
5. SHADE STRUCTURE
6. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



PLAZA PARK

4 – East Park (Gateway to Nature and the Arizona Trail)

Located in the southeast corner of the STL 290 site along the John Wesley Powell (JWP) corridor, East Park is envisioned as a natural, trail-oriented open space that embraces the site's existing drainage corridor as a central design feature. The park highlights the area's native ecology while offering a quiet, restorative experience for residents and visitors alike.

A network of soft-surface trails wind through native vegetation, providing opportunities for walking, wildlife observation, and nature-based play. Importantly, East Park offers direct connections to the Arizona Trail, making it a key access point for long-distance hikers, cyclists, and outdoor enthusiasts exploring the region.

The park may also feature nature-integrated play elements for children, and dog-friendly facilities to support active use by nearby residents. Designed to preserve natural systems while promoting access and enjoyment, East Park serves as an ecological and recreational gateway, linking the STL 290 community to regional open space and one of Arizona's most iconic trail networks.



LEGEND

1. MULTI-USE RECREATIONAL FIELDS
2. STABILIZED DECOMPOSED GRANITE TRAILS
3. KIDS PLAY AREA WITH SHADE STRUCTURE
4. TRAIL CONNECTIONS
5. TRICKLE CHANNEL
6. NATURAL PLANTINGS
7. BRIDGE

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



EAST PARK

C. Vehicular Access & Circulation

John Wesley Powell Boulevard and Ponavera Boulevard serve as the primary organizing elements for vehicular access and circulation within the STL 290 Master Plan area.

The primary vehicular access to and from the Property will be provided via an extension of John Wesley Powell Boulevard, beginning where it currently terminates at Pine Canyon Estates. This extension is planned to "ribbon" through the southern portion of the Property, ultimately proceeding north to connect with Butler Avenue. The City of Flagstaff projects the John Wesley Powell corridor to ultimately support approximately 2,200 acres of development, including about 1,825 acres of privately owned land, 275 acres dedicated to higher education, and 64 acres of public land.

A Traffic Impact Analysis (TIA) is underway for the full STL Master Planning area, encompassing all twenty (20) Development Areas. The analysis contemplates a target unit count of 785 residential units, in addition to non-residential building space within the commercial and lodging components. Projected densities range from less than one (1) dwelling unit per acre to up to fourteen (14) dwelling units per acre, depending on the land use designation.

The internal circulation network will also be supported by Ponavera Boulevard, which will extend northward from the approximate midpoint of the John Wesley Powell Boulevard extension. This connection will provide direct access to the northern portion of the Property, including the planned lodge, commercial village, and surrounding residential neighborhoods, and will eventually tie into the Juniper Point community to the west.

Additional local access streets and off-shoots from John Wesley Powell Boulevard and Ponavera Boulevard will be provided as phased development occurs, ensuring efficient movement throughout the site and strong multimodal connectivity between neighborhoods, parks, and activity centers.

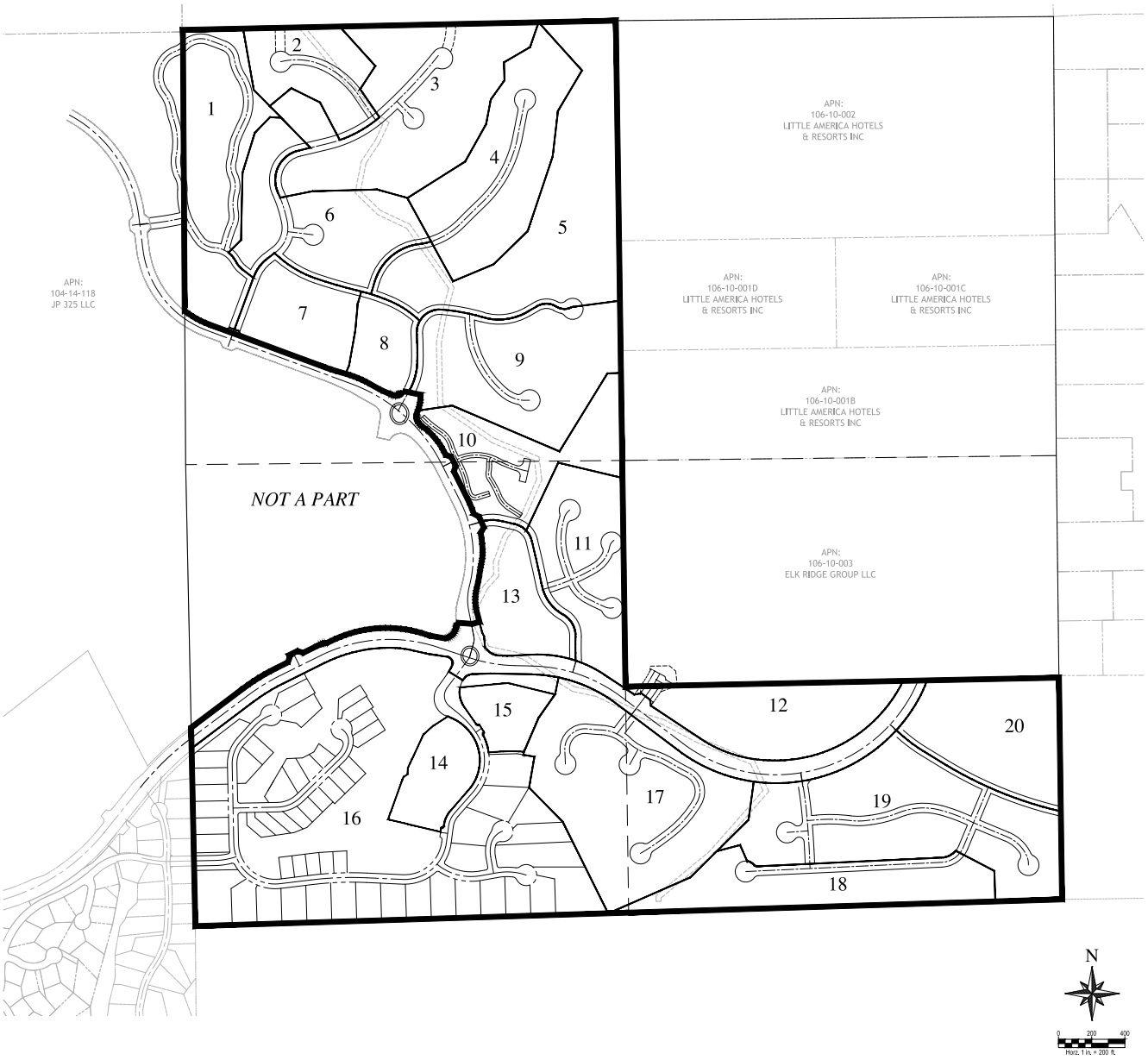
The STL Master Plan Traffic Impact Analysis evaluates projected traffic generation from both residential and non-residential land uses and provides detailed recommendations related to on-site transportation improvements, street capacity, and turning movements. The results of this analysis will guide implementation of roadway design, intersection improvements, and connectivity enhancements consistent with City standards and the goals of the Flagstaff Regional Plan 2030.

D. Pedestrian & Bicycle Network

The STL 290 Master Plan features a comprehensive and environmentally responsive pedestrian and trail network designed to connect all parts of the community, from residential neighborhoods and parks to the commercial village and planned lodge, while blending naturally into the ponderosa pine landscape. This interconnected system forms the backbone of the development's multimodal mobility framework, providing safe, scenic, and convenient options for walking, biking, and recreation throughout the site.

A hierarchy of multi-use trails, bike paths, and soft-surface walking routes extends through greenways, open-space corridors, and natural preserves, linking homes with civic destinations and regional trail systems (See Pedestrian, Bicycle & Trails Map). These connections reinforce the compact, walkable community form envisioned in the Specific Plan by reducing reliance on vehicle trips and promoting healthy, active lifestyles for residents and visitors.

The trail network is intentionally designed to minimize environmental impacts while enhancing the natural character of the site. Trails and pedestrian pathways will be constructed with permeable, low-impact materials that promote infiltration and reduce erosion, where such materials comply with the City's Engineering Design and Development Standards (EDDS). Final surface materials will be coordinated with the Engineering Division during detailed design to ensure long-term performance, safety, and compliance. Routing has been carefully planned to follow natural landforms, preserve mature trees where feasible, and maintain existing drainage corridors, while integrating safe, scenic public access to nature. By aligning trails with open-space systems and natural drainage patterns, the plan strengthens ecological continuity and supports long-term watershed health.



*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT
FOR CONSTRUCTION OR RECORDING

WOOD PATEL

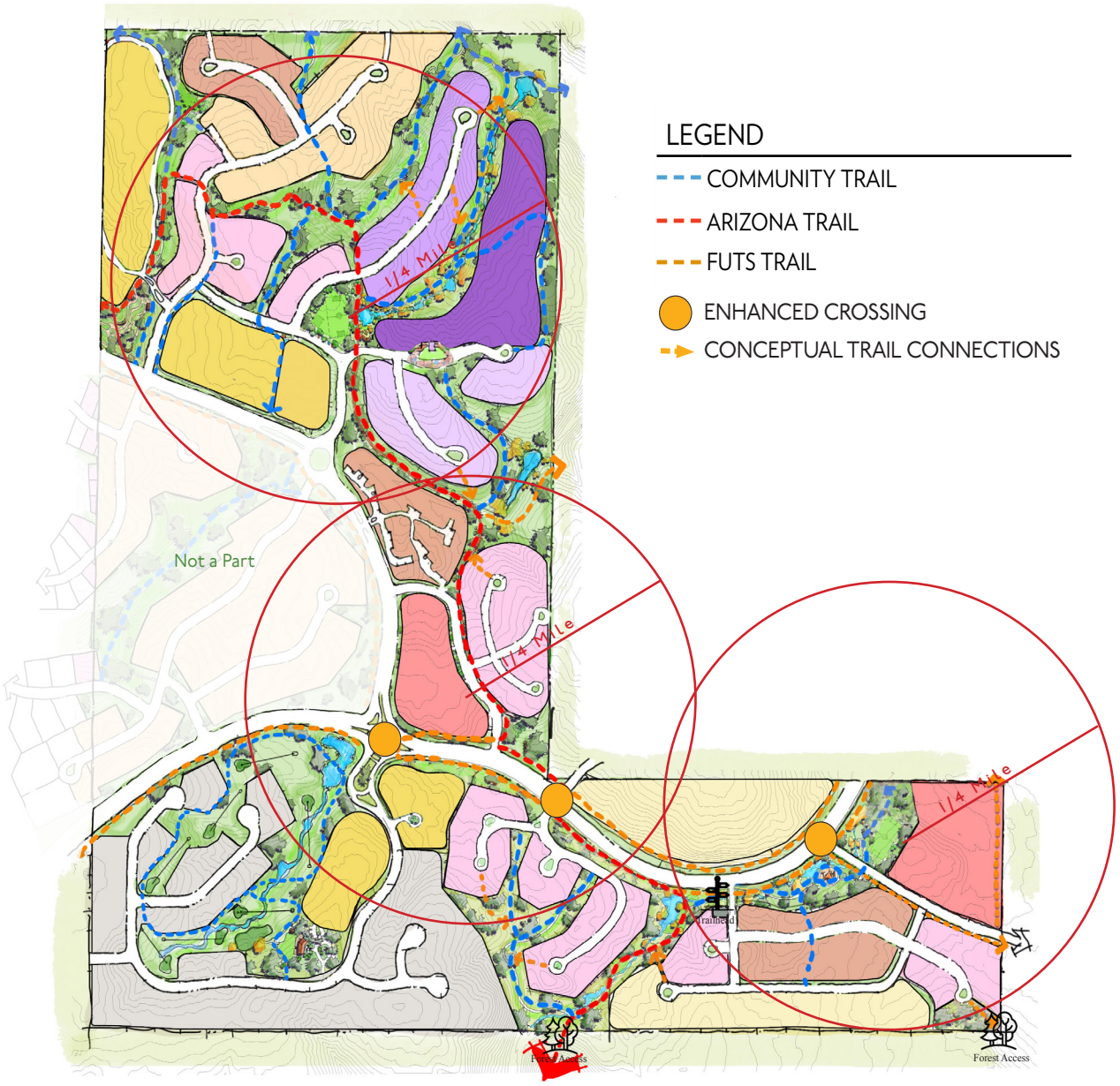
STL 290

PROPOSED ROAD NETWORK EXHIBIT

DATE	6/26/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibit\Zoning\STL405-Master Land Use Bdry-Proposed Road Network Exhibit.dwg

ROAD NETWORK MAP



*Trail alignments shown are conceptual and for illustrative purposes only. Final locations may shift during detailed design to accommodate site conditions, resource protection, and development constraints. Trail connections into neighboring properties shall not be made without first obtaining consent of property owners.

** Within the S12 Activity Center (Parcels 1, 4, 5, 6, 7, 8, 9, 10), Cul-de-sacs over 600' in length must create supplementary connection points mid-block or at end of cul-de-sacs. Conceptual Trail connections shown on this map. Exact locations to be determined during the platting process.

***FUTS Trail on Ponavera Boulevard may be on east or west side of the street based on final design constraints.

****JWP FUTS design details as specified in the JWP Agreement.

***** Enhanced crossings are those that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable.

PEDESTRIAN, BICYCLE & TRAILS MAP

Within the R1 neighborhoods, the trail network provides direct access to pocket parks, play areas, and shared open spaces, encouraging daily recreation and social interaction. These amenities foster community life and support mental and physical well-being, offering residents convenient opportunities to experience nature just steps from home.

In the commercial, lodging, and medium-density areas, trails reinforce the vitality and accessibility of the Commercial Village and the lodge-centered Activity Center. Connections to Plaza Park, Central Park, and surrounding open spaces create an inviting pedestrian environment that supports outdoor dining, neighborhood markets, events, and casual gathering. This trail-supported public realm enables residents and visitors to move easily between homes, shops, recreational amenities, and lodging, enhancing both mobility and community life.

A signature feature of the system is the planned realignment and integration of the Arizona Trail, the nearly 800-mile statewide route that stretches from Mexico to Utah. By providing a direct connection to this iconic trail, STL 290 becomes a gateway to regional outdoor recreation and an eco-tourism destination. The connection expands recreational opportunities for residents, supports statewide trail continuity, and reinforces the community's identity as a place rooted in outdoor living and environmental stewardship.

Together, the pedestrian, bicycle, and trail network is a defining element of the STL 290 Master Plan, advancing environmental sustainability, supporting multimodal mobility, and enriching the daily life of residents and visitors. Its design exemplifies Flagstaff's commitment to quality of life, recreation, and responsible land planning.

E. Resource Protection Overlay

The Property will be site-planned to preserve natural resources in accordance with the standards set forth in the Specific Plan and the Development Agreement. All resource areas within STL 290 will be surveyed and documented consistent with the Zoning Code and the Specific Plan's Section IV, Land Uses & Development Standards. Final Resource Protection Overlay (RPO) plans and calculations will be submitted at the time of Site Plan Review.

Complying with Flagstaff's Resource Protection requirements across a property as large and diverse as STL 290 requires a coordinated, site-wide conservation strategy. The Specific Plan therefore intends to use the City's Resource Protection Ordinance (RPO) Pilot Program for forest resources across the entire Master Plan, allowing tree-resource preservation to be allocated at the master-planned scale rather than separately within each Development Area. This enables the project to consolidate forest protection in areas where it provides the highest ecological and visual value, such as large ponderosa groupings, natural drainage corridors, and forested neighborhood edges, rather than distributing preservation in smaller and less functional pockets.

All areas preserved for forest resources under the Pilot Program will be recorded as open space tracts and maintained by the HOA, including long-term vegetation and fuel-management practices that support both wildfire resilience and ecological health.

Other protected resource categories, most notably slope resources, will continue to follow the City's existing RPO Code, the Development Agreement, or any future adopted version of the Code. The Development Agreement may also establish a slope-resource bank or similar consolidation mechanism to allow slope preservation to occur in the most appropriate and environmentally meaningful locations while maintaining full compliance with the City's RPO standards. This ensures that steep slopes, drainageways, and other non-forest resources remain regulated through the City's standard, code-based resource protection requirements, irrespective of Pilot Program participation.

If the Pilot Program cannot be applied or does not remain available in the future, STL 290 will revert to a Development Agreement–based compliance framework to ensure full adherence to the City's current or future RPO standards. Under either approach, all required resource categories will be preserved consistent with City policy, and the overall amount of

required resource protection will not be reduced.

This structure provides project-wide flexibility for forest conservation while guaranteeing that slope resources and other protected features remain fully regulated, resulting in a comprehensive, ecologically meaningful, and policy-consistent approach to resource protection across STL 290.

F. Landscaping

Development within the STL 290 Master Plan will be intentionally designed to integrate the built environment with the existing natural landscape, creating a seamless transition between new development and the surrounding ponderosa pine forest. The landscape architecture and site design will emphasize the preservation and enhancement of the site's natural scenery, using thoughtful plant selection, grading, and design features that complement the area's forested character.

Across both the residential and commercial, lodging, and medium-density areas, the landscape theme will maintain the natural forest appearance that defines Flagstaff's identity. Key design priorities include the preservation of existing trees, native vegetation, and scenic views, ensuring that new development blends harmoniously with the site's topography and ecological systems.

The landscape design will incorporate lush native trees, shrubs, and groundcovers to reinforce the sense of place, provide shade and comfort for pedestrians, and enhance the community's visual quality. These plantings will be selected for their drought tolerance and habitat value, supporting sustainable water use and biodiversity.

Within the commercial and lodging areas, landscaping will help define public plazas, pedestrian corridors, and outdoor gathering spaces, creating a cohesive visual identity and enhancing the comfort of visitors and residents alike. In the R1 neighborhoods, landscaping will soften building edges, connect homes to surrounding open space, and maintain the appearance of a natural forest setting.

Collectively, the landscaping approach throughout STL 290 will promote harmony between the natural and built environments, preserve the property's scenic and ecological integrity, and contribute to a sustainable, livable, and regionally authentic community consistent with Flagstaff's values and design traditions.

G. Architecture

The STL 290 Master Plan establishes a cohesive architectural vision that reflects Flagstaff's modern mountain character, a design language rooted in the region's natural setting, materials, and cultural heritage. Architecture throughout the community will emphasize authenticity, craftsmanship, and environmental harmony, ensuring that new structures feel organically integrated into the ponderosa pine landscape and rolling topography of the site.

Residential Architecture (R1 Areas)

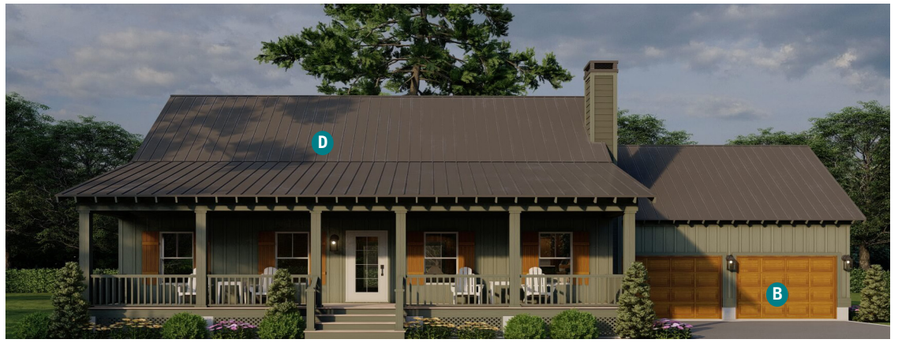
The residential architectural character of the R1-zoned neighborhoods emphasizes a modern mountain style that complements Flagstaff's natural environment. Across all housing types, architecture will use natural materials such as wood, stone, and metal, paired with simple forms and sloped rooflines that respond to the forested and hilly terrain. The intent is to create a walkable, human-scaled environment that fosters neighborhood cohesion and a strong sense of place.

Single-family detached homes will reflect a contemporary mountain aesthetic, characterized by gabled or shed-style roofs with generous overhangs, large windows that frame forest views, and muted, earth-tone color palettes that blend with the surroundings. Homes will incorporate native landscaping and maintain modest, well-integrated forms that minimize visual impact while emphasizing connection to the landscape.

Other Missing middle housing types, including duplexes, triplex, fourplex, townhomes, and condominium buildings, will

SINGLE-FAMILY RESIDENTIAL CHARACTER IMAGES (As Allowed in Single-Family Residential, MMI & MM2)

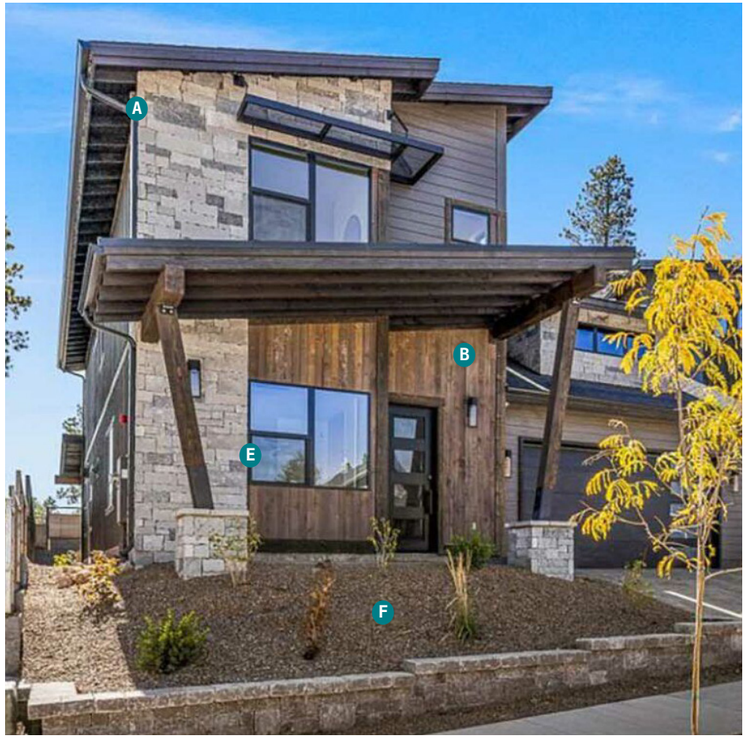
















A Mountain Style
B Natural Materials
C Human-Scaled Architecture
D Gabled or Shed-Style Rooflines with Overhangs
E Large Windows
F Native Landscaping

*Images above depict single-family detached residential homes as allowed/encouraged within Single-Family Residential and Missing Middle Type 1 Development Areas or Missing Middle Type 2 where appropriate. Single Family Detached homes not allowed within DAs 1, 7, 14, and 15.

SINGLE-FAMILY ATTACHED & DUPLEX/TRIPLEX CHARACTER IMAGES (As Allowed in MMI, MM2 & MDR)



















- **A** Mountain Style
- **B** Natural Materials
- **C** Compact Higher-Density Configurations
- **D** Varied Facades with Porches, and Balconies
- **E** Native Landscaping
- **F** Human-Scaled Architecture Using Sloped Roofs and Divided Masses to Minimize Bulk

*Images above depict single-family attached residential homes & duplex, triplex, four plex, townhouses, and condos as allowed/encouraged within Missing Middle Type 1 and 2 and MDR Development Areas. Single family not allowed within Development Areas 1, 7, 14, and 15.

MULTI-FAMILY CHARACTER IMAGES (As Allowed in MMI, MM2, and Medium Density Residential)

















- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Gabled or Shed-Style Rooflines with Overhangs
- D Varied Facades with Porches, and Balconies
- E Large Windows
- F Native Landscaping

*Images above depict multiplex, condos, and small garden style apartments as allowed/encouraged within Missing Middle Type 2 and Medium Density Residential Development Areas.

RETAIL/COMMERCIAL CHARACTER IMAGES



















- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Human/Pedestrian Scale
- D Varied Facades
- E Large Windows / Glass Storefronts
- F Activated Public Space

*Images above depict the architectural characteristics required within Retail/ Commercial Development Areas.

LODGING CHARACTER IMAGES





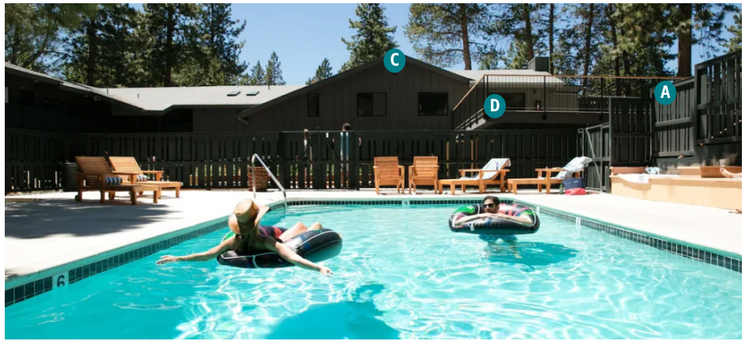














- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Gabled or Shed-Style Rooflines with Overhangs
- D Varied Facades with Porches, and Balconies
- E Large Windows
- F Native Landscaping

*Images above depict the lodging architectural characteristics required within the Lodging/Highway Commercial Development Area.

extend this same architectural language to more compact configurations. These structures will feature repeating but varied façades to avoid monotony, front porches and balconies to activate streetscapes, and pedestrian-friendly designs that encourage social interaction. Rooflines and building masses will be broken into smaller elements, ensuring that even higher-density housing retains a human-scaled, visually balanced character (See Architectural Character Images).

Commercial, Lodging, and Medium-Density Architecture (SC/HC/MR Areas)

Architecture within the commercial, lodging, and medium-density areas of STL 290 will build upon the community's mountain-inspired theme while incorporating architectural details drawn from Flagstaff's historic structures, including influences from the city's early railroad-era buildings, timber-frame lodges, and masonry storefronts. These elements will be interpreted in a contemporary manner, blending traditional craftsmanship with modern form and function to establish a timeless, regionally authentic identity.

Drawing inspiration from Flagstaff's alpine heritage and historic downtown, buildings will combine natural materials, timber, stone, and weathered steel, with clean, modern detailing to create a warm yet sophisticated architectural expression. Rooflines will incorporate a mix of low-slope and gable forms with extended overhangs, exposed structural elements, and articulated massing to establish rhythm and scale appropriate to both pedestrians and vehicles.

Exterior façades will integrate wood siding, heavy timber accents, native stone bases, and rusted metal trim, emphasizing durability, sustainability, and authenticity. Architectural detailing may include steel brackets, wood beam connections, and masonry pilasters, evoking the craftsmanship found in Flagstaff's early 20th-century architecture. Large windows and glass storefronts will activate the ground level and enhance transparency in the Commercial Village and lodge areas, creating a lively and inviting pedestrian realm.

Complementary signage, lighting, and outdoor gathering spaces will reinforce this aesthetic, extending the architectural language into the streetscape. The material palette and color scheme will draw from the natural tones of the surrounding ponderosa forest and the city's historic masonry structures, ensuring that built forms feel rooted in both the landscape and Flagstaff's cultural heritage.

Design Intent

Together, these architectural elements will create a visually unified and welcoming environment that celebrates Flagstaff's mountain and historic character while supporting the mixed-use, recreation-oriented, and community-focused vision of the STL 290 Master Plan. The result will be a distinctive, regionally authentic and environmentally responsive community that exemplifies quality design, livability, and sustainability, positioning STL 290 as Flagstaff's next generation of modern mountain living (See Architectural Character Images).

H. Outdoor Lighting

Lighting within the STL 290 Master Plan will be designed to provide safety and visibility while preserving the natural character of the site and supporting Flagstaff's long-standing commitment to dark sky protection. All lighting, across residential neighborhoods, the commercial village, lodging areas, parks, and public spaces, will follow the City's Outdoor Lighting Standards and applicable requirements of the Resource Protection Overlay (enforced by Community CC&Rs).

The lighting strategy emphasizes the use of fully shielded, downward-directed fixtures to minimize glare, limit light trespass, and reduce skyglow. Illumination levels will be calibrated to meet safety needs for pedestrians, bicyclists, and vehicles without exceeding what is necessary for functional visibility. This approach supports both community safety and the dark sky goals central to Flagstaff's identity.

Where lighting is used to highlight architectural or landscape features, it will be limited in intensity, employ warm color temperatures, and be applied thoughtfully to maintain nighttime character. Accent lighting will be used sparingly and only

in locations where it enhances wayfinding or public-realm design without compromising nighttime darkness or wildlife sensitivity.

This context-sensitive approach ensures that STL 290 remains functional and welcoming after dark while upholding the environmental values that guide development in Flagstaff. By integrating responsible lighting practices with energy-efficient technology, the lighting plan supports ecosystem health, reinforces community character, and contributes to the region's nationally recognized dark sky preservation efforts.

I. Infrastructure

The 290 Acres is located within the City's urban growth boundary and is served by City water and wastewater utilities. A Water & Sewer Impact Analysis for the Property has been prepared and approved by the City. Water, wastewater, and drainage improvements are discussed below. Necessary easements will be dedicated for public and wastewater improvements. Construction of infrastructure improvements will occur based on development and phasing.

i. Water Improvements

To support the development of the Property, several water mains and waterlines will be constructed. The water improvements are planned to be constructed in phases as the property is developed.

A 20-inch public water main is proposed to be constructed within the J.W. Powell Boulevard alignment and will extend easterly from the west boundary of the site. In the first phase of improvements, the portion of the water main extending from the west boundary of the property to the proposed roundabout will be constructed to support the planned development of Pine Canyon Expansion, or Development Area 16. Proposed Phase 2 is to construct a 20-inch waterline from the roundabout to the northeast boundary of the property.

To the south of J.W. Powell Boulevard, there will be 8-inch waterline loops that connect to the 20-inch main and serve the southern development parcels. There will be an 8-inch waterline connection to existing Pine Canyon in the Pine Canyon Expansion Area (DA16). To the north of J.W. Powell Boulevard, a 12-inch waterline is proposed within the proposed collector road extending from the roundabout to the commercial village and the remainder of the property. This 12-inch waterline will ultimately connect to proposed water improvements in the Juniper Point development.

Additional water mains are planned to be constructed within the northern parts of the Property to loop into an existing 27-inch waterline in the Bow and Arrow Wash. Offsite easements are planned to be obtained as necessary for these improvements.

ii. Reclaimed Water

It is anticipated that public reclaimed water will be necessary for the irrigation of active open space and enhanced landscape areas within the 290 Acres, through the approval of a new reclaimed water agreement. The developers of the Pine Canyon development have actively worked to reduce the community's reclaimed water needs through modern technology. It is anticipated that these upgrades to Pine Canyon's system have resulted in a 30% reduction in historical demand. The applicant plans to request of the City that they be allowed to use the resulting excess supply of reclaimed water for the future system demands within the 290 Acres as a part of the new agreement. The reclaimed water needs within the Property will also be mitigated by the benefits of the same modern technology used in Pine Canyon. The demand will be further reduced through the thoughtful application of turf and planted areas, as well as a modest system that includes surface water for storage.

The existing Rio De Flag Treatment Plant and reclaimed water main within Rio De Flag Wash are anticipated to provide the necessary reclaimed water. Easements will be obtained as needed for any offsite improvements.

iii. Wastewater

Sewer improvements are planned to be constructed in phases as the Property is developed. First, it is proposed that a public gravity 8-inch sewer line will be constructed within Pine Canyon Expansion, or Development Area 16.

A gravity sewer main is anticipated to be constructed within J.W. Powell Blvd Alignment, beginning just west of the proposed roundabout and will continue east to connect to the existing sewer in Rio De Flag.

Within the northern portion of the 290 Acres, gravity sewer mains are planned to be constructed within washes to the connect to the existing 24-inch sewer main in the Bow and Arrow Wash and the existing 42-inch sewer in Rio De Flag. Offsite easements are planned to be obtained as needed for any offsite improvements.

iv. Solid Waste

It is anticipated that solid waste disposal for the 290 Acres will be provided by the City to the Cinder Lakes Landfill. The commercial uses and travel accommodations in Development Area 5 are planned to utilize dumpster enclosures. Residential development throughout the 290 Acres may have roll out containers and curbside pick-up and/or trash dumpsters.

v. Storm Water Drainage

A drainage design strategy for the Property was determined by evaluating the downstream drainage impacts from the 290 Acre's post-development conditions. From this, a stormwater management plan was developed that prevents a significant impact to the Rio de Flag floodplain and mitigates any potential adverse impacts to Continental Lake. This will be documented within a Drainage Impact Analysis, Master Stormwater Detention Plan, and other documentation as necessary for the Property development. Any Analysis(es) and Report(s) will detail the proposed stormwater drainage and management and adherence to relevant City Codes.

J. Utilities

The Property is within the service areas for APS (electric), UniSource (gas), and CenturyLink (communications).

K. Public Services

The Flagstaff Fire Department provides fire coverage for the Property. The closest fire station is Station #6, located at 3877 South Lake Mary Road, approximately 2.5 miles from the Property.

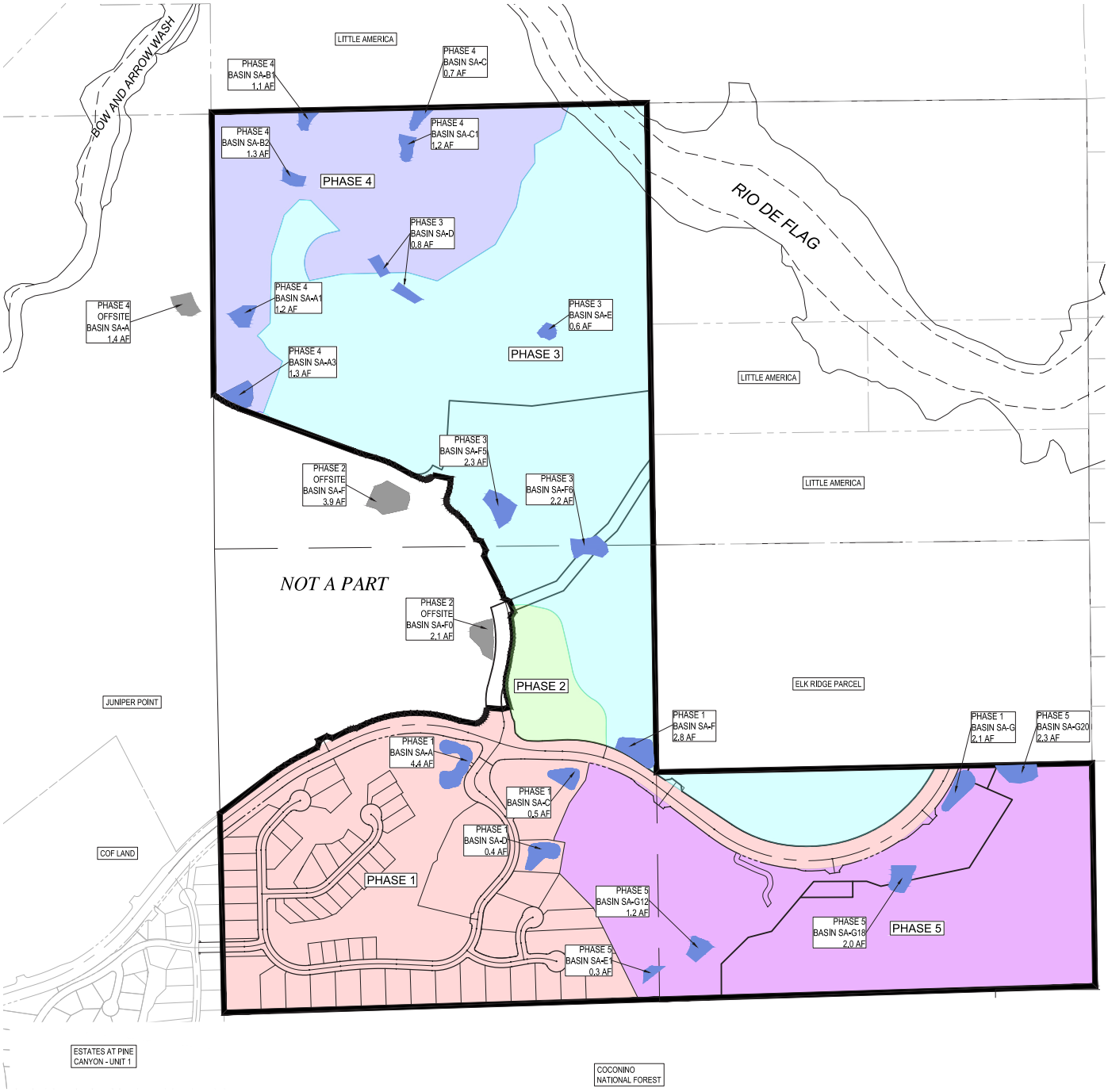
The Flagstaff Police Department will be the police protection agency for the Property.

The Property lies within the Flagstaff Unified School District. It is anticipated that any elementary age children (K-5) will attend Kinsey Elementary School, located at 1601 South Lone Tree Road. Any middle school age children (6-8) will attend Mount Elden Middle School, located at 3223 North 4th Street. The Flagstaff High School, located at 400 West Elm Avenue, will serve grades 9-12.

L. Public Transit

The STL 290 Specific Plan supports the expansion of Flagstaff's multimodal network by accommodating future public transit along both J.W. Powell Boulevard and Ponavera Boulevard. These corridors are designed with adequate right-of-way, intersection geometry, and pedestrian infrastructure to support future Mountain Line bus routes or equivalent transit services.

Higher-density residential and mixed-use areas are strategically located along Ponavera Boulevard and within the S12 Activity Center to create a ridership base and promote transit viability. Internal street and trail connections ensure all neighborhoods are within walking distance of potential transit stops.



LEGEND

PHASE 1	STORAGE BASIN
PHASE 2	OFFSITE BASIN
PHASE 3	
PHASE 4	
PHASE 5	

WOOD PATEL

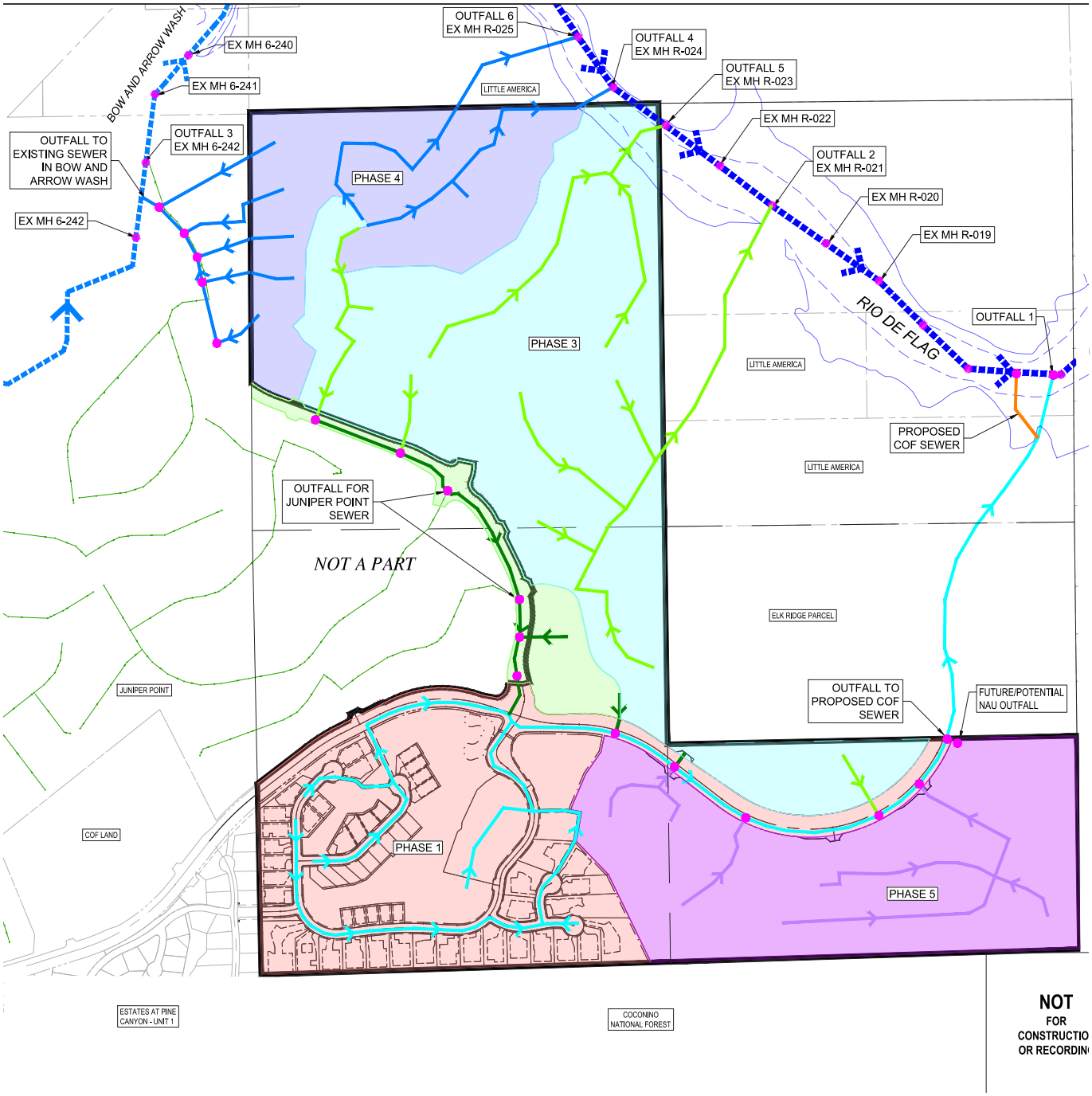
STL 290

DRAINAGE STRATEGY EXHIBIT

DATE	6/26/2026	SCALE	1" = 300'	SHEET	1 OF 1
JOB NO	225329	DESIGN		DRAWN	

Z:\2022\225329\Dwg\Exhibits\Zoning\Rezoning Exhibits\STL 290- Drainage Strategy Map.dwg

DRAINAGE STRATEGY MAP



WASTEWATER STRATEGY MAP

As development progresses, coordination with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) will identify stop locations and design features such as shelters, crossings, and pull-outs. This forward-planning approach ensures STL 290 remains transit-ready, supporting reduced vehicle reliance and advancing the Regional Plan's goals for sustainable, connected growth.

M. Wildfire Reduction and Forested Open Space Management

STL 290 incorporates a proactive, site-wide wildfire mitigation strategy to ensure that the preserved forested open space, whether clustered, linear, or connected, remains an asset rather than a hazard. All natural open space tracts will be HOA-managed, enabling consistent long-term stewardship, routine fuel management, and oversight of vegetation conditions. Mitigation practices will include selective thinning, removal of ladder fuels, maintenance of defensible-space zones near homes and structures, and ongoing monitoring in coordination with best-practice guidance from local fire authorities. Open space corridors are intentionally designed with breaks, trail alignments, and landscape transitions that limit continuous fuel lines while preserving ecological function. Together, these measures ensure that the development's integrated forested open space network remains healthy, resilient, and compatible with community wildfire-safety objectives.

N. Construction Logistics

During construction, the contractor will utilize Best Management Practices, and/or required erosion control measures will be installed, inspected, and approved by the City of Flagstaff before clearing and grubbing or any other work activities to control stormwater runoff. Dust control measures will be in place to maintain air quality during each construction phase, such as the use of reclaimed water for dust suppression.

O. Phasing

When considering phasing, it's important to look at the property as an entire master plan, not just in terms of the rezone area. The commercial center, as well as Ponavera Boulevard, will be developed as the Second Phase (development areas 13 (2B), Ponavera Boulevard(2A)). Development of the residential area to the east of the Commercial site, as well as the lodging area, will follow as Phase Three (development areas 4, 5, 6, 7, 8 9, 10, 11 and 12). Phase Four will include residential parcels in the northern portion of the property (development areas 1, 2, and 3). And finally, Phase Five will consist of the southeasternmost portion of the property (development areas 17, 18, 19, and 20). Development plans for each phase(s) will be submitted to the City for review to ensure proper and orderly development. See below for the anticipated Phasing.

Phase 1

- JWP Roadway and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)
- Development Area 16 - Residential Homes, Golf Course and Associated Amenity Facilities
- Development Area 14 - Residential Homes (PRD Housing Mix) and 0.80-acres Common Space.
- Development Area 15 - Residential Homes (PRD Housing Mix) and 0.54-acres Common Space.

Phase 2A

- Ponavera Boulevard and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)

Phase 2B

- Development Area 13 - Commercial Center (PRD Housing Mix)
- Plaza Park and Internal Neighborhood Trails (PRD Recreational Amenities: multi-use outdoor plaza, shade structure, seating areas, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)

Phase 3

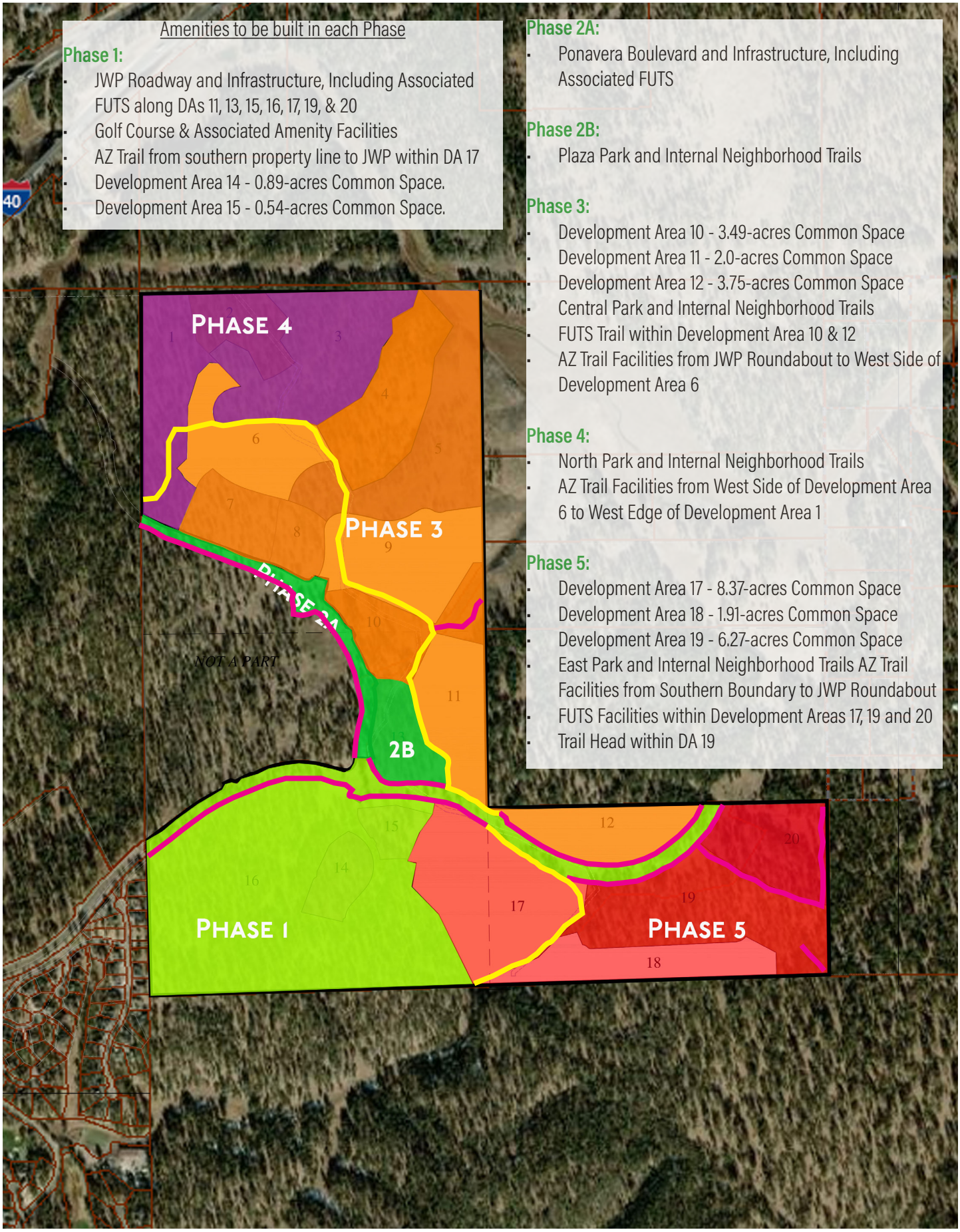
- Development Area 5 - Lodge Development
- Development Area 4 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 6 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 7 - Residential Homes (PRD Housing Mix)
- Development Area 8 - Residential Homes (PRD Housing Mix)
- Development Area 9 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 10 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 3.49-acres Common Space
- Development Area 11 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 2.0-acres Common Space
- Development Area 12 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 3.75-acres Common Space
- Central Park and Internal Neighborhood Trails (PRD Recreational Amenities: multi-use recreation fields, sports court, shade structure, play equipment, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections, seating areas, signage)
- FUTS Trail within Development Area 10 (PRD Enhanced Pedestrian Environment): multi-use trail connections, signage)
- AZ Trail Facilities from JWP Roundabout to West Side of Development Area 6 (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)

Phase 4

- Development Area 1 - Residential Homes (PRD Housing Mix)
- Development Area 2 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 3 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- North Park and Internal Neighborhood Trails (PRD Recreational Amenities: Shade structure, single-tract bike paths with jumps, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- AZ Trail Facilities from West Side of Development Area 6 to West Edge of Development Area 1 (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)

Phase 5

- Development Area 17 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 8.37-acres Common Space
- Development Area 18 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and1.91-acres Common Space
- Development Area 19 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 6.27-acres Common Space
- Development Area 20 - Commercial Center
- East Park and Internal Neighborhood Trails (PRD Recreational Amenities: Recreational Fields, kids play areas, shade structure, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- AZ Trail Facilities from Southern Boundary to JWP Roundabout (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)
- FUTS Facilities within Development Areas 12, 17, 19 and 20 (PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- Trail Head (PRD Enhanced Pedestrian Environment: vehicular and bike parking, trail connections, signage, information)



Amenities to be built in each Phase

Phase 1:

- JWP Roadway and Infrastructure, Including Associated FUTS along DAs 11, 13, 15, 16, 17, 19, & 20
- Golf Course & Associated Amenity Facilities
- AZ Trail from southern property line to JWP within DA 17
- Development Area 14 - 0.89-acres Common Space.
- Development Area 15 - 0.54-acres Common Space.

Phase 2A:

- Ponavera Boulevard and Infrastructure, Including Associated FUTS

Phase 2B:

- Plaza Park and Internal Neighborhood Trails

Phase 3:

- Development Area 10 - 3.49-acres Common Space
- Development Area 11 - 2.0-acres Common Space
- Development Area 12 - 3.75-acres Common Space
- Central Park and Internal Neighborhood Trails
- FUTS Trail within Development Area 10 & 12
- AZ Trail Facilities from JWP Roundabout to West Side of Development Area 6

Phase 4:

- North Park and Internal Neighborhood Trails
- AZ Trail Facilities from West Side of Development Area 6 to West Edge of Development Area 1

Phase 5:

- Development Area 17 - 8.37-acres Common Space
- Development Area 18 - 1.91-acres Common Space
- Development Area 19 - 6.27-acres Common Space
- East Park and Internal Neighborhood Trails AZ Trail Facilities from Southern Boundary to JWP Roundabout
- FUTS Facilities within Development Areas 17, 19 and 20
- Trail Head within DA 19

PHASING MAP

P. Workforce Housing Contribution

The proposed rezoning supports the City of Flagstaff's housing goals by expanding the overall supply and diversity of market-rate housing within the community. Although the project does not include deed-restricted affordable units, the range of housing types anticipated within STL 290, including smaller single-family homes, townhomes, condominiums, duplexes, attached units, and for-rent housing options, provides attainable options that are well-suited to a broad segment of the local workforce.

These housing formats typically offer lower price points than traditional detached homes due to their size, shared infrastructure, and efficient land utilization. As a result, they help address the segment of the housing market most affected by Flagstaff's current shortage: households that do not qualify for subsidized housing yet face limited opportunities to secure housing within the City.

By increasing the supply of both for-sale and for-rent market-rate homes, the project contributes to improved overall housing attainability, reduces competitive pressure on existing units, and supports a more balanced and resilient housing market. The inclusion of housing near future commercial and employment areas within STL 290 further enhances long-term affordability by reducing transportation costs and improving access to jobs, services, and amenities.

Taken together, the rezoning advances the City's objectives for housing supply, workforce stability, and sustainable community development by providing a diversified mix of attainable market-rate housing options within a well-planned and interconnected master-planned environment.

Q. Sustainable Building Practices

The STL 290 Master Plan, spanning the R1 Residential areas as well as the Commercial, Lodging, and Medium-Density districts, promotes practical, market-feasible sustainable building strategies that support the City's energy and climate objectives. The plan emphasizes compact land use, multimodal access, and widely adopted construction practices that reduce energy consumption while enabling long-term renewable energy compatibility across the community.

Transportation-Related Energy Reduction

Reducing energy demand associated with mobility is a main component of STL 290's sustainability approach. The plan incorporates:

- EV-ready infrastructure in select residential and commercial areas, enabling residents and tenants to install charging equipment as desired.
- Micromobility-supportive features, including short-term bike parking and bicycle storage integrated into multifamily developments.
- A continuous pedestrian and bicycle network that offers safe, comfortable alternatives to short vehicle trips and connects homes to parks, commercial areas, lodging, and regional trails.

These elements support a walkable land-use pattern that reduces reliance on fossil-fuel-based transportation and complements the City's broader multimodal mobility goals.

Building Efficiency and Weatherization

All buildings within STL 290 will be constructed in compliance with current building codes, which establish robust baseline energy-performance standards. In addition, the development will utilize common, cost-effective efficiency measures such as:

- Optimized site orientation to improve passive solar performance;
- Strategic daylighting and shading techniques;

- Code-required air sealing;
- High-efficiency building envelopes;
- Proper insulation and duct sealing; and
- Window and material specifications appropriate for Flagstaff's climate.

While the plan does not require all-electric buildings, builders will have the flexibility to select energy systems that meet code performance standards, whether traditional gas-fired systems, high-efficiency furnaces, or emerging heat-pump technologies. Cold-climate heat pumps may be used where feasible, offering an efficient option without mandating a single technology or raising construction costs.

Typical industry-standard equipment, such as Energy Star® appliances, water heaters, and HVAC systems, will be incorporated throughout residential, commercial, and lodging buildings based on availability and builder preference.

The project will also encourage the use of widely available low-carbon construction materials, including engineered wood products, advanced framing techniques, recycled-content materials, and concrete mixes designed to reduce embodied carbon, all without requiring specialty or proprietary products.

Water Efficiency and Plumbing Standards

Plumbing fixtures meeting WaterSense-equivalent performance will be used throughout STL 290 to support water conservation goals. These readily available fixtures reduce indoor water demand, complementing the community's energy-efficiency efforts by lowering hot-water usage and associated energy consumption.

Solar-Ready Building Design

Buildings across STL 290 will incorporate solar-ready features, such as structural load capacity and conduit pathways that enable future photovoltaic installation. While solar deployment is not required, this approach allows homeowners, commercial tenants, and lodging operators to adopt small-scale renewable energy systems over time as technology prices evolve. This future-ready posture supports long-term energy independence and aligns with the City's emphasis on expanding renewable energy use at the local level.

Energy Efficiency Through Housing Diversity

The plan's Missing Middle and Medium-Density neighborhoods include a range of attached housing types, townhomes, duplexes, triplexes, condominiums, and garden-style apartments. Attached homes naturally reduce energy loss through shared walls and produce lower per-unit heating and cooling demands. This housing mix provides both attainable ownership options and energy-efficient living environments consistent with the Master Plan's sustainability goals.

R. Project Benefit to Public & Community

The STL 290 Master Plan, including both the R1 Missing Middle Residential Rezone and the Commercial, Lodging, and Medium-Density Rezone, represents a thoughtfully integrated vision for a dynamic, sustainable, and livable community that aligns with the City of Flagstaff's growth policies, Regional Plan goals, and long-term community objectives.

Situated within the City's established Urban Growth Boundary, the plan transforms underutilized State Trust Land into a vibrant, well-connected neighborhood that combines housing, lodging, retail, and recreation in a forested, accessible setting. Through compact design, environmental stewardship, and strategic infrastructure investment, STL 290 leverages the full potential of the site to create meaningful and lasting public value.

The Master Plan emphasizes smart growth, walkability, and community cohesion by clustering development in appropriate areas, preserving open space, and connecting people to nature and services. The result is a development pattern that is physically suitable, environmentally responsible, and socially beneficial, enhancing quality of life for both current and future residents.

Key Public Benefits

Revitalization of Underutilized Land

Transforms currently undeveloped property within Flagstaff's designated Urban Growth Boundary into a productive, mixed-use community that balances housing, tourism, and open space in a sustainable manner.

Creation and Expansion of Housing Opportunities

Adds up to 1,312 new housing units across all 20 Development Areas (including between 315-721 R1 missing-middle homes and 280-554 medium-density units) that offer diverse options for families, professionals, and retirees. The housing is designed with proximity to parks, trails, shops, and services, advancing Flagstaff's goals for housing affordability and accessibility.

Tourism and Economic Development

Establishes a destination lodge and commercial village that support eco-tourism, outdoor recreation, and local entrepreneurship. These uses contribute to Flagstaff's economic vitality by creating jobs, strengthening the visitor economy, and enhancing the city's reputation as a recreation-oriented destination.

Investment in Public Infrastructure

Delivers nearly 10,000 linear feet of new roadway, trail, and utility infrastructure, including the extension of John Wesley Powell Boulevard and Ponavera Boulevard, along with regional trail connections and Arizona Trail realignment. These improvements expand access, strengthen regional mobility, and benefit the broader Flagstaff community.

Smart Growth and Clustered Development

Implements a compact and clustered development pattern that reduces land disturbance, conserves open space, and promotes walkability. This pattern concentrates higher-intensity uses near transportation corridors and activity centers, reducing sprawl and improving efficiency of public services.

Sustainable Transportation and Reduced Emissions

Locates higher-density housing and commercial uses near major corridors to encourage multi-modal travel, reduce reliance on personal vehicles, and lower greenhouse gas emissions through walkability, transit-readiness, and trail connectivity.

Creation of a Community Activity Center

Establishes a vibrant, year-round Commercial Village with parks, plazas, and civic spaces that activate the commercial and lodging core. These spaces support outdoor dining, markets, events, and recreation, strengthening the sense of place and

community identity.

Environmental Stewardship and Low-Impact Design

Preserves significant open space, native vegetation, and natural drainageways through resource-sensitive planning and use of permeable surfaces. The plan integrates sustainable design practices, including water-efficient landscaping, dark-sky compliant lighting, and forest fire defensible zones, to protect the region's ecological integrity.

By combining missing middle housing, mixed-use vitality, and environmental preservation, the STL 290 Master Plan delivers a balanced and forward-looking model for growth, one that meets Flagstaff's housing and economic needs while honoring its forested landscape and small-town character.

S. Findings For Zoning Map Amendment

Per Section 10-20.50.040, an amendment to the Zoning Map may be approved by the City Council only if all of the following findings are made:

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and

The proposed amendment is consistent with and conforms to the goals of the Flagstaff Regional Plan 2030, and the accompanying STL 290 Specific Plan (which replaces 18.10 with 18 A-E), as described in detail in Section III of this narrative and the Appendix.

The subject property lies within the Urban Growth Boundary, an area explicitly designated for responsible, well-planned expansion, and carries a Suburban Land Use classification under the Regional Plan. This designation supports a mix of uses and neighborhood-scaled development that balance housing, recreation, and employment opportunities.

The STL 290 Master Plan advances these objectives by creating a compact, mixed-use, and walkable community that integrates single-family, medium-density, and missing-middle housing with commercial services, visitor lodging, and extensive open space. The development pattern clusters higher-intensity uses along the John Wesley Powell Boulevard and Ponavera Boulevard corridors, consistent with the Regional Plan's guidance for efficient infrastructure investment, reduced vehicle dependency, and sustainable growth.

Collectively, the project contributes up to 1,312 housing units, including between 315-721 missing-middle homes within the R1 areas and between 280-554 medium-density units within the medium density and mixed-use zones. The plan directly supports Flagstaff's housing goals by increasing diversity of housing types near jobs, recreation, and services while preserving the forested character that defines the region.

In addition, the commercial village and destination lodge components fulfill the Regional Plan's objectives for economic development, tourism, and the creation of vibrant activity centers that serve both residents and visitors. The result is a development that aligns with the City's long-term vision for a balanced, resilient, and well-connected community.

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and

The proposed Zoning Map Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. On the contrary, it will enhance the public good by delivering critical housing, infrastructure, and economic investment in accordance with the goals of the Regional Plan.

The STL 290 development introduces a balanced land use pattern that integrates housing, commercial services, and lodging into a connected and walkable framework. This mix supports local job creation, encourages active transportation, and

provides community access to recreation and open space, fostering a more complete, livable neighborhood.

The project also extends key public infrastructure to an area currently lacking such services. Specifically, it provides approximately 4,972 linear feet of new roadway, trail, and utility infrastructure within an arterial corridor, and another 4,519 linear feet within a collector corridor, including regional trail connections and Arizona Trail realignment. These improvements benefit not only the STL 290 community but also support future growth and housing opportunities in the surrounding area.

By strategically locating higher-density housing and commercial uses along major corridors, STL 290 also helps reduce vehicle trips and emissions, supporting Flagstaff's climate action and sustainability goals while improving accessibility for residents and visitors alike.

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

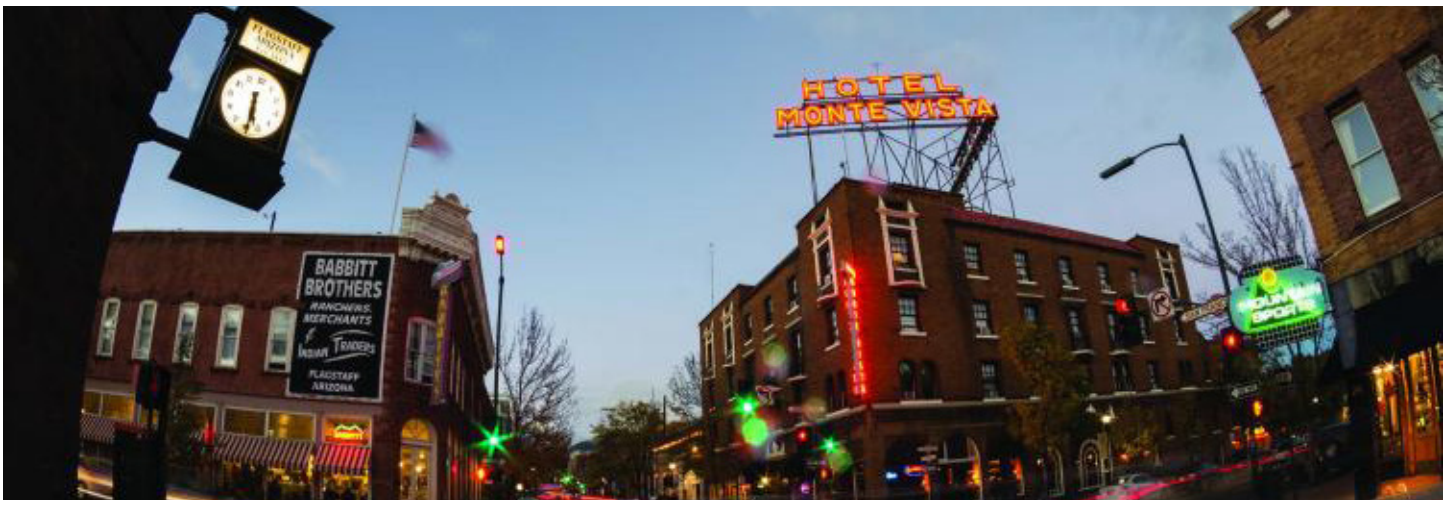
The affected site is physically suitable in terms of design, location, shape, size, and operating characteristics, and is adequately served by existing and planned public and emergency services. The development area provides for safe and efficient access for fire, medical, and police services and will be fully supported by City-standard utilities, including potable water, wastewater collection and treatment, storm drainage, and solid waste management.

The site's configuration, topography, and adjacency to major roadways make it particularly appropriate for the planned mix of residential, commercial, and recreational uses. The project will not endanger or jeopardize surrounding properties or infrastructure. Instead, it will strengthen the area's connectivity and overall functionality through the extension of John Wesley Powell Boulevard and Ponavera Boulevard.

All proposed development within STL 290 will meet or exceed applicable City standards and codes, including those governing resource protection, slope management, stormwater design, and dark-sky lighting.

<u>Conclusion</u>

Based on the findings required under Section 10-20.50.040, the STL 290 Zoning Map Amendment, including both the R1 Missing-Middle Rezone and the SC/HC/MR Mixed-Use Rezone, meets all applicable criteria for approval. The amendments are consistent with adopted City policies, advances the goals of the Regional and Specific Plans, and provide substantial public benefits through sustainable design, housing diversity, infrastructure investment, and environmental stewardship.



T. Conclusion

The City of Flagstaff is entering a pivotal period of coordinated growth and long-range planning. With both the Flagstaff Regional Plan 2045 and the J.W. Powell Boulevard Public Infrastructure and Facilities Specific Plan advancing toward key milestones, the groundwork is being laid for a more connected, resilient, and livable city. These foundational initiatives establish clear priorities in land use, housing, transportation, and infrastructure, unlocking new opportunities for responsible, well-planned development.

In alignment with these city-led efforts, Symmetry Companies, in partnership with Capstone Homes, proposes the STL 290 Specific Plan and companion rezoning for approximately 290 acres—including 139 acres of R1 Missing-Middle Residential and 72.14 acres of Commercial, Lodging, and Medium-Density Residential uses. Together, these areas form a thoughtfully designed mountain community that builds on Flagstaff's natural setting and the City's investment in strategic regional planning.

The STL 290 Master Plan establishes a framework for compact neighborhoods, diverse and attainable housing options, integrated commercial and lodging areas, and a robust network of parks, trails, and open spaces. The plan reflects Flagstaff's vision for sustainability, affordability, and multimodal connectivity—reducing dependence on personal vehicles, preserving critical environmental resources, and fostering a stronger sense of community identity.

By aligning closely with the Regional Plan and City infrastructure priorities, STL 290 represents responsible, future-ready growth—a model for how Flagstaff can accommodate its housing and economic needs while maintaining the environmental quality and mountain character that define the region.

Approval of this rezoning will not only advance the City's goals for sustainable and balanced development but will also deliver a vibrant, enduring neighborhood that enhances Flagstaff's quality of life for generations to come.





APPENDIX A - Regional Plan Compliance

Specific goals and policies of the Regional Plan that are achieved through this rezoning include:

Environmental Planning & Conservation (2030)

- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1. Encourage the reduction of energy and material consumption.

Response: The STL 290 Master Plan supports the City's energy and climate goals by shaping a community framework that naturally reduces emissions and promotes efficient, climate-responsive development. The project's land use pattern, bringing homes, lodging, recreation, and neighborhood-serving commercial uses into walkable proximity, significantly decreases reliance on vehicle travel and supports multimodal mobility through connected streets, trails, and EV-ready infrastructure. These design strategies help lower transportation-related emissions while expanding access to active transportation options.

Building performance across STL 290 will reflect contemporary construction standards that already achieve substantial energy efficiency gains, including high-performing building envelopes, modern insulation requirements, and efficient mechanical systems. Additional industry-standard practices such as thoughtful building orientation, strategic shading, daylighting, and solar-ready design further enhance long-term energy performance without imposing specialized technologies. The plan accommodates flexible heating, cooling, and appliance choices, ensuring builders can use widely available high-efficiency equipment in a manner that balances affordability and sustainability.

Material selection and water-efficient fixtures will follow common low-carbon and WaterSense-equivalent practices now widespread in residential and commercial construction, helping reduce resource consumption while maintaining design flexibility. The community's mix of housing types, including a significant proportion of attached homes, supports energy goals by naturally reducing energy loss and creating more efficient building forms.

Collectively, these strategies advance the City's sustainability objectives through practical, proven, and market-feasible approaches that integrate multimodal access, modern construction practices, and climate-responsive community design into the fabric of STL 290 (see Energy Goals and Policies below for more information).

- Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
- Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

The STL 290 Master Plan supports the City's resilience and climate adaptation goals by creating a community form that responds thoughtfully to Flagstaff's evolving environmental conditions. Through its land use structure, open space network, and climate-responsive design principles, the project strengthens the community's capacity to adapt to climate-related hazards while ensuring that the benefits of resilience measures are shared broadly among future residents, workers, and visitors.

In alignment with Goal E&C.3, the plan incorporates a balanced distribution of housing types, accessible mobility options, and connected recreational areas that support a healthy, adaptable community structure. The integration of extensive open space, including forested areas, drainage corridors, and trail systems, contributes to wildfire risk reduction, stormwater management, and heat-mitigation functions that are essential to long-term resilience in a warming climate. These features naturally support the residents who may be most affected by climate impacts by providing safe, shaded pedestrian routes, access to nature, and a built environment designed to moderate extreme conditions.

Consistent with Policy E&C.3.1, the master plan provides a proactive framework for minimizing climate-related hazards through strategic site planning and resource conservation. Street alignments and development footprints

are positioned to avoid steep slopes, preserve riparian areas, and maintain mature ponderosa pine stands that contribute to slope stability, cooling, and habitat continuity. The project's clustered development approach reduces exposure to wildfire risk by limiting fragmentation of the landscape and retaining large tracts of natural vegetation that serve as buffers and fuel breaks. These strategies complement modern construction requirements and emergency access planning, creating a safer development pattern that anticipates long-term environmental change.

By combining compact neighborhood design, preserved natural systems, and flexible infrastructure that can evolve with emerging technologies, STL 290 contributes to a more resilient community while supporting equitable access to safe housing, recreation, and mobility choices. The result is a development that not only responds to current climate conditions but is designed to remain adaptable, inclusive, and sustainable well into the future.

Through participation in the City of Flagstaff's Resource Protection Pilot Program, this application advances development approaches that promote forest stewardship and contribute to a more wildfire-resilient community.

- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Policy E&C.5.3. Continue to enforce dark sky ordinances.

Response: STL 290 Master Plan, including both the R1 Residential and Commercial, Lodging, and Medium-Density areas, will implement stringent dark-sky lighting standards. Given the Property's proximity to both the Lowell Observatory and the U.S. Naval Observatory, all lighting will comply with the City's Outdoor Lighting Code (enforced by Community CC&Rs).

Symmetry Companies recognizes that Flagstaff's dark skies are a defining natural, economic, and cultural resource and that their preservation is central to the City's identity as the world's first International Dark Sky City. Reducing light pollution also contributes to energy efficiency and overall environmental health. To this end, all lighting will utilize fully shielded, low-spectrum fixtures consistent with Flagstaff's Outdoor Lighting Code, minimizing glare and light trespass while preserving dark sky conditions.

This careful approach ensures that illumination will enhance safety and visibility while preserving the nocturnal environment. Where accent lighting is used, it will highlight architectural or landscape features in subtle, energy-efficient ways that respect the surrounding forest and night sky.

- Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal communities diversity across all land ownerships in the Flagstaff region.
- Policy E&C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.
- Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- Policy E&C.6.4. Support collaborative efforts to return local native vegetation, channel structure and, where possible and applicable, preservation and restoration of in-stream flows to the region's riparian ecosystem.
- Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

Response: The STL 290 Master Plan has been intentionally shaped to protect, maintain, and enhance the ecological systems that define the site's mature ponderosa pine landscape. The plan's development pattern prioritizes forest-sensitive design, retention of natural topography, and preservation of drainageways and wildlife movement areas, core components of ecosystem health in the Flagstaff region.

Consistent with Policy E&C.6.2, the master plan supports forest ecosystem restoration and catastrophic fire risk reduction by concentrating development in the most suitable areas and retaining large, continuous stands of ponderosa pine. This pattern reduces fragmentation, maintains natural fuel breaks, and provides opportunities for ongoing forest stewardship practices that improve forest structure and reduce wildfire hazards over time. Roadway alignments and open space corridors work together to create defensible spaces and landscape transitions that complement regional fire management strategies.

In alignment with Policy E&C.6.3, the plan promotes the conservation of diverse ecosystem types by maintaining natural drainage channels, protecting riparian vegetation

where present, and ensuring that wildlife corridors remain functional across the site. These features sustain habitat continuity for native plant and animal communities and reinforce the ecological integrity of the surrounding forest matrix.

Supporting Policy E&C.6.4, the STL 290 plan maintains the natural form and function of existing drainageways, which are preserved as open space corridors and integrated into the site's trail network and stormwater approach. By avoiding unnecessary channel modification and protecting the vegetation associated with these features, the plan contributes to the long-term health of riparian systems and helps sustain hydrologic patterns important to downstream environments.

In accordance with Policy E&C.6.8, areas that require disturbance for development or infrastructure will be replanted with native, drought-tolerant, or edible species drawn from the City's approved plant lists. Landscaping will follow xeriscape principles to reduce water demand, restore natural character, and blend new development seamlessly into the surrounding forested landscape.

Together, these strategies ensure that STL 290 advances the Regional Plan's goals for ecosystem protection, biodiversity, and climate resilience. By aligning development footprints with ecological constraints and emphasizing thoughtful stewardship, the project demonstrates how environmentally sensitive planning can sustain and enhance the natural systems that define Flagstaff's identity.

- Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.
- Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

The STL 290 Master Plan places environmentally sensitive lands at the center of its design approach. Development areas are organized around the site's natural assets, including ponderosa forests, drainage corridors, and areas of steeper terrain, ensuring that these features guide the land use pattern. In support of Goal E&C.7, the plan preserves significant open space networks that maintain habitat continuity and the site's natural visual character.

Consistent with Policy E&C.7.1, building footprints and roadway alignments have been sited to minimize grading and disturbance, following existing landforms wherever feasible. Natural drainageways are retained as open space and ecological corridors, reducing alteration of topography while enhancing stormwater function and overall resilience. This design approach ensures that development blends into the landscape and protects the distinctive natural features that define the Flagstaff region.

- Goal E&C.9. Protect soils through conservation practices.
- Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.

The STL 290 Master Plan incorporates conservation-minded development practices that protect soils and maintain the site's natural stability. By organizing neighborhoods around existing landforms, drainage corridors, and forested areas, the plan minimizes the footprint of disturbance and reduces the need for extensive grading. Large open space areas are preserved in their natural condition, helping maintain soil structure, vegetation cover, and watershed function.

Consistent with Policy E&C.9.2, construction activities will follow widely used best practices to limit soil compaction, erosion, and vegetation loss. These measures include restricting disturbance to designated building envelopes, maintaining protective fencing around retained trees and natural features, and implementing erosion-control methods appropriate to Flagstaff's climate and topography. Together, these strategies ensure that development occurs in a manner that protects soil resources, promotes long-term landscape stability, and supports the ecological health of the surrounding environment.

- Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystems processes, and wildlife movement areas throughout the planning area.
- Policy E&C.10.2. Protect, conserve, and when possible enhance and restore wildlife habitat on public land.
- Policy E&C.10.3. Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other

development, etc.
- Policy E&C.10.6. Conserve and restore important wildlife corridors throughout the planning area to allow wildlife to find suitable habitat in the face of climate change by moving along vegetational and elevational gradients.

The STL 290 Master Plan has been structured to preserve the ecological systems and wildlife functions that define the site and surrounding region. By concentrating development in the most suitable areas and retaining expansive forested open spaces and drainage corridors, the plan protects habitat quality and maintains the natural processes that indigenous wildlife depend on.

Consistent with Policy E&C.10.2, the preserved natural areas within STL 290, particularly mature ponderosa pine stands and connected open space corridors, support ongoing habitat conservation efforts and maintain the ecological integrity of the broader forest landscape. These areas function as stable habitat patches within the development pattern, helping sustain local wildlife populations.

In alignment with Policy E&C.10.3, the plan avoids sensitive and uncommon habitats such as riparian features, ephemeral drainages, and areas with unique vegetation or soil characteristics. These resources are incorporated into the open space network rather than disturbed by construction, maintaining hydrologic function and protecting the physical conditions essential to the region's plant and wildlife communities.

Supporting Policy E&C.10.6, STL 290 maintains and enhances wildlife movement opportunities by preserving continuous greenway corridors along natural drainageways and forested terrain. These connections allow wildlife to move across vegetational and elevational gradients, supporting adaptation to changing environmental conditions and ensuring access to suitable habitat over time.

Together, these design strategies ensure that STL 290 contributes to the long-term protection of wildlife habitat, movement corridors, and ecological processes while integrating sensitive, forest-informed development into the Flagstaff landscape.

Open Space (2030)

- Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
- Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- Policy OS.1.5. Integrate open space qualities into the built environment.

Response: The STL 290 Master Plan, including both the R1 Residential and Commercial, Lodging, and Medium-Density areas, has been intentionally designed to integrate a comprehensive system of parks, trails, and open spaces that preserve natural features while connecting residents, visitors, and recreation destinations. This network forms the backbone of the community, linking neighborhoods to parks, commercial areas, and regional trail systems such as the Arizona Trail.

The open space framework serves multiple purposes: it protects wildlife corridors and ecological systems, provides non-motorized connectivity across the development, and creates meaningful places for interaction with the natural environment. Residents will have safe, convenient access to walking, biking, and running routes, as well as shaded seating areas and natural preserves designed to encourage outdoor activity and wellness.

Beyond recreation, these spaces promote community health, social connection, and environmental resilience. They support regular physical activity, helping to reduce chronic health risks such as heart disease and obesity, while also fostering mental well-being through exposure to nature. Trails and parks act as shared social spaces where neighbors can meet, recreate, and engage in community life, strengthening the sense of belonging and place.

In keeping with the Regional Plan's vision, STL 290 integrates open space qualities directly into the built environment, ensuring that every neighborhood has easy access to nature, views, and quiet reflection. The result is a development pattern that balances growth with conservation, access with protection, and community vitality with ecological integrity, a model of sustainable open space integration for Flagstaff's future.

Water Resources (2030):

- Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment

through sustainable and renewable water resources and strategic conservation measures.
- Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Response: The STL 290 Master Plan, encompassing both the R1 Residential and Commercial, Lodging, and Medium-Density areas, is designed to support sustainable water resource management through the use of renewable, reclaimed, and low-impact systems. It is anticipated that public reclaimed water will be necessary for the irrigation of active open space and enhanced landscape areas within the 290 Acres, through the approval of a new reclaimed water agreement. The applicant plans to request of the City that they be allowed to use the excess supply from Pine Canyon as a part of the new agreement.

By integrating reclaimed water into the landscape irrigation network and designing for rainwater harvesting opportunities where practical, the project helps ensure a resilient and sustainable long-term water supply. These strategies directly align with the Regional Plan's goals for water efficiency and conservation, demonstrating responsible water stewardship in a region where water sustainability is a defining priority.

- Goal WR.5 Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
- Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

Response: The stormwater and watershed management approach within STL 290 emphasizes natural hydrology, infiltration, and ecological balance. Trails and pedestrian pathways have been designed with permeable, low-impact materials that promote infiltration and reduce erosion. Routing has been carefully planned to follow natural landforms, preserve mature trees where feasible, and maintain existing drainage corridors, while integrating safe, scenic public access to nature.

These corridors function as ecological greenways, supporting wildlife movement and continuity of natural landscape features across the site. They also provide opportunities for watchable wildlife, environmental education, and low-impact recreation, blending watershed management with community amenities.

Through its use of reclaimed water, permeable surfaces, and natural stormwater systems, STL 290 exemplifies Flagstaff's commitment to sustainable water management—balancing human needs with environmental protection and advancing the City's long-term vision for responsible, climate-conscious growth.

Energy (2030):

- Goal E.1. Increase energy efficiency.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- Goal E.2. Expand production and use of renewable energy.
- Policy E.2.1. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.
- Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.

Response: The STL 290 Master Plan, including the R1 Residential and the Commercial, Lodging, and Medium-Density areas, supports the City's energy and sustainability objectives through compact land use, multimodal connectivity, and industry-standard building practices. Together, these strategies directly advance Goal E.1 and Policy E.1.4 by promoting cost-effective, energy-efficient design, while also creating long-term capacity for renewable energy consistent with Goal E.2, Policy E.2.1, and Policy E.2.4.

Transportation and Emissions Reduction

To reduce transportation-related emissions in a manner consistent with widely adopted national development practices, STL 290 residential, and commercial developments will incorporate (Supports Goal E.1 & Policy E.1.4 by reducing energy demand from mobility):

- EV-ready infrastructure in select residential and commercial areas, allowing future residents or tenants to install charging equipment when desired;
- Micromobility-supportive features, such as short-term bike parking and storage space within multifamily buildings; and
- A continuous pedestrian and bicycle network that provides safe alternatives to short vehicle trips.

STL 290 is designed around a walkable street hierarchy, providing direct and intuitive pedestrian and bicycle routes to commercial, lodging, parks, and trail systems. The

project integrates FUTS-aligned trail corridors, multimodal pathways, and street designs that accommodate future transit service, supporting reduced vehicle dependence and aligning with regional mobility goals.

Building Efficiency and Weatherization

All buildings within STL 290 will follow current building code requirements, which already mandate baseline energy performance measures, including insulation standards, efficient windows, and mechanical equipment sizing. Typical industry-standard approaches such as optimized building orientation, daylighting, and appropriate shading strategies, will further reduce energy loads (Directly supports Goal E.1 and Policy E.1.4).

Applicable to all buildings within STL290, weatherization and efficiency will be met primarily through:

- Code-required air sealing,
- High-efficiency building envelopes,
- Proper insulation and duct sealing, and
- Window and material selections consistent with regional climate needs.

The plan does not commit to all-electric buildings. Instead, STL 290 will allow builders flexibility to select energy systems that comply with adopted codes and meet performance expectations, accommodating both traditional and emerging technologies as the market continues to evolve.

Builders are encouraged to utilize high-efficiency furnace and cooling systems, heat pump technologies, or other conventional equipment appropriate for Flagstaff's climate. Cold-climate heat pumps may be used where feasible, but are not required, ensuring affordability and product availability.

Applicable to all buildings within STL290, Energy Star–rated appliances, water heaters, and HVAC systems will be implemented throughout the STL 290 Master Plan, though specific selections will be made by builders based on market availability, technology improvements, and buyer preferences.

The project anticipates the use of conventional, widely available low-carbon materials, such as engineered wood products, advanced framing systems, recycled-content materials, and concrete mixes that meet current environmental performance standards. No specialty carbon-storage materials are required.

Applicable to all buildings within STL290, plumbing fixtures that meet WaterSense equivalent performance, will be utilized to support water conservation goals without requiring specialized products (Supports Goal E.1: cost-effective efficiency & reduced embodied energy).

All commercial and multi-family buildings within STL 290 will incorporate solar-ready design, including structural load capacity and conduit pathways that allow for future photovoltaic installation. While solar panels are not required, this approach enables homeowners, businesses, and lodging operators to adopt small-scale renewable systems when desired, consistent with the City's vision for expanded renewable energy production.

This flexibility aligns with Policy E.2.1 by supporting future renewable energy adoption and reducing dependence on fossil-fuel-based energy sources.

Medium-density residential areas, and Missing Middle neighborhoods, will include a variety of attached housing types such as townhomes, duplexes, triplexes, condominium buildings, and garden style apartments. Attached housing naturally provides shared walls and reduced energy loss, supporting the City's efficiency goals while also offering attainably priced housing options (Supports Goal E.1 through naturally efficient building typologies).

Through contemporary building standards, flexible energy system design, solar-ready buildings, and a multimodal land use pattern, STL 290 advances:

- Goal E.1 and Policy E.1.4 by promoting cost-effective, energy-efficient buildings;
- Goal E.2 and Policy E.2.1 by supporting the long-term transition to renewable energy; and
- Policy E.2.4 by enabling small-scale renewable energy at the parcel level across residential, commercial, and lodging uses.

These strategies create an adaptable, efficient, and future-ready development that supports Flagstaff's evolving energy and sustainability goals without imposing specialized or cost-intensive requirements.

Community Character (2030):

- Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views

of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.
- Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.

Response: The STL 290 Master Plan, including both the R1 Residential and Commercial, Lodging, and Medium-Density areas, has been designed to preserve and celebrate Flagstaff's natural character and scenic setting through thoughtful planning, site design, and architectural expression. The development responds directly to the region's topography and ecological context, retaining key natural features such as sloping landforms, mature stands of ponderosa pine, meadows, floodplains, rock outcroppings, and drainage corridors. These features are viewed not as constraints but as assets, integrated into the open space framework and trail network to reinforce a strong connection between the built and natural environments.

The plan embraces clustered development patterns that balance density with conservation. Higher-intensity uses and missing-middle housing are concentrated in walkable areas near transportation corridors, allowing large contiguous areas of open space to remain preserved. This approach protects viewsheds, wildlife corridors, and sensitive habitats, while simultaneously supporting sustainable infrastructure and efficient land use. The result is a community pattern that embodies Flagstaff's vision for character-driven, resource-conscious growth, ensuring that development complements the surrounding forest and mountain landscape.

- Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.
- Policy CC.2.3. Mitigate development impacts on heritage resources.

Response: The STL 290 Master Plan supports the preservation and understanding of Flagstaff's cultural heritage by ensuring that development proceeds in a manner that identifies, respects, and appropriately manages heritage resources. A cultural resources survey completed during the State Land acquisition determined that no known heritage resources are located within the project area; however, the development will continue to comply with all applicable state requirements to protect any cultural sites that may be discovered in the future. This approach carries forward the stewardship responsibilities established through the State Land Department patent conditions and embeds them into the long-term implementation of the Specific Plan.

Consistent with Goal CC.2, the plan incorporates procedures that safeguard the region's cultural and archaeological integrity. Prior to any ground disturbance in areas not previously surveyed, investigations will be conducted in accordance with State Land Department requirements. Should any cultural or archaeological materials be encountered during construction, work will cease and the discovery will be managed pursuant to state protocols. In alignment with Policy CC.2.3, these practices ensure that potential development impacts on heritage resources are appropriately mitigated.

In addition, the General Landscaping Plan, as described in this document and the Specific Plan, further reinforces Goal CC.2 and Policy CC.2.3 by preserving the site's cultural landscape character and natural systems. The landscape strategy retains and enhances the ponderosa pine forest, natural drainageways, and meadow corridors that define the region's visual and cultural identity. Key elements, such as protection of existing pines and oak stands, preservation of natural drainage corridors, and use of native and drought-tolerant species, help maintain the natural setting that has historically shaped the cultural experience of Flagstaff.

Firewise landscape practices, forest-health treatments, and the conservation of natural landforms not only support ecological resilience but also protect the cultural landscape, ensuring that development remains visually subordinate to the site's natural character. The enhanced mixed-use and activity center landscape zones incorporate context-sensitive plantings and streetscapes that reinforce regional identity while maintaining compatibility with the broader forest and meadow environment.

Through this integrated approach, combining cultural resource procedures with a landscape framework that protects the natural features central to Flagstaff's heritage, the STL 290 Specific Plan demonstrates a comprehensive and respectful commitment to cultural stewardship. This ensures that both tangible and landscape-based cultural

resources are preserved, respected, and incorporated into the community's long-term character consistent with Goal CC.2 and Policy CC.2.3.

- Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
- Policy CC.4.2. Design utilities and infrastructure to be contextual and considered as part of the overall design aesthetics.
- Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- Policy 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.

Response: The STL 290 development places a strong emphasis on contextual sensitivity, drawing inspiration from Flagstaff's natural setting, cultural identity, and mountain-town character to create a cohesive and authentic sense of place.

To support Policy CC.4.2, utilities and infrastructure will be treated as integrated design elements, carefully coordinated with building forms, materials, and landscape treatments to ensure visual cohesion. The siting and materials of these features will minimize visual impacts and harmonize with the surrounding forest environment.

In alignment with Policy CC.4.4, streets and parking areas are designed to balance the needs of vehicles, pedestrians, and cyclists while maintaining a comfortable, human scale. Traffic-calming measures, landscaped medians, and multi-use pathways are incorporated to create an attractive, walkable public realm that reflects the terrain's natural patterns and promotes multimodal access.

Consistent with Policy CC.4.6, the landscape strategy for STL 290 emphasizes the preservation of mature ponderosa pines, the use of native and drought-tolerant plant species, and the creation of themed open spaces that enhance the aesthetic, ecological, and recreational quality of the site. Landscaping functions as both an environmental tool, supporting stormwater management, shade, and habitat continuity, and a visual unifier that strengthens the overall community character.

Together, these design principles establish STL 290 as a context-driven, environmentally responsive development that supports community well-being, celebrates Flagstaff's mountain identity, and contributes to the aesthetic, economic, and cultural vitality of the region.

The proposed R1 zoning within STL 290 reinforces Community Character goals by ensuring that new residential neighborhoods are compatible in scale, form, and landscape character with the surrounding forested environment. Consistent with the Community Character policies, the R1 areas are intentionally located in portions of the site where topography, existing vegetation, and natural drainage patterns can be preserved and incorporated into neighborhood design. The lower-intensity residential pattern allows for missing middle residential units to be sited with variable building envelopes, and significant tree retention, preserving the visual continuity of the ponderosa pine landscape character expected at the community's edge. In alignment with Policy CC.4.1, architectural and site design standards for R1 will emphasize natural materials, subdued color palettes, and building heights that remain subordinate to surrounding tree canopies, ensuring that the built environment blends seamlessly with the natural setting. By prioritizing open space integration, view corridor protection, and forest-sensitive design, the R1 zoning advances the Regional Plan's community character objectives and establishes a residential fabric that is both contextually appropriate and environmentally responsive.

Growth Areas & Land Use (2030):

- 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.
- Policy LU.2.3. New Development should protect cultural and natural resources and established wildlife corridors, where appropriate.

Response: The STL 290 Master Plan, including both the R1 Residential and Commercial, Lodging, and Medium-Density Rezone Areas, embodies the principles of Flagstaff's greenfield planning vision by creating diverse, connected, and environmentally responsive neighborhoods within the City's Urban Growth Boundary.

The plan integrates a full spectrum of "missing middle" housing types, from smaller-lot single-family homes and duplexes to townhomes and condominium buildings. These neighborhoods are supported by nearby commercial and lodging uses organized around a central Commercial Village, ensuring daily needs and employment opportunities are accessible by walking or biking.

The development responds sensitively to Flagstaff's topography and ecological systems, preserving stands of Ponderosa pine, protecting drainage corridors and wildlife movement areas, and maintaining key viewsheds. Through clustered development, density is concentrated in appropriate, walkable areas, while large open spaces and trail corridors connect homes, parks, and the Arizona Trail. This balanced approach strengthens connectivity, conserves natural features, and reflects the qualities of Flagstaff's most beloved neighborhoods.

The R1 rezoning plays a critical role in achieving Flagstaff's greenfield development objectives by placing low-intensity, forest-sensitive neighborhoods in areas where steep slopes, mature ponderosa stands, and wildlife movement corridors limit suitability for higher-density development. Consistent with Policy LU.2.1, the R1 neighborhoods incorporate a variety of "missing middle" housing types while retaining the open space structure and natural character that define many of Flagstaff's most beloved legacy neighborhoods. By clustering homes away from topographic and ecological constraints, the R1 designation preserves extensive natural features in accordance with Policy LU.2.3, ensuring that greenfield development enhances rather than erodes the natural landscape identity. This approach aligns with Policy LU.2.2 by creating compatible edges with adjacent neighborhoods and reinforcing the visual and ecological continuity of the broader area.

- Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.
- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Response: The STL 290 Master Plan reinforces Flagstaff's unique sense of place by organizing development around the natural landscape and a clear, connected framework of neighborhoods, activity centers, corridors, and public spaces. In support of Goal LU.3, the plan enhances the region's mountain-town character by integrating built form with ponderosa forests, topographic variation, and open space networks that define the area's visual and ecological identity.

Consistent with Policy LU.3.1, the master plan uses a hierarchy of neighborhoods, a centrally located activity center, multimodal corridors, and interconnected parks and trail systems as the structural foundation for development. This framework provides intuitive circulation, supports walkability, and ensures that each development area contributes to a cohesive community form. The arrangement of land uses, public spaces, and mobility routes reflects the suburban context while maintaining strong ties to the surrounding landscape and regional recreation networks.

Through this structure, STL 290 strengthens the sense of place by blending natural features with thoughtfully arranged community elements, creating a development pattern that is distinct to Flagstaff and responsive to its environmental and cultural setting.

- Goal LU.4. Balance housing and employment land uses with preservation and protection of our unique natural and cultural setting.
- Policy LU.4.1. Develop neighborhood plans, specific plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.

Response: The STL 290 development builds directly upon the John Wesley Powell (JWP) Public Infrastructure and Facilities Specific Plan, establishing a coordinated framework for future growth along this emerging corridor. Rather than parcel-by-parcel development, the landowners have invested in a comprehensive Specific Plan and companion Rezones, ensuring that the area's buildout follows an intentional, city-aligned vision. This structured approach allows land uses, infrastructure, and open space to develop cohesively, preserving resources, enhancing connectivity,

and ensuring predictable, high-quality outcomes.

The R1 zoning reinforces the Regional Plan's call for a balanced land-use pattern that respects Flagstaff's natural setting. Because the R1 areas are located where forest resources, slopes, and drainageways can be preserved, the lower-density pattern limits grading, reduces the visual footprint of development, and ensures compatibility with the surrounding landscape. The R1 configuration supports the Specific Plan's resource conservation strategy and enhances the long-term stewardship goals embedded in Goal LU.4 by ensuring that new residential development does not compromise the area's ecological integrity or scenic quality.

- Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
- Policy LU 5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- 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.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- Policy LU.5.6. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainage.

Response: The STL 290 Master Plan applies compact and clustered development principles to protect natural resources while using infrastructure efficiently. Higher-density residential areas and the Lodge-focused Activity Center are concentrated along the primary corridor, while open space and drainageways form natural buffers and ecological linkages. This pattern minimizes disturbance, conserves resources, and supports a walkable suburban community consistent with Goal LU.5.

In alignment with Policy LU.5.3, compact development is focused in the most appropriate areas, near transportation corridors and the Activity Center, while lower-intensity R1 neighborhoods transition toward natural edges and topographic constraints. Consistent with Policy LU.5.4, R1 and medium-density areas use clustered development to preserve continuous open space, reduce utility extensions, and maintain the forested character of the site.

Reflecting Policy LU.5.5, the Commercial Village is designed as a compact, walkable node of neighborhood-serving uses. While not part of the Activity Center, its design supports efficient multimodal access and shorter trip lengths for surrounding neighborhoods.

Finally, the distribution of density responds to Policy LU.5.6 by aligning higher-intensity uses with infrastructure capacity, transportation access, and flatter terrain, while preserving sensitive slopes and drainage features through lower-density, clustered patterns.

- 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
- Policy LU.6.3 Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary.
- Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.

Response: The STL 290 Master Plan offers a comprehensive mix of land uses that blend residential, lodging, retail, and recreational amenities within a unified, mountain-inspired setting. The R1 Rezone provides a range of housing options, while the broader plan's Commercial and Lodging areas create opportunities for employment, entrepreneurship, and tourism. Parks, plazas, and open space corridors are integrated throughout, ensuring that every neighborhood has access to recreation and community gathering spaces. The result is a vibrant, socially diverse community that enriches both resident life and the region's economic vitality.

The R1 rezoning contributes meaningfully to the site's overall housing mix by offering attainable, market-feasible single-family and small-lot units that complement the project's townhome, condominium, and multifamily offerings. This range of housing options supports Policy LU.6.1 by creating diverse product types for families, seniors, and long-term residents seeking a suburban lifestyle within proximity to trails, open space, and the Commercial Village. The R1 areas are positioned to maintain strong connections to parks, corridors, and trail networks, ensuring they contribute to

the mixed-use character and recreational accessibility envisioned in Policy LU.6.4.

- Goal LU.7. Provide for public services and infrastructure.
- Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.
- Policy LU.7.3. Require development proposals to address availability of adequate public services.

Response: The STL 290 site represents a logical and efficient extension of the City's infrastructure system. Building upon Pine Canyon's existing utilities and road network, the plan extends public services northward through Ponavera Boulevard and across the JWP corridor, enabling future growth and service continuity. This coordinated investment supports 20 planned neighborhoods across nine product types, concentrating development in areas where roads, water, sewer, and public facilities can be provided efficiently, consistent with Policy LU.7.1.

In alignment with Policy LU.7.3, the master plan evaluates and addresses the availability of adequate public services by planning infrastructure capacity, utility phasing, and roadway connections in coordination with the City's long-term service framework. The plan's walkable design reduces vehicle dependency and infrastructure wear, reinforcing a sustainable cost-to-benefit ratio for both the City and its residents.

- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
- Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.
- Policy LU.13.2. Consider public transit connections in suburban development.
- Policy LU.13.4. Plan suburban development to include a variety of housing options.
- Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
- Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.
- Policy LU.13.7. Include employment opportunities in all suburban activity centers.
- Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.
- Policy LU.13.10. Protect wildlife corridors where appropriate.
- 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.

Response: The STL 290 Master Plan, encompassing both the R1 Missing Middle Rezone and the Commercial, Lodging, and Medium-Density areas, exemplifies Flagstaff's vision for diverse, connected, and sustainable suburban development. The plan creates a balanced community where residents can live, work, and recreate within a thoughtfully designed, walkable framework that integrates housing, employment, and open space in harmony with the natural environment.

In support of Policy LU.13.1, the master plan prioritizes strong internal and external connectivity. A network of local streets, pathways, and open space corridors links neighborhoods to one another and to surrounding areas, ensuring convenient access for walking, biking, and driving. This structure allows residents to move easily between homes, parks, commercial areas, and recreational amenities.

Consistent with Policy LU.13.2, the plan accommodates future public transit connections through its roadway hierarchy, multimodal corridors, and strategically located higher-density residential areas near primary transportation routes. This framework supports long-term integration with regional transit services as the corridor evolves.

In support of Policy LU.13.4, the master plan introduces a wide range of housing options, from single-family detached homes and duplexes to townhomes and condominium buildings, distributed at various densities to meet the needs of different household types and income levels. These missing middle housing types are strategically located near commercial areas and open space corridors, providing attainable housing choices while maintaining neighborhood character.

To support Regional Plan policies encouraging vertical integration of uses (including LU.13.5, LU.18.4), the Master Plan - consistent with the Specific Plan, allows and encourages, but does not require, residential units above ground-floor commercial within the Commercial Village, lodge-adjacent mixed-use areas, and other commercial/ mixed-use designations. This approach activates the Commercial Village, promotes efficient land use, and enhances the vibrancy of the community core by placing housing, jobs, and services in close proximity.

Aligned with Policy LU.13.6, the development incorporates a mix of uses and maintains direct connections between commercial, lodging, and residential areas. Sidewalks, multimodal pathways, and open space corridors create safe, convenient routes for residents to reach shopping, dining, employment, and recreational destinations without relying solely on vehicle travel.

In alignment with Policy LU.13.7, employment-generating uses, such as offices, lodging, retail, and service-oriented businesses, are distributed throughout the designated activity centers. These uses strengthen the local economy by providing jobs within walking or biking distance of homes, helping reduce commuting times and transportation-related emissions.

Supporting Policy LU.13.9, the plan weaves the Flagstaff Urban Trail System (FUTS) and internal open space corridors into the community fabric, creating continuous pedestrian and bicycle connections that link homes to parks, schools, employment centers, and commercial destinations. This integrated trail network promotes health, recreation, and mobility while reinforcing the connection between the built and natural environments.

In accordance with Policy LU.13.10, the development pattern preserves and enhances wildlife corridors through careful siting of homes, roads, and trails. Open space areas and drainageways are maintained to protect ecological functions, while cluster design minimizes habitat fragmentation and maintains the visual integrity of the ponderosa pine landscape.

Finally, consistent with Policy LU.13.11, clustered development patterns are utilized throughout STL 290 to preserve open space, reduce infrastructure costs, and promote compact, walkable neighborhoods. By concentrating density near the community core and along transportation corridors, the plan maximizes efficiency while safeguarding the area's natural assets.

The R1 designation is a key contributor to the suburban land-use character envisioned in Goal LU.13, offering housing types that meet family-oriented market demands while maintaining strong physical and visual ties to the surrounding forest environment. R1 areas provide neighborhood-scale Missing Middle housing, supporting Policy LU.13.4, and are connected by trails and open space corridors that link residents to employment, activity centers, and parks in alignment with Policy LU.13.9. Their placement respects wildlife movement areas consistent with Policy LU.13.10, ensuring that suburban form does not come at the expense of ecological function. The use of cluster development within R1 further upholds Policy LU.13.11 by preserving continuous open space and reducing infrastructure footprints.

Together, these policies are realized through a unified design that makes STL 290 a model for inclusive, resilient suburban growth, one that supports Flagstaff's broader goals for housing affordability, multimodal connectivity, environmental stewardship, and economic vitality.

- 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 LU.18.1 Design activity centers and corridors appropriate to and within the context of each type: urban, suburban, or rural.
- Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- Policy LU. 18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.
- Policy.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.
- Policy. 18.9. Plan activity centers and corridors appropriate to their respective context and scale.

- Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.
- Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.

Response: The STL 290 Master Plan, encompassing both the R1 Missing Middle Rezone and the Commercial, Lodging, and Medium-Density areas, directly advances Goal LU.18 by establishing a complete, walkable suburban activity center anchored by a destination lodge and surrounding residential neighborhoods, with a walkable Commercial Village located along the corridor nearby. Together, these uses form a local hub for residents and a regional gateway for visitors, offering a diverse mix of housing, employment, recreation, and hospitality opportunities within a cohesive and environmentally sensitive framework.

In support of Policy LU.18.1, the design of STL 290's activity center is tailored to its suburban mountain context, blending natural materials, clustered land uses, and human-scaled architecture to create a development that feels authentic to Flagstaff. Streetscapes, building forms, and open spaces reflect the surrounding ponderosa pine landscape, preserving the sense of place that defines the region.

Consistent with Policy LU.18.2, the activity center is characterized by a distinctive and contextual identity, shaped by Flagstaff's natural and cultural features. The plan integrates parks, plazas, and public gathering areas with mixed-use buildings, fostering a sense of community while highlighting local history and landscape. The lodge, as a centerpiece of the development, reinforces this identity through high-quality design, outdoor courtyards, café terraces, and small event venues that invite both residents and visitors to engage with the environment.

In alignment with Policy LU.18.4, the surrounding neighborhoods provide a diversity of housing types and price points, particularly within walking distance of the commercial core. The R1 rezone area introduces a full spectrum of "missing middle" housing, duplexes, triplexes, townhomes, and cottage courts, that support housing affordability and broaden access to suburban living near jobs and amenities.

Following Policy LU.18.7, commercial, retail, and service uses within the activity center are concentrated around the lodge, which functions as its commercial core. The lodge anchors this commercial core, generating foot traffic and supporting nearby restaurants, shops, and service providers. This synergy creates a lively, economically resilient district where daily needs and visitor-serving amenities coexist within a compact, pedestrian-oriented pattern.

Supporting Policy LU.18.8, the STL 290 Specific Plan establishes a pattern of graduated residential density that increases toward Ponavera Boulevard, the area's primary transportation corridor. This configuration directs the highest residential and mixed-use intensity to locations with the greatest infrastructure capacity and multimodal access, while transitioning to lower-density uses and open space near the lodge and commercial core to preserve scenic quality and a tranquil visitor experience. A connected network of streets, trails, and pathways links these neighborhoods to parks, plazas, and the activity center, creating a well-defined pedestrian shed that supports walking and biking, reduces vehicle reliance, and enhances overall neighborhood livability.

In accordance with Policy LU.18.9, the overall composition of STL 290's activity centers and corridors is contextually scaled, providing the level of intensity appropriate to the suburban environment while maintaining compatibility with the surrounding forested landscape. The plan balances economic vibrancy and environmental conservation, ensuring that new development contributes positively to both the built and natural character of Flagstaff.

Consistent with Policy LU.18.12, the Commercial Village, while not part of the Activity Center, is intentionally designed so that commercial and mixed-use buildings anchor the prominent intersection of John Wesley Powell Boulevard and Ponavera Boulevard. This configuration strengthens the corridor edge and establishes a clear commercial frontage, while residential uses, where included, are placed toward the rear of the Development Area or integrated as upper-story units above ground-floor commercial. This pattern maintains corridor activity, supports walkability, and provides a logical, attractive transition from commercial to residential environments. This distinction preserves conformance with the Regional Plan's Activity Center model, while ensuring that corridor-facing uses activate the JWP/Ponavera Blvd intersection in a manner consistent with LU.18.12 and supportive of the placemaking intent of LU.19.

Aligned with Policy LU.18.13, the plan promotes higher-density residential development in targeted locations where infrastructure capacity, transportation access, and proximity to amenities make such density both viable and beneficial. These locations include areas near the lodge, key intersections along Ponavera Boulevard, and portions of the medium-density neighborhoods with walkable access to commercial and recreational amenities.

Together, these strategies make STL 290 a model for suburban activity center design, one that combines housing diversity, economic opportunity, and community gathering spaces in a setting that is both locally grounded and regionally significant. By linking residents and visitors to jobs, services, trails, and open spaces, the project fulfills the Regional Plan's vision for distinctive, mixed-use, and context-sensitive growth along the John Wesley Powell corridor.

While LU.18 primarily focuses on development within and around activity centers, the R1 zoning plays an essential supporting role by establishing a clear, compatible transition from higher-intensity housing near Ponavera Boulevard to lower-density neighborhoods at the community's edges. This graduated pattern supports Policy LU.18.9 and ensures the activity center remains the primary focus of economic and residential intensity while protecting scenic views, natural features, and neighborhood character.

- Goal LU.19. Develop a manageable evolution of the main corridors into contextual place makers.
- Policy LU.19.3. Enhance the viewsheds and frame the view along the corridors through design. Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

Response: The STL 290 Master Plan advances Goal LU.19 by shaping Ponavera Boulevard and the John Wesley Powell corridor into distinctive, context-sensitive place makers that reflect the surrounding forested landscape and the project's suburban mountain character. Corridor-facing development is intentionally arranged to preserve and highlight key views, reinforce a memorable sense of arrival, and maintain visual continuity with the region's ponderosa pine setting.

Consistent with Policy LU.19.3, building orientation, open space placement, and landscape treatments are used to frame prominent viewsheds along both corridors. The Lodge, Commercial Village frontage, and adjacent streetscapes are designed to complement natural landforms and vegetation patterns, strengthening visual identity while preserving views to the San Francisco Peaks and surrounding forest.

In alignment with Policy LU.19.4, the corridor design balances automobile access, parking, bicycle facilities, and pedestrian comfort. Multimodal pathways, traffic-calming elements, and connected open space corridors enhance pedestrian and bicycle safety, while thoughtfully placed parking areas reduce visual impacts and support walkability. Together, these design elements create corridors that function efficiently for vehicles while prioritizing safe, attractive movement for people on foot and bike.

Transportation (2030):

- Goal T.1. Improve mobility and access throughout the region.
- Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
- Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.
- Goal T.2. Improve transportation safety and efficiency for all modes.
- Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Response: The STL 290 Master Plan, including the R1 Missing Middle and the Commercial, Lodging, and Medium-Density areas, establishes a safe, efficient, and multimodal transportation framework that aligns with Flagstaff's regional mobility objectives. The plan balances vehicular circulation with strong pedestrian and bicycle networks, emphasizing safety, walkability, and access to open space in a suburban, forested context.

In support of Goal T.1 and Policy T.1.2, the development applies Complete Streets principles by designing roadways and pathways to accommodate all appropriate modes. Streets include space for pedestrians and cyclists; intersections are designed for safe crossings; and multimodal routes are integrated throughout the community to enhance comfort and accessibility.

Aligned with Policy T.1.5, the transportation system manages the interaction of travel modes by using a context-sensitive street hierarchy rather than a continuous vehicular grid. This suburban structure reduces cut-through traffic, lowers vehicle speeds, and improves safety while still providing clear, efficient access to Ponavera Boulevard and John Wesley Powell Boulevard. Multimodal connectivity, rather than vehicular connectivity, forms the backbone of internal circulation, ensuring that all areas remain accessible without inviting unnecessary traffic volume through neighborhoods.

Consistent with Policy T.1.7, infrastructure and transportation investments are coordinated with planned improvements along the JWP corridor and the Ponavera Boulevard spine. This coordination ensures efficient service delivery, logical phasing, and strong connections to regional employment, recreation, and trail systems.

In support of Goal T.2, STL 290 provides safe and reliable multimodal routes through sidewalks, shared-use paths, and FUTS-aligned trail corridors that allow pedestrians and cyclists to circulate independently of the vehicular street network. This design reinforces walkability and expands safe connections to commercial areas, lodging, parks, and open space amenities.

The R1 areas contribute to overall mobility and safety even though the vehicular street network is intentionally not fully interconnected. The limited street connectivity reduces through-traffic pressure, enhances neighborhood safety, and supports a calmer residential environment, while multimodal pathways ensure continuous movement for pedestrians and cyclists.

Lower-speed streets, short blocks, and curvilinear alignments provide intuitive and safe routes for residents accessing parks, trails, schools, and the Commercial Village. These multimodal connections, from sidewalks to open space trails, ensure that R1 neighborhoods remain accessible without relying on a traditional grid system. This approach reinforces the project's commitment to active mobility while maintaining a development pattern appropriate to its forested suburban context.

- Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
- Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.
- Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them. Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.

Response: In alignment with Goal T.3 and Policy T.3.3, the transportation system is designed with conservation and context in mind. Street alignments and trail corridors are planned to preserve mature ponderosa pines, natural drainageways, and topographic features, minimizing grading and land disturbance. The resulting roadway and trail system blends into the surrounding forested environment, enhancing neighborhood livability while supporting long-term environmental stewardship.

Consistent with Policy T.3.7, transportation infrastructure within STL 290 is configured to avoid or minimize impacts on native plants, wildlife habitats, and ecological linkages. By following natural contours, limiting road extensions, and integrating large, continuous open space areas, the plan reduces habitat fragmentation and maintains movement opportunities for wildlife across the site. Trail connections are carefully placed to respect sensitive vegetation and drainage features, ensuring that recreation opportunities do not undermine ecological function.

Supporting Policy T.3.8, the master plan promotes transportation options that reduce fuel consumption, congestion, and carbon emissions. A connected system of sidewalks, shared-use paths, FUTS-aligned trails, and multimodal corridors provides safe and attractive non-vehicular routes throughout the community. These facilities encourage walking and biking, support future public transit integration, and contribute to a development pattern that prioritizes healthy, low-emission mobility.

Together, these strategies ensure that STL 290 functions as a model for integrated, multimodal suburban mobility, where transportation investments reinforce sustainable land use, preserve natural systems, and create safe, efficient, and

enjoyable connections for all users.

The R1 zoning is intentionally placed in areas where lower-intensity development minimizes the need for extensive roadway construction, grading, or major extensions of paved infrastructure, directly supporting Goal T.3. Neighborhood streets follow natural contours, preserving mature pines and avoiding steep slopes and drainage features. This alignment reduces material movement, protects wildlife linkages, improves stormwater outcomes, and enhances the scenic quality of residential streetscapes. The multimodal network within R1 neighborhoods, sidewalks, trails, and open space pathways, reinforces conservation goals while providing convenient access to parks, activity centers, and community gateways.

- Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Response: In support of Goal T.4, STL 290's transportation network is designed to enhance overall community quality of life by creating safe, attractive, and context-sensitive corridors. Primary routes such as Ponavera Boulevard and the future JWP connection serve as gateways reinforced by preserved tree stands, native landscaping, and appropriately scaled streetscape elements.

Consistent with Policy T.4.2, roadway edges, sidewalks, and multimodal paths are designed to accommodate all transportation users while maintaining the site's forested mountain character. This approach strengthens the sense of arrival, improves pedestrian comfort, and ensures that transportation infrastructure contributes positively to the visual identity and safety of the community.

- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects. Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking. Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements. Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Response: The STL 290 Master Plan advances Goal T.5 by prioritizing pedestrian infrastructure as a defining element of community livability. Sidewalks, shared-use paths, and FUTS-aligned trail corridors create a continuous and accessible network that links neighborhoods to parks, the Commercial Village, the lodge, and regional recreation systems.

Consistent with Policy T.5.1, pedestrian facilities are incorporated into all new streets and multimodal corridors. In alignment with Policy T.5.2, design features such as clear sightlines, separated paths, and traffic-calming elements enhance visibility and safety for walkers of all ages.

Supporting Policy T.5.3, the plan responds to on-site mobility challenges, such as slopes, drainageways, and forested terrain, by routing pedestrian paths in ways that maintain accessibility while respecting natural features. This produces a network that is intuitive, comfortable, and usable year-round.

In accordance with Policy T.5.4, streets and pathways are designed with continuous pedestrian infrastructure of appropriate width, supplemented by shade from preserved tree stands and opportunities for rest along open space corridors. These features ensure that walking remains a safe, attractive, and practical mode of travel throughout STL 290.

- Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
- Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
- Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Response: The STL 290 Master Plan advances Goal T.6 by creating a safe, intuitive, and connected bicycle network that supports both transportation and recreation. A system of bikeways, shared-use paths, and FUTS-aligned trails

links residential neighborhoods to parks, the lodge, the Commercial Village, and surrounding regional amenities.

Consistent with Policy T.6.2, the plan provides a comprehensive and consistent multimodal network, ensuring that bicycle routes remain continuous across Development Areas and connect to existing and planned regional trail systems. These alignments are designed to minimize conflicts with vehicular traffic and to preserve the natural forested character of the site.

In alignment with Policy T.6.4, the bicycle system accommodates a wide range of rider experience levels. Off-street shared-use paths offer comfortable, low-stress options for families and casual riders, while on-street bike facilities along key corridors provide efficient connections for more experienced cyclists. Together, these facilities promote biking as a viable, safe, and enjoyable mode of travel throughout STL 290.

- Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles. Policy T.7.1. Cooperate with NAIPTA in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership. Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit. Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.

Response: The STL 290 Master Plan supports Goal T.7 by designing a community framework that can accommodate future public transit service as the area grows. While STL 290 is not currently shown on any adopted NAIPTA transit plan, the master plan establishes the land use patterns, multimodal connections, and corridor structure necessary for future service to be feasible should NAIPTA identify this area for expansion.

In alignment with Policy T.7.1, STL 290 anticipates long-range coordination with NAIPTA by providing roadway layouts, multimodal corridors, and development intensities that are compatible with future transit routing along Ponavera Boulevard and the John Wesley Powell Boulevard corridor.

Consistent with Policy T.7.2, the plan includes logical opportunities for future transit access points within walkable distances of medium-density residential areas, the lodge activity center, and the Commercial Village. These locations are framed by safe pedestrian environments and key trip destinations, improving the potential for future transit access even if service is not currently planned.

Supporting Policy T.7.3, the transportation system is designed to accommodate multiple mobility providers and modes. Continuous pedestrian and bicycle pathways offer convenient connections to potential transit stops, and the roadway network includes locations suitable for future shuttle service, rideshare pickup zones, and park-and-ride functions that can be implemented as regional mobility needs evolve.

Through these strategies, STL 290 creates a transit-ready framework that supports long-term regional mobility goals while recognizing that transit service is not currently programmed for this corridor.

Neighborhoods, Housing and Urban Conservation (2030):

- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.
- Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.

Response: The STL 290 Master Plan supports Goal NH.1 by creating healthy, diverse suburban neighborhoods that balance housing choice, access to amenities, and strong connections to open space. The plan's structure, organized around a lodge-focused activity center, the Commercial Village, and multiple walkable residential districts, provides the foundational elements of a complete suburban neighborhood.

Consistent with Policy NH.1.4, STL 290 integrates points of activity, services, and increased residential density in strategic locations near Ponavera Boulevard and the lodge activity center. These areas concentrate community-serving uses and higher-intensity housing where multimodal access is strongest, while maintaining quieter residential environments elsewhere in the plan. This reinforces a walkable suburban pattern and supports long-term transit readiness.

In alignment with Policy NH.1.6, the master plan ensures that new development contributes to completing the surrounding neighborhood fabric. STL 290 provides a variety of housing types, from R1 Missing Middle homes to medium-density residential and mixed-use options, along with parks, plazas, trail corridors, and civic open spaces that serve both residents and the broader community. The plan also protects sensitive natural features, including ponderosa pine forests, drainageways, wildlife movement areas, and significant slopes. These elements are integrated into the neighborhood layout as open space networks, preserving ecological function while enhancing neighborhood identity and recreational access.

Together, these strategies demonstrate how STL 290 enhances neighborhood completeness, livability, and environmental stewardship, consistent with the Regional Plan's suburban neighborhood vision.

- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.2. Promote accessory dwelling units, where appropriate.
- Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Response: The STL 290 Master Plan supports Goal NH.3 by offering a diverse range of housing types and price points that respond to the financial and lifestyle needs of a broad cross-section of Flagstaff residents. Through a combination of R1 Missing Middle neighborhoods, medium-density residential areas, and mixed-use housing opportunities near the commercial village, STL 290 contributes meaningfully to the region's supply of attainable, well-designed suburban homes.

Consistent with Policy NH.3.1, the plan introduces multiple housing formats, including single-family detached homes on smaller lots, duplexes, triplexes, townhomes, cottage courts, and condominium buildings. This diversity expands both ownership and rental options and supports residents at different life stages, from first-time homebuyers to empty nesters, families, and workforce households.

In alignment with Policy NH.3.2, the master plan's R1 neighborhoods and Missing Middle development areas are configured to accommodate accessory dwelling units (ADUs) where permitted by City code. These small, flexible units can provide supplemental rental choices, support extended family living, and increase overall housing affordability without altering neighborhood character.

While Policy NH.3.3 calls for increasing affordable housing through innovative funding mechanisms, STL 290 supports this goal primarily by delivering a wide range of naturally occurring attainable housing types. By offering Missing Middle units, and medium-density formats, the plan introduces lower-cost housing choices that help broaden affordability in a market with limited supply, while preserving flexibility for future City partnerships or funding mechanisms without obligating builders to formal affordability programs.

Together, these strategies demonstrate how STL 290 advances neighborhood diversity and expands housing opportunity across income levels while maintaining compatibility with the site's suburban context and environmental setting.

- Goal NH.4. All housing is safe and sanitary.
- Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons.
- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy-efficient homes.
- Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's

transportation costs and minimize impact on the community's roads and transportation system.

Response: The STL 290 Master Plan supports Goal NH.4 by establishing a framework for high-quality, safe, and sanitary housing across a range of building types and neighborhood settings. Development standards, adherence to current building codes, and modern construction practices ensure that new homes throughout STL 290 meet contemporary expectations for safety, durability, and long-term livability.

Consistent with Policy NH.4.1, the plan contributes to regional housing availability by expanding the supply of new units at a variety of price points, which helps reduce market pressure on older existing homes. The inclusion of Missing Middle housing types, duplexes, triplexes, cottage courts, and townhomes, naturally increases the stock of more attainable units, supporting regional affordability objectives even without formal subsidy mechanisms.

Aligned with Policy NH.4.4, the STL 290 Master Plan encourages durable and energy-efficient construction practices that are common within the industry and required under modern building codes. High-quality envelopes, efficient HVAC systems, and weatherization standards promote healthy indoor environments and improved performance without requiring specialized or cost-prohibitive techniques. These practices support long-term housing resilience while allowing builders flexibility in materials and methods.

In support of Policy NH.4.6, the plan organizes medium-density and mixed-use housing types near Ponavera Boulevard and other primary multimodal corridors, creating the conditions for future transit compatibility. While STL 290 is not currently shown on any adopted NAIPTA transit plan, the project layout preserves opportunities for transit access points and ensures that residential neighborhoods are connected by sidewalks, shared-use paths, and FUTS-aligned trails. These multimodal connections reduce reliance on single-occupant vehicles, lower transportation costs for households, and improve access to jobs, schools, parks, and community amenities.

Together, these strategies demonstrate how STL 290 advances safe, high-quality, and well-connected housing options that support both current residents and the community's long-term sustainability goals.

Cost of Development (2030):

- Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.
- Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

Response: The STL 290 Master Plan, inclusive of both the R1 Missing Middle Rezone and the Commercial, Lodging, and Medium-Density areas, demonstrates a strong commitment to fiscal responsibility and equitable infrastructure investment. In alignment with Goal CD.1 and Policy CD.1.5, Symmetry Companies and its partners have made and will continue to make substantial contributions toward the development of public facilities, services, and infrastructure that benefit not only the project site but the greater Flagstaff community.

Key among these investments are the water and sewer line extensions being delivered as part of the John Wesley Powell (JWP) Boulevard improvements, funded through the JWP Development Agreement in partnership with the City and neighboring landowners. These infrastructure extensions are critical to enabling future growth along the JWP corridor, and none of the planned development within this area would be feasible without the collective financial participation of the regional landowners.

The STL 290 project plays a central role in this coordinated effort by extending public utilities northward through the property along the Ponavera Boulevard alignment, thereby establishing efficient and accessible connection points for future development. These improvements will be constructed in phases, ensuring that infrastructure delivery aligns with the pace of development and the City's long-term planning objectives.

Through these coordinated investments, STL 290 not only fulfills its proportional share of public infrastructure responsibilities but also advances the City's goals for cost-effective, well-planned growth. The project's infrastructure commitments will facilitate the orderly expansion of essential services, support sustainable development patterns, and lay the groundwork for continued regional economic vitality, all while minimizing fiscal burden on the broader community.

Economic Development (2030):

- Goal ED.6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.
- Policy ED.6.1. Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.
- Policy ED.6.3. Continue to advance high-altitude athletic training and "extreme sport" events and programs.
- Policy ED.6.4. Encourage business education about the importance of tourism and its positive impacts on our region.

Response: The STL 290 Master Plan advances Flagstaff's long-term economic development and tourism strategy by combining a vibrant mixed-use activity center with diverse residential neighborhoods that support the city's recreation, hospitality, and workforce housing goals. Together, these components create a year-round tourism destination that also sustains the local economy by providing attainable housing for Flagstaff's workforce, an essential link between tourism growth and community stability.

In alignment with Policy ED.6.1, the Commercial Village and lodge are designed to highlight Flagstaff's natural setting and promote heritage, eco-, and adventure tourism. Visitors will enjoy direct access to trail networks, open spaces, and parks, all woven into a pedestrian-friendly environment that connects seamlessly to the Arizona Trail. These features establish STL 290 as an eco-recreation hub, where hiking, biking, and nature-based experiences are integral to daily life.

Consistent with Policy ED.6.3, the site's high-elevation setting and natural terrain provide unique opportunities for high-altitude athletic training, wellness tourism, and outdoor sporting events. The lodge and surrounding facilities are envisioned as a basecamp for athletes and outdoor enthusiasts, supporting both Flagstaff's established reputation for endurance sports and its broader tourism economy.

Supporting Policy ED.6.4, the development will promote education and awareness among local businesses about the positive economic impacts of tourism, fostering partnerships between hospitality, retail, and recreation providers. Moreover, the integration of missing middle housing within walking distance of the lodge and commercial core ensures that employees working in these sectors can live locally, strengthening workforce accessibility and sustainability.

By linking housing, recreation, and tourism-oriented uses, the STL 290 Master Plan supports Goal ED.6 by expanding Flagstaff's specialized tourism offerings while reinforcing its reputation as an outdoor destination that celebrates both natural and cultural assets.

- Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.

Response: The STL 290 development directly advances Goal ED.8 by creating a new mixed-use commercial and lodging node where none currently exists, anchored by the lodge, Commercial Village, and connected residential neighborhoods. Designed as a complete community, STL 290 provides a dynamic mix of housing, employment, retail, and hospitality uses that generate year-round economic activity while maintaining strong connections to adjacent neighborhoods and the broader John Wesley Powell corridor.

The Commercial Village serves as the economic and social heart of the community, offering places for people to shop, dine, work, and gather. Surrounding this center, the R1 rezone areas introduce diverse, attainable housing types, duplexes, townhomes, and cottage courts, that form the residential foundation supporting the commercial core. This mix ensures that local employees, hospitality staff, and residents alike can live within walking or biking distance of the lodge, retail services, and recreational amenities. Pedestrian and trail linkages between the residential areas, parks, and commercial core strengthen the walkable, mixed-use character of the activity center, reducing reliance on vehicles and encouraging active mobility. This compact, interconnected pattern supports local business vitality, fosters social interaction, and contributes to a thriving, resilient economy.

Through its integration of tourism, housing, and commerce, the STL 290 Master Plan exemplifies the principles of sustainable economic development, creating a place that not only serves the needs of visitors but also enhances the livelihood and quality of life for Flagstaff's residents. In totality, the STL 290 Master Plan supports the City's broader economic vision by advancing the key objectives

of the Flagstaff Economic Development Strategic Plan, including competitive positioning, employment diversity, workforce housing, and public–private collaboration. It strengthens Flagstaff's competitive advantage by leveraging its natural setting and recreation economy; enhances employment diversity through lodging, retail, and service opportunities; and supports sustainable workforce housing through attainable residential options near major job centers. The plan also contributes to tourism diversification and resilience, fosters place-based economic vitality through its new activity center, and demonstrates public-private investment collaboration through its shared infrastructure funding along the John Wesley Powell corridor.

Collectively, these efforts reinforce STL 290's role as a model for integrated, sustainable economic development, one that unites tourism, housing, and commerce in a way that strengthens the City's fiscal health, enhances community character, and delivers lasting value to Flagstaff's residents, workforce, and visitors alike.

Recreation (2030):

- Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
- Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Response: The STL 290 Master Plan directly advances Goal REC.1 by creating a comprehensive and interconnected system of parks, trails, and open space corridors that serve both residents and visitors. The plan's design ensures that recreation is seamlessly integrated into daily life, every neighborhood, from the R1 Missing Middle areas to the Commercial and Lodging District, is within walking distance of active and passive recreational opportunities.

Residents will enjoy convenient access to a variety of park types, ranging from small neighborhood greens and play areas to larger natural open spaces like Central Park and East Park, which anchor the site's recreational network. These parks are linked by an extensive system of sidewalks, multi-use paths, and soft-surface trails, connecting homes to parks, the Commercial Village, and the broader regional trail system, including direct access to the Arizona Trail.

In alignment with Policy REC.1.1, this framework promotes health, wellness, and social interaction, allowing residents and visitors alike to walk, hike, bike, and explore the landscape safely and comfortably. The recreation system not only provides opportunities for physical activity but also enhances Flagstaff's outdoor lifestyle and sense of place, reinforcing the community's connection to the surrounding ponderosa pine forest and mountain environment.

Beyond its recreational function, the STL 290 open space network serves an important ecological role, preserving existing vegetation, drainageways, and wildlife corridors while minimizing habitat fragmentation. This integrated approach to recreation and conservation ensures that the plan strengthens both human and environmental health, balancing the needs of growth with the preservation of Flagstaff's unique natural character.

Through its thoughtful mix of parks, trails, and open spaces, the STL 290 Master Plan exemplifies the principles of Goal REC.1, fostering a healthy, connected, and active community that reflects the best of Flagstaff's regional values.

APPENDIX B - Regional Plan Amendment Summary

Purpose of the Amendment

The Minor Regional Plan Amendments in this rezone are requested to relocate the Suburban Activity Center (S12), remove Activity Center S17 because the existing designation of JWP as a Suburban Corridor, and revise Map 25 to accurately reflect the environmental conditions, topography, circulation framework, and land-use pattern proposed within STL 290, specifically the commercial planned within DA20. The amendments replace the currently mapped Activity Center, centered directly on the John Wesley Powell (JWP) corridor, with a context-sensitive Activity Center anchored by the lodge area north of JWP. The revised location is the only place on the site capable of achieving the Regional Plan's goals for walkability, compact development, housing diversity, community identity, and environmental stewardship.

Scope of the Amendment

The amendment includes three primary components:

1. Relocation of Activity Center S12

- Moves S12 from its existing mapped location on the JWP corridor to the intersection of POnavera Blvd and DAs 8/9.
- Aligns the Activity Center with Ponavera Boulevard, the site's primary multimodal spine and most feasible location for higher-intensity residential and mixed-use development.
- Reflects a context-sensitive form that responds to slopes, forest resources, drainageways, and the tourism-oriented identity of STL 290.
- Maintains the Regional Plan hierarchy while providing a more practical, achievable Activity Center structure.

2. Adjustments to Map 25 (Place Types & Corridors)

- Refines corridor depictions to reflect the planned alignment of John Wesley Powell Boulevard and Ponavera Boulevard.
- Reorganizes internal place types to reflect the Specific Plan's clustered development, resource-protection framework, and open-space network.
- Clarifies that the Commercial Village at JWP/Ponavera Blvd is not the Activity Center, but functions as a complementary neighborhood-serving commercial node.
- These adjustments also reflect the transition of S17 from an Activity Center to a Suburban Corridor, reinforcing the corridor-based land use framework.

3. Remove Activity Center S17

- Remove Activity Center S17 because the existing designation of JWP as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, and the planned circulation framework.
- Establishes a corridor-based pattern of development that distributes activity and connectivity along a linear framework rather than concentrating intensity in a single node.
- Supports multimodal access and regional connectivity, including a future connection toward Northern Arizona University lands.
- Maintains the overall land use structure envisioned by the Regional Plan by shifting from a node-based to a corridor-based organization of uses.

Rationale for the Amendment

The amendment is required to resolve inconsistencies between the Regional Plan's generalized mapping and the site's actual environmental and physical conditions. Key drivers include:

- Topography: The existing mapped center overlaps steep slopes unsuited for compact development; the relocated S12 avoids these constraints.
- Environmental Resources: The new location respects significant forest stands, drainageways, and wildlife movement corridors.
- Circulation Function: Ponavera Boulevard, not JWP, is the functional multimodal spine serving clustered residential and mixed-use intensity. Relocating S12 better aligns intensity with access and infrastructure capacity.
- Community Character: A lodge-based Activity Center better fits the site's tourism-oriented identity and the Regional Plan's emphasis on place-based design.
- Land Use Structure: Remove S17, existing Suburban Corridor better reflects the linear nature of development along J.W. Powell Boulevard, distributing activity and connectivity in a manner consistent with site constraints and planned infrastructure.

Consistency with the Regional Plan

The modified Activity Center, together with the Suburban Corridor framework, continues to achieve and, in several respects, improve upon Regional Plan goals:

- Walkability & mobility: Supports LU.18, LU.13, T.1, T.3 by concentrating housing and activity within a pedestrian-oriented lodge district linked by trails and multimodal routes.
- Compact development & resource conservation: Advances LU.5 and multiple E&C goals through clustered development and landscape-defined form.
- Community identity: Reinforces LU.3, CC.1, and CC.2 by establishing a lodge-anchored Activity Center that reflects Flagstaff's mountain character.
- Housing variety: Improves access to mixed housing types near services and recreation, consistent with NH.1 and NH.3.
- The JWP Suburban Corridor in place of S17 further supports Regional Plan policies related to corridors as organizing elements (LU.3.1), reinforcing a connected and context-sensitive development pattern.

A detailed, combined policy analysis is included in the main Regional Plan Conformance chapter and cross-referenced here, also refer to Section III.a.

Benefits of the Amendment

Relocating S12 and refining Map 25 results in a more functional and environmentally sensitive Activity Center that:

- Aligns intensity with infrastructure and multimodal access
- Concentrates compact housing where walkability is most feasible
- Preserves the most intact natural systems and scenic resources
- Establishes a distinctive lodge-anchored sense of place
- Provides a realistic framework for missing-middle housing, trails, commercial services, and public gathering spaces
- Maintains strong connections to JWP and regional mobility despite the new center being north of the corridor
- Distributes activity and intensity along a corridor framework, improving overall site functionality and connectivity.

Integration with the Rezones and Specific Plan

This appendix links the Minor Plan Amendment with the Specific Plan and the associated rezoning applications. All affected policies, particularly those within Land Use, Environment, Community Character, Open Space, Transportation, and Neighborhoods, are analyzed in the unified conformance narrative. Where a policy depends on the revised location or structure of the Activity Center, the analysis references the amended map rather than the existing Regional Plan map.

Conclusion

The Minor Regional Plan Amendment is necessary to align the Regional Plan with the physical, environmental, and circulation realities of the STL 290 site. The relocation of Activity Center S12, the removal of S17 and use of the existing designation of JWP as a Suburban Corridor, and corresponding updates to Map 25 collectively establish a more accurate and implementable land use framework for the property.

These amendments do not weaken any policy outcome; rather, they strengthen conformance by organizing development in a manner that reflects site constraints, supports multimodal connectivity, and reinforces the Regional Plan's intent for compact, walkable, and context-sensitive growth. Together, the refined Activity Center and Suburban Corridor framework ensures that STL 290 can effectively deliver housing diversity, economic vitality, environmental stewardship, and a strong sense of place rooted in Flagstaff's natural landscape.

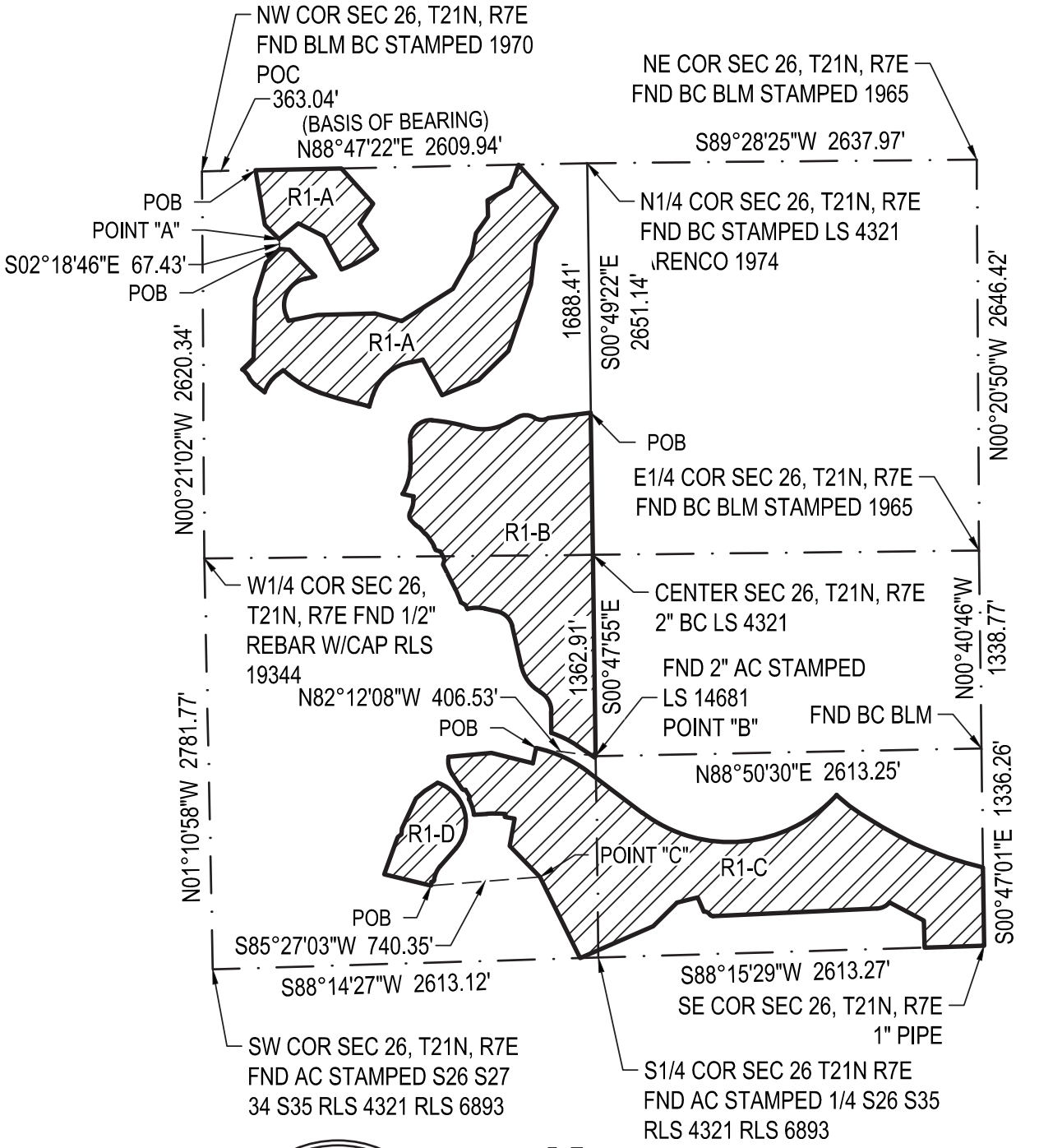
Side-by-Side Comparison: Existing Regional Plan vs. Proposed Amendment

Category	Existing Regional Plan 2030 – S12 Activity Center	Proposed Minor Regional Plan Amendment
Activity Center Location (S12)	S12 is mapped directly along the John Wesley Powell (JWP) corridor, centered on the future JWP alignment, with the Activity Center generally conceptualized as a node along that east–west corridor.	S12 is realigned to the Ponavera BLVD intersection with DAs 8/9, adjacent to the lodge. The Activity Center remains within the JWP corridor influence area but shifts from being directly on JWP to a lodge-anchored node on STL 290, connected back to JWP via Ponavera Boulevard and internal streets/trails.
Suburban Corridor Framework (S17)	S17 is identified as a Suburban Activity Center within the Growth Illustration, implying a node-based concentration of mixed-use intensity.	Remove Activity Center S17 because the existing designation of JWP as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, and the planned circulation framework. This shift distributes activity and connectivity along a corridor framework, supporting multimodal access, a future connection toward Northern Arizona University lands, and a more context-sensitive pattern of development consistent with site constraints and planned infrastructure.
Primary Anchor & Role	Envisioned as a commercial/mixed-use center with a traditional suburban activity-center pattern: commercial and services as the primary anchor with supporting residential around it.	Reframed as a lodge-anchored tourism and community hub, where a destination lodge, visitor-oriented commercial, and surrounding parks/trails serve as the primary anchor. Neighborhood-serving commercial is located in the Commercial Village at JWP/Ponavera Blvd, with the Activity Center itself focused on the lodge and open-space–oriented core.
Relationship to JWP Corridor	Activity Center is directly on JWP, assuming a conventional corridor-fronting mixed-use node.	Activity Center is pulled north of JWP to respond to topography, forest resources, and lodge siting. JWP still functions as the regional access corridor, with Ponavera Boulevard and internal connections linking JWP to the lodge core and neighborhoods within the Activity Center's pedestrian shed.
Intensity Pattern	Highest-intensity commercial and residential uses assumed near JWP and the mapped center node, with intensity tapering outward in a more traditional suburban pattern.	Intensity is re-organized around natural systems and access: the lodge area and adjacent open space are framed by lower-intensity, quieter uses and landscape buffers, while higher-density residential is concentrated along Ponavera Boulevard and key collector corridors within the pedestrian shed.
Urban Form & Layout	Implied form is a commercial-anchored suburban Activity Center with a more conventional block and street pattern centered on JWP.	Form is a clustered, eco-centric Activity Center organized around the lodge, parks, and preserved forest/drainage corridors north of JWP. The layout uses clustered development, a simplified street network, and strong trail/greenway connections rather than a full, rectilinear street grid.
Pedestrian Shed & Walkability	Pedestrian shed assumed to be oriented directly along JWP and its surrounding blocks.	Pedestrian shed is reoriented around the lodge core and internal open-space/trail network north of JWP. Walkability is achieved via shared-use paths, FUTS-aligned trails, and internal connections linking neighborhoods, the lodge, Commercial Village, parks, and the Arizona Trail, rather than a continuous vehicular grid.
Community Character & Function	Focused primarily on a retail and services-oriented suburban center along a major corridor.	Emphasizes a tourism- and recreation-oriented Activity Center that supports lodging, outdoor recreation, and community gathering in a forested setting, while still providing access to neighborhood-serving commercial at the JWP/Ponavera Blvd intersection.
Environmental & Topographic Response	Existing mapping does not fully address site-specific constraints such as slopes, forest stands, and drainageways north of JWP on STL 290.	The amended S12 intentionally moves the functional Activity Center north of JWP so that it can be shaped around forests, slopes, and drainageways, using clustered development and landscape buffers.





APPENDIX C - Legal Description



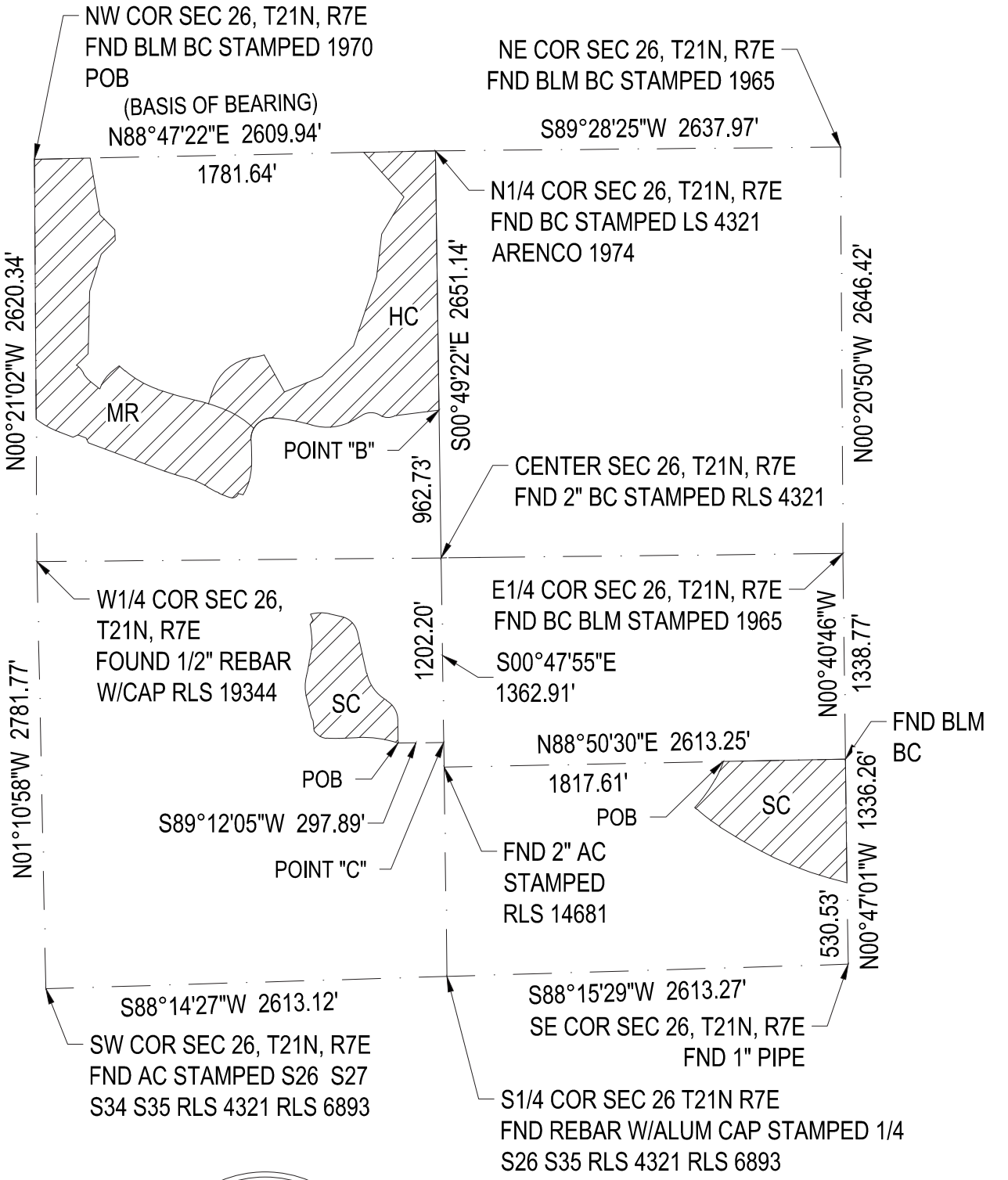
WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 09-04-26
ARIZONA U.S.A.
EXPIRES 12-31-2027

N

EXHIBIT "A"

STL 340
PROPOSED R1-RPO ZONING
09/04/2026
WP# 225329
PAGE 9 OF 9
NOT TO SCALE
Z:\2022\225329\Survey\Legal\5329-L09R02.dwg



WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 09-04-26
ARIZONA, U.S.A.

EXPIRES 12-31-2027

N

EXHIBIT "A"

STL 340
PROPOSED SC, HC & MR ZONING
09/04/2026
WP# 225329
PAGE 7 OF 7
NOT TO SCALE
Z:\2022\225329\Survey\Legal\5329-L10R02.dwg

symmetry
COMPANIES

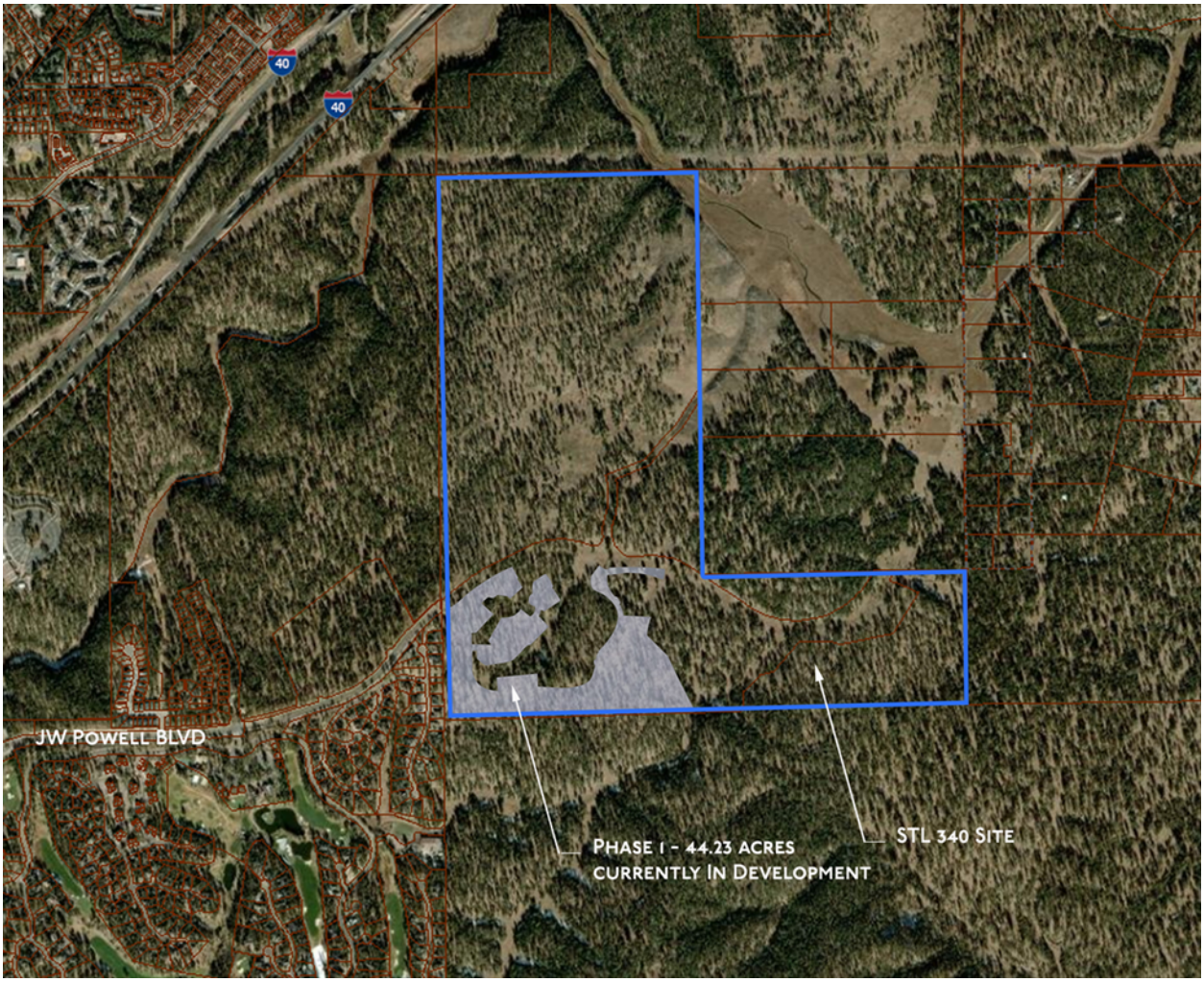
8601 N SCOTTSDALE RD SUITE 335 | SCOTTSDALE, AZ 85253

Symmetry Companies – STL 340

Neighborhood Meeting Record of Proceedings

I. Project Description

This Record of Proceedings is included with the Specific Plan, Concept Zoning Map and Minor General Plan Amendment applications (collectively, the "Application") submitted by Gammage & Burnham, PLC on behalf of STL405 d/b/a Symmetry Companies ("Symmetry'), the owner and developer of approximately 405 "L-shaped" acres generally located northeast of Pine Canyon Estates along the J.W. Powell Boulevard alignment. Approximately 44.23 acres of this land are currently in development, and the remaining 360.77± acres (the "Property") may be seen on the Aerial Map, below. The approximately 405 acres are outlined in **blue**, with the 44.23± acres currently under development highlighted in the south-west corner of the Property.



Planning for the Property began in 2020 following a State Auction. Although the Property was initially envisioned as a golf-oriented community anchored by a large resort, after listening to community feedback, the project pivoted to a park and trail-focused community with commercial, mixed-use, residential, and lodge components. Now, the plan features 22 development areas, with a commercial center, high-density residential backing the collector spine road, and a lodging anchor that pivotally ties into the Arizona Trail to attract high altitude tourism-related travelers. The entire development is parks/open space and trails oriented, with trails connecting throughout the entirety

of the Property. In addition to these trails, STL340 will add several public, yet privately maintained, parks to Flagstaff.

The purpose of this Record of Proceedings is to certify that each neighborhood meeting was noticed and conducted in accordance with Flagstaff Code § 10-20.30.060 and to document Symmetry's public outreach regarding the Application.

II. Public Involvement Techniques

In accordance with § 10-20.30.060.A of the Zoning Code, Symmetry held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. The meetings were both held virtually.

Notification letters for the March 30, 2026, meeting were sent on March 11, 2026, and the notification letters for the June 4, 2026 meeting were sent on May 18, 2026. The letters were delivered via first class mail to each real property owner, property owners association, and homeowner associations within a 1,000-foot radius of the Property, and any individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City (collectively, "Affected Parties"). No letters were returned as undeliverable for either meeting. A list of the Affected Parties and a copy of this letter were previously submitted to the City as part of the Neighborhood Meeting Plan included with the Application.

In addition to the notification letters, a four-by-four-foot sign was posted at the intersection of Lone Tree Road and John Wesley Powell Boulevard for each meeting. The signs were posted in a location that is visible from the public right-of-way and listed the purpose, time, date, and URL/QR code of the neighborhood meetings. Dated photographs of these postings are enclosed with this record of proceedings as Attachment A.

A. March 30, 2026 Meeting

The meeting opened with a presentation about the evolution of the development plans and their current state. No questions were posed during this meeting. Attendees are listed below. Members of the development team are highlighted in **blue**.

Name	Join time	Leave time
Sean Krieg (Host)	**3/30/2026 17:16**	**3/30/2026 18:01**
Lindsay Schube (Presenter)	**3/30/2026 17:18**	**3/30/2026 18:01**
Hillary Turby	**3/30/2026 17:30**	**3/30/2026 18:01**
S K	**3/30/2026 17:30**	**3/30/2026 17:54**
16026166828	**3/30/2026 17:39**	**3/30/2026 17:54**
Josh Maher	3/30/2026 17:30	3/30/2026 17:54
Kim Monnin	3/30/2026 17:34	3/30/2026 17:54
Doug L	3/30/2026 17:35	3/30/2026 17:54
Janie Russo	3/30/2026 17:44	3/30/2026 17:54
Jeff Ersig	3/30/2026 17:50	3/30/2026 17:52

Following this neighborhood meeting, Symmetry received one email regarding this Application. The sender requested the information presented at the neighborhood meeting due to an inability to attend and expressed support for the proposed development of the Property. This record of proceedings will be provided to that individual.

A. June 4, 2026 Meeting

This meeting commenced at 5:30 p.m. and opened with a similar presentation about the evolution of the development plans and their current state. None of the attendees present posed any questions, allowing the meeting to proceed uninterrupted until its prompt conclusion at 6:00 p.m. Attendees are listed below. Members of the development team are highlighted in **blue**.

Name	Join time	Leave time
Sean Krieg (Host)	**6/4/2026 17:16**	**6/4/2026 17:59**
Lindsay Schube (Presenter)	**6/4/2026 17:22**	**6/4/2026 17:59**
Hillary Turby	**6/4/2026 17:22**	**6/4/2026 17:59**
S K	**6/4/2026 17:28**	**6/4/2026 17:51**
Jay Kerley	6/4/2026 17:30	6/4/2026 17:53
Jesper Arnrup	6/4/2026 17:30	6/4/2026 17:53
Chris DeSavino	6/4/2026 17:42	6/4/2026 17:53
Janie Russo	6/4/2026 17:43	6/4/2026 17:53

III. Summary of Concerns and Issues

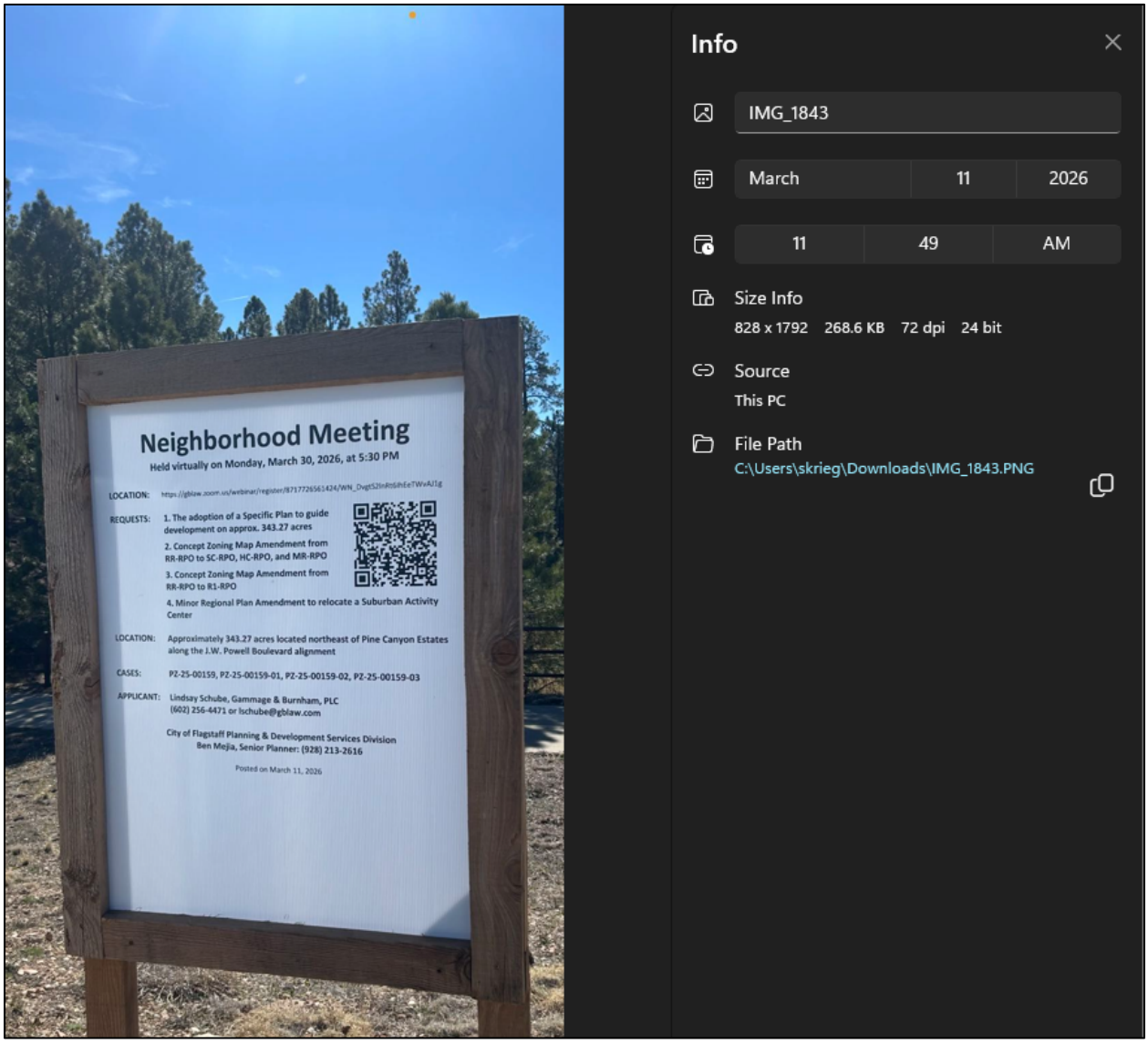
No questions were posed, so no concerns or issues were noted.

IV. Conclusion

As shown above, Symmetry did not receive any questions from attendees during either of the two neighborhood meetings, and the limited outreach received outside of the meeting reflected support towards the proposed development. Symmetry welcomes any additional questions from the City or the public regarding the Application and looks forward to further productive discussions, as needed.

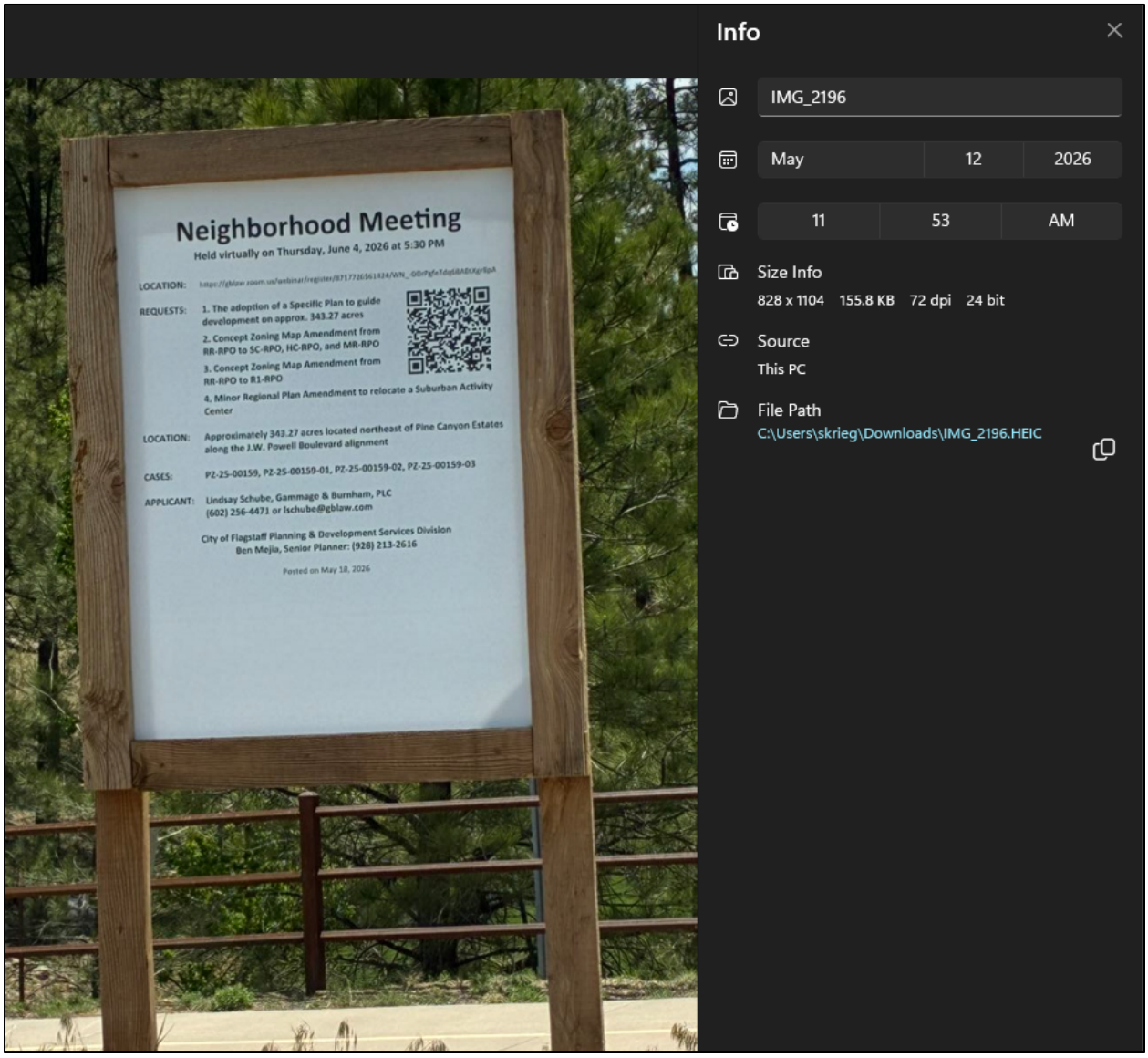
ATTACHMENT A

Sign Posting 1 of 2



ATTACHMENT A

Sign Posting 2 of 2



STL 290
Minor Regional Plan Amendment

Alaxandra Pucciarelli
Current Planning Manager
October 28, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL Minor Regional Plan Amendment

Request

A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Symmetry Companies,

1. to move the center point of activity center (S12) north on Maps 21, 22, and 24;
2. remove activity center S17;
3. and realign the road network to follow the John Wesley Powell Boulevard future extension.

This Minor Regional Plan Amendment request is the precursor to three other entitlement cases including a new Specific Plan and two Concept Zoning Map Amendments.

STL Minor Regional Plan Amendment

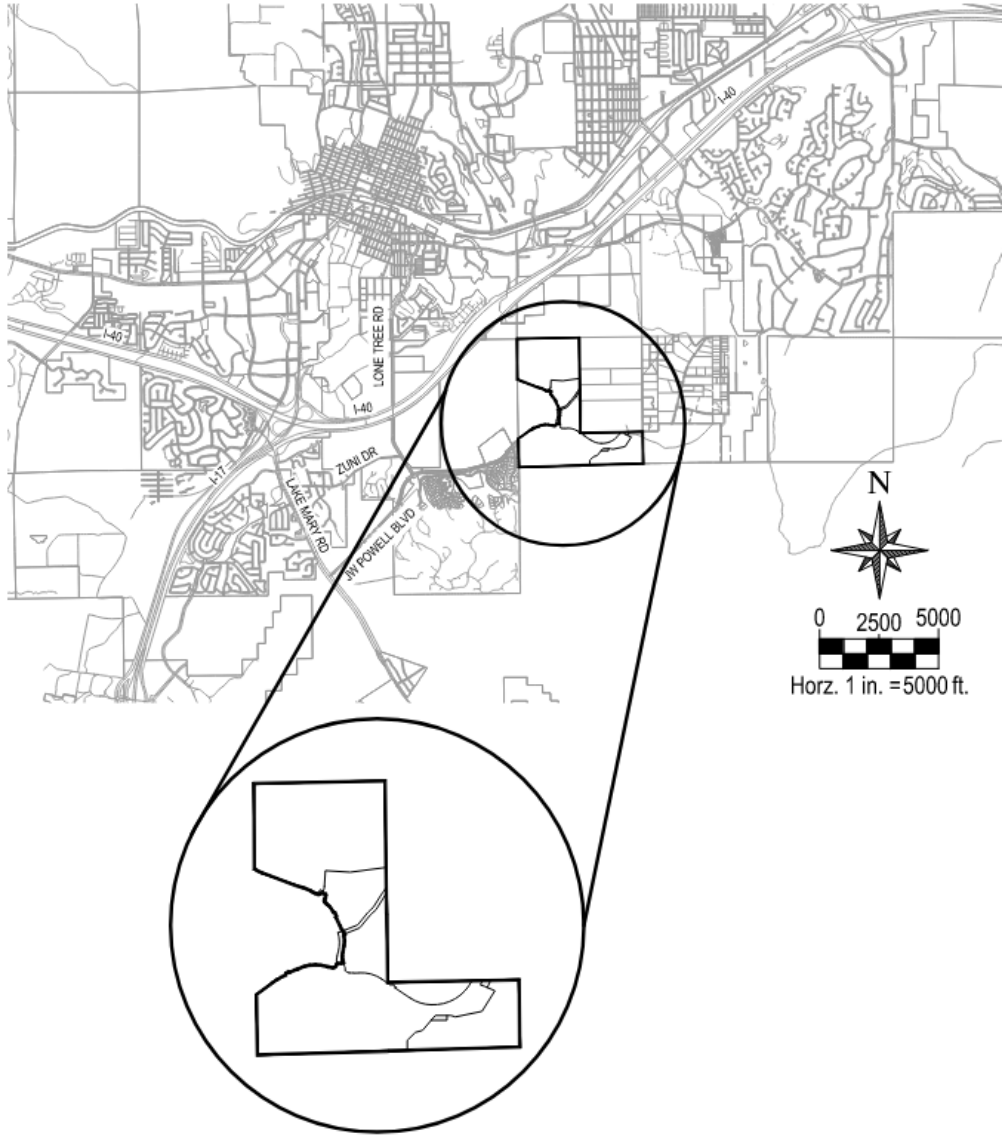
Subject Property

Existing Conditions

- The subject property is approximately 210 acres of undeveloped land.

Proposed Development

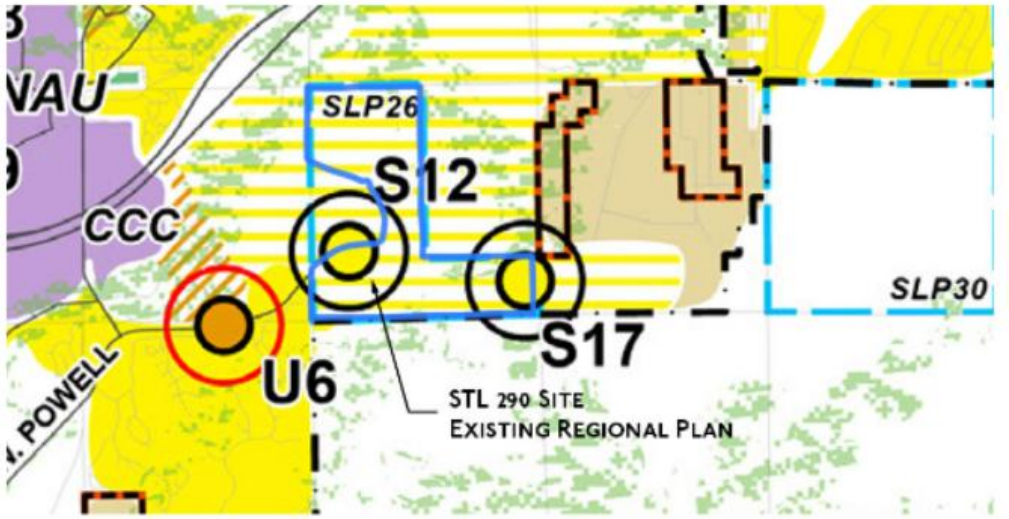
- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



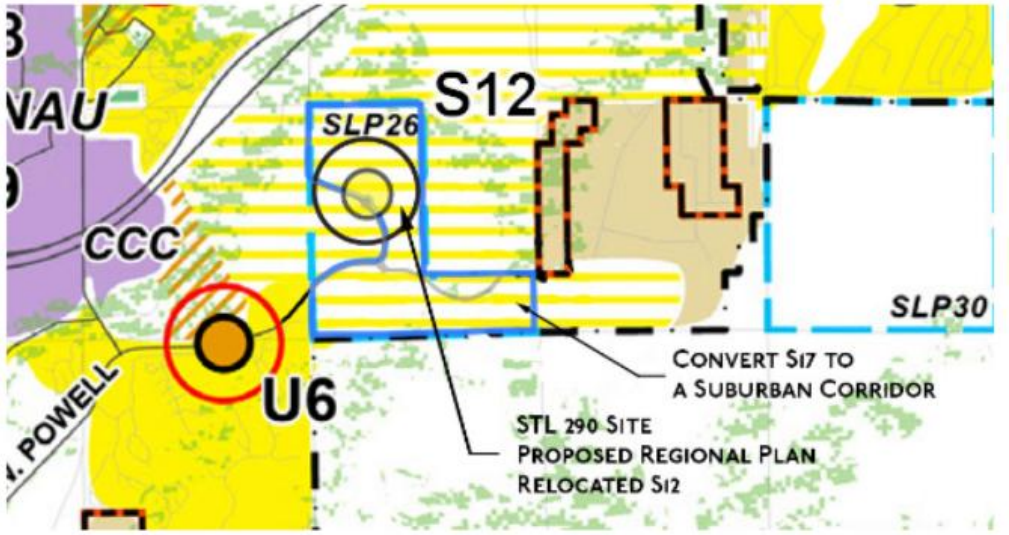
STL Minor Regional Plan Amendment

Relocate future suburban activity center S12

- Move to the north near the proposed development of a travel accommodation use, referred to by the applicant as “the Lodge.”
- Along a proposed collector roadway.
- Connects to JWP Boulevard via internal streets and multimodal trails.



EXISTING REGIONAL PLAN MAP

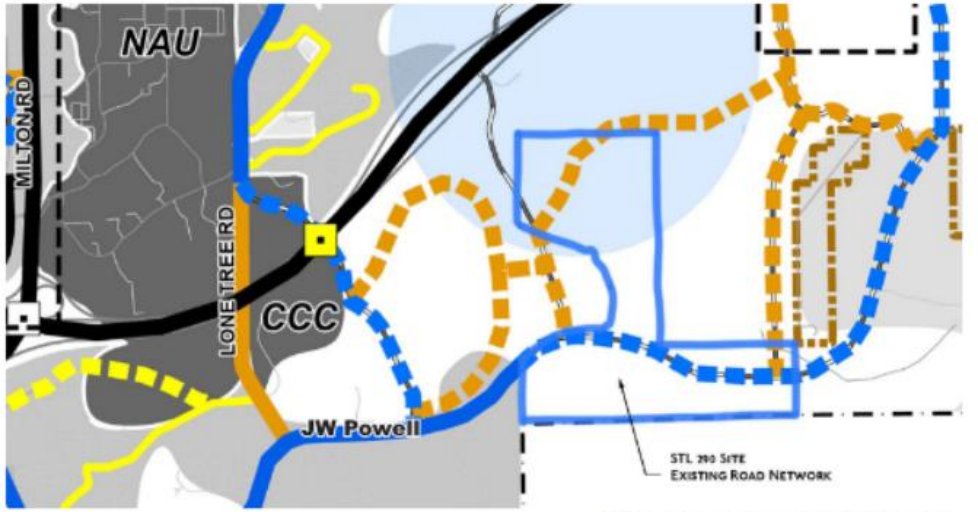


PROPOSED REGIONAL PLAN MAP

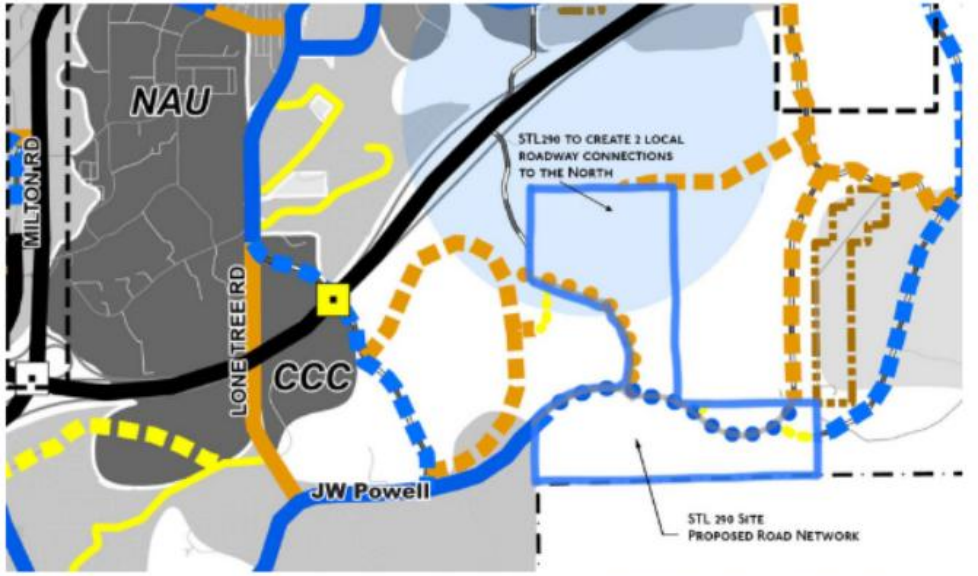
STL Minor Regional Plan Amendment

Amend Map 25, the Road Network Illustration

- Align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway.
- The amendment changes the east portion of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.



EXISTING ROAD NETWORK MAP

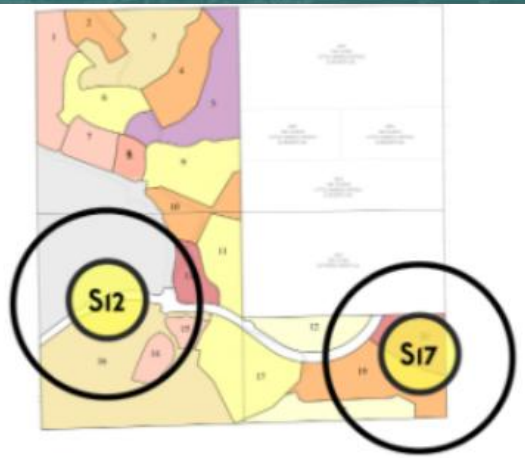


PROPOSED ROAD NETWORK MAP

STL Minor Regional Plan Amendment

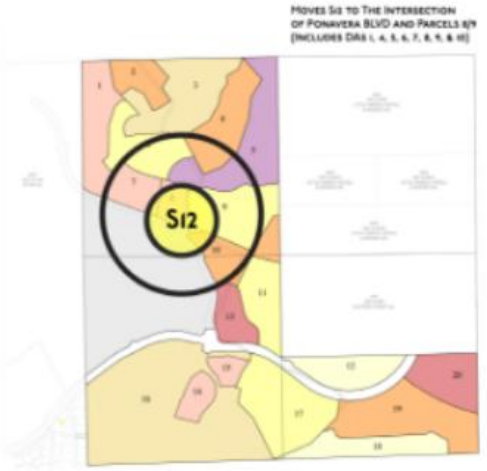
Remove Activity Center S17

- S17 is identified as a Neighborhood scale Future Suburban Activity Center.
- The applicant states the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.



STL 290 SITE
EXISTING ACTIVITY CENTERS

EXISTING ACTIVITY CENTERS MAP



STL 290 SITE
PROPOSED ACTIVITY CENTERS

PROPOSED ACTIVITY CENTERS MAP

STL Minor Regional Plan Amendment

Findings

The Planning and Zoning Commission shall find that the proposed Minor Regional Plan Amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

STL Minor Regional Plan Amendment

Regional Plan Vision

- “The Greater Flagstaff community embraces the region’s extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today’s citizens and future generations.”

STL Minor Regional Plan Amendment

Request 1: Relocate S12

- Suburban Activity Centers have a pattern of commercial uses as the primary anchor with supporting residential around it.
- The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

STL Minor Regional Plan Amendment

Request 2: Amend Map 25

- Area to the north is mapped as “Identify Road Network Solutions through Future Study.”
- Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.
- Aligns the Map with the current JW Powell road alignment.
- A Suburban Corridor “serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street.”

STL Minor Regional Plan Amendment

Request 3: Delete S17

- The removal of an activity center would push intensity and density along the corridor rather than cluster it around an activity center.

STL Minor Regional Plan Amendment

Citizen Participation Plan

- The applicant held three neighborhood meetings for this application, in addition to a proposed Specific Plan and the Concept Zoning Map Amendments.
- These meetings were held on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.

STL Minor Regional Plan Amendment

Recommendation

- Staff recommends the Planning and Zoning Commission forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-57 and Ordinance No. 2026-30: A resolution of the Flagstaff City Council, declaring as a public record that certain document filed with the City Clerk entitled "STL 290 Specific Plan" and an Ordinance of the City Council of the City of Flagstaff adopting the STL 290 Specific Plan to guide the development of approximately 290 acres and to provide specific development requirements for purposes of developing allowed commercial uses, a travel accommodation use, residential subdivisions, and amenities and open space.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Resolution No. 2026-57 by title only
2) City Clerk reads Resolution No. 2026-57 by title only (if approved above)
3) Read Ordinance No. 2026-30 by title only for the first time
4) City Clerk reads Ordinance No. 2026-30 by title only (if approved above)

At the December 1, 2026, Council Meeting:
5) Adopt Resolution No. 2026-57
6) Read Ordinance No. 2026-30 by title only for the final time
7) City Clerk reads Ordinance No. 2026-30 by title only (if approved above)
8) Adopt Ordinance No. 2026-30

Executive Summary:

A request by Symmetry Companies for adoption of the STL 290 Specific Plan, a regulating document for approximately 290 acres of State Trust land (Certificate of Purchase No. 53-120834) located northeast of Pine Canyon Estates along the planned J.W. Powell Boulevard extension. The Specific Plan accompanies two concurrent Concept Zoning Map Amendment cases that propose rezoning portions of the property from Rural Residential (RR) with the Resource Protection Overlay (RPO) to a combination of Single-Family Residential (R1-RPO), Medium Density Residential (MR-RPO), Suburban Commercial (SC-RPO), and Highway Commercial (HC-RPO).

Approval of the STL 290 Specific Plan would establish development regulations, land use standards, circulation networks, open space requirements, and implementation procedures specific to this 290-acre master planned development.

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval.

Financial Impact:

There are no financial impacts from this Specific Plan adoption.

Policy Impact:

There are no policy impacts from this Specific Plan adoption.

Previous Council Decision or Community Discussion:
There have been no previous Council decisions on this item.

Options and Alternatives to Recommended Action:
The City Council may approve the resolution and ordinance as proposed, approve the resolution and ordinance with conditions, or deny the resolution and ordinance.

Background and History:
The STL 290 Specific Plan defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land in south Flagstaff, organized into 20 Development Areas (DA) with proposed zoning classifications of RR-RPO, R1-RPO, MR-RPO, SC-RPO, and HC-RPO, each tied to proposed uses. These include single-family residential; Missing Middle (duplex, triplex, or fourplex) and multifamily housing; retail, commercial, and the possibility for vertically integrated mixed-use housing in SC-RPO zoned areas; and travel-accommodations in the HC-RPO zoned area. The plan also establishes designated open space, parks, and multimodal trail corridors; outlines required water, sewer, drainage, and public-service infrastructure; and provides a phased approach for constructing roads, utilities, and community facilities.

The STL 290 Specific Plan is structured into five phases that coordinate the timing of roadway construction, utility installation, open-space delivery, and development of the 20 designated DA. Phase 1 includes DA 14, 15, and 16, along with the extension of J.W. Powell Boulevard and associated utilities. DA 14 and DA 15 are to be rezoned R1-RPO and allow medium-density residential uses such as duplexes, triplexes, fourplexes, townhomes, and condominiums, while DA 16 is being developed under existing RR-RPO zoning and contains previously approved single-family homes, with only the open-space tract, which is to be developed as golf-related facilities, included in the Specific Plan.

Phase 2A consists solely of constructing San Francisco Peaks Parkway and related FUTS improvements. Phase 2B includes DA 13, which is to be rezoned SC-RPO and supports suburban commercial development with up to 50,000 square feet of retail and service uses, as well as optional mixed-use housing; this phase also includes construction of Plaza Park. DA 13 is referred to as a “Commercial Village.” The Specific Plan identifies the following uses in DA 13: General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.

Phase 3 encompasses DA 4, 5, 6, 7, 8, 9, 10, 11, and 12 surrounding the S12 Activity Center, along with Central Park and Arizona Trail facilities. DA 4 and DA 10 are proposed to be rezoned R1-RPO and permit “Missing Middle Type 2” residential products as defined in the Specific Plan; DA 5 is zoned HC-RPO and includes the lodge; DA 6, 9, and 11 are zoned R1-RPO and allow “Missing Middle Type 1” housing types as defined in the Specific Plan; DA 7 and 8 are to be rezoned MR-RPO and support medium-density multifamily housing; and DA 12 is zoned RR-RPO and allows low-density single-family residential development with significant natural-resource preservation. The Specific Plan defines various housing types, including missing middle, on page 63. The Specific Plan identifies the primary use in DA 5 as Travel Accommodations, with Restaurant, Bars/Taverns, Outdoor Public Uses, and General Retail Business Uses as accessory uses.

Phase 4 includes DA 1, 2, and 3 at the northern portion of the site. DA 1 is to be rezoned MR-RPO and allows medium-density multifamily housing; DA 2 is to be rezoned R1-RPO and supports Missing Middle Type 2 housing; and DA 3 is zoned RR-RPO and designated for low-density single-family homes. This phase also includes construction of North Park.

Phase 5 includes DA 17, 18, 19, and 20 in the southeastern area, along with East Park, additional FUTS connections, and a trailhead. DA 17 is to be rezoned R1-RPO for Missing Middle Type 1 housing; DA 18 is zoned RR-RPO for large-lot single-family homes; DA 19 is to be rezoned R1-RPO for a mix of Missing Middle housing types; and DA 20 is to be rezoned SC-RPO for suburban commercial uses with an optional mixed-use residential component. The Specific Plan lists the following permitted commercial uses in DA

20: General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, Automobile Service Station and Convenience Store, Public Services, and Public Parking.

Connection to PBB Priorities and Objectives:
Support and strengthen a robust, diverse, and sustainable economy.

Connection to Regional Plan:
The attached staff report has identified relevant Regional Plan Goals and Policies that could be applied to each part of the proposed Minor Regional Plan Amendment.

Connection to Carbon Neutrality Plan:
DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
HF-1: Protect existing forests, resources, and meaningful open spaces.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.
Protect 2.2: Encourage diversity of housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

Attachments:
11/17 Presentation
Res. 2026-57
Ex. A - Specific Plan
Ord. 2026-30
Ex. A - Legal Description
Staff Report
Application
Regional Plan Conformance Analysis
Impact Analysis Narrative
FUSD Letter
Record of Proceedings
Presentation

STL 290 Minor Regional Plan Amendment, Specific Plan, & Zoning Map Amendments

Alaxandra Pucciarelli
Current Planning Manager
November 17, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL 290

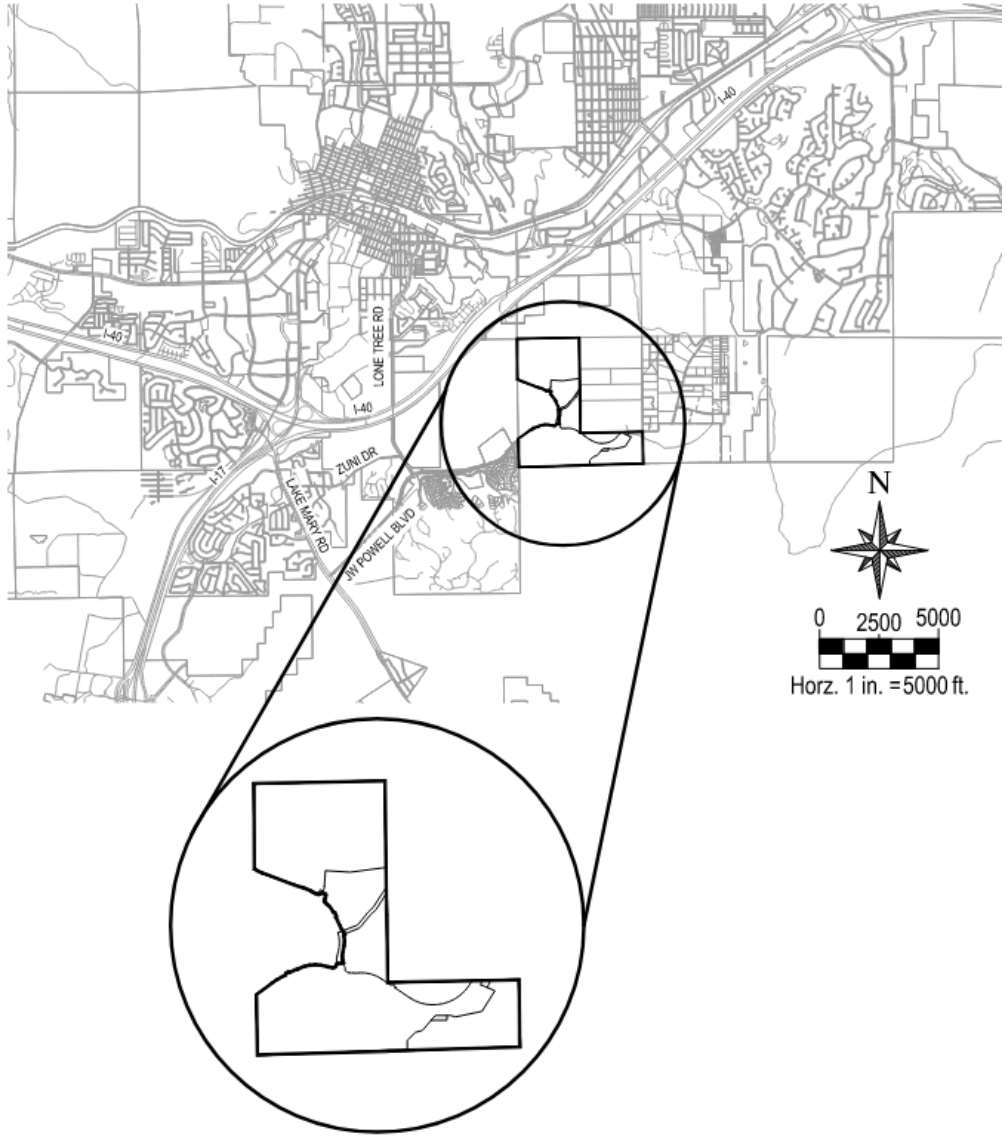
Subject Property

Existing Conditions

- The subject property is approximately 290 acres of undeveloped land.

Proposed Development

- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



STL 290 – Minor RP Amendment

Application 1:

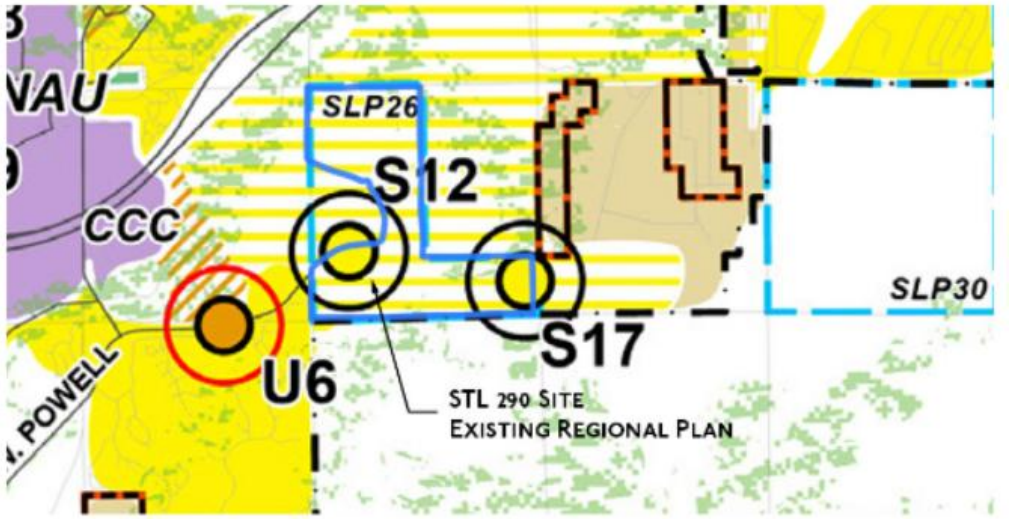
A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Symmetry Companies,

1. move the center point of activity center S12 north on Maps 21, 22, and 24;
2. remove activity center S17 on Maps 21, 22, and 24;
3. realign the road network to follow the John Wesley Powell Boulevard extension.

STL 290 – Minor RP Amendment

Relocate future suburban activity center S12

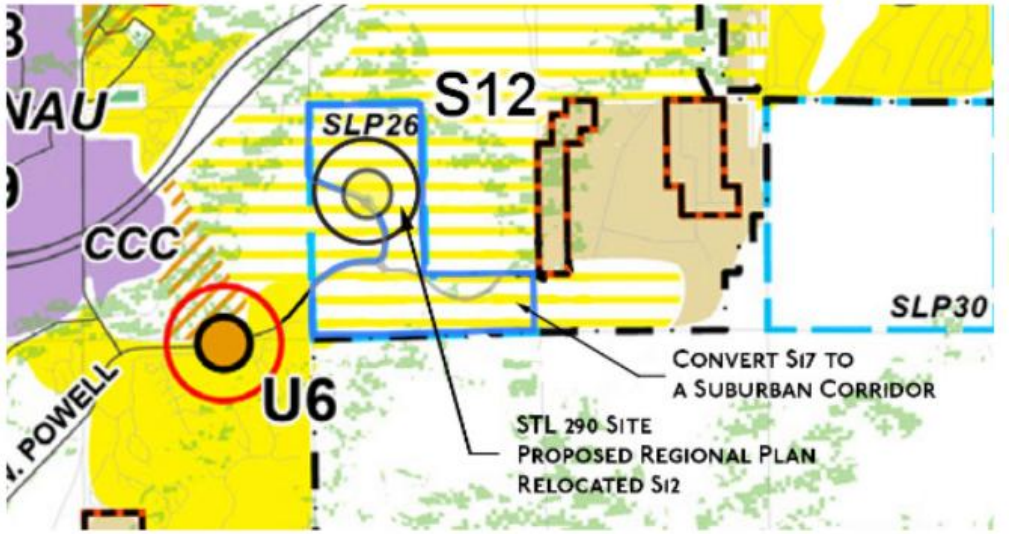
- Move to the north near the proposed development of a travel accommodation use, referred to by the applicant as “the Lodge.”
- Along a proposed collector roadway.



EXISTING REGIONAL PLAN MAP

Remove future suburban activity center S17

- The applicant states the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.



PROPOSED REGIONAL PLAN MAP

STL 290 – Minor RP Amendment

Relocate S12

- Suburban Activity Centers have a pattern of commercial uses as the primary anchor with supporting residential around it.
- The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

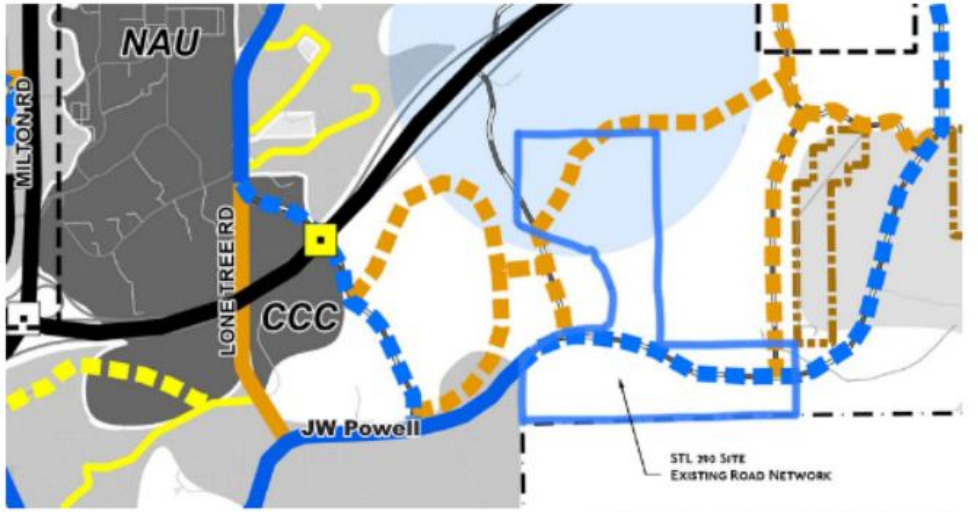
Delete S17

- The removal of an activity center would push intensity and density along the corridor rather than cluster it around an activity center.

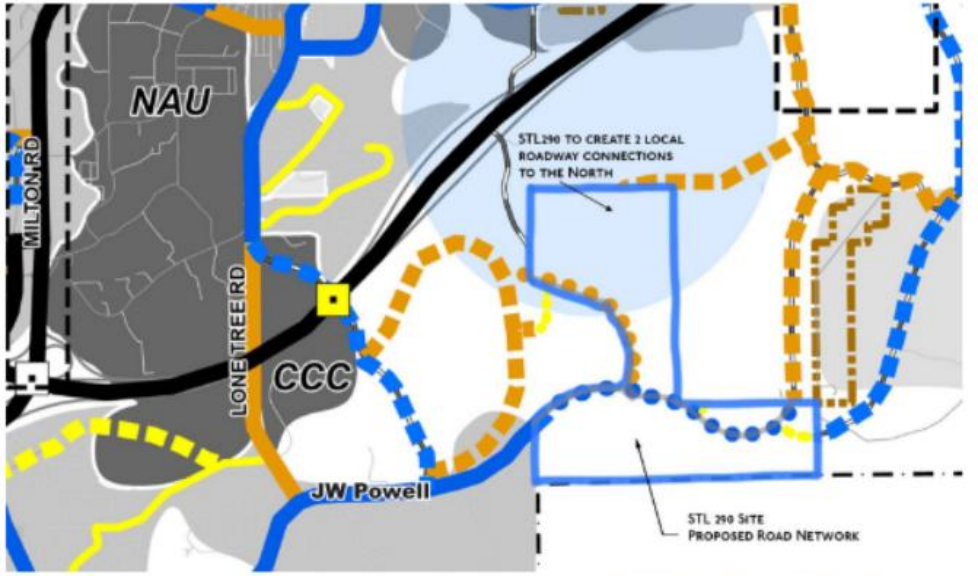
STL 290 – Minor RP Amendment

Amend Map 25, the Road Network Illustration

- Align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway.
- The amendment changes the east portion of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.



EXISTING ROAD NETWORK MAP



PROPOSED ROAD NETWORK MAP

STL 290 – Minor RP Amendment

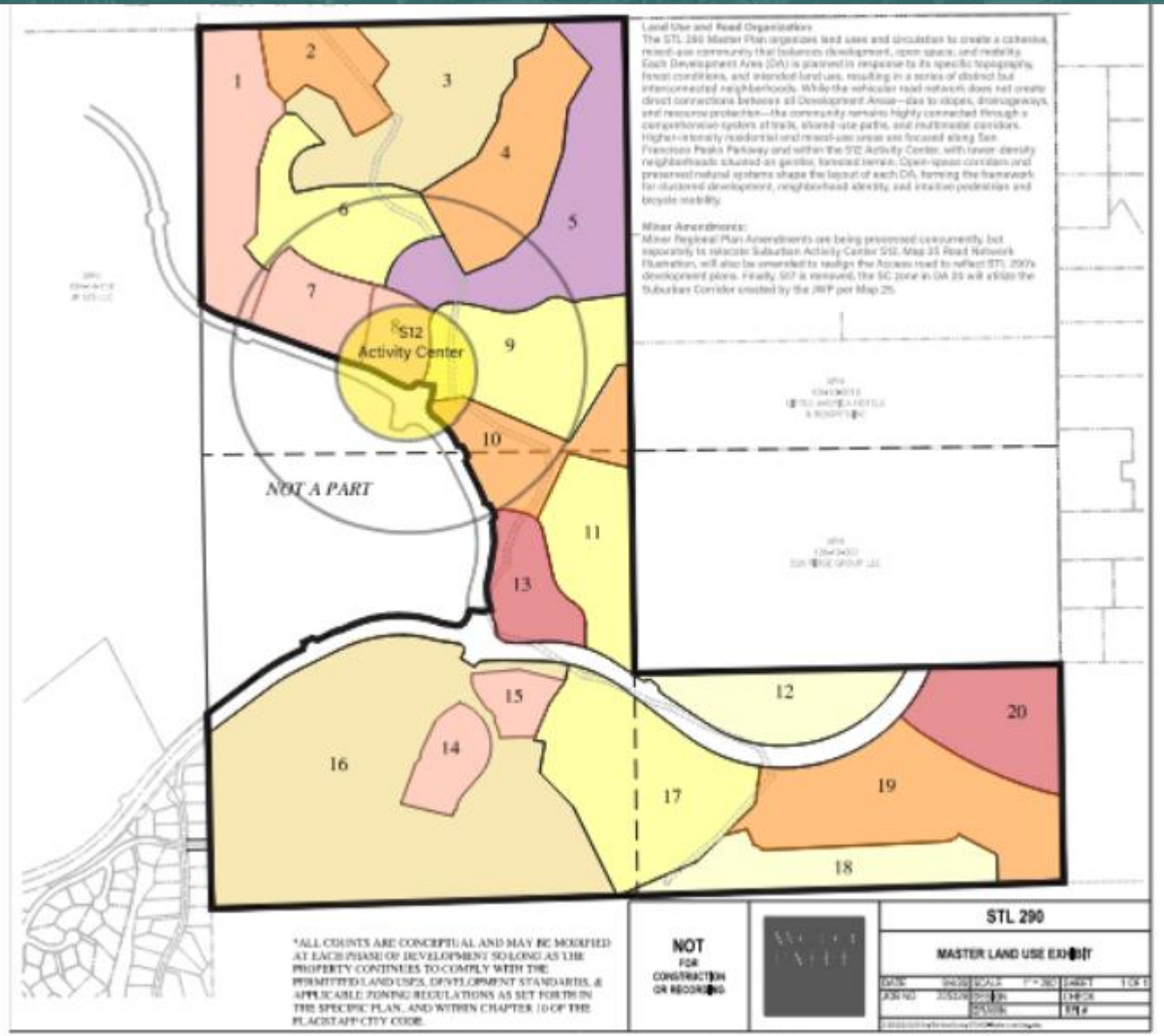
Amend Map 25

- Area to the north is mapped as “Identify Road Network Solutions through Future Study.”
- Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.
- Aligns the Map with the current JW Powell road alignment.
- A Suburban Corridor “serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street.”

STL 290 – Specific Plan

Application 2: Specific Plan

- Defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land.
- 20 Development Areas (DA) with proposed zoning classifications of RR, R1, MR, SC, and HC.
- Establishes designated open space, parks, and multimodal trail corridors.
- Outlines required water, sewer, drainage, and public-service infrastructure.
- Provides a phased approach for constructing roads, utilities, and amenities.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Specific Plan Modifications

Modifications to Density requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
3	RR	No min 1 unit/acre max	0.8 unit/acre min 1 unit/acre max
2, 4, 6, 9	R1	2 unit/acre min 6 unit/acre max	4 unit/acre min 6 unit/acre max
1, 7	MR	6 unit/acre min 14 unit/acre max	12 unit/acre min 14 unit/acre max
8	MR	6 unit/acre min 14 unit/acre max	11 unit/acre min 14 unit/acre max

STL 290 – Specific Plan Modifications

Land Use Permissions (Allowed Uses Table)

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in DA 16.

Planned Residential Development Modifications

- Applies PRD standards site-wide rather than per-phase,
- Counts open space collectively,
- Meets PRD points through community-scale amenities rather than parcel-specific features.

STL 290 – Specific Plan Modifications

Modifications to Height requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
2, 10, 19	R1	35 feet	48 feet
4, 14, 15	R1	35 feet	60 feet
1, 7, 8	MR	35 feet	60 feet
5	HC	60 feet	75 feet
13, 20	SC	35 feet	60 feet

STL 290 – Specific Plan Modifications

Modifications to Setbacks

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (DA 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

STL 290 – Specific Plan Modifications

Block Length and Street Connectivity Standards

- The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size.
- The street network in the DA 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints.
- The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

STL 290

Housing

- Proposed target of 785 dwelling units.
- Entitlements allow a range of 605 – 1,312 dwelling units.
- The Specific Plan restricts the development of single-family residential housing in five areas (DA 1, 7, 8, 14, and 15).
- No Affordable Housing units are included in the proposal.
- No restrictions on Short Term Rentals

STL 290 – Concept Rezone to R1

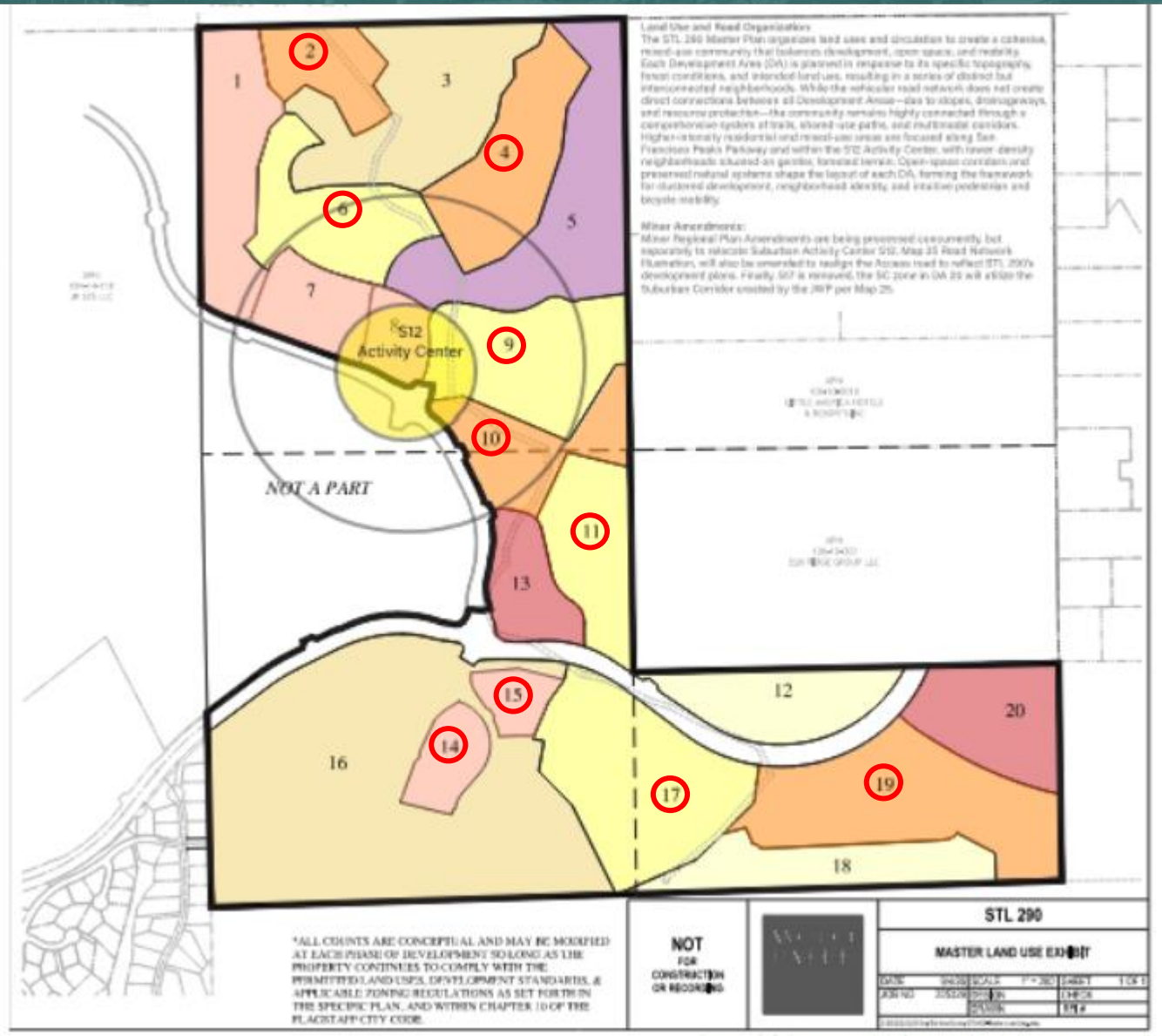
Application 3:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO.

STL 290 – Concept Rezone to R1

Development Areas (DA)

- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO.
- These areas will accommodate between 315-721 (443 target) dwelling units.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to R1

Density

- DA 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre).
- The Specific plan requires DA 2, 4, 6, and 9 to have between 4-6 units per acre.
- DA 4, 6, 9, and 10 are located within the S12 Activity Center pedestrian shed and contribute to the minimum required average density of 6 units per acre.

Allowed Uses

- All DA are allowed to develop the permitted residential uses in the R1 zone.
- DA 14 and 15: One Unit Residential Development is prohibited.
- All DA are allowed to develop Outdoor Public Uses under Commercial Uses.

STL 290 – Concept Rezone to SC, HC, MR

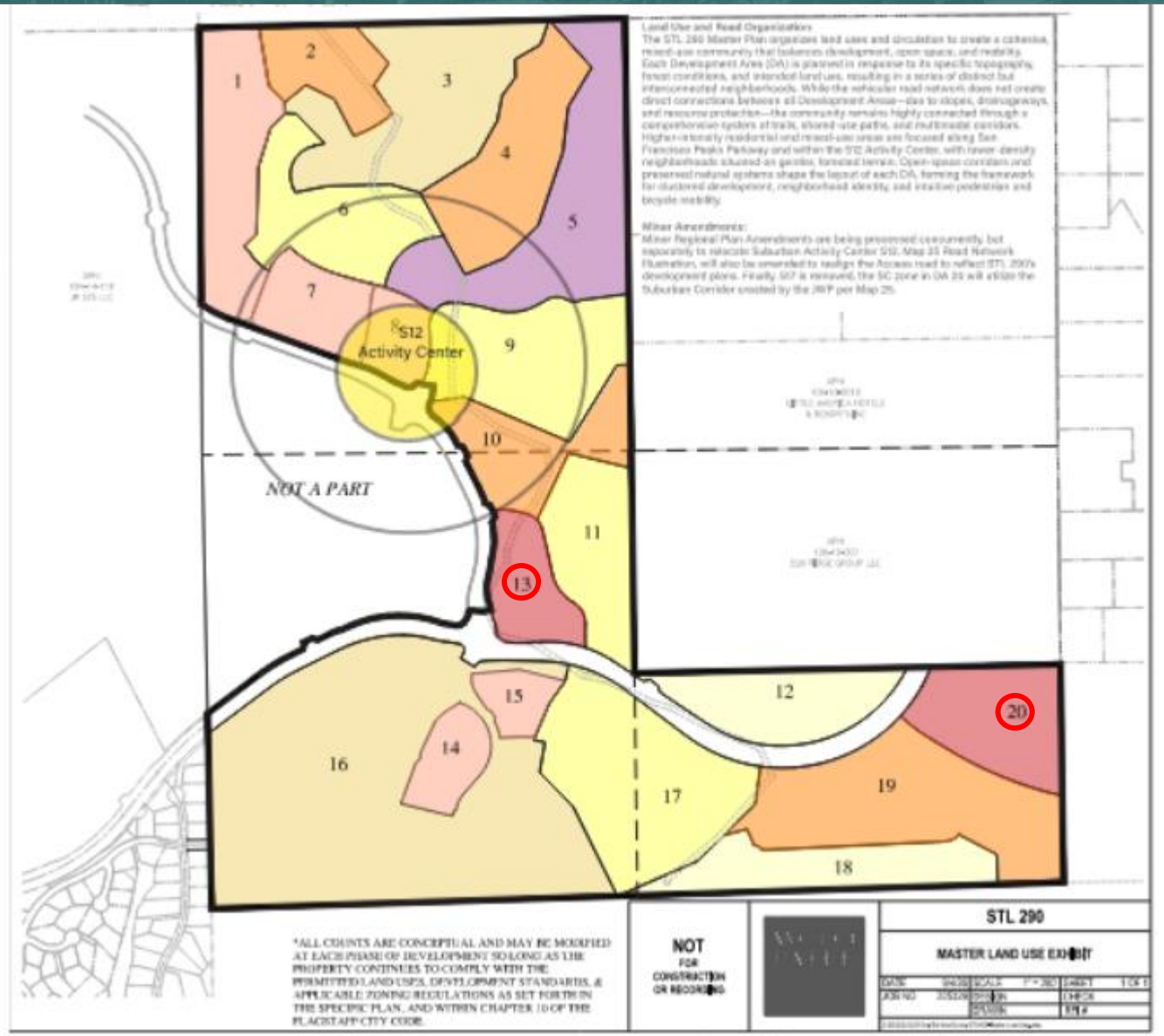
Application 4:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

STL 290 – Concept Rezone to SC, HC, MR

Development Areas (DA)

- Rezone two DA (13 and 20) to the SC zone.
- DA 13 is referred to in the Specific Plan as the “Commercial Village”



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Allowed Uses in DA 13 and 20

- Primary Use: General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.
- Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit).
- DA 20 also allows the following primary uses: Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums.
- All Residential uses allowed in the SC zone.

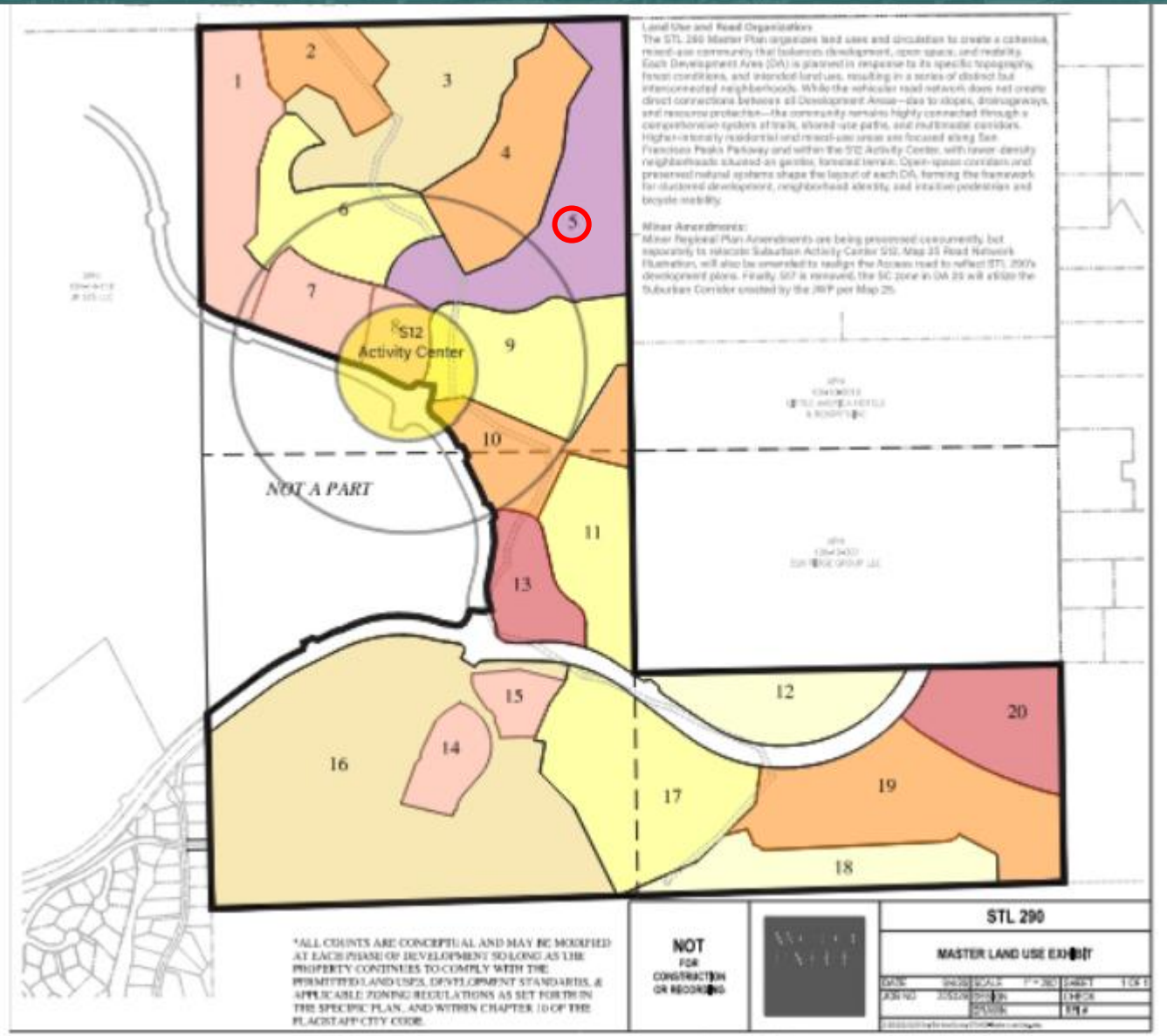
STL 290 – Concept Rezone to SC, HC, MR

Development Areas

- Rezone DA 5 to the HC zone.

Allowed Uses in DA 5

- Primary Use: Travel Accommodations.
- Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Development Areas

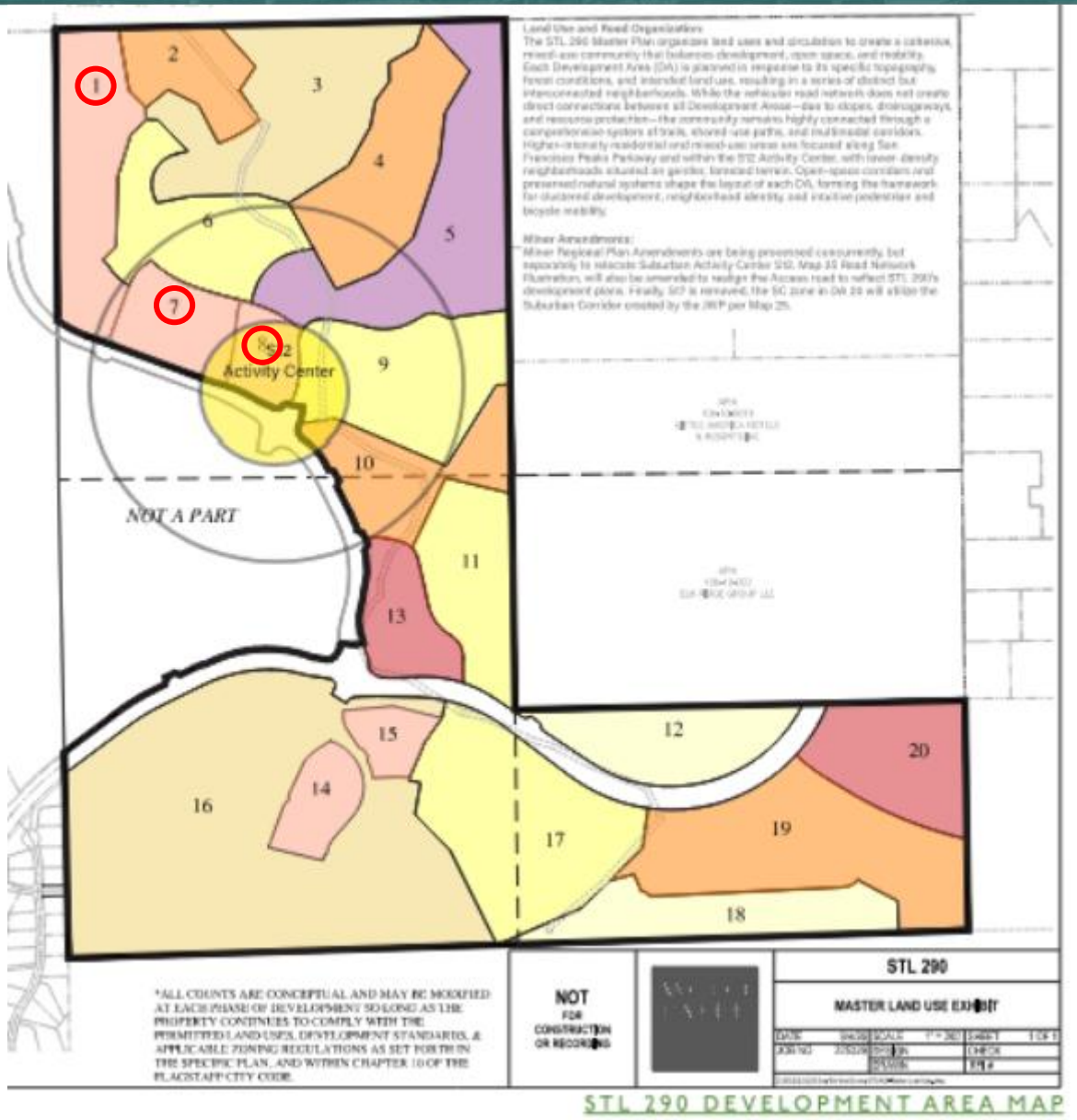
- Rezone DA 1, 7, and 8 to the MR zone.

Allowed Uses in DA 1, 7 and 8

- All residential uses in the MR zone, except One Unit Residential Development is prohibited.
- Outdoor Public Uses is the only allowed commercial use.

Density

- Target 296 dwelling units (280 – 333 dwelling units are allowed).



STL 290 DEVELOPMENT AREA MAP

Entitlements Granted

The entitlements granted by these applications are as follows:

- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

Citizen Participation Plan

- The applicant held three neighborhood meetings for the four applications.
- These meetings were held on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.
- Specific Plans are required to have two Planning & Zoning Commission Hearings.
- Per A.R.S. Section 9-461, the proposal was submitted to required government agencies for a 60-day review and further comment on June 12, 2026.

Findings

- The Planning and Zoning Commission shall find that each request is consistent with and in conformance with the goals and policies of the General Plan.
- The Zoning Map Amendments must also be found to be:
  - Consistent with any applicable specific plans,
  - Provide Community Benefits and Public Good, and
  - The affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STL 290 – Minor RP Amendment

Application 1 Recommendation

- The Planning and Zoning Commission voted (4-0) to forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Specific Plan

Application 2 Recommendation:

- The Planning and Zoning Commission voted (3-1) to forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Concept Rezone to R1

Application 3 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to R1

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

STL 290 – Concept Rezone to SC, HC, MR

Application 4 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to SC, HC, MR

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

RESOLUTION NO. 2026-57

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "STL 290 SPECIFIC PLAN"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may adopt a specific plan 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 the STL 290 Specific Plan, adopted by Ordinance No. 2026-30, by first declaring said specific plan to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as "STL 290 Specific Plan" attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

SECTION 2. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
STL 290 Specific Plan



STL 290 SPECIFIC PLAN

CASE PZ-25-00159-03

CONTACT: HTURBY@SYMMETRYCOMPANIES.COM

PUBLIC HEARING VERSION - FALL 2026

COVER SHEET

DEVELOPMENT TEAM

PROPERTY OWNER | STL405, LLC
C/O SYMMETRY COMPANIES
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

APPLICANT | SYMMETRY COMPANIES
HILLARY TURBY
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(512) 636-2117
HTURBY@SYMMETRYCOMPANIES.COM

DEVELOPER | SYMMETRY COMPANIES
PETER BURGER AND TODD SEVERSON
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

DEVELOPER | CAPSTONE HOMES
BRIAN RHOTON
3605 SOUTH FLAGSTAFF RANCH ROAD
FLAGSTAFF, ARIZONA 86005
(855) 928-1100
BRHOTON@CAPSTONEHOMESAZ.COM

LAND PLANNER | VITA
SCOTT PESSIN AND TODOR SPASOV
4307 N. CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA 85251
(602) 327-9995
TSPASOV@VITAINC.COM

LEGAL REPRESENTATIVE | GAMMAGE & BURNHAM
LINDSAY SCHUBE & SEAN KRIEG
40 NORTH CENTRAL AVENUE, 20TH FLOOR
PHOENIX, ARIZONA 85004
(602) 256-4471
LSCHUBE@GBLAW.COM

TRAFFIC ENGINEER | CIVTECH
DAWN CARTIER
10605 N. HAYDEN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85260
(480) 659-4250
DCARTIER@CIVTECH.COM

ENGINEER | WOOD PATEL
DAN CRONIN AND MIKE YOUNG
2501 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8550
DCRONIN@WOODPATEL.COM

LANDSCAPE ARCHITECT | GREEY PICKETT
WENDELL PICKETT
7144 EAST STETSON DRIVE, SUITE 205
SCOTTSDALE, ARIZONA 85251
(480) 609-0009
WPICKETT@GREEYPICKETT.COM

MARKET ANALYSIS | GRUEN GRUEN & ASSOCIATES
1160 MISSION ST, UNIT 2204
SAN FRANCISCO, CALIFORNIA 94103
(415) 433-7598
WWW.GGASSOC.COM

PROPERTY DATA

PROJECT NAME: STL 290 Specific Plan

CASE NUMBER: PZ-25-00159-03

SITE ADDRESS: 290 Acres of State Land Department Certificate #53-120834

SITE AREA (ACRES): 293.85 Acres (405 original acres minus lotted area of DA 16 & 70-acres of land developed with Juniper Point)

PROPOSED RESIDENTIAL UNITS: 605-1,312 - 290 Acres (785 target)

EXISTING REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood with Activity Center (S12) and (S17)

PROPOSED REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood, Removal of S17 and use of existing JWP Suburban Corridor, and a Relocation of (S12), and a Realignment of Map 25 (Road Network Illustration) creating a Suburban Corridor at the corner of JW Powell BLVD and the Ponavera Boulevard

PROPOSED LAND USE: Residential, Travel Accommodations, and Commercial Uses

EXISTING ZONING CLASSIFICATION: Rural Residential - Resource Protection Overlay (RR-RPO)

PROPOSED ZONING CLASSIFICATIONS: RR-RPO, RI-RPO, MR-RPO, SC-RPO, HC-RPO

PUBLIC HEARING VERSION - Fall 2026

TABLE OF CONTENTS

I. PURPOSE & INTENT | 5

A. Executive Summary | PAGE 5

B. Justification for Preparation of the STL 290 Specific Plan | PAGE 8

II. SCOPE, GOALS, AND COMPATIBILITY | 10

A. Authority & Scope | PAGE 10

B. Goals & Objectives | PAGE 10

C. Regional Plan Compatibility & Implementation | PAGE 11

D. Regional Plan Goals & Policies | PAGE 18

E. Compatibility of Specific Plan with Adjoining Land Uses | PAGE 19

III. PROPOSED DEVELOPMENT PLAN | 21

A. Land Use & Program | PAGE 21

B. Development Standards | PAGE 28

C. Open Space & Civic Space | PAGE 28

D. Pedestrian & Bicycle Trails | PAGE 34

E. Landscaping | PAGE 1 39

F. Fencing | PAGE 41

G. Architecture | PAGE 41

H. Outdoor Lighting | PAGE 41

I. Vehicular Access & Circulation | PAGE 41

J. Block Pattern | PAGE 42

K. Resource Protection Criteria for Conservation | PAGE 49

L. Infrastructure | PAGE 50

M. Public Services (Fire & Police) | PAGE 51

N. Public Transit| PAGE 51

O. Schools | PAGE 54

P. Utilities | PAGE 54

Q. Maintenance for Collector & Arterial Roads | PAGE 54

R. Adjacent Vehicular Access | PAGE 55

S. Phasing | PAGE 55

IV. LAND USE & DEVELOPMENT STANDARDS | 58

A. Residential Program & Uses | PAGE 60

B. Development Standards | PAGE 64

C. Open Space | PAGE 68

D. Resource Protection Standards | PAGE 70

V. IMPLEMENTATION | 72

A. Plan Maintenance and 5-Year Update | PAGE 72

VI. AFFORDABLE HOUSING PLAN | 73







This Specific Plan application includes background information and a narrative discussion, including an executive summary, purpose and intent statements, images, renderings, etc., which are intended to illustrate the overall character and vision for the development. The images do not necessarily convey final design concepts, colors, and materials. The images within this application are preliminary and conceptual, and intended to be illustrative of the character and quality of the development and may be modified during the final design and site plan approval(s). Final uses, density, open space and programming, building footprints, etc. will be determined at time of final design and site plan approval(s) in accordance with the applicable regulations.

I. PURPOSE & INTENT

A. Executive Summary

The City of Flagstaff is at a critical juncture, with major transportation and land use initiatives advancing concurrently. The proposed Specific Plan, together with the extension of J.W. Powell Boulevard, establishes a coordinated framework for future growth that will facilitate the development of new residential neighborhoods, employment opportunities, commercial services, and supporting public infrastructure.

Building on this momentum and in coordination with the City of Flagstaff's long-term plans, Symmetry Companies ("Symmetry") is proposing a Specific Plan for approximately 290 acres—referred to as the "Site" or "Property"—located northeast of Pine Canyon Estates, along the J.W. Powell Boulevard alignment. Symmetry acquired the property through State Land Department Certificate of Purchase No. 53-120834.

The proposed Specific Plan for the site aims to unlock the unique development potential of the Property and create and cultivate a unique character district that supports and aligns with the broader goals of the Flagstaff Regional Plan. Put simply, this plan is a blueprint for creating a vibrant, sustainable, and integrated community that complements the City's vision for growth and development.

At the heart of the development will be a community focused on providing diverse housing options, including missing middle housing types. These housing options, ranging from traditional single-family homes and duplexes to townhomes and condominium units, will help address the housing needs of a diverse population. By incorporating these innovative housing types, the development will promote greater affordability, walkability, and connectivity, thereby creating a vibrant and inclusive community.

Anchoring the development is a commercial village, located near the JWP roundabout, which will serve as a focal point of the community. This village will feature retail stores, restaurants, and high-density residential units, creating a dynamic, pedestrian-friendly environment that fosters interaction and community engagement.
Another key element of the plan is the proposed Travel Lodge, located just north of the commercial village, within the Suburban Activity Center. With stunning views of the San Francisco Peaks, the Travel Lodge will offer visitors an exceptional experience with walkable access to the commercial village. The lodge will also provide a steady flow of visitors to the commercial center, supporting the local economy.

The development's connective tissue will be an extensive network of parks and trails, designed to encourage outdoor recreation and provide access to the natural beauty of Northern Arizona. These parks and trails will serve as recreational hubs for residents and visitors alike, offering spaces for hiking, biking, and outdoor exploration. The design emphasizes sustainability, preserving the area's natural landscape while providing residents and visitors with direct access to the pristine environment that defines the region.

The development's residential areas, surrounding the commercial and recreational core, will feature a variety of housing types that reflect the mountain living experience. The Specific Plan outlines 20 development areas, supporting a minimum of nine (9) distinct residential offerings, all designed with an eye toward sustainability, efficiency, and environmental stewardship. This development will prioritize the protection of the region's geography, climate, culture, and ecology, creating a place that enhances Flagstaff's unique character.

The overall goal of the development is to build a socially, economically, and environmentally sustainable community, one that offers a high quality of life for its residents while contributing to Flagstaff's growth in a responsible and thoughtful manner. Through the integration of missing middle housing, extensive parks and trails, and a commitment to sustainable development, this community will set a new standard for livability in Northern Arizona.

The STL 290 Specific Plan is planned around the following unifying themes:

1

Strategic Planning & Long-Term Vision

- Alignment with Flagstaff's broader regional planning efforts (e.g., Flagstaff Regional Plan 2030).
- A focus on thoughtful, forward-thinking development that integrates the city's long-term goals for transportation, infrastructure, and growth.

2

Economic Vitality

- A thriving commercial village designed to support local businesses and attract visitors.
- The development will stimulate Flagstaff's economy by providing commercial, hospitality, and residential opportunities.

3

Integration with Nature

- Extensive park and trail networks that highlight the natural landscape.
- Commitment to preserving and integrating Flagstaff's distinctive geography, climate, and ecology into the development.

4

High-Quality Living & Active Lifestyle

- A focus on providing residents with high-altitude athletic training opportunities and an active family vacation destination.
- The development aims to create a high quality of life with easy access to outdoor activities and healthy living options.

5

Holistic Community Design

- A comprehensive, well-rounded approach to urban planning that blends residential, commercial, and recreational spaces.
- Emphasis on creating a balanced community that offers a range of living, working, and leisure opportunities in one cohesive environment.
- The development is designed to support a variety of lifestyles, all while promoting a sense of community and place.





Sustainable Growth & Development

- Focus on long-term planning that aligns with Flagstaff's growth goals.
- Development designed to be environmentally responsible, socially inclusive, and economically viable.

6

Outdoor Recreation & Tourism

- A focus on creating a destination that blends outdoor recreation with community living.
- Parks, trails, and recreational amenities designed to attract outdoor enthusiasts, visitors, and residents alike.

7

Housing Affordability & Diversity

- Introduction of missing middle housing types to provide diverse housing options.
- Aimed at meeting the needs of a varied population by offering different housing styles and densities.

8

Community & Connectivity

- A master-planned community that fosters interaction and inclusivity.
- The development prioritizes walkability, connectivity, and a sense of belonging for residents and visitors.

9

Environmental Stewardship

- A commitment to sustainable land development that protects and enhances the local environment.
- Emphasis on the integration of natural features into the design to ensure a harmonious relationship with the land.

10

B. Justification for Preparation of the STL 290 Specific Plan

The STL 290 Specific Plan is justified under Section 11-10.30.020.A of the City of Flagstaff Zoning Code, utilizing Factors 1, 2, and 4 as the basis for preparation, and is further supported by the site's unique regional setting, environmental constraints, and role within the City's long-term growth framework.

The Plan meets Factor 1 (Development potential for new or expanded economic activities) by introducing a mixed-use, master-planned community that integrates a commercial village, lodging, and employment-generating uses within a previously undeveloped area of the Urban Growth Boundary. The site's location along the planned J.W. Powell Boulevard extension and Ponavera Boulevard positions it as a key southern gateway to Flagstaff, capable of supporting tourism, recreation, and local-serving economic activity in a manner that is both regionally accessible and contextually appropriate.

It satisfies Factor 2 (Development or revitalization of unique character districts) by creating a place-based development pattern that responds directly to the site's defining natural features, including ponderosa pine forest, limestone-derived soils, drainageways, and regional wildlife linkages. The Plan organizes development around these constraints through clustered neighborhoods, preserved open-space networks, and an integrated system of trails, including the Arizona Trail, creating a distinctive, nature-oriented community that reflects Flagstaff's environmental identity and outdoor recreation culture.

This character is further reinforced through a deliberate land-use and design framework that emphasizes graduated intensity, with higher-density residential and mixed-use areas located along primary corridors and within walking distance of the Activity Center, and lower-intensity development transitioning into preserved open space and natural resource areas. The incorporation of a lodge and visitor-serving uses establishes a unique, tourism-oriented focal point that differs from conventional suburban activity centers, fostering a sense of place rooted in experience, landscape, and recreation.

In addition, the Plan prioritizes the preservation and integration of significant ecological systems, including riparian corridors, significant slopes, and wildlife movement pathways, ensuring that these features are not only protected but serve as organizing elements of the community. Architectural character, site planning, and landscape design are intended to complement the surrounding forested environment, maintain scenic view corridors, and reinforce a cohesive mountain identity.

Collectively, these elements establish STL 290 as a distinct character district that is not defined solely by land use, but by its integration of natural systems, recreation, tourism, and context-sensitive design, consistent with the Regional Plan's vision for place-based, environmentally responsive development.

The Plan also meets Factor 4 (Rapid growth or economic change) by proactively addressing Flagstaff's increasing demand for housing, workforce opportunities, and tourism infrastructure within a designated growth area. By incorporating a diverse mix of Missing Middle housing types, multifamily options, and lodging, the Plan supports a balanced jobs/housing relationship while reducing pressure on more constrained or environmentally sensitive areas of the City.

Importantly, the STL 290 site presents a combination of topographic variation, forest resources, drainage systems, and regional connectivity that necessitates a coordinated, master-planned approach rather than conventional zoning. The Specific Plan provides the regulatory flexibility needed to respond to these conditions through context-sensitive design, clustered development, and integrated infrastructure planning, while still achieving the overarching goals of compact growth, multimodal connectivity, and environmental stewardship established in the Flagstaff Regional Plan 2030.

Accordingly, the STL 290 Specific Plan establishes a comprehensive entitlement and infrastructure framework that coordinates land use, housing, open space, and regional infrastructure in a manner that is uniquely tailored to the site and

fully consistent with both the Zoning Code and the Flagstaff Regional Plan 2030.

***

Symmetry is a strategic real estate investment and community development firm based in Scottsdale, Arizona. Symmetry offers a diverse portfolio of residential opportunities, which are complemented lifestyle experiences for its residents and the overall community. With a focus on the experience in the community—from amenities to hospitality—Symmetry strives to inspire the human spirit.

Capstone Homes ("Capstone") is founded by industry professionals with over 45 years of home building experience, and has an expanded presence in the region, setting a high standard for new homes in northern Arizona. Importantly, Capstone sets itself apart from other builders as a homebuilder dedicated to environmental conservancy, with homes often featuring the latest energy-efficient construction methods (e.g., Energy Star, WaterSense, Indoor AirPlus Program). Capstone was recently the recipient of the U.S. Department of Energy Housing Innovation Awards for their commitment to energy conservation.



II. SCOPE, GOALS, AND COMPATIBILITY

A. Authority & Scope

The STL 290 Specific Plan is approved in accordance with the provisions of Arizona Revised Statutes, Title 9, Chapter 4, Article 6, Sections 9-461.06 through 9.461.10, and City Code, Title 11, Division 11-10.30. As approved by the City, the STL 290 Specific Plan serves both planning and regulatory functions.

The STL 290 Specific Plan is a detailed element of the Regional Plan enacted under the provision of Arizona Revised Statutes Section 9-461.08 that provides a greater level of detail for a specific geographic area of an element of the Regional Plan, and that provides specific regulations and standards for systematic implementation of the Regional Plan (Regional Plan IX-2).

As a regulatory document, the STL 290 Specific Plan, among other things, controls development standards (e.g., permitted uses, development standards, bulk & mass, lot coverage, etc.) with respect to existing and planned developments, rights-of-way (public or private), open space, and infrastructure. Additionally, this Plan outlines and alters the policies that define activity centers within its boundaries. The STL 290 Specific Plan is a standalone document of zoning regulations and development standards for the Property. Zoning regulations and development standards not specifically set forth or modified by the STL 290 Specific Plan are governed by the City Code. In the event between a conflict of the STL 290 Specific Plan and the City Code, the STL 290 Specific Plan shall control.

Proposed uses, development plans or agreements, and other development approval, including concept, site plan, and/or plat applications, must be consistent with the STL 290 Specific Plan. Proposed projects that are determined to be consistent with the STL 290 Specific Plan will be deemed to be consistent with the Regional Plan.

B. Goals & Objectives

Goals and objectives for the STL 290 Specific Plan include the following:

- Implement goals and policies of the Regional Plan.
- Develop a Suburban Activity Center that seamlessly blends lodging, residential uses, commercial services, and recreational and entertainment opportunities.
- Provide for active and passive open space, recreation, and trail connectivity for the public and visiting guests, which tie into the City's greater existing and planned network.
- Celebrate the deserts, mountains, canyons, forests, history, communities, and people with the extension of the Arizona Trail through and around the Property.
- Create a hospitality experience that draws visitors to enjoy the natural surroundings of Flagstaff and its various recreational opportunities.
- Development of J.W. Powell Boulevard and other public infrastructure (water, sewer, etc.) that will support development of housing, commercial/retail & services, education, parks & recreation, and various other uses and services, in the surrounding area.
- Ensure coordinated and responsible planning and development, utilizing cohesive development regulations, standards, and guidelines that complement the existing and planned residential developments surrounding the Property.

C. Regional Plan Compatibility & Implementation

Purpose and Relationship to the Regional Plan

The Flagstaff Regional Plan 2030 (Regional Plan) establishes the community's long-term vision for preserving natural and cultural resources while accommodating appropriate growth within the City's planning boundary. It sets expectations for how new development should support a resilient economy, a connected multimodal transportation system, high-quality neighborhoods, and a strong sense of place.

The STL 290 Specific Plan (Specific Plan) is a regulating document for approximately 290 acres of State Trust land within the City's growth boundary. It is intended to implement the Regional Plan's vision and policies on a site-specific basis by:

- Defining a coordinated framework for residential neighborhoods, a Suburban Activity Center, tourism-oriented lodging, commercial services, and community amenities; and,
- Providing the basis for concurrent Minor Regional Plan Amendments and rezones needed to align map designations and zoning with the Specific Plan's land use pattern.

Section II.D summarizes how the Specific Plan is compatible with, and implements, the Regional Plan. A separate Conformance Analysis document provides the detailed, policy-by-policy evaluation and full list of applicable goals and policies.

Regional Plan Designations and Proposed Amendments

The Regional Plan Future Growth Illustration currently designates the STL 290 property as Suburban—Neighborhood with two Suburban Activity Centers, and identifies J.W. Powell Boulevard as a future Regional Travel and Circulation Corridor. Within this framework, the property is envisioned to accommodate new suburban neighborhoods supported by commercial services and activity center uses.

To better reflect the site's environmental conditions, tourism potential, and circulation role, the Specific Plan is accompanied by the following Minor Regional Plan Amendments:

1. Relocation of Activity Center S12
   - Relocate Suburban Activity Center S12, currently mapped south of J.W. Powell Boulevard, to the intersection of Ponavera Boulevard and DAs 8/9 adjacent to the family-lodge.

2. Adjustment to Map 25 – Road Network Illustration
   - Realign the Suburban Corridor to follow the J.W. Powell extension and Ponavera Boulevard, supporting creation of a Commercial Village at the northeast corner of the intersection.
   - Clarify the functional relationship between the Suburban Corridor, the Suburban Activity Center, and surrounding neighborhoods.

3. Remove S17 - JWP Alignment (as shown on Map 25) Establishes a Suburban Corridor
   - Remove Activity Center S17 because the existing designation of JWP as a Suburban Corridor better aligns with site constraints, including topography, resource considerations, and the planned circulation framework.
   - Avoid over-concentration of intensity in a single node by distributing land uses and activity along a corridor pattern that reflects the linear nature of the roadway network and supports a more balanced development form.
   - The Suburban Commercial (SC planned for Development Area 20), will utilize the Suburban Corridor created by the JWP per Map 25. DAs 19 and 20 are planned to accommodate a mix of uses and intensities appropriate to a corridor setting and consistent with the overall STL 290 Specific Plan framework.
   - Support multimodal connectivity and access by emphasizing the corridor's role in accommodating pedestrian,

bicycle, and vehicular movement consistent with the Regional Plan's transportation and land use objectives.

These amendments maintain the Regional Plan's overall intent for the area, suburban growth within the boundary supported by an activity center and corridors, while refining the precise location and configuration of those elements so they can be implemented in a more environmentally responsive and economically viable way.

Zoning and Land Use Framework

To implement the Specific Plan, Symmetry Companies is pursuing two concurrent rezonings:

1. Mixed-Use / Tourism / Commercial Core (approximately 72.14 acres)
   - Highway Commercial – Resource Protection Overlay (HC-RPO) (approximately 23.69 acres) to accommodate the lodge, travel accommodations, and associated visitor-oriented uses within the Suburban Activity Center.
   - Suburban Commercial – Resource Protection Overlay (SC-RPO) for the 8-acre Village Core and Development Area 20, providing neighborhood- and visitor-serving retail, services, and amenities.
   - Medium Density Residential – Resource Protection Overlay (MR-RPO) (approximately 27.96 acres) to support compact residential neighborhoods within and adjacent to the Activity Center.

2. Residential Neighborhoods (approximately 139 acres)
   - Single-Family Residential – Resource Protection Overlay (R1-RPO) to establish a series of missing-middle neighborhoods with a range of lot sizes and housing types that respond to the site's slopes, forest resources, and drainageways while implementing the Regional Plan's Suburban Neighborhood designation.

Together, the Specific Plan, Minor Regional Plan Amendments, and rezonings create an internally consistent and coordinated framework that implements the Regional Plan's guidance for new suburban neighborhoods, an activity center, and corridors in the City's southern growth area.

Applicability of Regional Plan Policy

Activity Center and LU.18

Goal LU.18 of the Flagstaff Regional Plan 2030 encourages well-designed activity centers and corridors that provide a variety of employment, business, shopping, civic, cultural and residential opportunities. The policies supporting this goal address the appropriate location, intensity, mix of uses, connectivity and design of activity centers within the urban, suburban and rural contexts.

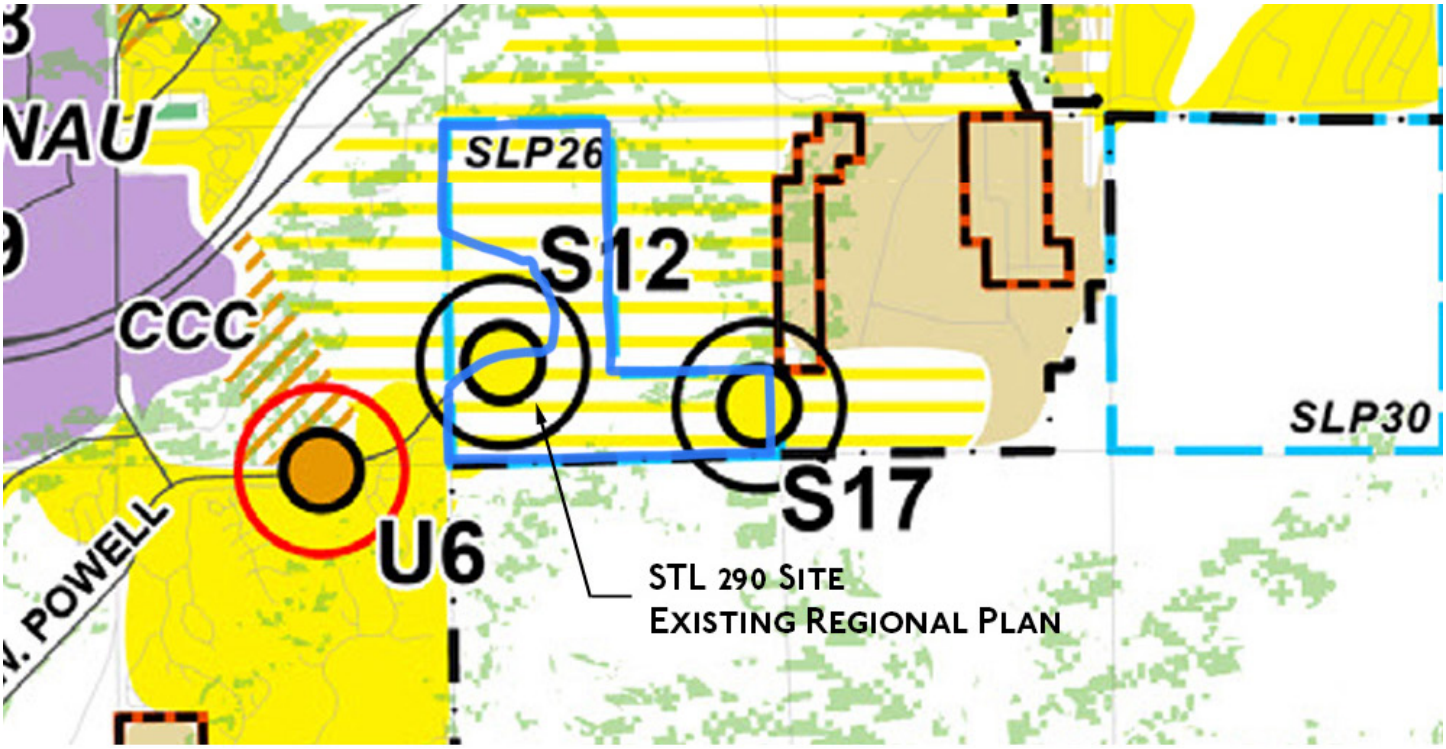
The STL 290 Specific Plan advances Goal LU.18 through the relocation of Activity Center S12, anchored by a lodge and visitor-serving uses within Development Area 5. The proposed development also establishes a Commercial Village at the intersection of J.W. Powell Boulevard and Ponavera Boulevard, incorporates higher-density residential neighborhoods within the Activity Center's pedestrian shed and along designated corridors, and provides an interconnected system of parks, trails and designated open space.

The proposed land use pattern reflects the site's unique topography, forest resources, drainageways and tourism-oriented character. While the Specific Plan does not fully satisfy every policy associated with Goal LU.18, it advances the broader objectives of the Regional Plan through a context-sensitive development pattern supported by several adopted policies.

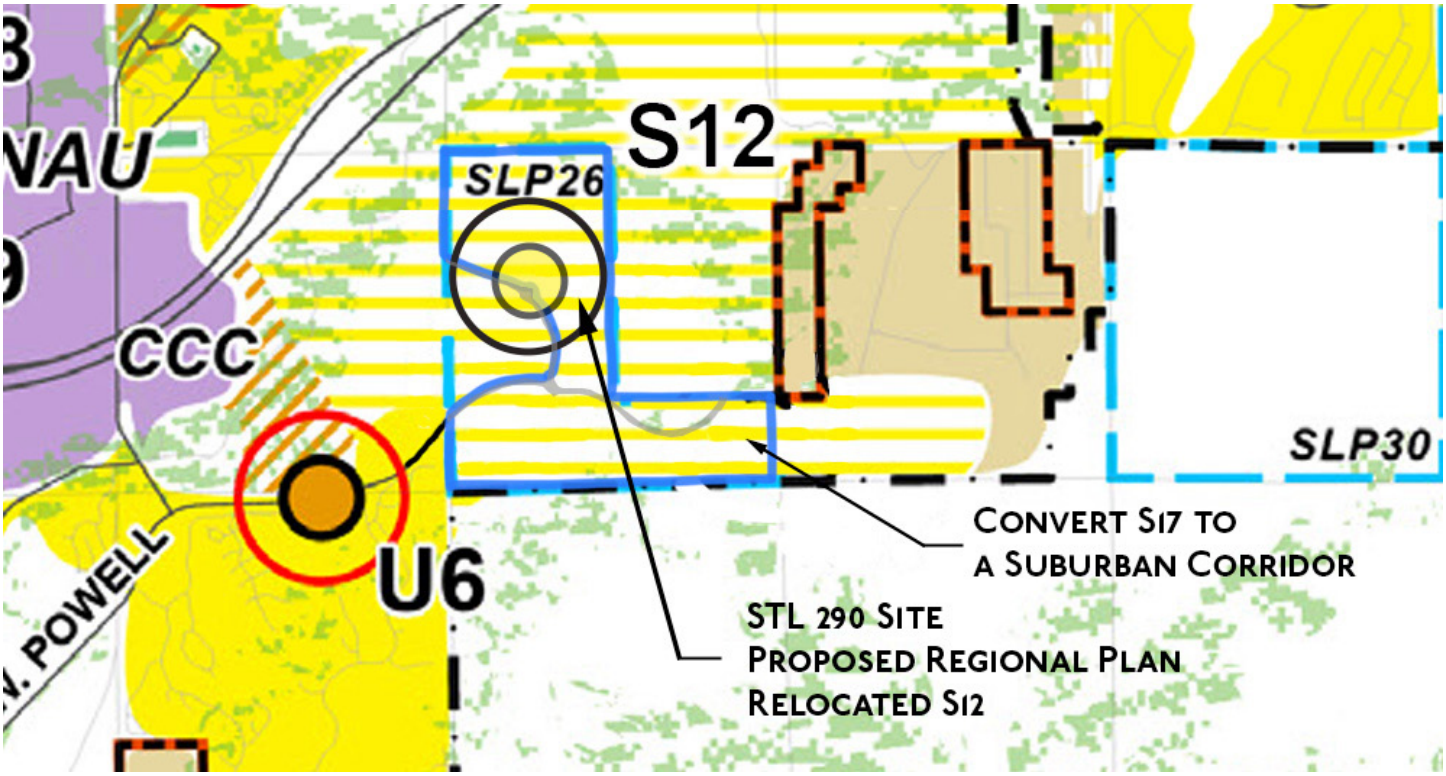
Applicability of Policy LU.18.10

Policy LU.18.10 states:
"Corridors should increase their variety and intensity of uses as they approach activity centers."

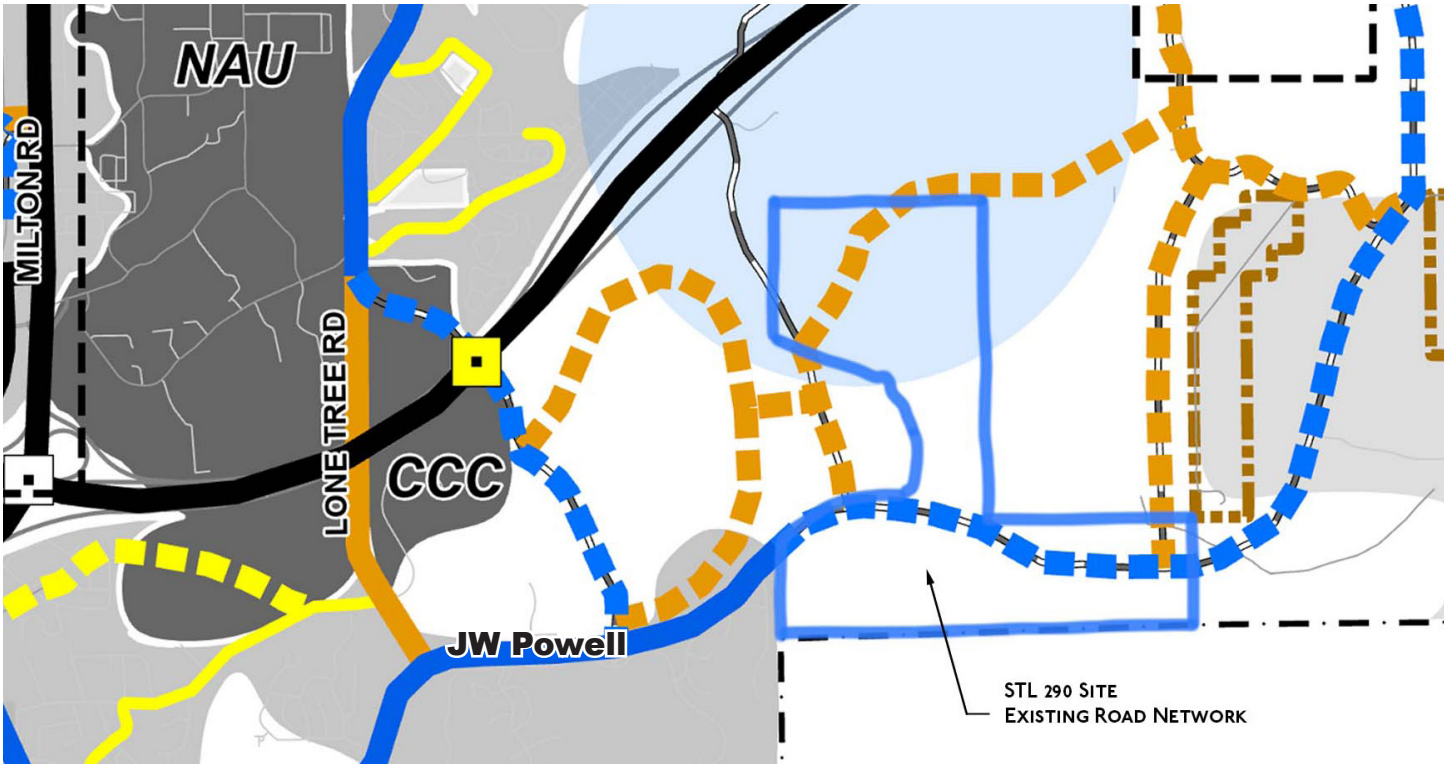
The proposed STL 290 development does not fully conform to Policy LU.18.10. Rather than establishing a conventional development pattern in which the variety and intensity of uses consistently increase toward the Activity Center, the Specific



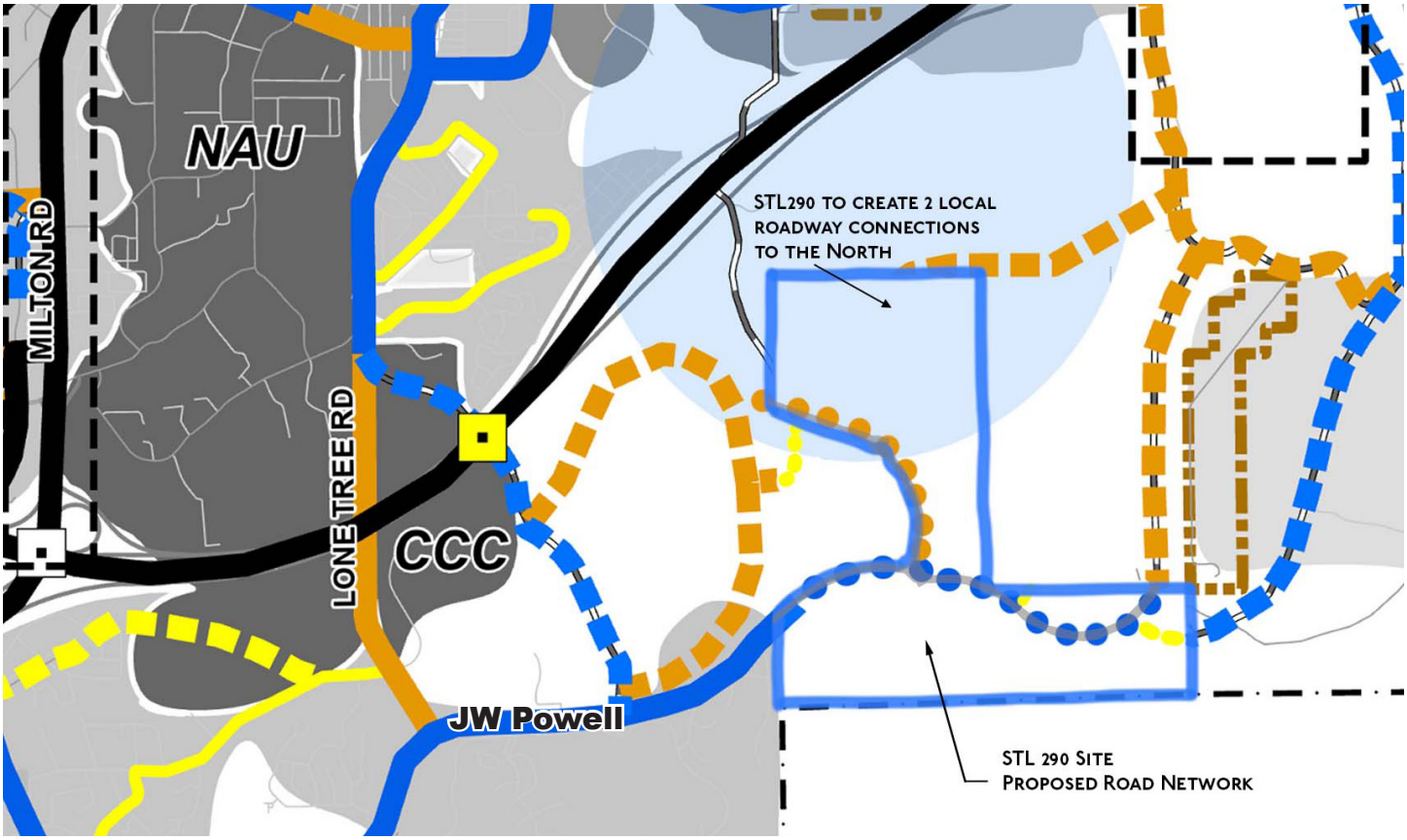
EXISTING REGIONAL PLAN MAP



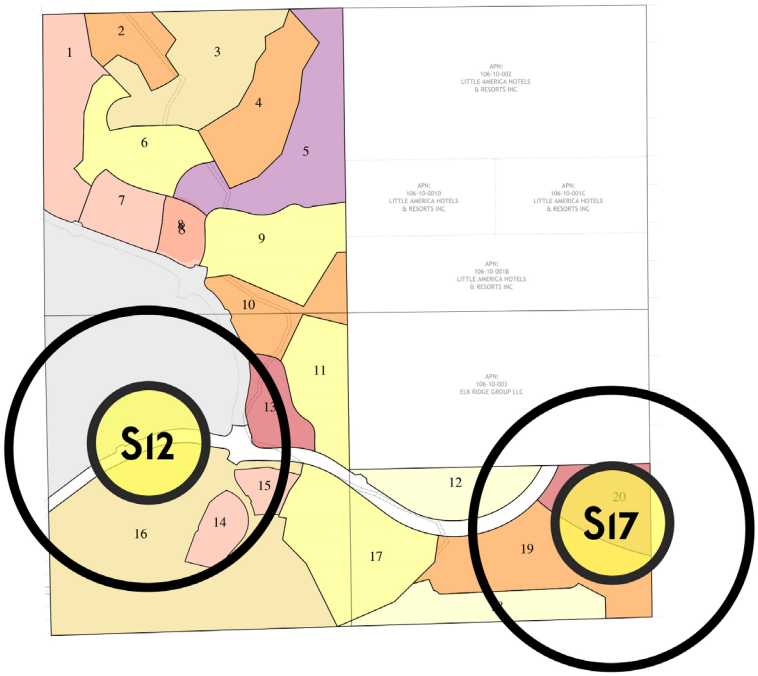
PROPOSED REGIONAL PLAN MAP



EXISTING ROAD NETWORK MAP



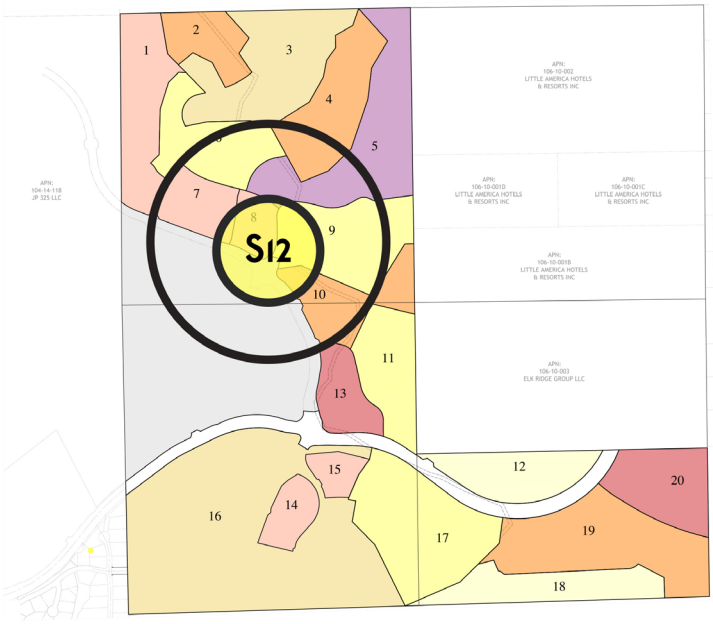
PROPOSED ROAD NETWORK MAP



STL 290 Site
Existing Activity Centers

EXISTING ACTIVITY CENTERS MAP

Moves S12 to The Intersection of Ponavera BLVD and Parcels 8/9 (Includes DAs 1, 4, 5, 6, 7, 8, 9, & 10)



Removes S17. Utilizes existing designation of JWP as a Suburban Corridor.

STL 290 Site
Proposed Activity Centers

PROPOSED ACTIVITY CENTERS MAP

*Colors shown on graphic above represent Land Use and not Zoning. Please see Land Use graphic or Illustrative graphic for all Land Use and Zoning classifications.

Plan proposes a landscape-oriented configuration that responds to the site's physical characteristics and intended land uses.

Activity Center S12 is anchored by a lodge and visitor-serving amenities that depend upon a setting characterized by substantial landscape buffers, preserved forest stands, scenic views and natural open space. Consequently, development intensity within S12 is intentionally lower near the lodge and surrounding natural features, with higher-density residential and mixed-use development concentrated along Ponavera Boulevard and within other appropriate portions of the Activity Center's pedestrian shed.

The proposed development pattern also reflects the establishment of a Commercial Village at the intersection of J.W. Powell Boulevard and Ponavera Boulevard and the removal of Activity Center S17. Rather than concentrating commercial activity within a secondary activity center, the Specific Plan accommodates commercial and mixed-use development along the designated Suburban Corridor, including Development Areas 19 and 20.

Although this configuration does not fully achieve the progression of uses and intensity contemplated by Policy LU.18.10, it provides an alternative development pattern that is supported by other adopted Regional Plan policies addressing context-sensitive design, activity center development, housing diversity, multimodal connectivity and natural resource protection.

The Specific Plan does not propose to amend, replace or exempt the Planning Area from Policy LU.18.10. Instead, the proposed development acknowledges this policy inconsistency and identifies the other adopted Regional Plan policies that support the proposed land use configuration.

Consistency with Adopted Regional Plan Policies

The proposed land use pattern advances the following Regional Plan policies:

Context-Sensitive Activity Center Design

- Policy LU.18.1 supports the design of activity centers and corridors appropriate to their urban, suburban, or rural context.
- Policy LU.18.2 encourages activity centers and corridors with distinctive identities derived from environmental features, a mix of uses, public spaces, parks, plazas, and high-quality design.
- Policy LU.18.9 supports planning activity centers and corridors appropriate to their respective context and scale.

The proposed S12 Activity Center responds to these policies by establishing a distinctive, lodge-anchored destination that integrates commercial and visitor-oriented uses with the surrounding forested landscape. The use of landscape buffers, natural open spaces, and graduated development intensity creates a context-sensitive development pattern appropriate to the site's physical characteristics and its designation as a Suburban Activity Center.

Housing, Mixed-Use Development, and Activity Center Organization

- Policy LU.18.4 encourages a variety of housing types and price points within activity centers and corridors, particularly attached and multi-family housing.
- Policy LU.18.6 supports increased densities within activity centers and corridors.
- Policy LU.18.7 supports concentrating commercial, retail, services, and mixed-use development within activity center commercial cores.
- Policy LU.18.8 supports increased residential densities within activity center pedestrian sheds.
- Policy LU.13.4 encourages suburban development that includes a variety of housing options.

The Specific Plan supports these policies by accommodating a range of residential densities and housing types, including single-family, missing-middle, and multi-family residential development. Higher-density residential uses are concentrated within the S12 pedestrian shed and along the planned Suburban Corridor, while commercial and visitor-oriented uses are

organized around the lodge, Commercial Village, and designated mixed-use development areas.

This arrangement establishes a coordinated relationship between residential neighborhoods, commercial destinations, and the transportation network while allowing development intensity to respond to the site's natural features.

Natural Resource Protection and Open Space

- Policy LU.3.3 supports protecting sensitive cultural and environmental resources through appropriate land uses and buffers.
- Policy LU.5.3 promotes compact development appropriate to the context of each area type.
- Policy LU.5.4 encourages clustering development in appropriate locations to preserve natural resources and open space and minimize service and utility costs.
- Policy LU.13.11 promotes cluster development as an alternative development pattern to preserve resources and minimize service and utility costs.

The Specific Plan advances these policies by using natural features and landscape buffers as primary organizing elements of the development. The proposed Designated Open Space network incorporates preserved forest stands, drainageways, slopes, and other environmentally sensitive areas.

Rather than imposing a uniform development pattern, the Specific Plan concentrates development in appropriate locations while preserving interconnected natural areas. This approach provides transitions between development areas, protects natural resources, and reinforces the distinctive forested character of STL 290.

Multimodal Connectivity and Pedestrian Access

- Policy LU.18.5 supports multimodal activity centers and corridors, emphasizing pedestrian- and transit-friendly design.
- Policy LU.18.15 recognizes that pedestrian-shed boundaries should consider constraints and opportunities associated with terrain, road networks, and other natural and constructed barriers.
- Policy LU.13.1 prioritizes connectivity for walking, biking, and driving within and between suburban neighborhoods.
- Policy LU.13.9 supports using open space and FUTS trails to connect residential uses with employment, shopping, schools, parks, and natural open spaces.

The Specific Plan provides an interconnected multimodal network linking the S12 Activity Center, Commercial Village, residential neighborhoods, parks, and the Arizona Trail. This network includes streets, multi-use paths, pedestrian connections, and bicycle routes that provide alternative connections where topography and resource protection constraints limit conventional street configurations.

Overall Regional Plan Consistency

Although the proposed development does not fully conform to Policy LU.18.10, the STL 290 Specific Plan advances the broader intent of Goal LU.18 and numerous other applicable Regional Plan policies.

The proposed land use pattern balances the objectives of compact development, mixed-use activity centers, increased residential density, multimodal connectivity, and environmental protection. Its landscape-structured configuration recognizes the unique topographic and ecological characteristics of the site while establishing a distinctive, tourism-oriented Suburban Activity Center.

Taken together, these considerations demonstrate that the proposed development supports the Regional Plan's broader land use objectives, notwithstanding its identified inconsistency with Policy LU.18.10.

D. Summary of Regional Plan Goals and Policies Advanced by the Specific Plan

The Specific Plan advances a broad cross-section of Regional Plan goals and policies. Key themes include:

- Environmental Planning & Conservation – Preservation and restoration of forests, slopes, and drainageways; use of native, drought-tolerant landscaping; and protection of wildlife corridors that maintain ecosystem function and community character. (E&C.5; E&C.6).

- Open Space & Recreation – Integration of open space corridors, parks, and FUTS/Arizona Trail connections into the land use pattern, supporting passive and active recreation and non-motorized mobility. (OS.1; REC.1).

- Water Resources & Energy – Use of reclaimed water, water-efficient landscape practices, and compact development patterns that reduce energy demand and support the City's climate and sustainability policies. (WR.3; WR.5; E.1; E&C.2).

- Community Character – Context-sensitive design that incorporates natural systems, preserves key viewsheds, and reinforces high-quality architectural and streetscape treatments along Ponavera Boulevard and J.W. Powell Boulevard. (CC.1; CC.4).

- Growth Areas & Land Use – Development of new suburban neighborhoods and a Suburban Activity Center within the designated growth boundary that reflect the site's forested terrain and natural systems while achieving the intended Activity Center outcomes. (LU.2; LU.4; LU.5; LU.6; LU.7; LU.13; LU.18).

- Transportation – A multimodal mobility framework that couples roadway improvements with pedestrian and bicycle networks to support safe and connected travel. The plan also preserves long-term transit readiness along Ponavera Boulevard. (T.1; T.2; T.3).

- Public Facilities & Cost of Development – Coordination with City departments and service providers to ensure that new development contributes its proportionate share toward infrastructure and that emergency service needs are met. (PF.3; CD.1.5).

- Neighborhoods, Housing, and Economic Development – Introduction of missing-middle housing types, support for local tourism through the lodge, and creation of a new Activity Center that contributes to the City's employment and commercial base. (NH.1; ED.6; ED.8).

A detailed, policy-by-policy conformance analysis is provided in the STL 290 Specific Plan – Regional Plan Conformance Analysis companion document.

Conclusion

The STL 290 Specific Plan represents a comprehensive and coordinated approach to implementing the Flagstaff Regional Plan 2030 within the City's southern growth area. Through its integrated framework of residential neighborhoods, a Suburban Activity Center, a Suburban Corridor-oriented Commercial Village, and an interconnected open space and mobility network, the Plan advances the Regional Plan's objectives for compact development, housing diversity, environmental stewardship, economic vitality, and multimodal connectivity.

The concurrent Minor Regional Plan Amendments and rezonings ensure that the Regional Plan's maps and zoning designations are consistent with this framework.

E. Compatibility of Specific Plan with Adjoining Land Uses

The STL Specific Plan has been designed to complement and transition appropriately to surrounding land uses, both existing and planned. The project's mix of residential, commercial, recreational, and open space areas provides a balanced interface with its neighbors while preserving the community's character and natural resources.

In addition to land use compatibility, the Specific Plan establishes a coherent system of roadway connections that strengthens multimodal access and ensures future integration with adjacent developments. These include:

- Three vehicular connections from Ponavera Boulevard into the Juniper Point neighborhood, enhancing north–south circulation and supporting emergency and service access;
- Two local street connections along the northern boundary that will link future residential areas within STL to the Little America property as it develops, promoting neighborhood continuity and a connected street grid;
- A roadway connection through Development Area 12, providing access to the Elk Ridge property and supporting long-term coordination of development patterns east of the site; and
- A southeastern roadway connection establishing direct access to the adjacent NAU property, ensuring long-term regional mobility and supporting institutional and neighborhood interface needs.

These connections not only distribute traffic more evenly across the local network but also reinforce the Regional Plan's emphasis on walkable, interconnected suburban neighborhoods and activity centers.

North: Immediately north of the site, land is currently vacant and undeveloped but designated for suburban residential use. The Specific Plan provides compatible residential and open space edges along this boundary to ensure a smooth transition as development occurs in the future. Further north, the Little America Hotel and associated Highway Commercial (HC) zoning, along with Interstate-40, represent higher-intensity uses. The placement of open space and neighborhood-serving uses within STL creates a buffer that limits potential conflicts with these more intense land uses.

West: The Juniper Point development, a suburban residential neighborhood, lies to the west. The STL Specific Plan incorporates similar suburban-scale residential patterns, trails, and landscaped open spaces along this edge, ensuring consistency in neighborhood character and walkability while reinforcing community connectivity.

East: To the east, the Little America property and surrounding lands are planned for suburban residential and future resort use, while Canyon del Rio, a master-planned community, is also planned but currently undeveloped. Further east, Canyon del Rio is envisioned to include commercial, high-density, and single-family residential areas. The STL Specific Plan provides a compatible mix of residential, commercial, and recreational uses, ensuring integration with these future developments and strengthening regional connectivity through multimodal circulation and open space linkages.

South: Directly south of the site is the Coconino National Forest, a permanent natural edge. The Specific Plan preserves this sensitive interface through open space corridors, view sheds, and trail connections that extend into the regional network. This approach enhances recreational opportunities while maintaining the integrity of adjacent natural lands. The project also abuts a future NAU property, which will be compatible with the adjacent Suburban Corridor within Development Areas 19 and 20.

In summary, the STL Specific Plan establishes a land use framework that is highly compatible with adjoining properties. By thoughtfully integrating transitions, buffering, and connected open space, the plan not only respects current conditions but also anticipates and supports the character of planned development in the surrounding area.







III. PROPOSED DEVELOPMENT PLAN

The STL 290 Specific Plan is a standalone document of zoning regulations and development standards for the Property. Zoning regulations and development standards not specifically set forth or modified by the STL 290 Specific Plan are governed by the City Code. In the event of a conflict between the STL 290 Specific Plan and the City Code, the STL 290 Specific Plan shall control.

This Section contains a description of various STL 290 Specific Plan components, which are supplemented by development standards set forth in Section IV. And V. below. In the event of a conflict between the provisions of this Section and Section(s) IV. and/or V., the terms of Section(s) IV. and V. shall control. The Development Plan, zoning regulations, and development standards are designed to regulate future development within the 290-acre area.

A. Land Use Plan & Program

The STL 290 Master Plan is designed to create a cohesive, connected, and environmentally responsive community that reflects the natural beauty of Northern Arizona while providing a diverse range of housing, lodging, commercial, and recreational opportunities. The community's land use pattern emphasizes walkability, access to nature, and a clear hierarchy of neighborhoods, activity centers, and multimodal corridors, all shaped by the site's forested landscape and panoramic views of the Humphreys and San Francisco Peaks and Mount Elden.

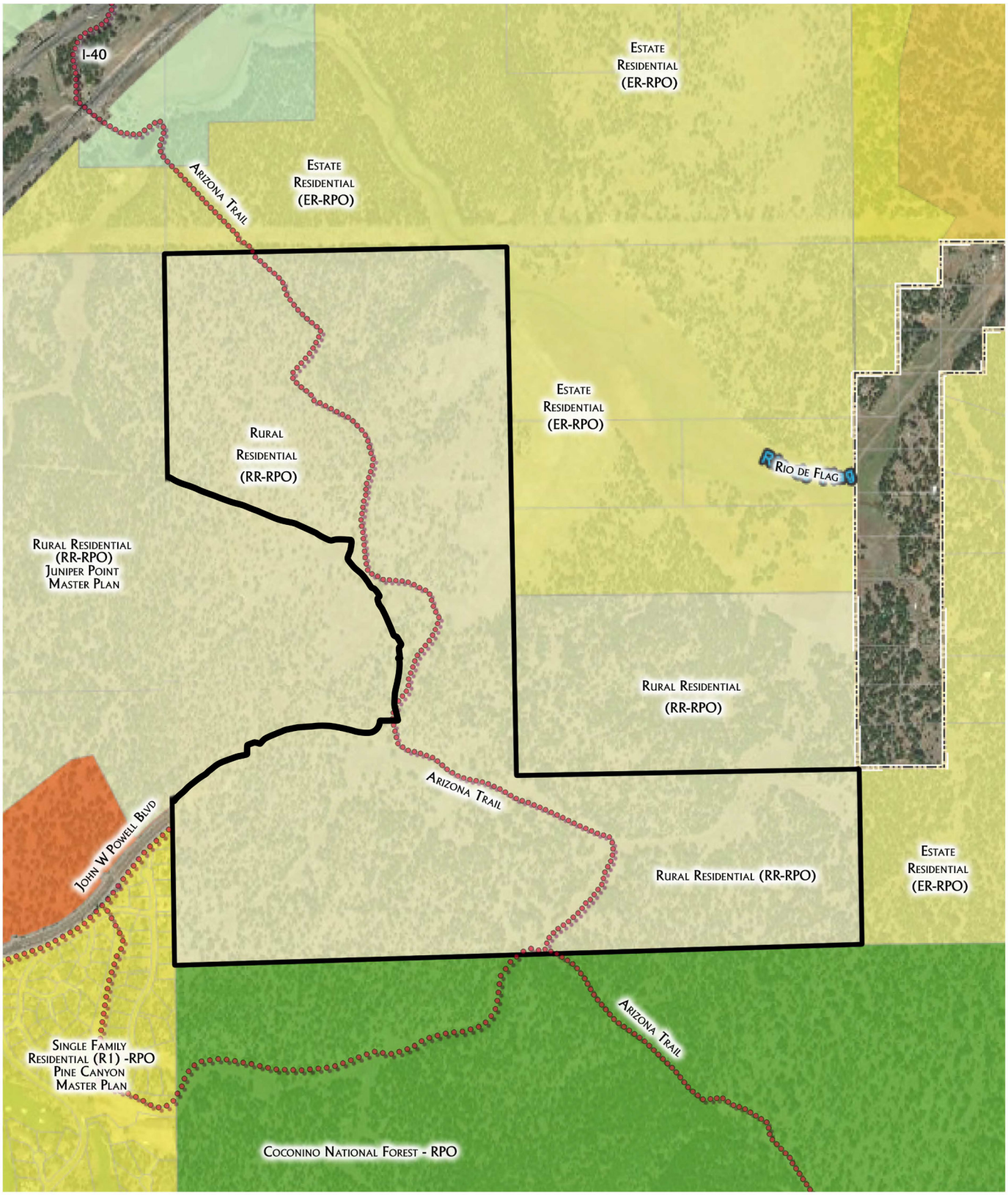
At the heart of the development is a destination Lodge Activity Center, conceived as a focal point for hospitality, recreation, gathering, and community identity. The lodge will offer services and amenities for visitors and residents alike, functioning as an anchor for trail access, dining, outdoor activity, and special events. Its central location positions it as the social centerpiece of STL 290, reinforcing the Regional Plan's vision for suburban activity centers.

Adjacent to the lodge, the Commercial Village (Development Area 13) serves as a walkable hub that provides neighborhood-scale retail, dining, fitness, services, and small-format commercial opportunities. The Commercial Village is designed to feel intimate and pedestrian-oriented, with storefronts, plazas, and tree-lined streets that foster daily activity. While distinct from the Activity Center, the Commercial Village provides an essential neighborhood-serving function, reinforcing the site's walkability and economic vitality.

Housing is organized in a framework of "Missing Middle" neighborhoods and single-family districts that vary in density, scale, and proximity to the lodge and Commercial Village. A range of housing types, including single-family homes, duplexes, townhomes, cottage courts, condominiums, and garden-style multifamily, ensures that STL 290 provides attainable and diverse options for households at different stages of life. Homes are designed with natural materials and forms that complement the surrounding ponderosa pine forest and reinforce the community's mountain-town character.

A defining feature of the plan is its extensive parks and trails network, which connects all Development Areas to Central Park, North Park, East Park, and the regional trail systems, including direct access to the Arizona Trail. These open spaces serve as ecological corridors, recreational amenities, and natural gathering areas, ensuring that every resident is within walking distance of parks, trailheads, and preserved forest landscapes.

These parks, trails, and preserved natural areas collectively form the project's Open Space network, which serves as a foundational organizing element of the community. This network integrates active recreation areas with preserved forest, drainageways, and wildlife corridors, functioning as both a recreational amenity system and environmental infrastructure. It supports ecological connectivity, stormwater management, and scenic resource preservation, while reinforcing the community's identity as a nature-based, trail-oriented development. Open Space areas are further defined and regulated within the Specific Plan to ensure long-term stewardship and consistency with the



N

0 400 800 1200

SCALE : 1" = 400'

JUNE 26, 2024

GREEY | PICKETT

EXISTING AND PLANNED LAND USES

STL 290 Development Areas

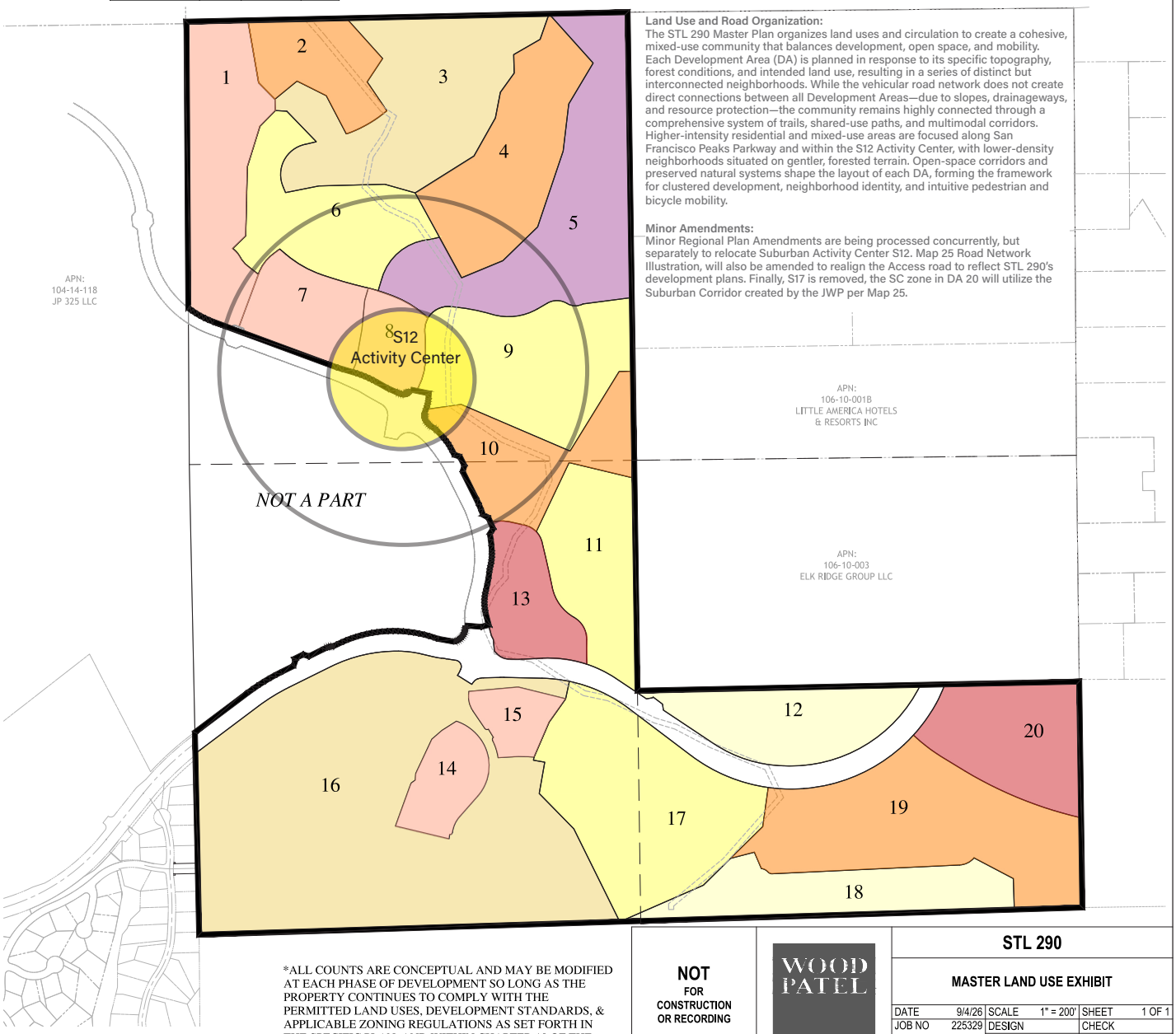
Development Area	Acreage	Development Acreage	Target Yield*	DU/AC	Proposed Land Use	DU/AC Range	Proposed Zoning	Open Space (AC)
1	15.58	11.41	137	12.01	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	12-14	MR	4.17
2	7.90	5.34	26	4.87	MISSING MIDDLE 2	4-6	R1	2.55
3	22.68	11.95	12	1.00	SINGLE FAMILY RESIDENTIAL- 1/3 - 1/2 AC LOTS	0.8-1	RR	10.73
4	16.14	10.21	60	5.88	MISSING MIDDLE 2	4-6	R1	5.93
5	23.69	17.09	±100 - ±120 keys (±90 main and ±30 Casitas)		LODGING	-----	HC	6.59
6	14.06	10.84	43	4.00	MISSING MIDDLE 1	4-6	R1	3.22
7	7.76	7.76	109	14.00	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	12-14	MR	0.00
8	4.56	4.56	50	10.97	MEDIUM DENSITY RESIDENTIAL	11-14	MR	0.00
9	18.21	11.12	45	4.05	MISSING MIDDLE 1	4-6	R1	7.09
10	11.41	11.41	40	3.50	MISSING MIDDLE 2	2-6	R1	0.00
11	12.47	12.47	40	3.21	MISSING MIDDLE 1	2-6	R1	0.00
12	11.96	11.96	3	0.25	SINGLE FAMILY RESIDENTIAL- 1+ AC LOTS	0-1	RR	0.00
13	7.67	7.67	20	2.61	RETAIL COMMERCIAL	0-13	SC	0.00
14	5.30	5.30	32	6.00	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	2-6	R1	0.00
15	3.57	3.57	20	5.60	MEDIUM DENSITY RESIDENTIAL/MULTI-FAMILY ATTACHED	2-6	R1	0.00
17	24.82	24.82	50	2.01	MISSING MIDDLE 1	2-6	R1	0.00
18	12.72	12.72	11	0.86	SINGLE FAMILY RESIDENTIAL- 1+ AC LOTS	0-1	RR	0.00
19	25.13	25.13	87	3.46	MISSING MIDDLE 1 & 2	2-6	R1	0.00
20	12.82	9.38	0	0.00	COMMERCIAL/COMMUNITY FACILITIES	0-13	SC	3.44
	258.44	214.71						43.73
R/W (JWP)	14.56		---	---	----		---	
Total	273.00		785	3.7	(Total target yield and density excludes Parcel 5, Parcel 16, JWP R/W)			

Pine Canyon Expansion Area (In Development)

Development Area	Acreage	Target Yield	DU/AC	Proposed Land Use	DU/AC Range	Proposed Zoning
16	65.32	54	0.8	SINGLE FAMILY RESIDENTIAL- 1/3 - 1/2 AC LOTS	0-1	RR
Total	65.32	54	0.8			

N

0 200 400
Horz. 1 in. = 200 ft.



Land Use and Road Organization:
The STL 290 Master Plan organizes land uses and circulation to create a cohesive, mixed-use community that balances development, open space, and mobility. Each Development Area (DA) is planned in response to its specific topography, forest conditions, and intended land use, resulting in a series of distinct but interconnected neighborhoods. While the vehicular road network does not create direct connections between all Development Areas—due to slopes, drainageways, and resource protection—the community remains highly connected through a comprehensive system of trails, shared-use paths, and multimodal corridors. Higher-intensity residential and mixed-use areas are focused along San Francisco Peaks Parkway and within the S12 Activity Center, with lower-density neighborhoods situated on gentler, forested terrain. Open-space corridors and preserved natural systems shape the layout of each DA, forming the framework for clustered development, neighborhood identity, and intuitive pedestrian and bicycle mobility.

Minor Amendments:
Minor Regional Plan Amendments are being processed concurrently, but separately to relocate Suburban Activity Center S12. Map 25 Road Network Illustration, will also be amended to realign the Access road to reflect STL 290's development plans. Finally, S17 is removed, the SC zone in DA 20 will utilize the Suburban Corridor created by the JWP per Map 25.

*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

STL 290

MASTER LAND USE EXHIBIT

DATE	9/4/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

STL 290 DEVELOPMENT AREA MAP



STL 290 - DEVELOPMENT SUMMARY

MASTER PLAN

LODGING

	LAND USE	PRODUCT DESCRIPTION	DU
	LODGING	± 80 - ± 200 KEYS (MAIN LODGE PLUS CASITAS)	80-200
		TOTAL	**80-200**

RESIDENTIAL & COMMERCIAL

	LAND USE	PRODUCT DESCRIPTION	DU - S.F.
	SINGLE-FAMILY RESIDENTIAL	SINGLE-FAMILY DETACHED > 1 AC LOTS	0-25
	SINGLE-FAMILY RESIDENTIAL	SINGLE-FAMILY DETACHED ± 1/3 - ± 1/2 AC - ± 10,000 - ± 15,000 S.F. LOTS	10-12
	MISSING MIDDLE TYPE 1	SINGLE-FAMILY, DUPLEX, TRIPLEX, OR TOWNHOMES	143-364
	MISSING MIDDLE TYPE 2	DUPLEX, TRIPLEX, FOURPLEX, TOWNHOMES, OR CONDOS	69-177
	MEDIUM DENSITY RESIDENTIAL	GARDEN-STYLE APARTMENTS, CONDOMINIUMS, TOWNHOMES, OR A MIX OF HIGHER-DENSITY HOUSING TYPE	298-385
	MISSING MIDDLE TYPE 2 AC	DUPLEX, TRIPLEX, FOURPLEX, TOWNHOMES, OR CONDOS (ADJACENT TO ACTIVITY CENTER)	41-61
	MISSING MIDDLE TYPE 1 AC	SINGLE-FAMILY, DUPLEX, TRIPLEX, OR TOWNHOMES (ADJACENT TO ACTIVITY CENTER)	44-67
	RETAIL / COMMERCIAL /RESIDENTIAL	MARKET, GENERAL STORE, COFFEE, PIZZA ± 50,000 S.F. @ COMMERCIAL VILLAGE, SINGLE-FAMILY ATTACHED± 1,800 - ± 2,500 S.F., MULTI-FAMILY CONDOMINIUMS ; ADDITIONAL 30,000 S.F. @ PARCEL 20	80,000 /0-222
	PARK 1 - CENTRAL PARK 2 - NORTH PARK 3 - PLAZA PARK 4 - EAST PARK		- 785 Target
	TRAIL CONNECTIONS / OPEN SPACES		-
		TOTAL WITHIN STL 290	**605 - 1,312**

*All unit counts are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the specific plan, and within Chapter 10 of the Flagstaff City Code.

**Trail alignments shown are conceptual and for illustrative purposes only. Final locations may shift during detailed design to accommodate site conditions, resource protection, and development constraints

COMMUNITY TRAIL
ARIZONA TRAIL
FUTS TRAIL

1" = 300'-0"
0 150' 300' 600'

STL 290 ILLUSTRATIVE SPECIFIC PLAN

goals of the Flagstaff Regional Plan.

The community's land use strategy is grounded in sustainability. Clustered development preserves natural topography, forest stands, and drainageways, integrating them into long-term open space tracts that will be maintained through HOA stewardship. Buildings and infrastructure are designed with energy efficiency in mind, while land planning emphasizes connectivity, ecological resilience, and a strong sense of place.

To enable this integrated vision, the STL 290 Specific Plan divides the property into twenty (20) Development Areas, each with clearly defined permitted land uses, unit counts, and development standards (see Section IV). These Development Areas create intentional transitions between housing types, commercial areas, parks, gateways, and the surrounding landscape.

To support Regional Plan policies encouraging vertical integration of uses (including LU.13.5, LU.18.4), the Specific Plan allows and encourages, but does not require, residential units above ground-floor commercial within the Commercial Village, lodge-adjacent mixed-use areas, and other commercial/mixed-use designations.

This flexible, market-responsive model enables vertically integrated buildings where appropriate for tenanting, building programming, or economic feasibility, while still supporting stand-alone commercial uses when necessary. Upper-story residential units may include rental or ownership housing, live-work units, or smaller-format missing middle housing types.

Including this option strengthens walkability, enhances the vibrancy of the commercial core, and supports long-term adaptability of the mixed-use areas, while preserving the ability of future tenants and operators to design functional and viable commercial spaces.

The following summarizes anticipated land uses and unit counts for each Development Area. Unit counts and product types are conceptual and may be modified, provided compliance is maintained with the permitted uses and standards in Section IV and the Flagstaff Zoning Code.

Development Area 1. Development Area 1 comprises approximately 15.58 total acres (11.41 Development Site Acreage) and is planned to include between 137-160 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Single family is not allowed within this development area. Approximately 4.17 acres of Open Space are planned for this development area. This clustered development is located in the northwest corner of the site, adjacent to a major transportation corridor. Residents will benefit from convenient access to North Park, Central Park, and multiple trail connections, including the Arizona Trail, maximizing connectivity for the greatest number of people.

Development Area 2. Development Area 2 comprises approximately 7.9 acres of land (5.34 Development Site Acreage). It is anticipated to be developed with between 21-32 Missing Middle Type 2 units (including, but not limited to duplex, triplex, fourplex, townhome, or condo product types), abutting powerlines to the north. Approximately 2.55 acres of Open Space are planned for this development area. Residents will benefit from convenient access to several trail connections, including the Arizona Trail.

Development Area 3. Development Area 3 comprises approximately 22.68 acres of land (11.95 Development Site Acreage). It is anticipated to be developed with between 10-12 single-family homes, each situated on a lot ranging from 1/2 to 1/3 acre, abutting vacant Estate Residential property to the north. Approximately 10.73 acres of Open Space are planned for this development area. Residents will benefit from convenient access to several trail connections, including the Arizona Trail.

Development Area 4. Development Area 4 comprises approximately 16.14 acres of land (10.21 Development Site Acreage) and is anticipated to be developed with between 41-61 Missing Middle Type 2 units adjacent to the planned activity center. Approximately 5.93 acres of Open Space are planned for this development area. Residents will have direct access to Central Park, a planned water feature, and several trail connections, including the Arizona Trail.

Development Area 5 (Activity Center). Development Area 5 comprises approximately 23.69 acres of land (17.09 Development Site Acreage with 6.59 acres of Open Space). This site will feature a 80-200-key travel lodge (main lodge plus casitas) and complementary commercial uses. Visitors will benefit from convenient access to the Commercial Village, major transportation corridors, parks, and trails.

Parking for the lodge is planned to be incorporated into the main structure of the building, working with the slopes of the natural terrain.

Development Area 6. Development Area 6 comprises approximately 14.06 acres of land (10.84 Development Site Acreage) and is anticipated to be developed with between 43-65 Missing Middle Type 1 units (including single family, duplex, triplex, or townhome product types). Approximately 3.22 acres of Open Space are planned for this development area.

Development Area 7. Development Area 7 comprises approximately 7.76 acres of land and is anticipated to be developed with between 93-109 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Single family is not allowed within this development area. This Development Area fronts onto the Ponavera Boulevard and provides more density and intensity to support the Commercial Village businesses, and provides needed homes for the City of Flagstaff.

Development Area 8. Development Area 8 encompasses approximately 4.56 acres and is planned with between 50-64 units, featuring garden-style apartments, condominiums, townhomes, or a mix of higher-density housing types. Located along Ponavera Boulevard, this area will serve as a gateway to the eastern portion of the STL 290 development.

Development Area 9. Development Area 9 comprises approximately 18.21 acres of land (11.12 Development Site Acreage). It is anticipated to be developed with between 44-67 Missing Middle Type 1 units, directly adjacent to the activity center. Approximately 7.09 acres of Open Space are planned for this development area.

Development Area 10. Development Area 10 comprises approximately 11.41 acres of land and is anticipated to be developed with between 23-68 Missing Middle Type 2 units. Development Area 10 borders Ponavera Boulevard and rings the southern edge of the activity center; the intent of the development area is to create density along the road network and trails, as well as near the commercial area and lodging.

Development Area 11. Development Area 11 comprises approximately 12.47 acres of land. It is anticipated to be developed with between 25-75 Missing Middle Type 1 units. These potential residents will have easy access to the commercial village, providing them with the ability to use alternative forms of transportation to access services (bicycle and walking).

Development Area 12. Development Area 12 comprises approximately 11.96 acres of land. It is anticipated to be developed with between 0-12 single-family homes. This development area will be largely untouched, as it is rich in natural resources essential for the health of the forest and the creatures that inhabit it.

Development Area 13 (Commercial Village). Development Area 13 comprises approximately eight (7.67) acres of land. It is anticipated that this area will be developed as a commercial village with up to 50,000 square feet of commercial space. This development is envisioned to include a market, general store, coffee shop, restaurants, and a fitness center. Development Area 13 may also include Missing Middle Type 2 residential units/uses or second-story vertical mixed-use above commercial (up to 100 units). The Commercial Village was planned directly off the JWP roundabout to attract the most customers and energy as the development's true core.

Development Area 14. Development Area 14 comprises approximately 5.3 acres of land. It is anticipated to be developed as an extension of Pine Canyon subdivision with between 11-32 Missing Middle Type 2 units. Single family is not allowed within this development area.

Development Area 15. Development Area 15 comprises approximately 3.57 acres of land. It is anticipated to be developed as an extension of Pine Canyon subdivision with between 7-21 Missing Middle Type 2 units. This Development Area may also be used as a residential amenity area. Single family is not allowed within this development area.

Development Area 16 (Pine Canyon Expansion). Development Area 16 comprises approximately 65.5 acres of land. This parcel is currently being developed as an extension of Pine Canyon subdivision with fifty-four (54) single-family homes, with a range of lot sizes and residential amenities including a viewing tower amenity. Parcel 16 has been included in this Specific Plan document for reference but the residential acreage excluded due to its existing development status. The open space acres within DA 16, or Tract B, have been included in the Specific Plan.

On 11/10/2025, Development Area 16 was entitled for a Golf Course and Related Facilities in CUP case PZ-24-00124-08. This Specific Plan incorporates this entitlement by right and allows for the development of a Golf Course and additional future Related Facilities on the 20.86-acre site within Development Area 16.

Development Area 17. Development Area 17 encompasses approximately 24.82 acres of land. It is expected to feature between 50-149 Missing Middle Type 1 units. These homes abut and provide connections to the Commercial Village and the JWP.

Development Area 18. Development Area 18 encompasses approximately 12.72 acres of land. It is expected to feature between 0-13 single-family homes, each on 1/3 to ½ acre lots. These homes abut Forest Property and have direct access to the Arizona Trail.

Development Area 19. Development Area 19 comprises approximately 25.13 acres of land and is anticipated to be developed with between 50-151 Missing middle Type 1 and Type 2 units. This Development Area is planned to allow for a mix of Missing Middle housing types. Development Area 19 borders the JWP and is directly adjacent to a commercial center. This Development Area was planned to enable residents to walk or bike to amenities, thereby minimizing vehicle trips as much as possible.

Development Area 20. Development Area 20 comprises approximately 12.82 acres of land (9.38 Development Site Acreage). It is anticipated that this area will be developed as a secondary commercial center to the Commercial Village, with up to 30,000 square feet of commercial space. This Development Area is envisioned to include a range of general services. Parcel 20 may also accommodate up to 122 residential units. Approximately 3.44 acres of Open Space are planned for this development area.

The above-described product types and unit counts are conceptual and may be modified at each phase of development, so long as the Property continues to comply with the permitted land uses and development standards set forth in Section IV. of this Specific Plan and the Flagstaff Zoning Code.

If the Flagstaff Zoning Code is amended in the future to provide an increase in density within any of STL 290's zones, each development area may utilize this increase (note that minimum densities listed in this Specific Plan shall continue to apply to the STL 290 site regardless of any future City of Flagstaff Zoning Text Amendments).



B. Development Standards

The 290-acre site will be developed in accordance with the development standards set forth in the City Code for the underlying zoning category, except as modified in this Specific Plan. This Specific Plan sets forth the modifications to the permitted building heights, lot sizes, and setbacks. See Section IV. Land Uses and Development Standards. These modifications, like the permitted land uses, are prescribed by Development Area. In doing so, this Specific Plan creates a plan for comprehensive and cohesive land development which can accommodate Symmetry's overall vision for the Property while maintaining consistency with other development in the City.

C. Open Space & Civic Space

The intent in programming open spaces and connections is to establish an integrated, multi-modal network that serves residents, visitors, and the broader public, enhancing accessibility and connectivity throughout the community. Parks, trails, and open spaces identified in this Specific Plan are intended to be publicly accessible and interconnected, supporting walking, biking, and recreation at both the neighborhood and regional scale. Public access to these amenities is supported by a coordinated parking strategy, including designated parking areas at the trailhead within Development Area 19 providing access to East Park and the Arizona Trail, parking opportunities within the Commercial Center serving nearby trails and open spaces, and on-street parking surrounding Central Park, allowing convenient access to central amenities and trail connections.

Beyond connectivity, open spaces function as a defining organizational element of the development, shaping community character while supporting ecological systems and recreational use. These spaces are designed to serve as gathering areas, activity zones, and quiet natural settings, contributing to both the social and environmental fabric of the community. Collectively, they form a cohesive network that balances active recreation with preservation of natural features and scenic character.

Unlike conventional developments where park requirements are addressed through generalized standards, the STL 290 Specific Plan establishes a more intentional and place-based approach. Each park and open space has been conceptually designed with a defined theme, function, and spatial organization, as illustrated in the individual park plans and Parks, Recreation, and Trails Character Images. This approach ensures a consistent and cohesive identity across the open space system while allowing each space to respond to its specific context within the development.

These open space areas also contribute to the broader Designated Open Space network, serving as both recreational amenities and environmental infrastructure that supports drainage, habitat connectivity, and long-term resource stewardship, consistent with the goals of the Flagstaff Regional Plan.

The four (4) parks and open spaces planned within the 290-acre site are identified below. While each has been conceptually designed to establish character and function, final design and specific elements may be refined to respond to site conditions, resource protection requirements, and infrastructure considerations, while maintaining consistency with the overall intent of the Specific Plan.

1 – Central Park (A Community Anchor)

At the core of the STL 290 Master Plan is Central Park, a thoughtfully designed open space that serves as both a visual landmark and a functional gathering place for the entire community. Centrally located, the park is conceptually designed to offer an accessible and inclusive environment that reflects Flagstaff's values of outdoor living, connectivity, and community well-being.

Central Park features open turf areas suitable for informal recreation, play, and community events. Integrated natural and modern play elements provide opportunities for children of all ages to explore and engage in active play. A signature water feature adds aesthetic interest and create a focal point for residents and visitors alike.

As a central node in the development's pedestrian and trail network, the park conceptually connects to both hard- and soft-surface trails that lead throughout the development and outward to the regional Arizona Trail. These connections promote walkability, cycling, and a seamless relationship with the surrounding natural landscape.

Designed to accommodate programmed events such as farmers markets, performances, and seasonal celebrations, Central Park is conceptualized as more than a green space — it functions as a shared civic amenity and the social heart of STL 290. This space unifies surrounding neighborhoods, supports active lifestyles, and contributes to the overall identity and livability of the development.



LEGEND

1. MULTI-USE RECREATIONAL FIELDS
2. BASKETBALL 1/2 COURT
3. RECREATIONAL POND
4. KIDS PLAYGROUND
5. SHADE STRUCTURE
6. DIAGONAL PARK PARKING
7. STABILIZED DECOMPOSED GRANITE TRAILS
8. NATURAL PLANTINGS
9. LODGING
10. ARIZONA TRAIL
11. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.







CENTRAL PARK

2 – North Park (Adventure and Trail Connection)

Located along the northwest edge of the STL 290 development, adjacent to Ponavera Boulevard, North Park is envisioned as an active, nature-based destination that celebrates Flagstaff's love of outdoor recreation and forested landscapes. This park serves as a gateway to adventure, offering purpose-built features for mountain biking, trail running, and exploration within a preserved natural setting.

Drawing inspiration from the surrounding topography and forest character, North Park is conceptually designed to incorporate flow trails, wooden riding elements, and terrain features designed for a variety of rider abilities — from beginners and families to experienced mountain bikers. The park's design emphasizes both challenge and accessibility, providing opportunities for skill-building and safe enjoyment of the natural terrain.

In addition to its recreational function, North Park serves as a critical link in the broader STL 290 trail network, connecting residents to soft-surface paths, nearby open spaces, and the regional Arizona Trail. The park's trailhead location near Ponavera Boulevard makes it easily accessible while preserving a sense of natural immersion and ecological integrity.

Complementing the action-oriented uses, North Park is conceptually designed to also offer passive recreation opportunities, such as shaded seating areas, scenic lookouts, and educational signage that highlights local ecology, geology, and trail stewardship. With its unique blend of adventure, connection, and conservation, North Park will be a defining feature of the STL 290 community and a beloved destination for active residents and visitors alike.



LEGEND

1. SHADE STRUCTURE
2. VARIOUS SINGLE TRACK PATHS WITH JUMPS AND WOODEN BERMS
3. NATURAL PLANTINGS
4. PARALLEL PARKING, TYPICAL
5. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



NORTH PARK

3 – Plaza Park (A Vibrant Social Hub in the Commercial Village)

Located at the heart of the STL 290 commercial village, Plaza Park is envisioned as a lively, tree-lined public space that welcomes residents, visitors, and Arizona Trail users alike. As both a neighborhood amenity and a regional attraction, the plaza serves as a comfortable and engaging destination where people can relax, socialize, and enjoy Flagstaff's unique high-country setting.

Anchored by a central green space, Plaza Park may offer a flexible and inviting layout surrounded by cafés, retail, and food vendors. Built-in seating, shaded gathering areas, and well-placed site furnishings create an environment that encourages lingering — whether for a morning coffee, an afternoon break, or a weekend market. Mature trees and landscape elements provide seasonal shade and visual comfort, making the space enjoyable throughout the year.

As a multi-functional gathering area, the park is designed to accommodate live music, food trucks, farmers markets, and community events. The open lawn and surrounding hardscape support both formal programming and casual everyday use, helping to energize the commercial village and activate the surrounding streetscape.

Importantly, the Arizona Trail passes directly through Plaza Park, making it a natural rest stop and point of interest for trail users and outdoor tourists. With its blend of natural beauty, civic design, and visitor-serving amenities, the park enhances STL 290's appeal as a destination for eco-tourism and local exploration, while reinforcing its role as a regional connector.

Plaza Park is conceptually designed as a defining public space — where commerce meets community, and where locals and visitors alike can experience the social and natural vibrancy of STL 290.



LEGEND

1. INFORMAL LAWN AREA
2. SHRUB AREAS
3. MULTI-USE OUTDOOR PLAZA SPACE
4. CONCRETE WALKS
5. SHADE STRUCTURE
6. TRAIL CONNECTIONS

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



PLAZA PARK

4 – East Park (Gateway to Nature and the Arizona Trail)

Located in the southeast corner of the STL 290 site along the John Wesley Powell (JWP) corridor, East Park is envisioned as a natural, trail-oriented open space that embraces the site's existing drainage corridor as a central design feature. The park highlights the area's native ecology while offering a quiet, restorative experience for residents and visitors alike.

A network of soft-surface trails wind through native vegetation, providing opportunities for walking, wildlife observation, and nature-based play. Importantly, East Park offers direct connections to the Arizona Trail, making it a key access point for long-distance hikers, cyclists, and outdoor enthusiasts exploring the region.

The park may also feature nature-integrated play elements for children, and dog-friendly facilities to support active use by nearby residents. Designed to preserve natural systems while promoting access and enjoyment, East Park serves as an ecological and recreational gateway, linking the STL 290 community to regional open space and one of Arizona's most iconic trail networks.



LEGEND

1. MULTI-USE RECREATIONAL FIELDS
2. STABILIZED DECOMPOSED GRANITE TRAILS
3. KIDS PLAY AREA WITH SHADE STRUCTURE
4. TRAIL CONNECTIONS
5. TRICKLE CHANNEL
6. NATURAL PLANTINGS
7. BRIDGE

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.



EAST PARK

PARKS, RECREATION, AND TRAILS CHARACTER IMAGES

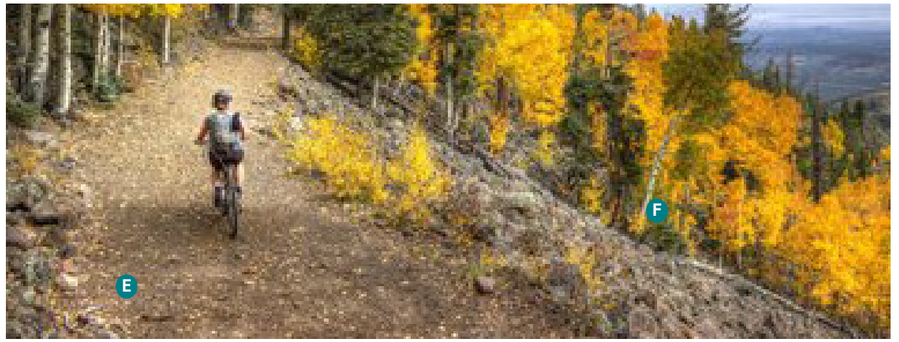




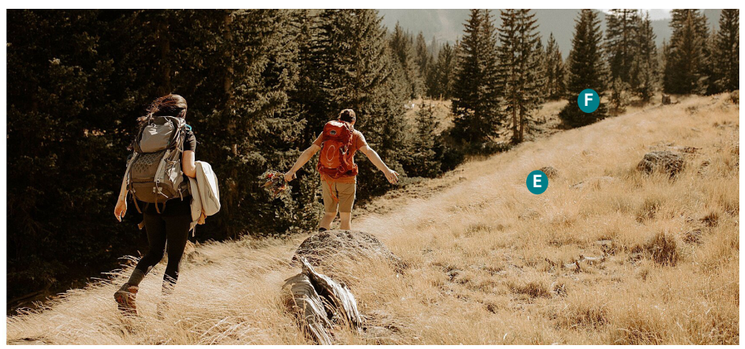


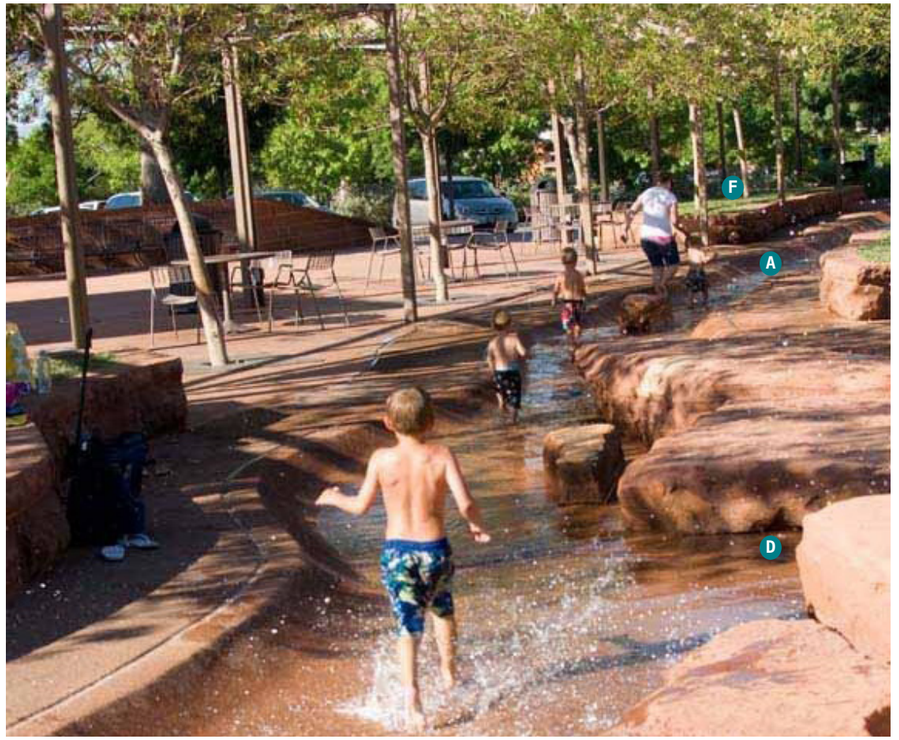












- A Natural Playscapes and Features
- B Historical / National Park References
- C Seating
- D Water Features
- E Hiking and Biking Trails
- F Native Landscaping

*Note that each park has been conceptually designed. Final design and conceptual elements may be adjusted to accommodate site conditions, resource protection and development constraints.

D. Pedestrian & Bicycle Trails

The STL 290 trail network is intentionally designed to ensure high-quality pedestrian and bicycle connectivity, even in areas where topography or land use patterns place some higher-density neighborhoods slightly beyond the Regional Plan's ideal ¼-mile walking distance. In these locations, the Specific Plan mitigates distance through a system of direct, separated, and grade-efficient community trails and bikeways that shorten travel paths and provide a safer and more comfortable walking experience than conventional sidewalk routes.

These community trails are planned as off-street, shared-use or single-track facilities that provide more direct alignments than the roadway network and reduce perceived travel time. As a result, residents can reach parks, the Activity Center, and Ponavera Boulevard within effective walking distances consistent with Regional Plan goals, even where block sizes or slopes preclude a perfect ¼-mile radius (note that trails are intended to be publicly accessible).

Trail Quality and Alignment with Regional Plan Maps 26c, 26d, and 26e

To address the quality of pedestrian connections, the STL 290 network emphasizes off-street, natural-surface or paved multi-use trails rather than relying solely on sidewalks.

These trails offer:

- More direct connections between residential areas and community destinations;
- Separated paths away from vehicle traffic;
- Gentler grades than streets in areas with steep topography;
- Continuous linkages between Development Areas, reducing walking distance and improving safety.

The Specific Plan aligns with Regional Plan 2030 Maps 26c (Crossings), 26d (FUTS), and 26e (Forest Access) by providing continuous, multimodal routes along J.W. Powell Boulevard and Ponavera Boulevard, and by extending internal trails throughout the community. These facilities function as the internal continuation of the regional pedestrian and bicycle networks shown on the Regional Plan maps and as extensions and connections to planned trails.

Connectivity Through STL 290

Community trails and bikeways follow the entire J.W. Powell alignment, the full length of Ponavera Boulevard, and additional corridors throughout each Development Area, as shown on the Conceptual Trails Plan. These routes allow residents and visitors to move between neighborhoods, parks, and the Activity Center through a dedicated trail system.

It is estimated that users will be able to travel over 3.8 miles within STL 290 on a continuous system of single-track or multi-use trails without using a sidewalk, ensuring that even homes beyond a strict ¼-mile radius maintain practical, comfortable walking access to key destinations.

Consistency with the J.W. Powell Agreement

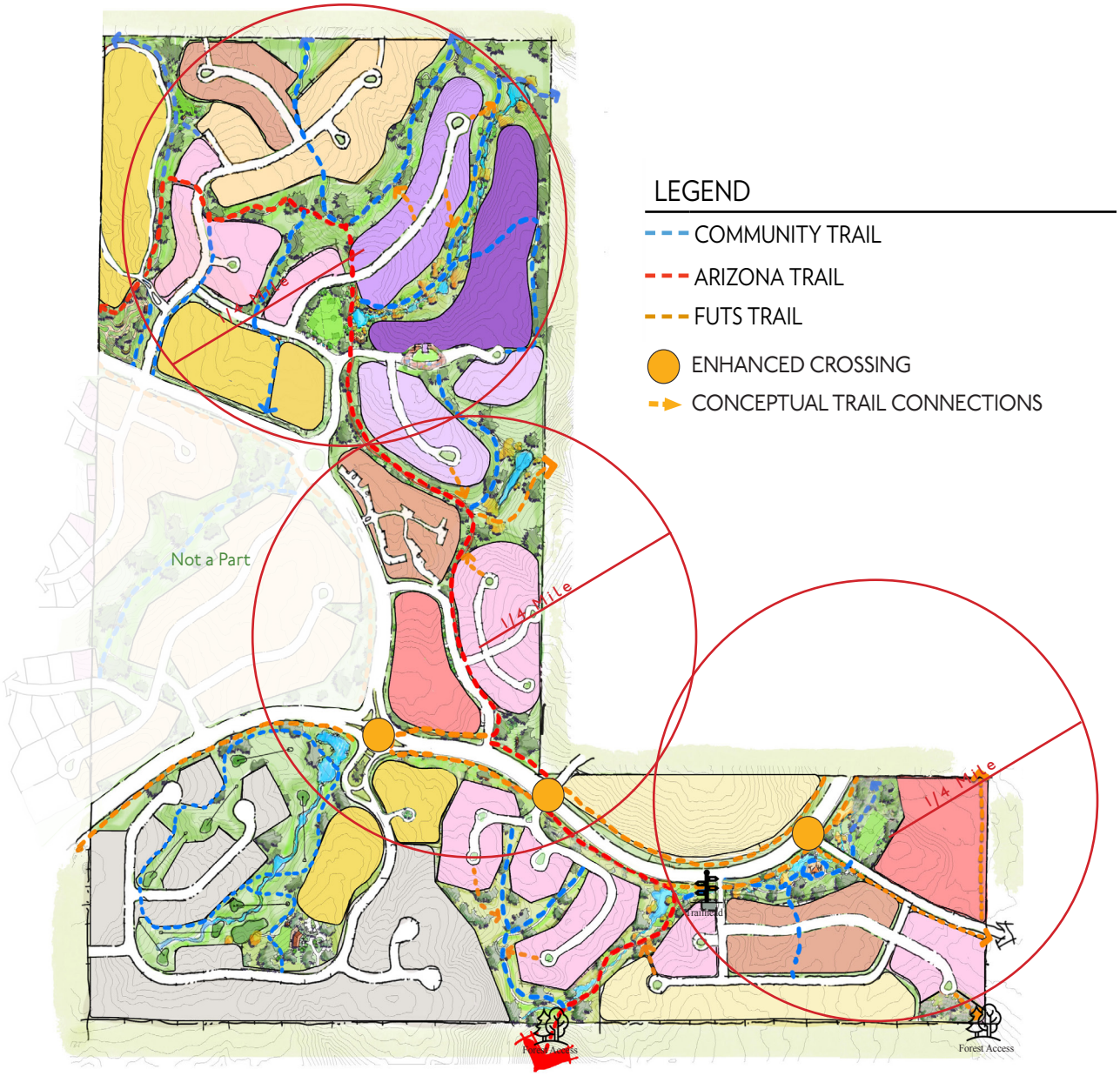
Regional Plan Map 26c depicts a potential grade-separated crossing of J.W. Powell Boulevard. The Specific Plan does not include this feature because the project must comply with the J.W. Powell Agreement (Exhibit B), which does not depict a crossing within the STL 290 boundary. The Agreement references a potential future crossing at the Rio de Flag, east of the site. The Specific Plan is therefore aligned with the adopted JWP cross-sections while still maintaining the ability to connect to future regional trail enhancements.

At the heart of the development, main trail corridors will run through the community, acting as key arteries that connect all major areas, parks, homes, the lodge, and commercial zones. These pathways will be designed for multiple uses: walking, jogging, cycling, and even equestrian activities, ensuring accessibility for a variety of outdoor enthusiasts.

- Wide multi-use paths will allow for easy pedestrian movement, while side routes or designated areas can be reserved for cyclists and equestrians, ensuring safe and comfortable access for everyone.
- The corridors will have scenic overlooks and rest areas to encourage leisurely stops along the way, offering breathtaking views of Flagstaff's iconic natural landmarks like the San Francisco Peaks, Humphreys Peak, and Mount Elden.

The trail network will weave directly through the residential areas, connecting homes to parks, the commercial village, and the greater outdoor spaces. This means that residents can easily access the trail from their front doors, encouraging a lifestyle where walking or cycling is the primary mode of transportation.

- Pedestrian-focused single-track paths and trails will



SIDEWALK

A minimum 5' sidewalk shall be provided along both sides of all public streets.

COMMUNITY TRAIL

Community trails are 5-to-8-foot-wide packed aggregate-surface paths that provide connections through open space areas.

ARIZONA TRAIL

The Arizona Trail segment through STL 290 replicates the 10' packed aggregate FUTS standard.

FUTS TRAIL

FUTS trails are 10-foot wide shared-use paths surfaced in asphalt, concrete, or hard-packed aggregate, providing continuous, accessible routes for walking and bicycling throughout the community.

*Trail alignments shown are conceptual and for illustrative purposes only. Final locations may shift during detailed design to accommodate site conditions, resource protection, and development constraints. Trail connections into neighboring properties shall not be made without first obtaining consent of property owners.

** Within the S12 Activity Center (parcels 1, 4, 5, 6, 7, 8, 9, 10), Cul-de-sacs over 600' in length must create supplementary connection points mid-block or at end of cul-de-sacs. Conceptual Trail connections shown on this map. Exact locations to be determined during the platting process.

***FUTS Trail on Ponavera Boulevard to be provided on the west side of the street, final location based on design constraints.

****JWP FUTS design details as specified in the JWP Agreement (Coconino County Record Number 4011691)

***** Enhanced crossings are those that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable.

PEDESTRIAN, BICYCLE & TRAILS MAP

lead from homes to local parks, allowing for short, safe walks to green spaces. This provides an ideal setting for families, children, and dog owners to enjoy daily outdoor activities without needing to rely on vehicles.

A key element of the trail system will be its connection to extensive parks and recreational areas scattered throughout the development. These parks will not only serve as recreational hubs but will be integral parts of the community's overall design, offering a natural escape within the urban environment.

- Parks will be connected via looping trail systems, allowing people to move from one green space to another without ever needing to step onto a road. Whether it's a morning jog, a family walk, or a nature hike, the trails will provide seamless access to multiple recreational areas.
- Nature trails that extend into wooded areas, meadows, or around water features will offer immersive experiences, allowing residents and visitors to engage with the region's natural beauty and diverse ecosystems.

The trail network will lead directly to the commercial village, making it easy for residents to walk or bike to shops, cafes, restaurants, and other essential services without using a car. This connection between residential and commercial spaces fosters a strong sense of community, where people can live, work, and play all within walking distance.

- Pedestrian pathways will link homes and parks to the commercial village, ensuring that the community can flow organically between its residential, recreational, and commercial zones.
- The trail system will include wayfinding signage that guides people from one part of the development to another, helping visitors and residents easily find their way to their destination, whether it's the local cafe for a morning coffee, the park for a yoga class, or the market for fresh produce.

The development's trail network will not only connect internal spaces but also provide direct links to regional trails, such as the Arizona Trail, ensuring that residents and visitors can extend their adventures beyond the community's boundaries.

Arizona Trail

In connection with the development of the 290 Acres, Symmetry is proposing to shift the alignment of the Arizona Trail to allow for the integration and incorporation of the STL 290 plans while providing residents, the public, and visitors convenient access to nature walks, hiking, and biking.

STL 290 is thoughtfully designed to connect to and incorporate the Arizona Trail, a renowned 800-mile-long trail that runs through the heart of Arizona, from the Mexican border to Utah. Known for its stunning views and diverse ecosystems, the Arizona Trail is a vital part of the state's outdoor recreation network, attracting hikers, mountain bikers, and outdoor enthusiasts from around the world.

STL 290 is strategically positioned to provide direct access to the Arizona Trail, allowing residents, visitors, and outdoor adventurers to easily explore its scenic routes. The trail will be seamlessly integrated into the community's extensive parks and trails network, creating a vibrant and interconnected system that encourages outdoor exploration.

1. Trail Access Points:
   STL 290 will include dedicated trailheads that connect directly to the Arizona Trail, enabling easy access for hikers, cyclists, and equestrians (non-motorized trail users). These access points will be clearly marked and equipped with trail signage, wayfinding maps, and informational kiosks, ensuring that users can navigate the Arizona Trail safely and easily.

2. Scenic Overlooks and Rest Stops:
   As part of STL 290, scenic overlooks and rest areas will be incorporated along the Arizona Trail. These spots will be strategically placed to highlight the trail's unparalleled views of the San Francisco Peaks, Humphreys Peak, and Mount Elden. Visitors can take a break from their hike or bike ride and enjoy these majestic vistas while being immersed in Flagstaff's unique mountainous landscape. Benches, picnic areas, and shaded spaces will offer spots for rest and reflection, enhancing the trail experience.

3. Education and Interpretation:
   STL 290 will include educational signage and interpretive materials along the Arizona Trail to enhance the outdoor experience. These materials will provide information about the local flora and fauna, historical landmarks, and the trail's connection to Flagstaff's cultural heritage. This will help foster a deeper appreciation of the Arizona Trail and the surrounding

environment.

4. Sustainable Design and Stewardship:
   STL 290 is committed to sustainable trail stewardship. Environmentally conscious design will ensure that the Arizona Trail remains preserved and protected, minimizing erosion and preserving the natural habitat for wildlife. The development will promote responsible trail use by implementing guidelines for trail users and encouraging eco-friendly practices like Leave No Trace. Additionally, the community will work with local trail organizations and the Arizona Trail Association to support ongoing maintenance and conservation efforts.

5. Outdoor Adventure Hub:
   By incorporating the Arizona Trail, STL 290 will become a gateway for outdoor adventure. The ease of access to this iconic trail will attract visitors and residents alike, making the community a hub for outdoor recreation. Guests staying at the lodging will have direct access to one of Arizona's premier hiking and biking trails, allowing them to embark on daily adventures right from their doorstep. Furthermore, the development will offer outdoor gear rentals and guided tours, enabling guests to experience the Arizona Trail in a way that suits their preferences and abilities.

6. Trail-based Events & Festivals:
   The Arizona Trail's connection to STL 290 will allow for the hosting of trail-based events, such as group hikes, trail races, and cycling events. These events will not only encourage community participation but also attract tourists and adventure travelers. Flagstaff's connection to the Arizona Trail will solidify the region's reputation as a year-round outdoor destination.

7. Multi-Use for All Types of Outdoor Enthusiasts:
   The Arizona Trail section that passes through the development area will cater to a variety of outdoor enthusiasts. The design will ensure that it remains multi-use, welcoming not only hikers but also mountain bikers, equestrians, and other trail users. In fact, specific parts of the trail will be optimized for mountain biking, with technical features and bike-friendly rest areas. This flexibility ensures the trail serves the diverse needs of Flagstaff's outdoor community. Arizona Trail will provide for non-motorized trail users.

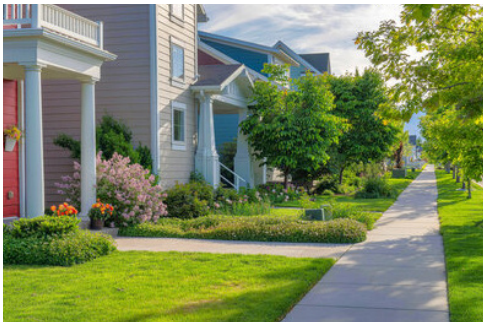
8. Wildlife-Friendly Design:
   The Arizona Trail segment within STL 290 will include appropriate wildlife fencing and crossings, designed in consultation with Arizona Game and Fish. This collaboration will ensure that fencing supports safe wildlife movement, reduces potential conflicts with trail users, and maintains the ecological integrity of nearby habitat corridors. Fencing and related infrastructure will be thoughtfully integrated into the landscape to balance recreational use with the protection of native species.





SIDEWALK

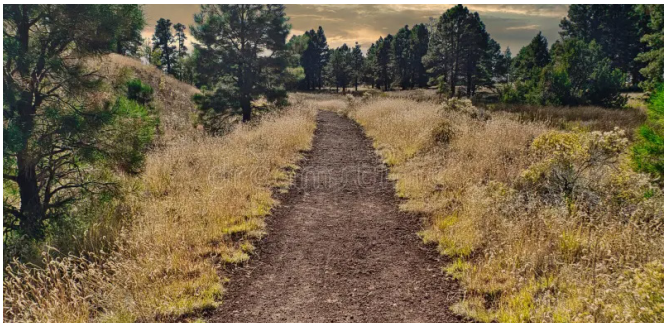
A minimum 5' sidewalk shall be provided along both sides of all public streets.

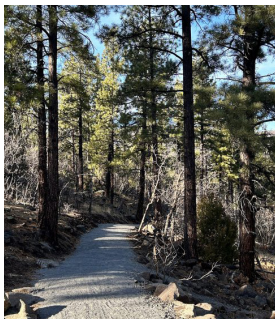




COMMUNITY TRAIL

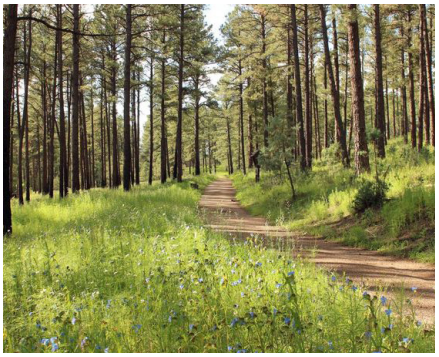
Community trails are 5-to-8-foot-wide paved or packed aggregate-surface paths that provide connections through open space areas.





ARIZONA TRAIL

The Arizona Trail segment through STL 290 replicates the 10' packed aggregate FUTS standard.





FUTS TRAIL

FUTS trails are 10-foot wide shared-use paths surfaced in asphalt, concrete, or hard-packed aggregate, providing continuous, accessible routes for walking and bicycling throughout the community.





PEDESTRIAN, BICYCLE & TRAILS HIERARCHY

E. Landscaping

Development within the Property will be intentionally planned to integrate the built environment and new landscaping into the existing natural environment. The architectural and site design will emphasize the existing ponderosa pine forest, native vegetation, and scenic views, complemented by the thoughtful addition of suitable and sustainable landscaping. The purpose of this General Landscaping Plan is to establish a cohesive landscape character that reinforces the identity of STL 290, supports ecological function, and provides clear guidance for plant selection, streetscape design, and open-space treatments throughout the community. These standards are provided for aesthetic direction, though landscape designs may use any approved plant on the Flagstaff approved plant list.

To achieve harmony between the natural and built environments, the landscape strategy within the 290 acres is organized into two primary landscape character zones, the Forest Landscape Zone and the Enhanced Mixed-Use / Activity Center Landscape Zone. These zones reinforce the site's natural systems while supporting the distinct land uses planned for each development area.

1. Landscape Character Zones

A. Forest Landscape Zone

Covers: Residential neighborhoods, open space corridors, perimeter edges, and forested portions of S12 surrounding the lodge.

This zone preserves and enhances the site's existing ponderosa pine forest and woodland vegetation. The intent is to maintain the natural forest appearance, provide wildfire-resistant spacing and understory management, and ensure that development is visually subordinate to the surrounding landscape.

Key design elements include:

- Retention and protection of existing Ponderosa Pine and Gambel Oak to the greatest extent feasible.
- Supplemental plantings of native conifers (Ponderosa Pine, Pinyon Pine, Douglas Fir) to maintain canopy continuity over time.
- Native shrubs and groundcovers such as Apache Plume, Mountain Mahogany, Woods' Rose, and native bunchgrasses to reinforce a naturalistic understory.
- Landscape buffers within S12 that retain existing forest structure to frame the lodge, protect viewsheds, and support ecological function.
- Selective thinning to enhance forest health while creating shaded pedestrian routes along trails and local streets.

This zone is intended to express a natural, forest-first character consistent with the Forest Resources Pilot Program standards and the community's expectations for development in Flagstaff's ponderosa pine landscape.

B. Enhanced Mixed-Use / Activity Center Landscape Zone

Covers: The S12 Suburban Activity Centers and Commercial Village.

This zone provides a more "finished" and enhanced landscape character appropriate to mixed-use activity centers while still reflecting the natural mountain setting. Landscape treatments will create a welcoming gateway, support walkability, and complement the commercial, lodging, and higher-density residential uses.

Key design elements include:

- A mix of native and adapted deciduous accent trees to provide seasonal color—such as Quaking Aspen, Freeman Maple, Amur Maple, English Hawthorn, Gambel Oak, Flowering Pear, Linden, Patmore Ash and Western Redbud—paired with conifers for year-round structure.

- Native shrubs and perennials that offer color, texture, and pollinator habitat (Serviceberry, Apache Plume, Oregon Grape, Wooly Yarrow, Fern Bush, Russian Sage, Cliffrose, Cranberry Cotoneaster, Creeping Mahonia, Stonecrop, Alpine Rockcress, and Rabbit Brush).
- Shaded pedestrian routes using clustered tree plantings, landscaped parkways, and human-scale lighting.
- Streetscape treatments along J.W. Powell Boulevard that incorporate consistent spacing, native plantings, low-key signage, and high-quality hardscape materials.
- Firewise landscape design surrounding buildings, including irrigated landscape beds and placement of lower-combustible species adjacent to structures.
- This zone establishes the modern-mountain identity of the Activity Center while ensuring compatibility with the broader forest and meadow landscapes.

2. Landscape Treatments Along Local Roads

Landscape design along local streets will reinforce neighborhood character, promote walkability, and provide continuity across development areas.

Local roadway landscape elements will include:

- Street trees selected according to the assigned landscape zone (primarily Ponderosa Pine and native conifers in residential areas; combinations of conifers and deciduous accents in mixed-use areas).
- Parkway strips planted with native grasses, wildflowers, and shrubs for seasonal interest and ecological function.
- Use of drought-tolerant species requiring minimal irrigation after establishment.
- Coordination with utility locations to ensure long-term tree health and avoid conflicts.
- Enhanced landscape treatments at key intersections, neighborhood gateways, and trail crossings, using boulders, native plant clusters, or enhanced shrubs.
- These treatments create safe, shaded streets and visually consistent neighborhoods while integrating seamlessly with nearby open-space corridors.

3. Plant Palette and Modifications to City Plant List

The STL 290 plant palette adheres to Appendix 3 of the City of Flagstaff zoning code with no modifications.

4. Landscape Character Summary

The landscape character throughout STL 290 is intended to:

- Preserve and reinforce the ponderosa pine forest and natural drainageways;
- Create shaded, comfortable, and walkable streetscapes and trail corridors;
- Establish a distinct identity for the Suburban Activity Center;
- Use native and drought-tolerant species to promote sustainability;
- Maintain a cohesive, modern mountain aesthetic across neighborhoods and mixed-use areas; and
- Ensure resilience through firewise design, forest health practices, and water-efficient landscaping.

Through this layered approach, the General Landscaping Plan ensures a cohesive, ecologically responsible, and visually distinctive environment that enhances quality of life for residents and visitors while celebrating the unique natural setting of STL 290.

Forest Landscape Zone






Enhanced Mixed-Use / Activity Center Zone






F. Fencing

Any fencing within STL 290, including wildlife-sensitive barriers, perimeter controls, or neighborhood-level enclosures, will be regulated and maintained through the community's CC&Rs to ensure consistency with City standards and long-term stewardship practices. No fencing will be allowed within Development area 12 due to wildlife concerns.

G. Architecture

The architectural theming throughout the 290 acres will be conceived and designed to cater to the outdoor lifestyle of its residents within a traditional, natural forest community. Dedicated to achieving a high-quality environment, the architecture will utilize creative design characterized by a Mountain Alpine style, which is climatically responsive to the Coconino National Forest and respectful of the mountain terrain and wildlife. Visual continuity between residential and non-residential uses is crucial, achieved through careful attention to the compatibility of architecture while preserving the existing topography and native vegetation. The Mountain Alpine character focuses on naturally based materials. Combinations and compositions of natural stone, wood siding, steel, and glass, along with the various colors of the forest and surrounding landscape, will be used to maximize the development's compatibility with its environment.

H. Outdoor Lighting

The STL 290 Specific Plan adopts the provisions of Section 10-50.70 of the City Code. The STL 290 Specific Plan seeks no modifications to the existing City Code. The Property is located within Lighting Zone 2, in accordance with Section 10-90.40.020 of the City Code. Outdoor lighting will be determined during site planning. The Property will meet or exceed the requirements of Section 10-50.70 of the City Code, enforced by the Community CC&R's.

I. Vehicular Access & Circulation

J.W. Powell Boulevard and Ponavera Boulevard serve as the organizing element for vehicular access and circulation within the Property.

Primary vehicular access and circulation to / from the Property is planned via an extension of J.W. Powell Boulevard from where it currently terminates at Pine Canyon Estates. This extension is planned to 'ribbon' through the southern half of the

Property and ultimately proceed north connecting with Butler Avenue. The City projects J.W. Powell Boulevard to support nearly 2,200 acres of land, including approximately 1,825 acres of privately owned property, 275 acres dedicated to higher education, and 64 acres of public land. A Traffic Impact Analysis is underway for the Specific Plan and Master Plan areas which contemplates a target unit count of 785 residential units across all twenty (20) Development Areas, with densities ranging from under one (1) dwelling unit per acre to up to fourteen (14) dwelling units per acre.

Vehicular access and circulation within the Property is planned via Ponavera Boulevard. Ponavera Boulevard will extend from the approximate midpoint of the J.W. Powell Boulevard extension providing access to the northern portion of the Property, including the planned lodge and residences. Ponavera Boulevard will connect into Juniper Point in the future.

Off-shoots for vehicular access and circulation may be provided from J.W. Powell Boulevard and/or Ponavera Boulevard, as development of the Property occurs.

The STL Master Plan Traffic Impact Analysis analyzes land use and the projected traffic generated through both residential dwelling units and non-residential building space. The recommendations of the Traffic Impact Analysis provide recommendations related to on-site transportation improvements, street capacity, and turning movements.

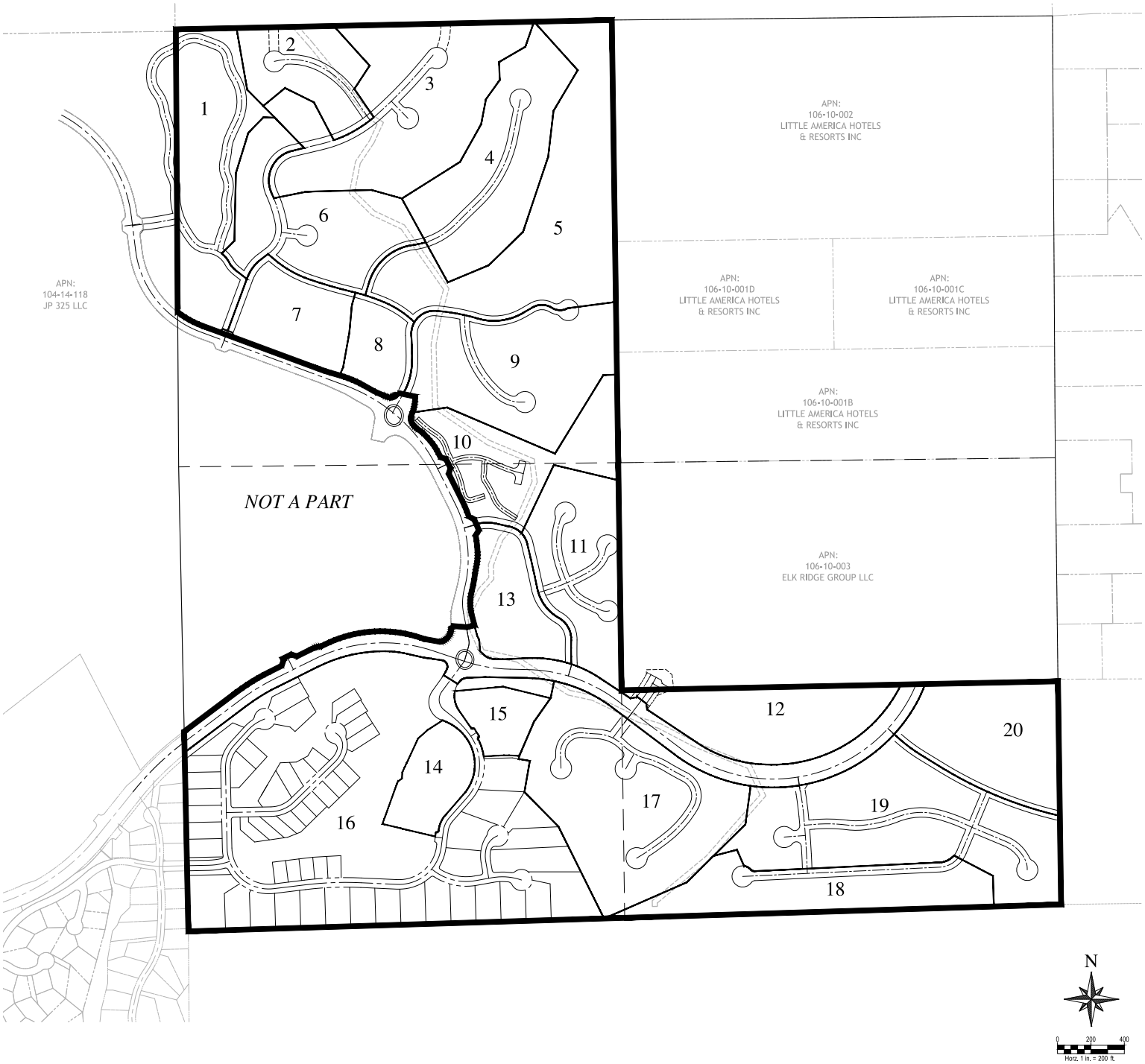
J. Block Pattern

The natural form of the STL 290 property, including steep slopes, drainageways, forest resources, and required Resource Protection areas, precludes the establishment of a uniform street grid or typical suburban block pattern within the Activity Center (Parcels 1, 4, 5, 6, 7, 8, 9, 10). As a result, several blocks and cul-de-sac streets within the S12 Activity Center will exceed the 600–1,000-foot block length recommended for Suburban Activity Centers in the Regional Plan 2030. This deviation is appropriate and intentional, as forcing additional vehicular street connections through the site would result in substantial grading, disturbance of protected slopes, and fragmentation of ecological and drainage corridors.

Consistent with the Regional Plan's recognition that block size and street configuration must respond to topography and environmental constraints, the Specific Plan achieves the functional intent of smaller block patterns through a fine-grained system of multi-use trails, pedestrian connections, and bicycle pathways spaced approximately 300–600 feet apart. Where cul-de-sac streets exceed 600 feet in length, the Specific Plan requires the provision of mid-block or end of cul-de-sac pedestrian and/or trail connections. These connections will link cul-de-sacs to adjacent streets, trails, parks, or open-space corridors, ensuring continuity of the non-motorized network and reducing walking distances.

Through this approach, the Specific Plan provides internal permeability, walkability, and multimodal access consistent with the expectations of a Suburban Activity Center, even where vehicular block lengths are larger due to the need to align streets with the site's natural systems. In this way, the Plan meets the intent of the Regional Plan's connectivity objectives while respecting and preserving the landscape that defines the character of the STL 290 site.

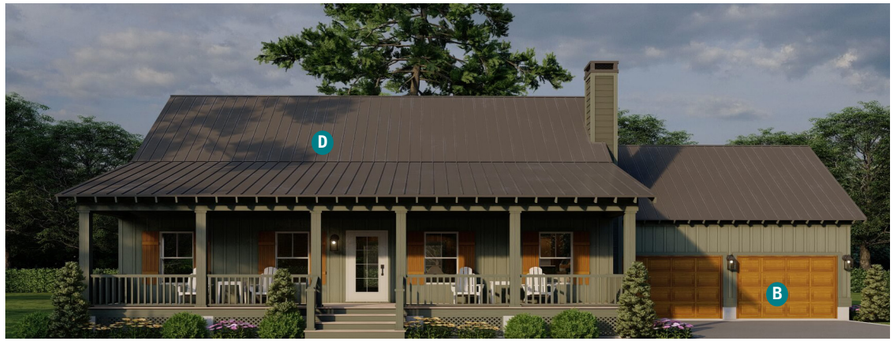
Outside of the S12 Activity Center, block sizes within the remainder of the Specific Plan Area will comply with the Regional Plan block size definition for Suburban Neighborhoods and the zoning code.



ROAD NETWORK MAP

SINGLE-FAMILY RESIDENTIAL CHARACTER IMAGES (As Allowed in Single-Family Residential, MMI & MM2)

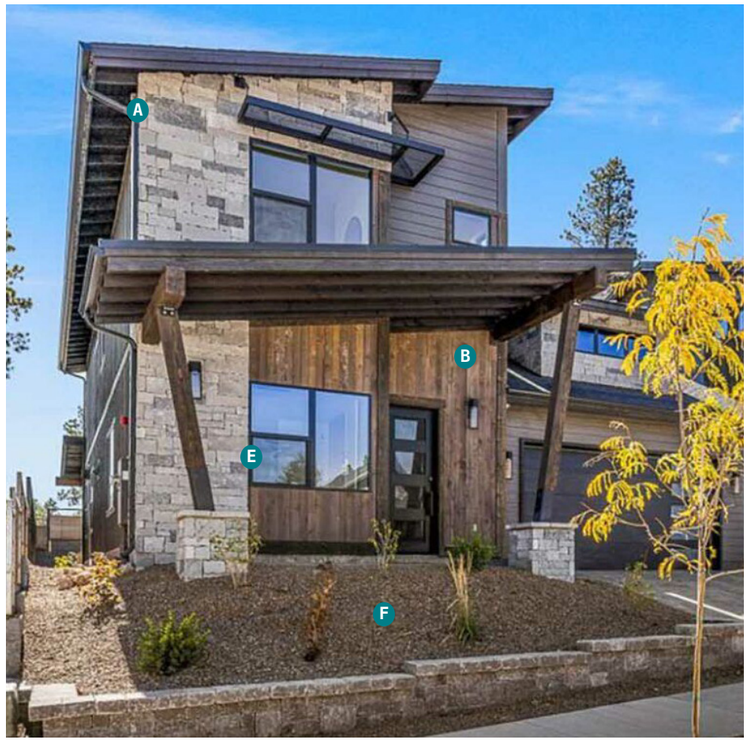
















A Mountain Style
B Natural Materials
C Human-Scaled Architecture
D Gabled or Shed-Style Rooflines with Overhangs
E Large Windows
F Native Landscaping

*Images above depict single-family detached residential homes as allowed/encouraged within Single-Family Residential and Missing Middle Type 1 Development Areas or Missing Middle Type 2 where appropriate. Single family not allowed within Development Areas 1, 7, 14, and 15.

SINGLE-FAMILY ATTACHED & DUPLEX/TRIPLEX CHARACTER IMAGES (As Allowed in MMI, MM2 & MDR)



















- A Mountain Style
- B Natural Materials
- C Compact Higher-Density Configurations
- D Varied Facades with Porches, and Balconies
- E Native Landscaping
- F Human-Scaled Architecture Using Sloped Roofs and Divided Masses to Minimize Bulk

*Images above depict single-family attached residential homes & duplex, triplex, four plex, townhouses, and condos as allowed/encouraged within Missing Middle Type 1 and 2 and MDR Development Areas. Single family not allowed within Development Areas 1, 7, 14, and 15.

MULTI-FAMILY CHARACTER IMAGES (As Allowed in MM1, MM2, and Medium Density Residential)

















- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Gabled or Shed-Style Rooflines with Overhangs
- D Varied Facades with Porches, and Balconies
- E Large Windows
- F Native Landscaping

*Images above depict multiplex, condos, and small garden style apartments as allowed/encouraged within Missing Middle Type 1 & 2 and Medium Density Residential Development Areas.

RETAIL/COMMERCIAL CHARACTER IMAGES



















- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Human/Pedestrian Scale
- D Varied Facades
- E Large Windows / Glass Storefronts
- F Activated Public Space

*Images above depict the architectural characteristics required within Retail/ Commercial Development Areas.

LODGING CHARACTER IMAGES







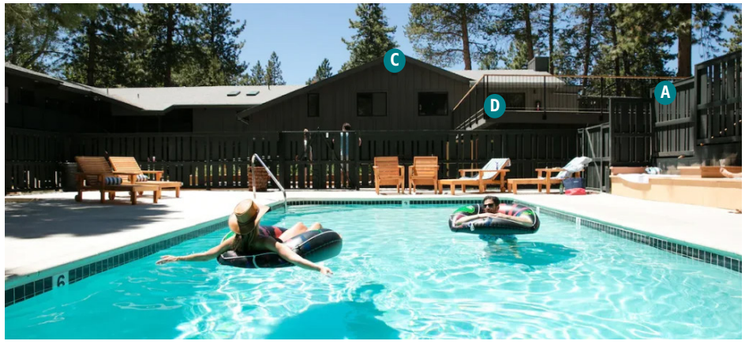












- A Mountain Style
- B Natural Materials - Wood Siding, Heavy Timber, Weathered Steel, Stone, Metal
- C Gabled or Shed-Style Rooflines with Overhangs
- D Varied Facades with Porches, and Balconies
- E Large Windows
- F Native Landscaping

*Images above depict the lodging architectural characteristics required within the Lodging/Highway Commercial Development Area.

K. Resource Protection Criteria for Conservation

The STL 290 Specific Plan establishes a flexible, site-responsive framework for identifying Resource Protection Conservation Areas ("Conservation Areas") that will guide future development, forest stewardship, and preservation under the City's Resource Protection Overlay. These criteria ensure that high-value natural resources are prioritized for conservation while allowing project-level design to adapt to refined environmental data and City review during subsequent development phases.

1. Multiple-Resource Value

Conservation Areas will generally be prioritized where two or more significant resource types overlap or occur in close proximity. Examples include:

- mature or high-value ponderosa pine stands,
- slopes exceeding 17%,
- natural drainageways or riparian pockets,
- wildlfe movement corridors,
- prairie dog colonies or other habitat indicators, and
- soils or vegetation communities supporting rare or sensitive plant species.

These overlapping resource conditions typically create the greatest ecological function and therefore warrant early consideration in site planning.

2. Forest Health, Structure, and Fire Resilience

Conservation Areas will focus on forest conditions that contribute to long-term ecosystem health and fire resilience. This includes:

- older, higher-value or fire-adapted ponderosa pine stands;
- areas important for maintaining canopy continuity; and
- locations where protecting existing forest structure supports wildfire risk reduction and ecological restoration.

This forest-sensitive approach reinforces both environmental stewardship and community safety.

3. Drainageways, Hydrologic Features, and Water-Driven Processes

Natural drainageways, ephemeral channels, wet-meadow pockets, and other hydrologic features are strong candidates for Conservation Areas because protection of these systems:

- supports hydrologic connectivity,
- minimizes erosion and soil disturbance,
- enhances natural infiltration and stormwater function, and
- preserves riparian and wildlife habitat.

Where appropriate, these areas may also serve as part of the open space and trail framework.

4. Topographic Constraints and Scenic Landforms

Steeper slopes, ridgelines, knolls, and visually prominent landforms will be considered for conservation to:

- reduce the need for extensive grading,
- maintain soil stability and watershed function, and
- preserve the scenic mountain and forest character that defines STL 290.

Flexibility will be maintained so that topography may be balanced with other design considerations.

5. Sensitive Habitat and Species Considerations

Biological features such as prairie dog habitat, wildlife corridors, and pockets of sensitive vegetation will be evaluated through site-specific ecological assessments conducted during each development phase. Where feasible, these habitats may be incorporated into open-space corridors or otherwise protected to maintain ecological continuity and biodiversity.

If prairie dog colonies are located within areas proposed for disturbance, the developer will consult with AZGFD to determine appropriate avoidance, timing, and relocation procedures consistent with State wildlife management guidance.

Conclusion
These criteria provide a clear yet flexible framework for identifying Resource Protection Conservation Areas within STL 290. By focusing on multi-resource value, forest health, hydrologic systems, topography, and sensitive habitat, the Specific Plan ensures that conservation priorities are integrated into neighborhood design while preserving the ability to adjust boundaries as new site information emerges. This adaptive approach allows STL 290 to honor the intent of the City's Resource Protection standards while maintaining design flexibility essential for long-term planning and implementation.

L. Infrastructure

The 290 Acres is located within the City's urban growth boundary and is served by City water and wastewater utilities. A Water & Sewer Impact Analysis for the Property has been prepared and approved by the City. Water, wastewater, and drainage improvements are discussed below. Necessary easements will be dedicated for public and wastewater improvements. Construction of infrastructure improvements will occur based on development and phasing.

i. Water Improvements

To support the development of the Property, several water mains and waterlines will be constructed. The water improvements are planned to be constructed in phases as the property is developed.

A 20-inch public water main is proposed to be constructed within the J.W. Powell Boulevard alignment and will extend easterly from the west boundary of the site. In the first phase of improvements, the portion of the water main extending from the west boundary of the property to the proposed roundabout will be constructed to support the planned development of Pine Canyon Expansion, or Development Area 16. Proposed Phase 2 is to construct a 20-inch waterline from the roundabout to the northeast boundary of the property.

To the south of J.W. Powell Boulevard, there will be 8-inch waterline loops that connect to the 20-inch main and serve the southern development parcels. There will be an 8-inch waterline connection to existing Pine Canyon in the Pine Canyon Expansion Area (DA16). To the north of J.W. Powell Boulevard, a 12-inch waterline is proposed within the proposed collector road extending from the roundabout to the commercial village and the remainder of the property. This 12-inch waterline will ultimately connect to proposed water improvements in the Juniper Point development.

Additional water mains are planned to be constructed within the northern parts of the Property to loop into an existing 27-inch waterline in the Bow and Arrow Wash. Offsite easements are planned to be obtained as necessary for these improvements.

ii. Reclaimed Water

It is anticipated that public reclaimed water will be necessary for the irrigation of active open space and enhanced landscape areas within the 290 Acres, through the approval of a new reclaimed water agreement. The developers of the Pine Canyon development have actively worked to reduce the community's reclaimed water needs through modern technology. It is estimated that these upgrades to Pine Canyon's system have resulted in a 30% reduction in historical demand. The applicant plans to request of the City that they be allowed to use the resulting excess supply of reclaimed water for the future system demands within the 290 Acres as a part of the new agreement. The reclaimed water needs within the Property will also be mitigated by the benefits of the same modern technology used in Pine Canyon. The demand will be further reduced through the thoughtful application of turf and planted areas, as well as a modest system that includes surface water for storage.

The existing Rio De Flag Treatment Plant and reclaimed water main within Rio De Flag Wash are anticipated to provide

the necessary reclaimed water. Easements will be obtained as needed for any offsite improvements.

iii. Wastewater

Sewer improvements are planned to be constructed in phases as the Property is developed. First, it is proposed that a public gravity 8-inch sewer line will be constructed within Pine Canyon Expansion, or Development Area 16.

A gravity sewer main is anticipated to be constructed within J.W. Powell Blvd Alignment, beginning just west of the proposed roundabout and will continue east to connect to the existing sewer in Rio De Flag.

Within the northern portion of the 290 Acres, gravity sewer mains are planned to be constructed within washes to the connect to the existing 24-inch sewer main in the Bow and Arrow Wash and the existing 42-inch sewer in Rio De Flag. Offsite easements are planned to be obtained as needed for any offsite improvements.

iv. Solid Waste

It is anticipated that solid waste disposal for the 290 Acres will be provided by the City to the Cinder Lakes Landfill. The commercial uses and travel accommodations in Development Area 6 are planned to utilize dumpster enclosures. Residential development throughout the 290 Acres may have roll out containers and curbside pick-up and/or trash dumpsters.

v. Storm Water Drainage

A drainage design strategy for the Property was determined by evaluating the downstream drainage impacts from the 290 Acre's post-development conditions. From this, a stormwater management plan was developed that prevents a significant impact to the Rio de Flag floodplain and mitigates any potential adverse impacts to Continental Lake. This will be documented within a Drainage Impact Analysis, Master Stormwater Detention Plan, and other documentation as necessary for the Property development. Any Analysis(es) and Report(s) will detail the proposed stormwater drainage and management and adherence to relevant City Codes.

M. Public Services (Fire & Police)

The Flagstaff Fire Department provides fire coverage for the Property. The closest fire station is Station #6, located at 3877 South Lake Mary Road, approximately 2.5 miles from the Property.

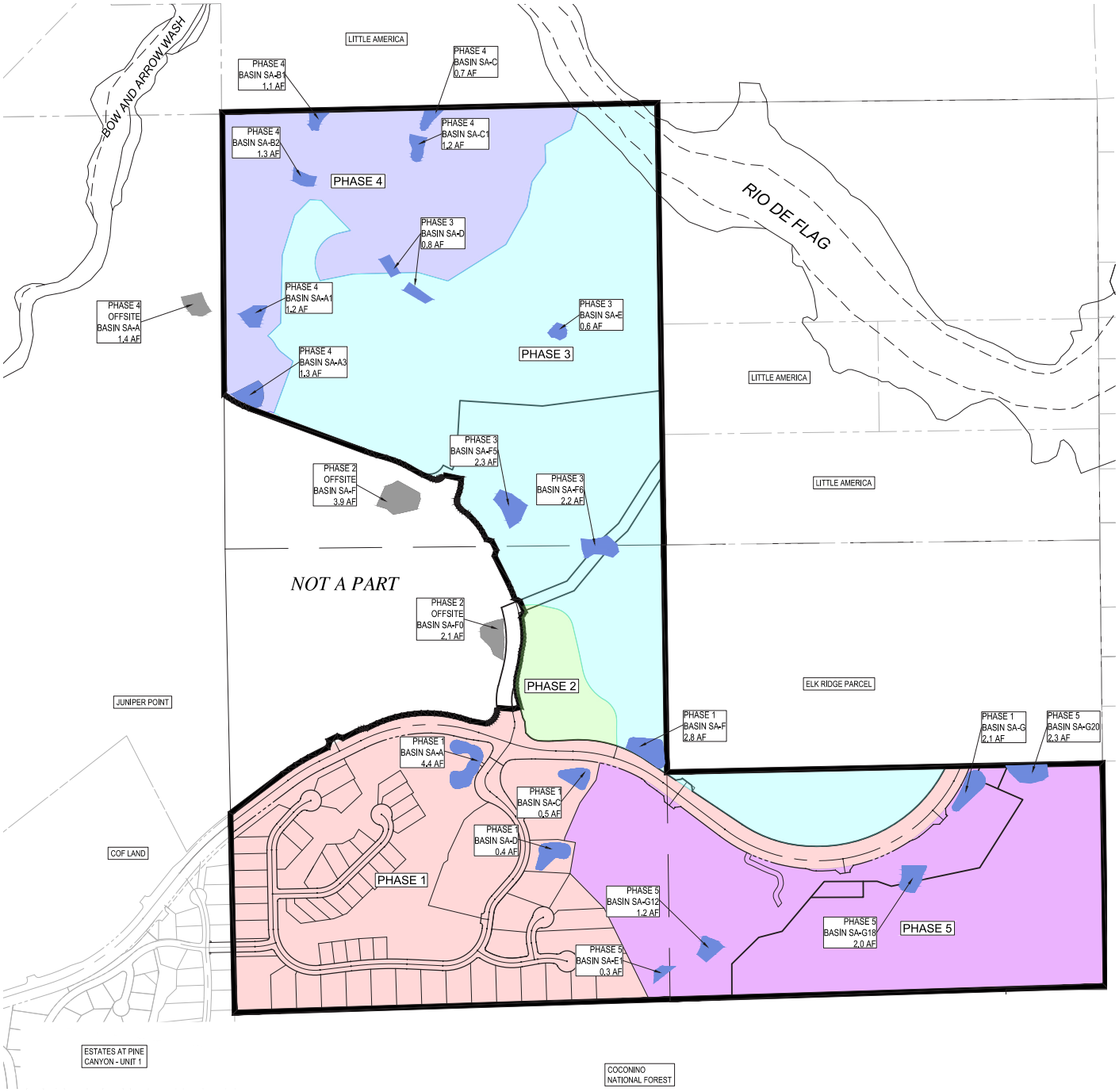
The Flagstaff Police Department will be the police protection agency for the Property. Costs of police service are offset by impact fees assessed pursuant to A.R.S. § 9-463.05.

N. Public Transit

The STL 290 Specific Plan supports the expansion of Flagstaff's multimodal network by accommodating future public transit along both J.W. Powell Boulevard and Ponavera Boulevard. These corridors are designed with adequate right-of-way, intersection geometry, and pedestrian infrastructure to support future Mountain Line bus routes or equivalent transit services.

Higher-density residential and mixed-use areas are strategically located along Ponavera Boulevard and within the S12 Activity Center to create a ridership base and promote transit viability. Internal street and trail connections ensure all neighborhoods are within walking distance of potential transit stops.

As development progresses, coordination with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) will identify stop locations and design features such as shelters, crossings, and pull-outs. This forward-planning approach ensures STL 290 remains transit-ready, supporting reduced vehicle reliance and advancing the Regional Plan's goals for sustainable, connected growth.



LEGEND

PHASE 1	STORAGE BASIN
PHASE 2	OFFSITE BASIN
PHASE 3	
PHASE 4	
PHASE 5	

WOOD PATEL

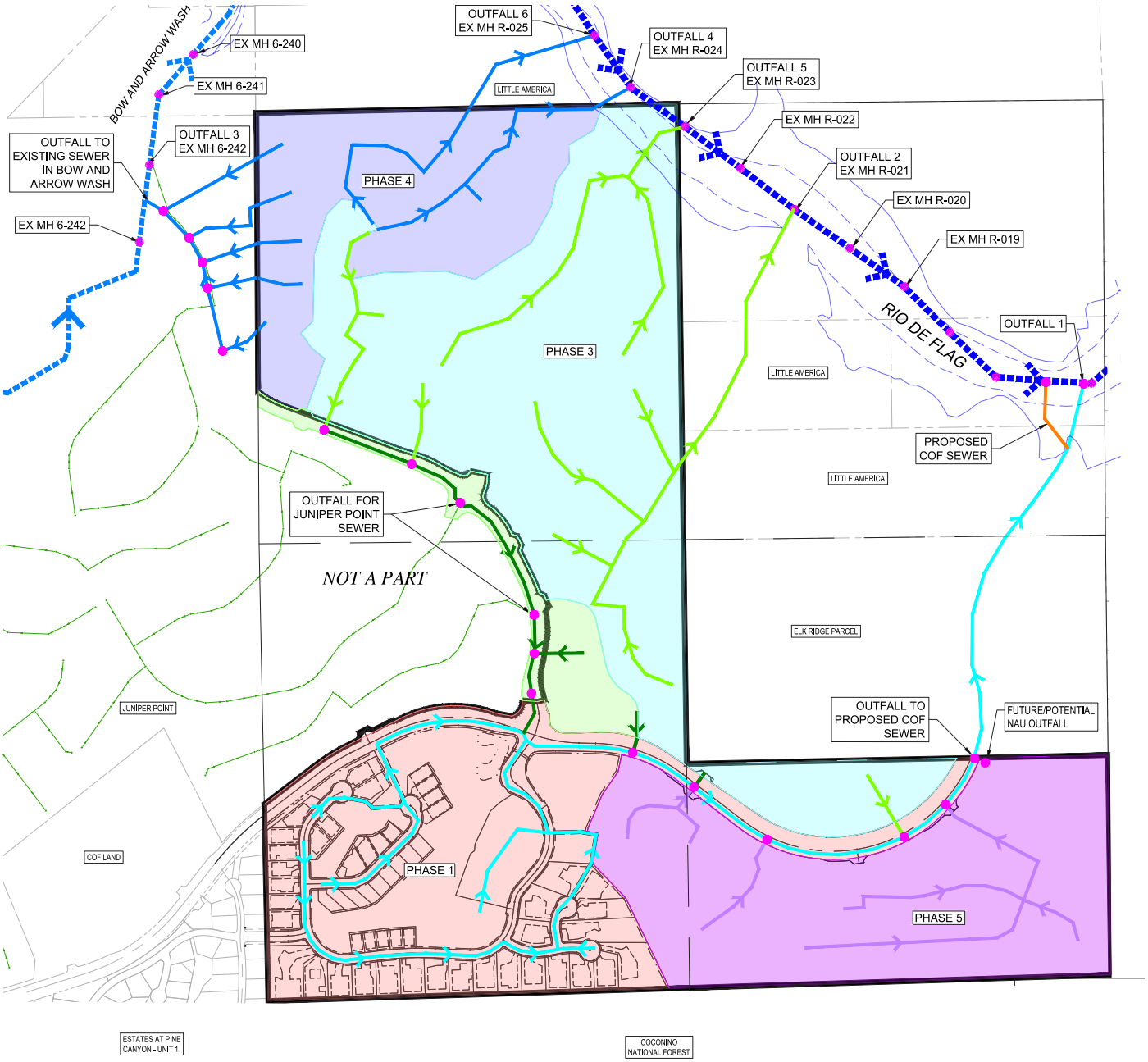
STL 290

DRAINAGE STRATEGY EXHIBIT

DATE	6/26/2026	SCALE	1" = 300'	SHEET	1 OF 1
JOB NO	225329	DESIGN		DRAWN	

Z:\2022\225329\Dwg\Exhibits\Zoning\Rezoning Exhibits\STL 290- Drainage Strategy Map.dwg

DRAINAGE STRATEGY MAP



LEGEND

PHASE 1	PHASE 1 SEWER	CONNECTION POINTS
PHASE 2	PHASE 2 SEWER	EXISTING SEWER MH
PHASE 3	PHASE 3 SEWER	
PHASE 4	PHASE 4 SEWER	
PHASE 5	PHASE 5 SEWER	
	EXISTING SEWER (RIO DE FLAG)	
	EXISTING SEWER (BOW AND ARROW)	
	PROPOSED SEWER	

WOOD PATEL

STL 290

WASTEWATER STRATEGY EXHIBIT

DATE	6/26/2026	SCALE	1" = 300'	SHEET	1 OF 1
JOB NO	225329	DESIGN		DRAWN	

Z:\2022\225329\Dwg\Exhibits\Zoning\Rezoning Exhibits\STL 340- Sewer Strategy Map.dwg

WASTEWATER STRATEGY MAP

O. Schools

The Property lies within the Flagstaff Unified School District. It is anticipated that any elementary age children (K-5) will attend Kinsey Elementary School, located at 1601 South Lone Tree Road, approximately 2 miles from the property. Any middle school age children (6-8) will attend Mount Elden Middle School, located at 3223 North 4th Street, approximately 6.4 miles from the property. The Flagstaff High School, located at 400 West Elm Avenue - approximately 4.1 miles from the STL 290 property, will serve grades 9-12.

P. Utilities

The Property is within the service areas for APS (electric), UniSource (gas), and CenturyLink (communications).

Q. Roadway, Trail, and Infrastructure Maintenance

Roadways, trails, sidewalks, utilities, landscaping, and associated infrastructure within the Specific Plan area shall be maintained in accordance with applicable City code requirements, adopted engineering standards, approved subdivision documents, development agreements, improvement plans, and other applicable agreements in effect at the time of development.

Public arterial and collector roadways constructed within the Specific Plan area shall be dedicated and maintained consistent with applicable City standards and acceptance procedures. Any offsite infrastructure improvements shall be constructed and maintained in accordance with the final STL 290 Development Agreement, J.W. Powell Development Agreement, or other applicable agreements.

Private streets, private drives, and private trail facilities, including Community Trails, shall be privately maintained by the HOA.

FUTS facilities and the Arizona Trail shall follow the standard maintenance structure established by the City unless otherwise specified through future agreements or approved development documents.

Enhanced landscaping, enhanced streetscape elements, decorative median treatments, or other non-standard improvements located within medians or public right-of-way areas may be permitted; however, long-term maintenance responsibilities for such improvements shall be established through separate agreements between the developer and the City, as applicable.

R. Adjacent Vehicular Access

The Specific Plan identifies all topographically viable and environmentally responsible connection points, including two planned connections to the north into the Little America property, three access points from Ponavera Boulevard that connect into the Juniper Point development, and an eastern roadway connection preserved for future multimodal access to NAU. These connections, illustrated on the Roadway Network map, represent the full extent of feasible opportunities to integrate the STL 290 roadway system with surrounding development. As individual parcels within the planning area develop and more detailed engineering is completed, additional local access points may be created where terrain and resource constraints allow; however, no additional feasible connections have been identified at this time.

S. Phasing

It is anticipated that the approximately 126 southwest-most acres of the Property will be developed as Phase I (65.3 of these acres are already in development), including the entire length of the JWP cooridor within the STL property. The commercial center, will be developed as the Second Phase (development area 13), along with the entire length of the Ponavera Boulevard. Development of the residential area to the east of the Commercial site, as well as the lodging area, will follow as Phase Three (development areas 4, 5, 6, 7, 8 9, 10, 11, and 12). Phase Four will include residential parcels in the northern portion of the property (development areas 1, 2, and 3). And finally, Phase Five will consist of the southeastern most portion of the property (development areas 17, 18, 19, and 20). Development plans for each phase(s) will be submitted to the City for review to ensure proper and orderly development.

Phase 1

- JWP Roadway and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)
- Development Area 16 - Residential Homes, Golf Course and Associated Amenity Facilities
- Development Area 14 - Residential Homes (PRD Housing Mix) and 0.80-acres Common Space.
- Development Area 15 - Residential Homes (PRD Housing Mix) and 0.54-acres Common Space.

Phase 2A

- Ponavera Boulevard and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)

Phase 2B

- Development Area 13 - Commercial Center (PRD Housing Mix)
- Plaza Park and Internal Neighborhood Trails (PRD Recreational Amenities: multi-use outdoor plaza, shade structure, seating areas, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)

Phase 3

- Development Area 5 - Lodge Development
- Development Area 4 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 6 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 7 - Residential Homes (PRD Housing Mix)
- Development Area 8 - Residential Homes (PRD Housing Mix)
- Development Area 9 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 10 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 3.49-acres Common Space
- Development Area 11 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 2.0-acres Common Space
- Development Area 12 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 3.75-acres Common Space

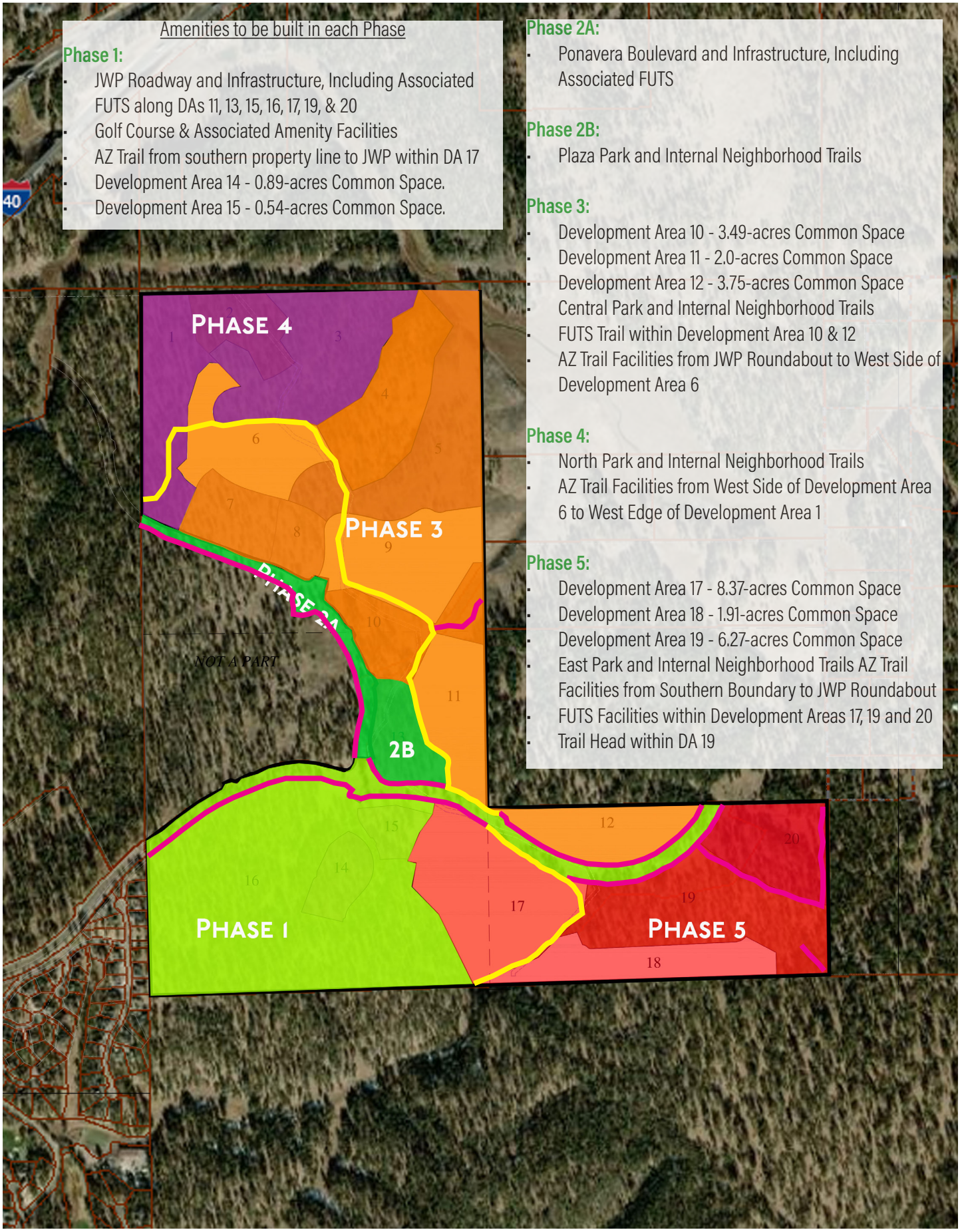
- Central Park and Internal Neighborhood Trails (PRD Recreational Amenities: multi-use recreation fields, sports court, shade structure, play equipment, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections, seating areas, signage)
- FUTS Trail within Development Area 10 (PRD Enhanced Pedestrian Environment): multi-use trail connections, signage)
- AZ Trail Facilities from JWP Roundabout to West Side of Development Area 6 (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)

Phase 4

- Development Area 1 - Residential Homes (PRD Housing Mix)
- Development Area 2 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- Development Area 3 - Residential Homes (PRD Housing Mix, PRD ADU Permitted)
- North Park and Internal Neighborhood Trails (PRD Recreational Amenities: Shade structure, single-tract bike paths with jumps, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- AZ Trail Facilities from West Side of Development Area 6 to West Edge of Development Area 1 (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)

Phase 5

- Development Area 17 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 8.37-acres Common Space
- Development Area 18 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 1.91-acres Common Space
- Development Area 19 - Residential Homes (PRD Housing Mix, PRD ADU Permitted) and 6.27-acres Common Space
- Development Area 20 - Commercial Center
- East Park and Internal Neighborhood Trails (PRD Recreational Amenities: Recreational Fields, kids play areas, shade structure, PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- AZ Trail Facilities from Southern Boundary to JWP Roundabout (PRD Enhanced Pedestrian Environment: seating areas, signage, shaded walkways)
- FUTS Facilities within Development Areas 12, 17, 19 and 20 (PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections)
- Trail Head (PRD Enhanced Pedestrian Environment: vehicular and bike parking, trail connections, signage, information)



Amenities to be built in each Phase

Phase 1:

- JWP Roadway and Infrastructure, Including Associated FUTS along DAs 11, 13, 15, 16, 17, 19, & 20
- Golf Course & Associated Amenity Facilities
- AZ Trail from southern property line to JWP within DA 17
- Development Area 14 - 0.89-acres Common Space.
- Development Area 15 - 0.54-acres Common Space.

Phase 2A:

- Ponavera Boulevard and Infrastructure, Including Associated FUTS

Phase 2B:

- Plaza Park and Internal Neighborhood Trails

Phase 3:

- Development Area 10 - 3.49-acres Common Space
- Development Area 11 - 2.0-acres Common Space
- Development Area 12 - 3.75-acres Common Space
- Central Park and Internal Neighborhood Trails
- FUTS Trail within Development Area 10 & 12
- AZ Trail Facilities from JWP Roundabout to West Side of Development Area 6

Phase 4:

- North Park and Internal Neighborhood Trails
- AZ Trail Facilities from West Side of Development Area 6 to West Edge of Development Area 1

Phase 5:

- Development Area 17 - 8.37-acres Common Space
- Development Area 18 - 1.91-acres Common Space
- Development Area 19 - 6.27-acres Common Space
- East Park and Internal Neighborhood Trails AZ Trail Facilities from Southern Boundary to JWP Roundabout
- FUTS Facilities within Development Areas 17, 19 and 20
- Trail Head within DA 19

PHASING MAP

IV. LAND USE & DEVELOPMENT STANDARDS

Section IV. Land Uses & Development Standards includes Allowed Uses and modifications to the development standards for each Development Area. Any amendments to the Zoning Code affecting a use(s) or standard within this Section enacted after the adoption of the STL 290 Specific Plan may be opted into.

TABLE 1: LAND USE MASTER PLAN

Parcel	Regional Plan Land Use	Proposed Land Uses	Total Acres	Develop-able Acres	Targeted Open Space Acres	Land Use Density Range		Dwelling Unit Range		Targeted Dwelling Units	Targeted DU/AC	Existing Zoning Category	Proposed Zoning Category
						Min.	Max.	Min.	Max.				
1	Suburban - Future	Medium Density Residential	15.58	11.41	4.17	12	14	137	160	137	12.01	Rural Residential RR-RPO	Medium Density Residential MR-RPO
2	Suburban - Future	Missing Middle 2	7.9	5.34	2.55	4	6	21	32	26	4.87	Rural Residential RR-RPO	Single Family Residential R1-RPO
3	Suburban - Future	Single Family Residential	22.68	11.95	10.73	0.8	1	10	12	12	1.0	Rural Residential RR-RPO	Rural Residential RR-RPO
4	Suburban - Future	Missing Middle 2	16.14	10.21	5.93	4	6	41	61	60	5.88	Rural Residential RR-RPO	Single Family Residential R1-RPO
5	Suburban Activity Center	Lodging	23.69	17.09	6.59	/	/	/	/			Rural Residential RR-RPO	Highway Commercial HC-RPO
6	Suburban - Future	Missing Middle 1	14.06	10.84	3.22	4	6	43	65	43	4.00	Rural Residential RR-RPO	Single Family Residential R1-RPO
7	Suburban - Future	Medium Density Residential	7.76	7.76	0	12	14	93	109	109	14.00	Rural Residential RR-RPO	Medium Density Residential MR-RPO
8	Suburban - Future	Missing Middle 2	4.56	4.56	0	11	14	50	64	50	10.96	Rural Residential RR-RPO	Medium Density Residential MR-RPO
9	Suburban - Future	Missing Middle 1	18.21	11.12	7.09	4	6	44	67	45	4.05	Rural Residential RR-RPO	Single Family Residential R1-RPO
10	Suburban - Future	Missing Middle 2	11.41	11.41	0	2	6	23	68	40	3.51	Rural Residential RR-RPO	Single Family Residential R1-RPO
11	Suburban - Future	Missing Middle 1	12.47	12.47	0	2	6	25	75	40	3.21	Rural Residential RR-RPO	Single Family Residential R1-RPO
12	Suburban - Future	Single Family Residential	11.96	11.96	0	0	1	0	12	3	0.25	Rural Residential RR-RPO	Rural Residential RR-RPO

Parcel	Regional Plan Land Use	Proposed Land Uses	Total Acres	Develop-able Acres	Targeted Open Space Acres	Land Use Density Range		Dwelling Unit Range		Targeted Dwelling Units	Targeted DU/AC	Existing Zoning Category	Proposed Zoning Category
13	Suburban Corridor	Retail / Commercial	7.67	7.67	0	0	13	0	100	20	2.61	Rural Residential RR-RPO	Suburban Commercial SC-RPO
14	Suburban - Future	Medium Density Residential	5.3	5.3	0	2	6	11	32	32	6.00	Rural Residential RR-RPO	Single Family Residential R1-RPO
15	Suburban - Future	Medium Density Residential	3.57	3.57	0	2	6	7	21	20	5.60	Rural Residential RR-RPO	Single Family Residential R1-RPO
17	Suburban - Future	Missing Middle 1	24.82	24.82	0	2	6	50	149	50	2.01	Rural Residential RR-RPO	Single Family Residential R1-RPO
18	Suburban - Future	Single Family Residential	12.72	12.72	0	0	1	0	13	11	0.86	Rural Residential RR-RPO	Rural Residential RR-RPO
19	Suburban - Future	Missing Middle 1 & 2	25.13	25.13	0	2	6	50	151	87	3.46	Rural Residential RR-RPO	Single Family Residential R1-RPO
20	Suburban Corridor	Retail / Commer-cial/ Public Facility	12.82	9.38	3.44	0	13	0	122	0	0.00	Rural Residential RR-RPO	Suburban Commercial SC-RPO
Total			258.44	214.71	43.73			605	1,312	785	3.7		

*All target unit counts are conceptual and may be modified at each phase of development, so long as the property continues to comply with the permitted land uses, development standards, and applicable zoning regulations as set forth in this Specific Plan, and within Chapter 10 of the Flagstaff City Code.

**Targeted Open Space areas will be refined and memorialized during the platting process. Open space acreages depicted in the Open Space Exhibit and associated tables a may be adjusted to respond to final engineering, resource protection requirements, and site-specific conditions, in compliance with the Development Agreement and the intent of the Specific Plan, and by Director Approval. Targeted Open Space Areas will be managed by the HOA and governed by CC&Rs allowing public access.

A. Residential Program and Uses

The distribution of residential land uses within STL 290 follows a deliberate density gradient that responds to transportation access, walkability objectives, and natural site constraints. The highest-density residential areas are intentionally located along Ponavera Boulevard, which functions as the community's primary multimodal corridor and the central spine of the land use framework. Placing Medium Density Residential and Missing Middle 2 housing types along this corridor ensures direct access to transit, trails, parks, and the Future Activity Center, creating a strong foundation for a walkable mixed-use environment.

From this high-density core, residential intensity tapers outward in a series of strategic transitions.

- Medium Density Residential and Missing Middle 2 uses are concentrated closest to Ponavera Boulevard, the Activity Center, and multimodal connections, where infrastructure is most robust and the terrain is more suitable for compact development.
- Missing Middle 1 provides a transitional zone between attached products and traditional single-family neighborhoods, helping to balance density while maintaining a human-scaled residential pattern.
- Single-Family Residential is placed in areas with the greatest slope, forest resource concentration, or drainage constraints, where smaller blocks and detached lots reduce grading, preserve natural character, and fit the physical limitations of the land.

Several Development Areas demonstrate how topography shapes these decisions. Development Areas 9 and 11 lie within areas of steeper terrain, drainage corridors, and significant slope variation. Although they are located near Ponavera Boulevard and the Activity Center, the physical constraints make higher-density residential forms infeasible. As a result, these Development Areas are designated for lower-intensity housing to avoid excessive cut-and-fill, protect RPO resources, and align development with the site's environmental capacity.

Development Area 1: Relationship to Juniper Point and Justification for Higher Density

Development Area 1 occupies a unique position along the northern gateway of STL 290, where it interfaces directly with the Juniper Point master-planned community. While the area contains some slope, its developable benches are broader and more uniform than those in DA 9 or 11, allowing higher-density development with significantly less grading. More importantly, DA 1 aligns with the existing and planned higher-density neighborhoods and collector-street framework of Juniper Point, supporting a consistent corridor-based development pattern. Placing compact housing in DA 1 strengthens multimodal connectivity and reinforces the north–south Activity Center corridor consistent with land use policies. Single-Family homes are prohibited in this Development Area. Units proposed on this parcel are located exclusively within the Specific Plan Area and not the adjacent Juniper Point acreage.

By comparison, several interior Development Areas, though geographically closer to the Activity Center, contain fragmented development pods, steeper slopes, and more sensitive natural systems, which make density unsuitable. DA 1's density is therefore justified based on compatibility, efficient development geometry, and corridor alignment, not merely proximity.

Development Area 6: Missing Middle 1, Visual Buffering, and Transitional Function

Development Area 6 is designated as Missing Middle 1 because it occupies one of the more moderately sloped and less topographically constrained areas within the northern portion of the site, allowing compact and attached residential forms that fit comfortably within the landform. While DA 6 could physically support higher-intensity housing, its placement serves an important transitional role within the STL 290 density framework. Positioned between the higher-density DA 1 to the northwest and the lower-density single-family neighborhood in DA 3 to the north, DA 6 provides a critical visual and scale transition across the hillside.

The Missing Middle 1 pattern softens the shift between the more intense multifamily products planned in DA 1 and the

traditional detached homes in DA 3, ensuring that building massing, height, and lot sizes step down appropriately as development moves northward. This transitional structuring directly supports land use policies by aligning density with both terrain and adjacent neighborhood character, and by maintaining a cohesive skyline and minimizing visual impacts along natural slopes. Through its role as a density and visual buffer, DA 6 contributes to a balanced, human-scaled residential pattern that respects topography while advancing walkability and housing diversity.

Regulatory Context and Allocation of Housing Types

In alignment with Arizona Senate Bill 2721, which requires municipalities of over 75,000 residents to permit duplexes, triplexes, fourplexes, and townhomes within at least 20% of new developments over ten contiguous acres, this Specific Plan identifies multiple Development Areas where Missing Middle and Medium Density housing types are permitted. Within Development Areas 1, 2, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 19, and 20 representing 187.45 acres (66.94%) of STL 290, attached housing types including duplexes, triplexes, fourplexes, townhomes, and condominiums are allowed and encouraged. Single-Family residential is prohibited within Development Areas 1, 7, 14, and 15.

The Development Areas that propose the R1-RPO and MR zoning under the concurrent rezoning applications, enabling a wide variety of residential building forms that satisfy both state housing requirements and the City's long-term policy objectives for diversity, attainability, and neighborhood-scale design.

Land Use Mapping and Zoning Implementation

The STL 290 Development Area Map graphically defines where each of these land use types applies across the 20 Development Areas of the Specific Plan. Table 2: Allowed Uses identifies the uses permitted in each Development Area and the corresponding zoning district. Final zoning for each parcel will be established through the two concurrent STL 290 rezoning cases and verified through subsequent site plans, preliminary plats and final plats.



Table 2: Allowed Uses			
Development Area	**Proposed Zoning Category**	**Allowed Residential Uses**	**Allowed Commercial Uses**
1	MR-RPO	All uses within MR. One Unit Residential Development prohibited.	Outdoor Public Uses
2	R1-RPO	All Uses Within R1	Outdoor Public Uses
3	RR-RPO	All Uses Within RR	Outdoor Public Uses
4	R1-RPO	All Uses Within R1	Outdoor Public Uses
5	HC-RPO	–	Primary Use: Travel Accommodations, Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden
6	R1-RPO	All Uses Within R1	Outdoor Public Uses
7	MR-RPO	All uses within MR. One Unit Residential Development prohibited.	Outdoor Public Uses
8	MR-RPO	All uses within MR. One Unit Residential Development prohibited.	Outdoor Public Uses
9	R1-RPO	All Uses Within R1	Outdoor Public Uses
10	R1-RPO	All Uses Within R1	Outdoor Public Uses
11	R1-RPO	All Uses Within R1	Outdoor Public Uses
12	RR-RPO	All Uses Within RR	Outdoor Public Uses
13	SC-RPO	All Uses Within SC	General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking. Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit)
14	R1-RPO	All Uses Within R1. One Unit Residential Development prohibited.	Outdoor Public Uses
15	R1-RPO	All Uses Within R1. One Unit Residential Development prohibited.	Outdoor Public Uses
16	RR-RPO	All Uses Within RR (Including Golf Course and Related Facilities)	Outdoor Public Uses (Including Golf Course and Related Facilities)
17	R1-RPO	All Uses Within R1	Outdoor Public Uses
18	RR-RPO	All Uses Within RR	Outdoor Public Uses
19	R1-RPO	All Uses Within R1	Outdoor Public Uses
20	SC-RPO	All Uses Within SC	General Retail Business, Bars/Taverns, Mixed Use, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums, and Public Parking. Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit)

"Commercial Mixed-Use" (CMU) Specific to Parcels 13 and 20 - The Commercial Mixed-Use (CMU) within a Suburban Commercial (SC) zone is intended to provide for a range of commercial, office, civic, and supporting residential uses within a coordinated development pattern that promotes walkability and an integrated built environment. CMU areas are meant to be developed as mixed-use (vertical or horizontal) or commercial, but not as residential-only developments. Residential-only developments will not be supported in these areas. Commercial and non-residential uses shall be the primary use within CMU areas in conjunction with residential uses, which are intended to support and activate the commercial environment.

"Golf Course and Related Facilities" - On 11/10/2025, Development Area 16 was entitled for a Golf Course and Related Facilities in CUP case PZ-24-00124-08. This Specific Plan incorporates this entitlement by right and allows for the development of a Golf Course and additional future Related Facilities on the 20.86-acre site within Development Area 16. Golf Course and Related Facilities is defined as: Open land area designated for recreational golf activities, including amenities such as landscaping, irrigation systems, paths, golf greens, tees, clubhouse, and incidental accessory uses.

"Medium Density Residential Land Use" - Provides a land use that allows and encourages the highest density residential product types including single-family attached, condominiums, multi-family, multiplex, and garden style apartments. Single-family detached units are not supported in this land use category.

"Missing Middle Type 1" - Provides a transitional zone between attached products and traditional low density single-family neighborhoods, helping to balance density while maintaining a human-scaled residential pattern. This Land Use pattern may include, but is not limited to single family homes, duplex, triplex, or townhome product types. Single-family detached and single-family attached product types are allowed and encouraged within this classification (note that any use listed within a certain Development Area on Table 2 may be applied within these areas).

"Missing Middle Type 2" - Defines residential uses that are concentrated closest to Ponavera Boulevard, the Activity Center, and multimodal connections, where infrastructure is most robust and the terrain is more suitable for compact development. This Land Use pattern may include, but is not limited to duplex, triplex, fourplex, townhome, multiplex or condo product types. Single-family attached and multi-family product types are most suitable within this classification (note that any use listed within a certain Development Area on Table 2 may be applied within these areas).

"Multi-Family, Multiplex" - permits multiple dwelling units on one parcel and can accommodate a variety of building forms including condominiums, garden style apartments and/or condo platted townhomes, duplex, triplex, and fourplex configurations.

"Permitted Use" – Means the ability for a development to be approved without requiring a public hearing, variance, conditional use permit, special permit or special exemption, other than an administrative action to determine that a site plan conforms with applicable zoning regulations.

"Single-Family Attached" - Refers to 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.

"Single-Family Detached" - means a detached dwelling unit designed for occupancy by one family.

*Definitions to be used when determining allowed residential use within each Development area proposal.

B. Development Standards

Lot & Building Standards. The lot and building standards for the Property shall be the standards set forth in the Section 10-40.30 of City's Zoning Code, except as modified below.

Table 3: Development Standards for Residential Uses													
	Development Area												
	2	4	6	9	10	11	17	19	1	7	8	14	15
Minimum Lot Area SF	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Minimum Lot Width	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Minimum Lot Depth	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
Maximum Lot Coverage	70%	70%	70%	70%	70%	70%	70%	70%	80%	80%	80%	70%	70%
Building Height (Stories / Feet)	3 / 48'	4/ 60'	2 / 35'	2 / 35'	3 / 48'	2 / 35'	2 / 35'	3 / 48'	4 / 60'	4 / 60'	4 / 60'	4 / 60'	4 / 60'
Minimum Setbacks													
Front	5'	5'	5'	5'	5'	5'	5'	5'	5'	5'	5'	5'	5'
Side1,2	5'	5'	5'	5'	5'	5'	5'	0'	0'	0'	0'	0'	0'
Rear	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'
1 Corner lots shall be required to provide an additional 5' on the street side.													
2 Side setback may be reduced to zero for single-family attached dwellings.													

Table 3 Cont.: Development Standards for Residential Uses				
	Development Area			
	3	12	16	18
Minimum Lot Area SF	2,500	2,500	-	2,500
Minimum Lot Width	30'	30'	-	30'
Minimum Lot Depth	50'	50'	-	50'
Maximum Lot Coverage	50%	50%	-	50%
Building Height (Stories / Feet)	2/35'	2 / 35'	2/35' (3/48' for viewing tower only)	2 / 35'
Minimum Setbacks				
Front	12'	12'	-	12'
Side1	5'	5'	-	5'
Rear	12'	12'	-	12'
1 Corner lots shall be required to provide an additional 5' on the street side.				

Table 4: Development Standards for Commercial Uses			
	Development Areas		
	5	13*	20*
Building Height (Stories / Feet)	5 / 75'	4 / 60'	4 / 60'
*Residential development within in the Suburban Commercial (SC) zones shall utilize the setbacks and lot coverage, established in the Medium Density Residential (MR) zone development standards included in the zoning code.			

Planned Residential Development (PRD) Standards

STL 290 utilizes the Planned Residential Development (PRD) option set forth in the Flagstaff Zoning Code as a mechanism to allow alternative lot area, lot width, and lot depth standards to be applied across the development through adoption of this Specific Plan. Consistent with Zoning Code Division 11-10.30 (Specific Plans) and Section 10-40.60.280 (Planned Residential Developments), this Specific Plan establishes the regulatory framework, development standards, and design elements necessary to implement a coordinated PRD across the approximately 290-acre site.

The Specific Plan functions as the governing document for the PRD and establishes site-wide standards for land use, housing types, density distribution, dimensional requirements, open space, circulation, and public amenities. These standards implement the purpose and intent of the PRD ordinance by allowing flexibility in development form while ensuring delivery of meaningful community benefits, including housing diversity, integrated parks and common space, enhanced pedestrian connectivity, and preservation of natural resources.

In accordance with Section 10-40.60.280, the PRD ordinance requires that a minimum of fifteen percent (15%) Common Space be provided. Within STL 290, this requirement is calculated across the Development Site Acreage of the PRD Development Areas. Based on this methodology, 27.084 acres of Common Space is required, and 27.0985 acres is provided, satisfying the PRD requirement.

Because the STL 290 Open Space improvements are planned and implemented as an integrated system across the 290-acre site, and provide public-facing recreational and connectivity benefits, the Common Space and amenity framework functions at a community scale while maintaining compliance with applicable PRD requirements.

Compliance with the PRD point system is demonstrated cumulatively through the features and amenities embedded within this Specific Plan. The qualifying elements are planned and allocated at the master-plan scale and collectively meet or exceed the minimum point threshold required by the PRD ordinance. Approval of this Specific Plan shall constitute approval of the Planned Residential Development for the entire STL 290 plan area.

Future subdivision plats, site plans, and development permits shall demonstrate consistency with the standards and public benefit framework established herein. Individual development phases shall comply with applicable parcel-level requirements, and are not required to independently qualify as PRDs or re-establish PRD points.

Through this integrated approach, the Specific Plan provides a cohesive regulatory structure that allows development flexibility where appropriate, ensures delivery of public benefits at a community-wide scale, and advances the goals and policies of the Regional Plan. The integrated park, open space, and connectivity framework established by this Specific Plan represents a coordinated community-scale investment that cannot be meaningfully evaluated or credited at the individual subdivision level.

PRD Point Compliance

This Specific Plan, as a whole, complies with the point standards set forth in Section 10-40.60.280 of the Flagstaff Zoning Code, as summarized below:

Housing Mix (2 Points)

STL 290 incorporates a combination of single-family detached, duplex, townhome, and multi-family residential units. This housing mix is distributed across multiple Development Areas and is established by the land use and density framework of this Specific Plan. Because residential product types are allocated at the master-plan level and implemented through adopted Development Area standards, housing diversity is a project-wide characteristic rather than a feature of any individual subdivision. The cumulative mix across the plan area satisfies the PRD housing diversity criteria. Single-Family is prohibited in Development Areas 1, 7, 14, and 15.



STL 290 PROPOSED BUILDING HEIGHTS

Recreational Amenities (2 Points)
Recreational amenities are provided within parks and Common Space areas, including but not limited to dog parks, picnic areas, sports courts, and community gathering spaces.

These amenities are planned as an interconnected system serving the entire STL 290 community and are not confined to individual subdivisions. As described in the Parks and Open Space section of this Specific Plan, recreational facilities are master-planned and phased at the community scale, thereby satisfying the PRD recreational amenity criteria on a project-wide basis. Park and trail facilities will be privately constructed and maintained but publicly accessible as approved by the City, extending the benefit of these amenities beyond project residents.

Minimum Commitments:

- Plaza Park and Internal Neighborhood Trails (PRD Recreational Amenities: multi-use outdoor plaza, shade structure, seating areas)
- Central Park (PRD Recreational Amenities: multi-use recreation fields, sports court, shade structure, play equipment)
- North Park (PRD Recreational Amenities: Shade structure, single-tract bike paths with jumps)
- East Park (PRD Recreational Amenities: Recreational Fields, play equipment, shade structure)

Enhanced Pedestrian Environment (1 Point)
The subdivision includes enhanced pedestrian environments such as expanded landscaping areas, outdoor seating, shaded walkways, and multi-use trail connections.

The Specific Plan establishes a comprehensive pedestrian and trail network connecting residential areas, Activity Centers, parks, and open space corridors throughout the site. These improvements are embedded in the circulation framework and streetscape standards and function as an integrated mobility and placemaking system serving the entire project.

Minimum Commitments:

- JWP Roadway and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)
- Ponavera Boulevard and Infrastructure, Including Associated FUTS (PRD Enhanced Pedestrian Environment: multi-use trail connections, shaded walkways)
- FUTS Trail within Development Areas 10, 19, 20 (PRD Enhanced Pedestrian Environment: multi-use trail connections, signage)
- AZ Trail Facilities (PRD Enhanced Pedestrian Environment: seating areas placed 600' apart, signage at trail intersections, shaded walkways)
- Internal Neighborhood Trails (PRD Enhanced Pedestrian Environment: shaded walkways, multi-use trail connections, seating areas placed 1,000' apart, trail signage at trail intersections)
- Trail Head (PRD Enhanced Pedestrian Environment: vehicular and bike parking, trail connections, signage, information)

Accessory Dwelling Units Permitted (1 Point)
Subdivision CC&Rs and setback standards do not prohibit the development of accessory dwelling units (ADUs), where otherwise permitted by the underlying zoning district and City regulations.

The Specific Plan establishes dimensional standards that accommodate ADUs consistent with the Flagstaff Zoning Code. CC&Rs recorded within STL 290 shall not restrict ADUs where allowed by City code. Because this allowance applies uniformly across eligible residential lots within the plan area, it constitutes a project-wide commitment rather than a parcel-specific entitlement and supports incremental housing flexibility consistent with PRD objectives.

Total: 6 points

Increased Building Height

Proposed height increases are limited, purpose-driven, and applied only in locations where they advance key goals of the Regional Plan and this Specific Plan. The intent is not to increase intensity broadly, but to achieve the following planning and design outcomes:

1. Support Compact, Walkable, Mixed-Use Areas

Modest height flexibility allows housing and commercial uses to be clustered in walkable nodes rather than spread horizontally, reducing land consumption and helping preserve resource areas elsewhere on the site.

2. Strengthen the Activity Center and Suburban Corridors

Slightly taller buildings along Ponavera Boulevard, J.W. Powell Boulevard, and within the Activity Center help create identifiable gateways, support mixed-use formats, and improve the viability of small-scale retail, tourism-oriented uses, and community spaces.

3. Increase Housing Variety

Additional height enables building types such as stacked flats and small apartment formats that provide needed "missing-middle" options and support the Specific Plan's housing diversity objectives.

4. Conserve Open Space and Sensitive Resources

Allowing some buildings to go higher helps keep the development footprint compact, reducing pressure on wildlife corridors, steep slopes, riparian features, and forest resources identified for protection through the resource banking system.

5. Enhance Urban Design Quality

Height increases are targeted to places where additional massing can frame public spaces, reinforce gateways, and contribute positively to the community's visual character.

C. Open Space Standards

Definition

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. These areas may include a range of conditions, from predominantly undisturbed natural lands to areas designed or modified to support active recreation and community use, including forested lands, drainage corridors, steep slopes, wildlife habitat and movement corridors, floodplains, parks, play areas, and open turf, as shown on the Open Space Exhibit. Open spaces, as shown on the Open Space Exhibit, will be placed on HOA-maintained Tracts within the Block Plat and reserved as open space available for Public Access. This Specific Plan allows for adjustments of Open Space boundaries and amounts with Planning Director Approval if adjustments meet minimum requirements of this Specific Plan and City Zoning Ordinance.

Allowed Uses and Improvements within Open Space Areas

Consistent with City standards, the STL 290 Specific Plan, and implementation of the Forest Resources Pilot Program, Open Space Areas may include improvements necessary to support resource management, recreation, stormwater management, and integration with adjacent development.

Allowed uses and improvements include:

- Winter and summer active and passive recreational amenities;
- Pedestrian, bicycle, and trail systems, including AZ Trail, FUTS and paved or hard-packed aggregate trails;
- Utilities, drainage, and access improvements designed to minimize disturbance;
- Stormwater management features, including drainage structures and Low Impact Development (LID) facilities designed

to mimic natural hydrology and support watershed health;
- Forest management and tree thinning in accordance with the Forest Resources Pilot Program or applicable regulations;
- Grading and drainage improvements necessary to address site constraints and support adjacent development;
- Other uses consistent with the intent of this Specific Plan and approved by the Planning Director.

All improvements shall be designed to preserve the primary intent of open space, including protection of natural resources, scenic quality, and wildlife habitat, while supporting passive and active recreational use.

Development is limited to structures and facilities that support open space functions, such as trails, restrooms, signage, parking, and stormwater infrastructure, unless otherwise permitted by the Specific Plan.

Preservation of Significant Natural Resources

Certain areas of Open Space contain higher-value ecological resources, including the northeastern portion of the site near the Rio de Flag and the southeastern portion adjacent to National Forest lands.

These areas include limestone-derived soils, riparian vegetation, wildlife linkages, grasslands and natural openings, prairie dog colonies, and potential rare plant species, which together support ecological continuity across the site. These areas shall be managed to preserve ecological function, maintain wildlife habitat and movement corridors, protect watershed health, and retain scenic character, while allowing for necessary infrastructure and improvements that are appropriately sited and designed to minimize disturbance and maintain overall ecological function.

Prairie dog colonies shall be considered as part of the site's ecological system, and sensitive plant species identified during future surveys shall be addressed through appropriate avoidance or mitigation measures. Improvements shall be context-sensitive and maintain the ecological and visual integrity of the landscape.

Open Space and PRD Requirements

Open Space Areas within the STL 290 Specific Plan are intended to satisfy and exceed the open space requirements of the City of Flagstaff Zoning Code for Planned Residential Development (PRD), while allowing for a coordinated and context-sensitive distribution of open space across the site.

In accordance with Section 10-40.60.280, the PRD ordinance requires that a minimum of fifteen percent (15%) of the site be provided as Common Space. Within STL 290, this requirement is calculated across the Development Site Acreage of the PRD Development Areas (Development Areas 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19). Based on this methodology, a total of 27.09 acres of Common Space is required. The Specific Plan provides approximately 27.12 acres of Common Space, thereby meeting the minimum PRD requirement.

In addition to required Common Space, the Specific Plan establishes a broader system of Designated Open Space Areas, shown on the Open Space Exhibit and dedicated within HOA-maintained tracts with public access. These areas are preserved for long-term resource protection, recreation, and community use, and include natural features such as forested areas, drainage corridors, slopes, and trail systems. Approximately 43.73 acres are designated as Open Space Areas within these tracts.

Collectively, STL 290 provides approximately 70.85 acres of open space. This combined framework of PRD Common Space and Designated Open Space Areas creates an integrated network of natural and improved open spaces that supports ecological function, recreational opportunities, and connectivity throughout the community.

This approach allows the Specific Plan to meet PRD requirements while advancing broader planning objectives, including housing diversity, compact development, environmental stewardship, and the creation of a connected parks and open

space system.

The amount, location, and character of Common Space and Designated Open Space Areas are further defined in Section IV, Land Use and Development Standards, and illustrated on the Open Space Exhibit.

D. Resource Protection Standards

The entire site is within Flagstaff's Resource Protection Overlay. Complying with Flagstaff's Resource Protection requirements across a property as large and diverse as STL 290 requires a coordinated, site-wide conservation strategy. The STL 290 Specific Plan intends to use the City's Forest Resources Pilot Program specifically for forest resources, allowing tree-resource preservation to be allocated at the master-planned scale rather than separately within each Development Area. This enables the project to consolidate forest protection in the areas where it provides the highest ecological and visual value, such as large ponderosa groupings, natural drainage corridors, and forested neighborhood edges, rather than scattering preservation in small, less functional pockets.

All areas preserved for forest resources under the Forest Resources Pilot Program will be recorded as open space tracts and maintained by the HOA, including long-term vegetation and fuel-management practices that support both wildfire resilience and ecological health.

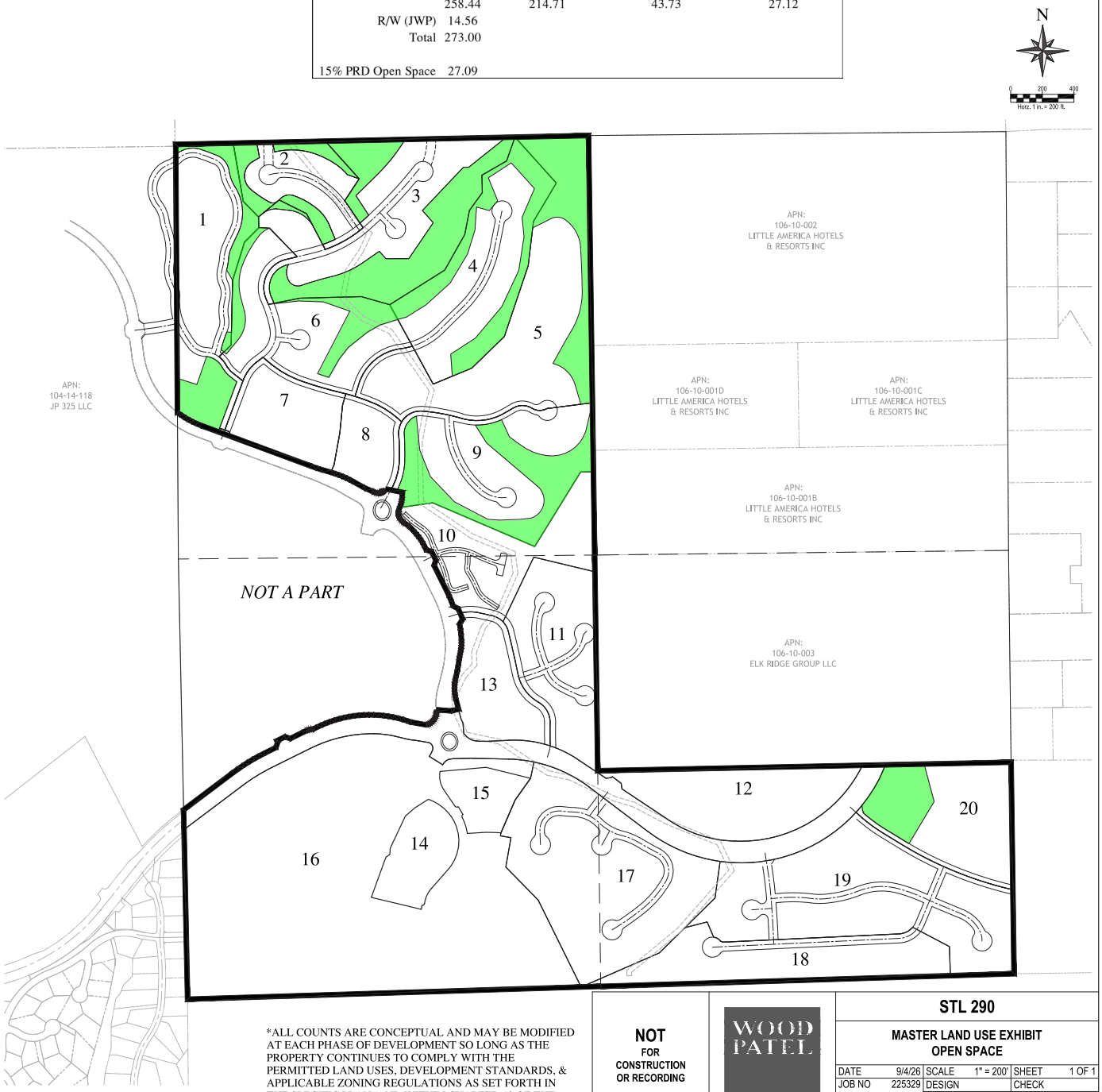
Other protected resource categories, most notably slope resources, will continue to follow the City's existing RPO Code or any future adopted version of the Code. This means that steep slopes, drainageways, and other non-forest resources will be preserved in accordance with the City's standard regulatory requirements, regardless of whether the Forest Resources Pilot Program is used. The Development Agreement may also establish a slope-resource bank or similar consolidation mechanism, consistent with the current Code, to allow slope preservation to occur in the most appropriate and environmentally meaningful locations while maintaining full compliance with the City's RPO standards.

If, for any reason, the Forest Resources Pilot Program cannot be applied or does not remain available, STL 290 will ensure full compliance with the City's current or future RPO standards. Under either approach, all applicable resource categories will be preserved consistent with City policy, and the overall amount of required resource protection will not be reduced.

This structure provides flexibility for forest conservation while guaranteeing that slope resources and all other protected features remain fully regulated, ensuring a comprehensive and environmentally meaningful approach to resource protection across the STL 290 site.



STL 290 Development Areas				
Development Area	Acreage	Developable Acreage	Open Space Acreage	PRD Common Space
1	15.58	11.41	4.17	---
2	7.90	5.34	2.55	---
3	22.68	11.95	10.73	---
4	16.14	10.21	5.93	---
5	23.69	17.09	6.59	---
6	14.06	10.84	3.22	---
7	7.76	7.76	0.00	---
8	4.56	4.56	0.00	---
9	18.21	11.12	7.09	---
10	11.41	11.41	---	3.49
11	12.47	12.47	---	2.00
12	11.96	11.96	---	3.75
13	7.67	7.67	0.00	---
14	5.30	5.30	---	0.80
15	3.57	3.57	---	0.54
17	24.82	24.82	---	8.37
18	12.72	12.72	---	1.91
19	25.13	25.13	---	6.27
20	12.82	9.38	3.44	---
	258.44	214.71	43.73	27.12
R/W (JWP)	14.56			
Total	273.00			
15% PRD Open Space	27.09			



*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT
FOR CONSTRUCTION OR RECORDING

WOOD PATEL

STL 290

MASTER LAND USE EXHIBIT
OPEN SPACE

DATE	9/4/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use Bdry-Open Space.dwg

STL 290 OPEN SPACE

V. IMPLEMENTATION

Pursuant to Section III-8 of the Regional Plan, the statements of Section I. Purpose & Intent and Section II. Scope Goals and Compatibility of the STL 290 Specific Plan are aspirational or advisory to the overall purposes of the STL 290 Specific Plan. Section III. Development Plan and Section IV. Land Uses & Development Standards, and this Section V. Implementation are regulatory and will control the development of the Property. In the event of a conflict between the provisions of Section III. Development Plan and Sections IV. Land Use & Development Standards and/or V. Implementation, Sections IV. and V. will control.

All development within the Property shall conform the regulatory provisions of the STL 290 Specific Plan. Proposed uses, development plans or agreements, and other development approval, including concept, site plan, and/or plat applications, must be consistent with the STL 290 Specific Plan. Proposed projects that are determined to be consistent with the STL 290 Specific Plan will be deemed to be consistent with the Regional Plan.

A. Plan Maintenance and 5-year Update

The STL 290 Specific Plan is intended to function as a long-term framework guiding phased development across the 290-acre property. Because conditions, infrastructure demands, and community priorities may evolve over time, the City of Flagstaff will conduct a five-year review cycle following adoption of this Specific Plan, which may occur as a part of the annual Report on the Regional Plan Progress. This periodic review will continue until full build-out, or until the City determines that development has reached a level of completion where additional updates are no longer necessary.

The purpose of each five-year review is to:

- Document development progress relative to the vision, goals, and policies of the Specific Plan;
- Summarize changes in demographics, infrastructure capacity, market conditions, and community needs that may influence the timing or sequencing of development; and
- Identify implementation considerations that support orderly development and long-term alignment with the Specific Plan.

Implementation Schedule

Consistent with City requirements, the Specific Plan shall include a flexible implementation schedule outlining the anticipated sequencing of development across the Planning Areas. This schedule will provide approximate timing for:

- Development of Planning Areas and major project phases;
- Construction and dedication of public infrastructure;
- Provision of parks, trails, open space, and recreation amenities; and
- Other public improvements contemplated by the Specific Plan.

Because development is influenced by market conditions, permitting timelines, and infrastructure coordination, all timing included in the implementation schedule is conceptual and subject to adjustment. Any refinements to the schedule may be reviewed through the five-year update process or through subsequent amendments as needed.

Review Process

During each City-initiated five-year review, staff will document development progress and prepare a summary to support ongoing implementation of the STL 290 Specific Plan.

To facilitate this review:

- The then-current master developer or property owner(s) of the remaining undeveloped portions of STL 290 will provide City staff with a brief project status update.
- City staff will use this information to report on the status of the Specific Plan.

This approach supports transparency and continuity while ensuring that the Specific Plan remains an effective implementation framework over time.

VI. HOUSING AFFORDABILITY DISCUSSION

Flagstaff continues to experience a severe housing shortage, with limited supply across most income levels and a growing gap between what residents can afford and the homes available to them. While the STL 290 Specific Plan does not include City defined affordable housing units, the project will meaningfully contribute to overall housing affordability in Flagstaff by increasing the supply and variety of housing types within the City. A broader mix of housing improves attainability by giving households more choices, easing competition for existing homes, and supporting a more balanced and resilient housing market.

Housing affordability expert Shane Phillips notes that many housing markets face pressure not only because of rising costs but also because the number and types of homes being built do not match the needs of the population. In Flagstaff, this imbalance is intensified by high land costs, strong demand for mountain living, limited supply, and zoning patterns that have historically favored larger single family homes over more diverse and attainable housing types. STL 290 begins to address these challenges by introducing a broader range of housing formats appropriate for different household needs and income levels.

Increasing Housing Supply

Increasing supply is widely understood as one of the most effective ways to address housing affordability. By adding new homes across a range of sizes and configurations, STL 290 will help relieve pressure on the existing housing stock. More choice gives households more opportunities to find the right home at the right price and reduces the competitive bidding that often drives up costs for both renters and buyers.

The plan includes a variety of housing types, including smaller single family homes, condominiums, townhomes, duplexes, and attached units. These formats often serve households that do not need or cannot afford larger detached homes but still want the opportunity to live in Flagstaff. This is especially important as the City continues to attract residents across many life stages including young professionals seeking starter homes, families seeking moderate sized residences, and older adults seeking to downsize.

By broadening the housing mix, STL 290 supports a more flexible and adaptive market that responds to real demand rather than reinforcing a limited set of options.

Condominiums and Attainable Market Rate Housing

While the project is not proposing City defined affordable units, it does include up to 561 condominiums and garden style apartment units within the STL 290 planning area. These housing types typically rent or sell at lower price points than large detached homes because of their smaller size and shared infrastructure. This makes them an important part of a community's attainable housing strategy.

These homes can help meet the needs of households who earn too much to qualify for deed restricted affordable housing but are still priced out of most traditional single family neighborhoods in Flagstaff. Providing more attainable market rate homes supports economic stability by ensuring that residents who work in essential job sectors such as health care, hospitality, education, retail, and public service have more opportunities to secure housing within the City.

Mixed Use Areas and Proximity to Jobs

STL 290 includes planned commercial areas intended to support retail, services, and other employment generating uses. As these areas grow, they will create job opportunities within the development itself. Locating new housing close to jobs can help reduce commute times and transportation costs, which are significant contributors to household

expenses in mountain communities where commuting distances can be long.

Allowing residents to live near employment centers supports City goals for sustainability, transportation demand management, and climate action. When people have the option to walk, bike, or take transit rather than rely entirely on driving, the total cost of living is reduced and long term affordability improves.

Location Efficiency and Access to Amenities

Housing affordability is influenced not only by the price of a home but also by the ongoing cost of getting to work, school, shopping, recreation, and services. STL 290 is designed with an interconnected network of trails, parks, open spaces, and neighborhood centers that allow residents to access amenities without long or expensive trips. This includes connections to the Arizona Trail, the Flagstaff Urban Trail System, and internal neighborhood parks and gathering spaces.

By providing homes in a community with diverse amenities and recreation opportunities, STL 290 supports a lifestyle that is less dependent on automobiles. Reduced transportation expenses contribute directly to lower total household costs.

Summary

While STL 290 does not include deed restricted affordable housing, it makes meaningful contributions to housing affordability in Flagstaff by:

- Increasing the overall supply of homes within the City
- Providing a wide range of housing types that serve households across various income levels
- Offering condominium and attached unit living that expands attainable market rate housing
- Locating homes near future commercial areas that will create job opportunities within the project
- Reducing transportation costs through walkability, mixed use planning, and strong trail connectivity

This multi dimensional approach strengthens the Citys housing ecosystem and supports a more balanced and inclusive market. By adding new housing in a thoughtful and diversified manner, STL 290 helps ensure that more residents can find attainable homes in Flagstaff while also contributing to the long term resilience and sustainability of the community.



symmetry
COMPANIES

8601 N SCOTTSDALE RD SUITE 335 | SCOTTSDALE, AZ 85253

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ADOPTING A SPECIFIC PLAN, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "STL 290 SPECIFIC PLAN" TO GUIDE AND TO PROVIDE SPECIFIC DEVELOPMENT REQUIREMENTS FOR THE DEVELOPMENT OF 290 ACRES OF REAL PROPERTY GENERALLY LOCATED NORTHEAST OF PINE CANYON ESTATES ALONG THE PLANNED J.W. POWELL BOULEVARD EXTENSION; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Symmetry Companies ("the Applicant"), has applied for a Specific Plan to guide the development of approximately 290 acres and to provide specific development requirements of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), for purposes of developing allowed commercial uses, a travel accommodation use, residential subdivisions, and amenities and open space; and

WHEREAS, the Applicant conducted neighborhood meetings on March 30, June 4, and September 10, 2026 to discuss the proposed Specific Plan with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Specific Plan application, following proper notice and a hearing on October 28, and November 12, 2026, and has recommended approval of the requested Specific Plan application; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 11-10 General Plans of the Flagstaff City Code; and

WHEREAS, the Council has considered the recommendation of the Planning and Zoning Commission; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Specific Plan application, subject to the conditions set forth below, meets the requirements of Section 11-10.30.030 Specific Plan Adoption/Amendment of the Flagstaff City Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “STL 290 Specific Plan,” 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. 2026-57 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance for the purpose of governing development of the Property as set forth therein.

SECTION 3. The specific plan requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 4. The specific plan requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 6. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 7. 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. 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 1st day of December, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Legal Description

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

EXHIBIT A
LEGAL DESCRIPTION
JWP 126
Specific Plan Limits

Parcels of land lying within Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

SP-1 PROPERTY

BEGINNING at the northwest corner of said Section 26, a Bureau of Land Management (BLM) brass cap stamped 1970, from which the north quarter corner of said section, a brass cap stamped LS 4321 ARENCO 1974, bears North 88°47'22" East, (basis of bearing), a distance of 2609.94 feet;
THENCE along the north line of said section, North 88°47'22" East, a distance of 2609.94 feet, to said north quarter corner;
THENCE leaving said north line, along the north-south mid-section line of said section, South 00°49'22" East, a distance of 2651.14 feet, to the center of said section;
THENCE continuing along said mid-section line, South 00°47'55" East, a distance of 1362.91 feet, to the northwest corner of the south half of the southeast quarter of said section;
THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, North 88°50'30" East, a distance of 2613.25 feet, to the northeast corner of said south half of the southeast quarter;
THENCE leaving said north line, along the east line of said section, South 00°47'01" East, a distance of 1336.26 feet, to the southeast corner of said section;
THENCE leaving said east line, along the south line of said section, South 88°15'29" West, a distance of 2613.27 feet, to the south quarter corner of said section;
THENCE continuing, South 88°14'27" West, a distance of 124.15 feet, to a point hereby designated as Point "A" for future reference in this description;
THENCE leaving said south line, North 26°18'31" West, a distance of 612.92 feet;
THENCE North 44°22'38" West, a distance of 292.13 feet;
THENCE North 09°56'54" East, a distance of 188.28 feet;
THENCE North 80°03'06" West, a distance of 106.60 feet;
THENCE South 88°25'41" West, a distance of 169.50 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 328.50 feet, concave westerly, whose radius bears South 83°52'52" West, through a central angle of 20°53'02", a distance of 119.74 feet, to the beginning of a reverse curve;

THENCE northerly along said reverse curve to the right, having a radius of 15.00 feet, concave easterly, through a central angle of 82°43'29", a distance of 21.66 feet, to a point of intersection with a non-tangent line;**THENCE** North 31°30'01" West, a distance of 57.07 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the right, having a radius of 15.00 feet, concave northerly, whose radius bears North 34°16'41" West, through a central angle of 90°00'00", a distance of 23.56 feet, to the curves end;
THENCE North 34°16'41" West, a distance of 126.31 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 150.00 feet, concave northeasterly, through a central angle of 04°43'27", a distance of 12.37 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the right, having a radius of 100.00 feet, concave easterly, whose radius bears North 62°13'50" East, through a central angle of 61°10'40", a distance of 106.78 feet, to a point of intersection with a non-tangent line;
THENCE North 84°07'01" East, a distance of 271.10 feet;
THENCE South 76°07'33" East, a distance of 289.04 feet;
THENCE North 35°17'14" East, a distance of 0.36 feet;
THENCE North 12°06'57" East, a distance of 105.37 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the left, having a radius of 879.50 feet, concave southerly, whose radius bears South 11°51'45" West, through a central angle of 10°36'14", a distance of 162.77 feet, to the curves end;
THENCE North 88°44'29" West, a distance of 225.09 feet, to the beginning of a curve;
THENCE westerly along said curve to the left, having a radius of 477.00 feet, concave southerly, through a central angle of 02°43'24", a distance of 22.67 feet, to the curves end;
THENCE South 88°32'07" West, a distance of 97.91 feet, to the beginning of a curve;
THENCE westerly along said curve to the left, having a radius of 124.50 feet, concave southerly, through a central angle of 15°46'17", a distance of 34.27 feet, to the beginning of a compound curve;
THENCE southwesterly along said compound curve to the left, having a radius of 50.00 feet, concave southeasterly, through a central angle of 29°42'58", a distance of 25.93 feet, to the beginning of a compound curve;
THENCE southwesterly along said compound curve to the left, having a radius of 127.00 feet, concave southeasterly, through a central angle of 10°55'58", a distance of 24.23 feet, to a point of intersection with a non-tangent line;
THENCE North 57°53'06" West, a distance of 99.66 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the left, having a radius of 256.50 feet, concave northwesterly, whose radius bears North 57°53'06" West, through a central angle of 09°20'15", a distance of 41.80 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the left, having a radius of 37.75 feet, concave southwesterly, through a central angle of 103°53'36", a distance of 68.45 feet, to the curves end;
THENCE North 81°06'58" West, a distance of 56.58 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 376.00 feet, concave northerly, through a central angle of 01°06'56", a distance of 7.32 feet, to the beginning of a reverse curve;

THENCE westerly along said reverse curve to the left, having a radius of 279.00 feet, concave southerly, through a central angle of 04°33'47", a distance of 22.22 feet, to the beginning of a reverse curve;
THENCE westerly along said reverse curve to the right, having a radius of 321.00 feet, concave northerly, through a central angle of 07°47'31", a distance of 43.65 feet, to the curves end;
THENCE North 76°46'18" West, a distance of 78.45 feet, to the beginning of a curve;
THENCE westerly along said curve to the left, having a radius of 619.50 feet, concave southerly, through a central angle of 12°35'13", a distance of 136.09 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the left, having a radius of 879.50 feet, concave southerly, through a central angle of 26°57'41", a distance of 413.86 feet, to the curves end;
THENCE South 63°40'48" West, a distance of 277.14 feet, to the beginning of a curve;
THENCE southwesterly along said curve to the left, having a radius of 1149.50 feet, concave southeasterly, through a central angle of 10°36'50", a distance of 212.94 feet, to the curves end;
THENCE South 53°03'57" West, a distance of 429.38 feet, to the beginning of a curve;
THENCE southwesterly along said curve to the left, having a radius of 1666.25 feet, concave southeasterly, through a central angle of 01°15'40", a distance of 36.67 feet, to the west line of said section and a point of intersection with a non-tangent line;
THENCE along said west line, North 01°10'58" West, a distance of 125.34 feet;
THENCE leaving said west line, North 53°03'48" East, a distance of 392.68 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 1250.99 feet, concave southeasterly, through a central angle of 10°36'50", a distance of 231.74 feet, to the curves end;
THENCE North 63°40'38" East, a distance of 80.89 feet;
THENCE North 18°40'43" East, a distance of 35.36 feet;
THENCE North 26°19'12" West, a distance of 10.67 feet;
THENCE North 63°40'48" East, a distance of 57.00 feet;
THENCE South 71°19'12" East, a distance of 35.36 feet;
THENCE North 63°40'48" East, a distance of 89.36 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 991.50 feet, concave southeasterly, through a central angle of 01°23'46", a distance of 24.16 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the right, having a radius of 111.00 feet, concave southerly, through a central angle of 22°03'43", a distance of 42.74 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the left, having a radius of 69.00 feet, concave northerly, through a central angle of 02°41'46", a distance of 3.25 feet, to a point of intersection with a non-tangent line;
THENCE North 63°40'38" East, a distance of 25.92 feet, to the beginning of a curve;
THENCE easterly along said curve to the right, having a radius of 750.99 feet, concave southerly, through a central angle of 44°45'01", a distance of 586.55 feet, to the curves end;
THENCE South 71°34'21" East, a distance of 25.85 feet;
THENCE South 79°51'55" East, a distance of 94.45 feet, to the beginning of a curve;
THENCE easterly along said curve to the left, having a radius of 277.00 feet, concave northerly, through a central angle of 00°23'57", a distance of 1.93 feet, to a point of intersection with a non-tangent curve;

THENCE northeasterly along said non-tangent curve to the left, having a radius of 87.00 feet, concave northwesterly, whose radius bears North 14°25'05" West, through a central angle of 83°11'19", a distance of 126.32 feet, to a point of intersection with a non-tangent line;
THENCE North 85°42'13" East, a distance of 143.61 feet;
THENCE North 19°52'40" West, a distance of 60.51 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the right, having a radius of 280.74 feet, concave easterly, whose radius bears North 75°35'28" East, through a central angle of 29°02'36", a distance of 142.31 feet, to a point of intersection with a non-tangent line;
THENCE North 14°53'53" East, a distance of 2.71 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 774.39 feet, concave westerly, whose radius bears North 75°35'35" West, through a central angle of 07°52'41", a distance of 106.48 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the right, having a radius of 288.00 feet, concave easterly, whose radius bears South 83°28'47" East, through a central angle of 07°16'16", a distance of 36.55 feet, to the beginning of a reverse curve;
THENCE northerly along said reverse curve to the left, having a radius of 312.00 feet, concave westerly, through a central angle of 16°34'09", a distance of 90.23 feet, to the beginning of a compound curve;
THENCE northerly along said compound curve to the left, having a radius of 781.99 feet, concave westerly, through a central angle of 07°27'41", a distance of 101.84 feet, to a point of intersection with a non-tangent line;
THENCE North 32°04'59" East, a distance of 36.43 feet;
THENCE North 23°34'35" West, a distance of 70.85 feet;
THENCE North 61°25'21" West, a distance of 36.41 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said non-tangent curve to the left, having a radius of 770.99 feet, concave southwesterly, whose radius bears South 70°54'16" West, through a central angle of 07°23'43", a distance of 99.51 feet, to the curves end;
THENCE North 26°29'27" West, a distance of 183.69 feet;
THENCE North 18°30'33" East, a distance of 35.36 feet;
THENCE North 26°43'08" West, a distance of 61.00 feet;
THENCE North 72°26'55" West, a distance of 34.44 feet;
THENCE North 26°29'27" West, a distance of 26.45 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said non-tangent curve to the left, having a radius of 365.89 feet, concave southwesterly, whose radius bears South 63°30'35" West, through a central angle of 17°48'12", a distance of 113.69 feet, to a point of intersection with a non-tangent line;
THENCE North 42°42'42" West, a distance of 33.47 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the left, having a radius of 102.00 feet, concave southwesterly, through a central angle of 13°39'06", a distance of 24.30 feet, to the curves end;
THENCE North 56°21'49" West, a distance of 20.93 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 111.00 feet, concave northeasterly, through a central angle of 28°31'34", a distance of 55.26 feet, to the beginning of a compound curve;

THENCE northerly along said compound curve to the right, having a radius of 50.00 feet, concave easterly, through a central angle of 49°39'41", a distance of 43.34 feet, to the curves end;
THENCE North 21°49'26" East, a distance of 16.04 feet, to the beginning of a curve;
THENCE northerly along said curve to the left, having a radius of 269.00 feet, concave westerly, through a central angle of 04°57'41", a distance of 23.29 feet, to the beginning of a compound curve;
THENCE northerly along said compound curve to the left, having a radius of 202.00 feet, concave westerly, through a central angle of 13°08'46", a distance of 46.35 feet, to the curves end;
THENCE North 03°42'58" East, a distance of 24.70 feet;
THENCE North 04°35'12" East, a distance of 6.02 feet;
THENCE North 78°20'03" West, a distance of 108.89 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the right, having a radius of 41.00 feet, concave northwesterly, whose radius bears North 71°55'59" West, through a central angle of 79°24'31", a distance of 56.82 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the right, having a radius of 121.00 feet, concave northerly, through a central angle of 21°55'17", a distance of 46.29 feet, to a point of intersection with a non-tangent line;
THENCE North 66°23'22" West, a distance of 40.08 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 198.00 feet, concave northeasterly, through a central angle of 05°44'21", a distance of 19.83 feet, to the curves end;
THENCE North 60°39'01" West, a distance of 68.16 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said non-tangent curve to the left, having a radius of 656.33 feet, concave southwesterly, whose radius bears South 29°21'44" West, through a central angle of 09°00'56", a distance of 103.27 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the left, having a radius of 643.50 feet, concave southerly, whose radius bears South 20°27'57" West, through a central angle of 04°23'21", a distance of 49.29 feet, to a point of intersection with a non-tangent line;
THENCE North 73°53'42" West, a distance of 60.48 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 988.00 feet, concave northerly, through a central angle of 04°12'46", a distance of 72.64 feet, to the curves end;
THENCE North 69°40'56" West, a distance of 743.99 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 562.00 feet, concave northeasterly, through a central angle of 17°22'13", a distance of 170.38 feet, to said west line and a point of intersection with a non-tangent line;
THENCE along said west line, North 00°21'02" West, a distance of 1693.58 feet, to the **POINT OF BEGINNING**.

TOGETHER WITH

SP-2 PROPERTY

COMMENCING at the said Point "A";
THENCE along the south line of said section, South 88°14'27" West, a distance of 1564.79 feet;

THENCE leaving said south line, North 01°45'33" West, a distance of 293.06 feet, to the **POINT OF BEGINNING**;
THENCE North 00°45'17" West, a distance of 131.65 feet;
THENCE South 87°00'25" West, a distance of 84.36 feet;
THENCE South 86°34'28" West, a distance of 84.34 feet;
THENCE South 83°00'58" West, a distance of 243.40 feet;
THENCE South 06°59'02" East, a distance of 130.00 feet;
THENCE South 83°00'58" West, a distance of 10.00 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 221.50 feet, concave northeasterly, through a central angle of 95°49'09", a distance of 370.43 feet, to the curves end;
THENCE North 01°09'53" West, a distance of 169.50 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 15.00 feet, concave southeasterly, through a central angle of 90°00'00", a distance of 23.56 feet, to the curves end;
THENCE North 88°50'07" East, a distance of 37.77 feet;
THENCE South 01°07'47" East, a distance of 76.14 feet;
THENCE South 49°24'24" East, a distance of 113.06 feet;
THENCE North 81°52'09" East, a distance of 199.59 feet;
THENCE North 68°06'36" East, a distance of 84.57 feet;
THENCE North 45°40'46" East, a distance of 219.59 feet;
THENCE South 44°19'14" East, a distance of 15.00 feet;
THENCE North 45°40'46" East, a distance of 261.00 feet;
THENCE North 44°19'14" West, a distance of 148.03 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 184.50 feet, concave westerly, whose radius bears North 57°02'29" West, through a central angle of 21°43'15", a distance of 69.94 feet, to a point of intersection with a non-tangent line;
THENCE South 64°35'24" East, a distance of 33.32 feet;
THENCE North 57°20'50" East, a distance of 195.56 feet;
THENCE North 32°39'10" West, a distance of 155.00 feet;
THENCE North 57°20'50" East, a distance of 14.47 feet;
THENCE North 32°39'10" West, a distance of 77.50 feet;
THENCE North 57°20'50" East, a distance of 5.20 feet;
THENCE North 32°39'10" West, a distance of 77.50 feet;
THENCE South 57°20'50" West, a distance of 155.00 feet;
THENCE South 01°53'14" West, a distance of 121.88 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said non-tangent curve to the left, having a radius of 63.50 feet, concave easterly, whose radius bears South 20°18'56" East, through a central angle of 147°34'02", a distance of 163.55 feet, to the beginning of a reverse curve;
THENCE southeasterly along said reverse curve to the right, having a radius of 30.00 feet, concave southwesterly, through a central angle of 95°30'31", a distance of 50.01 feet, to the beginning of a compound curve;
THENCE southwesterly along said compound curve to the right, having a radius of 127.50 feet, concave northwesterly, through a central angle of 28°03'14", a distance of 62.43 feet, to the curve end;
THENCE South 45°40'46" West, a distance of 18.30 feet;

THENCE North 52°17'23" West, a distance of 126.69 feet;
THENCE South 30°57'18" West, a distance of 58.44 feet;
THENCE South 62°17'19" West, a distance of 77.21 feet;
THENCE South 87°24'28" West, a distance of 96.16 feet;
THENCE South 30°13'19" West, a distance of 264.16 feet;
THENCE South 35°46'02" East, a distance of 45.01 feet;
THENCE South 88°50'07" West, a distance of 173.08 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 15.00 feet, concave northeasterly, through a central angle of 90°00'00", a distance of 23.56 feet, to the curves end;
THENCE North 01°09'53" West, a distance of 104.01 feet;
THENCE North 88°50'07" East, a distance of 50.47 feet;
THENCE North 42°09'46" East, a distance of 250.47 feet;
THENCE North 47°50'14" West, a distance of 163.50 feet;
THENCE North 42°09'46" East, a distance of 36.75 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 228.25 feet, concave southeasterly, through a central angle of 09°24'28", a distance of 37.48 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the right, having a radius of 30.00 feet, concave southerly, through a central angle of 61°10'22", a distance of 32.03 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the left, having a radius of 63.50 feet, concave northerly, through a central angle of 84°11'30", a distance of 93.31 feet, to a point of intersection with a non-tangent line;
THENCE South 79°34'10" East, a distance of 97.31 feet;
THENCE South 47°45'00" East, a distance of 40.38 feet;
THENCE North 46°50'59" East, a distance of 171.84 feet;
THENCE North 30°12'10" West, a distance of 100.00 feet;
THENCE North 59°47'50" East, a distance of 10.00 feet;
THENCE North 30°12'10" West, a distance of 99.96 feet;
THENCE North 26°19'12" West, a distance of 36.80 feet;
THENCE North 63°40'48" East, a distance of 138.16 feet, to the beginning of a curve;
THENCE easterly along said curve to the right, having a radius of 879.50 feet, concave southerly, through a central angle of 26°57'41", a distance of 413.86 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the right, having a radius of 619.50 feet, concave southerly, through a central angle of 12°35'13", a distance of 136.09 feet, to the curves end;
THENCE South 76°46'18" East, a distance of 78.45 feet, to the beginning of a curve;
THENCE easterly along said curve to the left, having a radius of 321.00 feet, concave northerly, through a central angle of 07°47'31", a distance of 43.65 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the right, having a radius of 279.00 feet, concave southerly, through a central angle of 04°33'47", a distance of 22.22 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the left, having a radius of 376.00 feet, concave northerly, through a central angle of 01°06'56", a distance of 7.32 feet, to the curves end;
THENCE South 81°06'58" East, a distance of 56.58 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 37.75 feet, concave southwesterly, through a central angle of 103°53'36", a distance of 68.45 feet, to the beginning of a compound curve;
THENCE southwesterly along said compound curve to the right, having a radius of 256.50 feet, concave northwesterly, through a central angle of 13°05'29", a distance of 58.61 feet, to the curves end;
THENCE South 35°52'07" West, a distance of 98.47 feet, to the beginning of a curve;
THENCE southerly along said curve to the left, having a radius of 115.00 feet, concave easterly, through a central angle of 109°16'51", a distance of 219.34 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 287.94 feet, concave southwesterly, whose radius bears South 18°39'08" West, through a central angle of 37°04'11", a distance of 186.29 feet, to the beginning of a compound curve;
THENCE southerly along said compound curve to the right, having a radius of 271.50 feet, concave westerly, through a central angle of 75°36'16", a distance of 358.26 feet, to the curves end;
THENCE South 41°19'36" West, a distance of 162.26 feet, to the beginning of a curve;
THENCE southwesterly along said curve to the left, having a radius of 173.50 feet, concave southeasterly, through a central angle of 33°54'08", a distance of 102.66 feet, to the beginning of a reverse curve;
THENCE southwesterly along said reverse curve to the right, having a radius of 15.00 feet, concave northwesterly, through a central angle of 90°02'38", a distance of 23.57 feet, to a point of intersection with a non-tangent line;
THENCE South 07°28'06" West, a distance of 57.00 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 15.00 feet, concave southwesterly, whose radius bears South 07°28'06" West, through a central angle of 90°00'00", a distance of 23.56 feet, to the curves end;
THENCE South 07°28'06" West, a distance of 13.20 feet, to the beginning of a curve;
THENCE southwesterly along said curve to the right, having a radius of 226.50 feet, concave northwesterly, through a central angle of 85°10'25", a distance of 336.71 feet, to the curves end;
THENCE North 87°21'29" West, a distance of 215.50 feet, to the beginning of a curve;

THENCE westerly along said curve to the left, having a radius of 2028.50 feet, concave southerly, through a central angle of 03°23'49", a distance of 120.26 feet, to the **POINT OF BEGINNING**.

Containing a combined area of 12,801,132 square feet or 293.8736 acres, more or less.

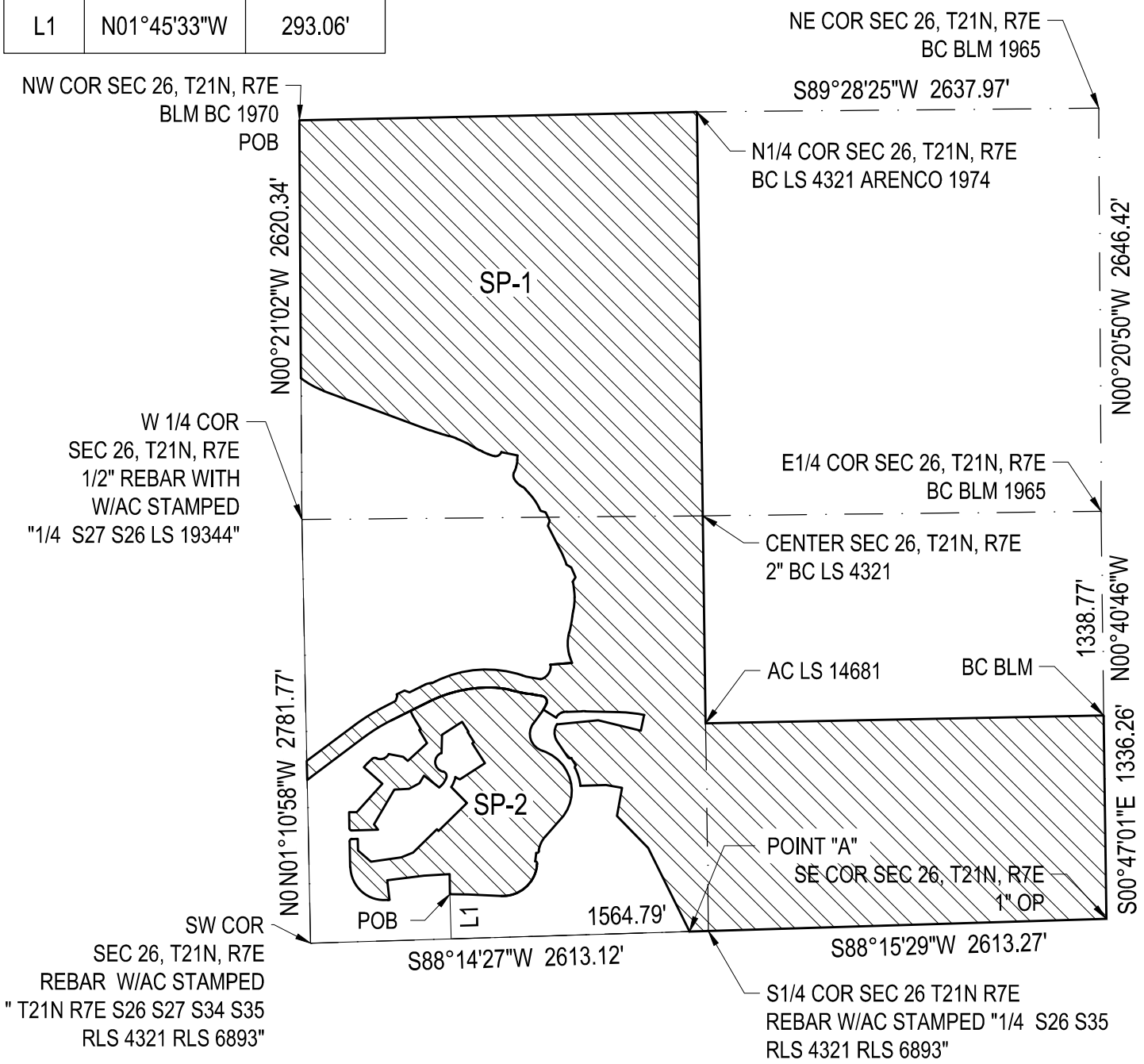
Subject to existing rights-of-way and easements.

This legal description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of October, 2022. Any monumentation noted in this legal description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2022\225329 JWP 126 Specific Plan Limits L08R05 11-06-26.docx



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°45'33"W	293.06'



WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 23945
BRIAN J. DIEHL
Date Signed 11-06-26
ARIZONA, U.S.A.
EXPIRES 09-30-29

N

EXHIBIT "B"

JWP 126
SPECIFIC PLAN LIMITS
REVISED 11/06/2026
WP# 225329
PAGE 10 OF 10
NOT TO SCALE
Z:\2022\225329\Survey\Legal\5329-L08R05.dwg

PLANNING AND DEVELOPMENT SERVICES REPORT
SPECIFIC PLAN

PUBLIC HEARING
PZ-25-00159-03

DATE: October 3, 2026
MEETING DATE: October 28, 2026
REPORT BY: Alaxandra Pucciarelli

REQUEST:
A request for adoption of the STL 290 Specific Plan, a regulating document for approximately 290 acres of State Trust land (Certificate of Purchase No. 53-120834) located northeast of Pine Canyon Estates along the planned J.W. Powell Boulevard extension. The Specific Plan accompanies two concurrent Concept Zoning Map Amendment cases that propose rezoning portions of the property from Rural Residential (RR) with the Resource Protection Overlay (RPO) to a combination of Single-Family Residential (R1-RPO), Medium Density Residential (MR-RPO), Suburban Commercial (SC-RPO), and Highway Commercial (HC-RPO).

Approval of the STL 290 Specific Plan would establish development regulations, land use standards, circulation networks, open space requirements, and implementation procedures specific to this 290-acre master planned development.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

PRESENT LAND USE:
The subject property is comprised of a portion of State Trust land located in portions or all of T21N, R7E, Section 26 in the City of Flagstaff ASLD KE53-120834. The original parcel was approximately 400 acres. The land is undeveloped.

PROPOSED LAND USE:
A mixed-use development consisting of 785 proposed dwelling units, 120-key travel accommodation use, estimated 80,000 square feet of commercial space, and natural and recreational spaces. The associated applications allow for a variety of housing types, including single-family detached, single-family attached, duplex, triplex, fourplex, garden style apartments, and multi-family condominiums.

NEIGHBORHOOD DEVELOPMENT:

North:	Little America Hotel undeveloped land; Estate Residential (ER) Zone
East:	Undeveloped land, Rural Residential (RR) Zone and ER Zone
South:	Coconino National Forest, Public Lands Forest (PLF) Zone
West:	Juniper Point future residential subdivision, RR Zone
	Pine Canyon, Single-family Residential (R1) Zone

I. PROJECT INFORMATION

A. Introduction/Background

The applicant is requesting a Minor Regional Plan Amendment to support the proposed Specific Plan and the rezonings of approximately 210 acres to accommodate a new residential subdivision, a resort, and commercial uses. The residential subdivision will contain parcels zoned RR, R1, and Medium Density Residential (MR). The extension of JWP Boulevard extends across the southern portion of the development site.

The Specific Plan application was submitted in August of 2025 and found complete in October of 2025. This was prior to the adoption of the new Regional Plan 2045. The application is being reviewed under the previous Regional Plan 2030. Specific Plans are processed as a minor amendment to the Flagstaff Regional Plan and follow the enhanced procedural requirements for public participation and notification required of major plan amendments.

B. Proposed Zoning Plan

The STL 290 Specific Plan defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land in south Flagstaff, organized into 20 Development Areas (DA) with proposed zoning classifications of RR-RPO, R1-RPO, MR-RPO, SC-RPO, and HC-RPO, each tied to proposed uses. These include single-family residential; Missing Middle (duplex, triplex, or fourplex) and multifamily housing; retail, commercial, and the possibility for vertically integrated mixed-use housing in SC-RPO zoned areas; and travel-accommodations in the HC-RPO zoned area. The plan also establishes designated open space, parks, and multimodal trail corridors; outlines required water, sewer, drainage, and public-service infrastructure; and provides a phased approach for constructing roads, utilities, and community facilities.

The STL 290 Specific Plan is structured into five phases that coordinate the timing of roadway construction, utility installation, open-space delivery, and development of the 20 designated DA. Phase 1 includes DA 14, 15, and 16, along with the extension of J.W. Powell Boulevard and associated utilities. DA 14 and DA 15 are to be rezoned R1-RPO and allow medium-density residential uses such as duplexes, triplexes, fourplexes, townhomes, and condominiums, while DA 16 is being developed under existing RR-RPO zoning and contains previously approved single-family homes, with only the open-space tract, which is to be developed as golf-related facilities, included in the Specific Plan.

Phase 2A consists solely of constructing San Francisco Peaks Parkway and related FUTS improvements. Phase 2B includes DA 13, which is to be rezoned SC-RPO and supports suburban commercial development with up to 50,000 square feet of retail and service uses, as well as optional mixed-use housing; this phase also includes construction of Plaza Park. DA 13 is referred to as a "Commercial Village." The Specific Plan identifies the following uses in DA 13: General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.

Phase 3 encompasses DA 4, 5, 6, 7, 8, 9, 10, 11, and 12 surrounding the S12 Activity Center, along with Central Park and Arizona Trail facilities. DA 4 and DA 10 are proposed to be rezoned R1-RPO and permit "Missing Middle Type 2" residential products as defined in the Specific Plan; DA 5 is zoned HC-RPO and includes the lodge; DA 6, 9, and 11 are zoned R1-RPO and allow "Missing Middle Type 1" housing types as defined in the Specific Plan; DA 7 and 8 are to be rezoned MR-RPO and support medium-density multifamily housing; and DA 12 is zoned RR-RPO and allows low-density single-family residential development with significant natural-resource preservation. The Specific Plan defines various housing types, including missing middle, on page 63. The Specific Plan identifies the primary use in DA 5 as Travel Accommodations, with Restaurant, Bars/Taverns, Outdoor Public Uses, and General Retail Business Uses as accessory uses.

Phase 4 includes DA 1, 2, and 3 at the northern portion of the site. DA 1 is to be rezoned MR-RPO and allows medium-density multifamily housing; DA 2 is to be rezoned R1-RPO and supports Missing Middle Type 2 housing; and DA 3 is zoned RR-RPO and designated for low-density single-family homes. This phase also includes construction of North Park.

Phase 5 includes DA 17, 18, 19, and 20 in the southeastern area, along with East Park, additional FUTS connections, and a trailhead. DA 17 is to be rezoned R1-RPO for Missing Middle Type 1 housing; DA 18 is zoned RR-RPO for large-lot single-family homes; DA 19 is to be rezoned R1-RPO for a mix of Missing Middle housing types; and DA 20 is to be rezoned SC-RPO for suburban commercial uses with an optional mixed-use residential component. The Specific Plan lists the following permitted commercial uses in DA 20: General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, Automobile Service Station and Convenience Store, Public Services, and Public Parking.

II. SPECIFIC PLAN

A. Specific Plan – Policy Framework

The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the Flagstaff Regional Plan and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors, and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area.

B. Specific Plan – Regulatory Framework

The STL 290 Specific Plan serves as the governing regulatory document for approximately 290 acres of State Trust Land and establishes all zoning, land uses, development standards, and implementation procedures applicable within the planning area. The Plan is adopted pursuant to City Code Title 11, Division 11-10.30 (Specific Plans), and functions as both a regulatory and policy-implementation tool. It assigns parcel-specific zoning designations—RR-RPO (Rural Residential), R1-RPO (Single-Family Residential), MR-RPO (Medium Density Residential), SC-RPO (Suburban Commercial), and HC-RPO (Highway Commercial)—and specifies the permitted uses within each district, including single-family homes, Missing Middle housing types, medium-density multifamily, suburban commercial uses, mixed-use residential above commercial, and lodging. Where conflicts arise between this Specific Plan and the Flagstaff Zoning Code, the Specific Plan controls. Development standards such as building height, setbacks, lot dimensions, and block configuration are established on a Development-Area basis. The Plan also regulates natural-resource protection through the RPO and the Forest Resources Pilot Program, defining conservation criteria for forest resources, slopes, drainageways, wildlife linkages, and open-space tracts. Requirements for circulation, multimodal facilities, utilities, parks, and community services are included, along with procedures for subdivision, site plan review, amendments, and a mandatory five-year update cycle. Collectively, the Plan provides the comprehensive regulatory structure necessary to guide phased development and ensure consistency with the Regional Plan and City Code.

C. Specific Plan Zoning Modifications – City of Flagstaff Zoning Code

If this Specific Plan is adopted and approved in conjunction with the Concept Zoning Map Amendments, 139 acres will be rezoned from the RR zone with the RPO to the R1 zone with the RPO, and 72.14 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO. The Concept Zone Plan is included in the Specific Plan but is discussed in greater detail within each of the Concept Zoning Map Amendments staff summaries.

Arizona Revised Statutes (ARS) Section 9-461.08 provides the authority and scope for municipalities to adopt a Specific Plan. Specific Plans may, in addition to recommended zoning ordinances and subdivision regulations, include the following:

- Regulations determining the location of buildings and other improvements with respect to existing rights of-way, floodplains, and public facilities.
- Regulations of the use of land, buildings and structures, the height and bulk of buildings and structures and the open spaces around buildings and structures.

The STL 290 Specific Plan modifies several zoning code standards through the custom development standards established in Section IV. Rather than applying the default requirements of City Code Section 10-40.30, the Specific Plan replaces the zoning code's density, building height, and setback requirements with Development-Area-specific standards shown in Table 3 for residential uses and Table 4 for commercial uses. It also modifies permitted uses by assigning a custom Allowed Uses table that supersedes the base zoning districts and allows or prohibits uses differently than the standard Zoning Code. The Specific Plan further alters block-length and connectivity standards by allowing block and cul-de-sac lengths exceeding those permitted under the Zoning Code where topography or resource constraints require it, substituting pedestrian connections when vehicular connectivity cannot be achieved. It also modifies how Planned Residential Development (PRD) standards apply by evaluating PRD requirements cumulatively at the master-plan scale

rather than on a parcel-by-parcel basis and by meeting PRD common-space and point requirements through community-wide amenities. Collectively, these modifications create a regulatory framework in which the Specific Plan supersedes applicable Zoning Code standards wherever inconsistencies arise.

1. Modifications to Density requirements

The Specific Plan modifies the density of certain DA. These modified standards are presented in Table 1: Land Use Master Plan and are listed below:

- Increases minimum density allowed in the RR zone. The Zoning Code allows a density range of 0-1 units per acre. The Specific Plan requires a density of 0.8-1 units per acre in Development Area 3.
- Increases minimum density allowed in the R1 zone. The Zoning Code allows a density range of 2-6 units per acre. The Specific Plan requires a density of 4-6 units per acre in DA 2, 4, 6, and 9.
- Increases minimum density allowed in the MR zone. The Zoning Code allows a density range of 6-14 units per acre. The Specific Plan requires a density of 12-14 units per acre in DA 1 and 7.and 11-14 units per acre in Development Area 8.

2. Land Use Permissions (Allowed Uses Table)

The Specific Plan establishes its own Allowed Uses table for all DA, which modifies Chapter 10-40 of the Zoning Code. The Plan permits uses not otherwise allowed in the zoning district and prohibits uses that would normally be permitted as follows:

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in Development Area 16.

3. Modifications to Height requirements

The Specific Plan allows increases to the permitted maximum height allowed in the certain DA. The Plan also limits the number of stories in each development area. The Zoning Code does not dictate maximum number of stories allowed.

- The maximum building height in the RR zone is 35 ft per the zoning code. The Specific Plan allows for up to 48 ft in Development Area 16 to allow for a viewing tower.
- The maximum building height in the R1 zone is 35 ft per the zoning code. The Specific Plan allows for up to 48 ft in DA 2, 10, and 19 and up to 60 ft in DA 4, 14, and 15.
- The maximum building height in the MR zone is 35 ft per the zoning code. The Specific Plan allows for up to 60 ft in DA 1, 7, and 8.
- The maximum building height in the HC zone is 60 feet per the zoning code. Additional height in the HC zone is permitted with a Conditional Use Permit. The Specific Plan allows for up to 5 stories / 75 ft.
- The maximum building height in the SC zone is 35 feet per the zoning code. The Specific Plan allows for up to 4 stories / 60 ft.

4. Modifications to Setbacks

The Specific Plan bases the development standards on the PRD standards. These standards are presented in Table 3: Development Standards for Residential Uses. The Table modifies the standards, specifically the minimum setbacks, as follows:

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (Development Area 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

These standards replace those of City Code Section 10-40.30 and 10-40.60.280 PRD for these DA. Any development must also meet the Building Code standards for Fire Separation requirements.

5. Planned Residential Development Modifications

The Specific Plan utilizes the PRD mechanism (Section 10-40.60.290) and modifies PRD minimums and point-system requirements by:

- applying PRD standards site-wide rather than per-phase,
- counting open space collectively,
- and meeting PRD points through community-scale amenities rather than parcel-specific features.

6. Block Length and Street Connectivity Standards

The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size. The street network in the DA, 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints. The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

III. COMMUNITY SERVICES IMPACT ANALYSIS

The Public Services Impact Analysis review, including Transportation, Water, Wastewater and Stormwater are included within the Concept Zoning Map Amendment. The Public Service Impact Analysis is also part of the Specific Plan requirements. The following analysis review is required as part of the Specific Plan review and analysis only.

A. Police and Fire

Police Impact Summary

The STL 290 development will increase demand for police services due to added residential, commercial, and lodging uses. The Flagstaff Police Department (FPD) is the serving agency, with its main station located approximately 2.9 miles from the site. Current FPD performance indicates it can absorb short-term increases in calls, supported by ongoing crime-reduction success and community-policing programs. Traffic enforcement demands will rise due to new roadway connections, requiring coordination with FPD's traffic unit. The plan notes that a future police substation on the adjacent "Shark Bite" parcel would directly improve response times and visibility of law-enforcement services for STL 290, though such a facility is not yet funded. Overall, STL 290 is not expected to overburden police services in the near term, but long-term growth will require continued coordination with FPD.

Fire Impact Summary

The Flagstaff Fire Department (FFD) provides service to the STL 290 area, which lies within Fire District #6 and is within response range of several stations, including Station #4 (approximately 3 miles away). Average FFD response times are within NFPA standards, suggesting existing service capacity is adequate for initial phases of development. STL 290 will increase emergency-medical calls and wildland-urban interface (WUI) exposure due to adjacency to open space. The analysis emphasizes the importance of defensible space, firewise landscaping, and compliance with FFD's Community Risk Reduction programs. A proposed new fire station at the "Shark Bite" parcel would significantly improve long-term coverage, but its delivery depends on future funding and schedules. Overall, STL 290 is not projected to strain fire services initially, but growth may necessitate additional staffing, equipment, or facilities to maintain service levels.

B. School

School Impact Summary

According to the submitted Impact Analysis Narrative, the STL 290 development is projected to generate approximately 226 students at full buildout, distributed across Kinsey Elementary School, Mount Elden Middle School, and Flagstaff High School, all of which currently have adequate capacity due to district-wide declining enrollment trends. The analysis notes that STL 290's enrollment contribution may assist FUSD in stabilizing schools located in the District's southern area and may necessitate future boundary adjustments to balance utilization. The accompanying letter from the Flagstaff Unified School District expresses support for the project and affirms the District's readiness to serve future students, indicating confidence in its ability to accommodate enrollment from the development at all grade levels. The letter emphasizes ongoing facility planning and a commitment to coordinating with the developer throughout the project's long-term buildout. Taken together, the materials indicate that the proposed development is not expected to create capacity

constraints for FUSD and that the District anticipates being able to integrate students generated by STL 290.

C. Economic Development Analysis

The Economic Development Analysis indicates that the STL 290 Specific Plan will contribute significantly to Flagstaff's long-term economic activity by generating both construction-related and permanent employment. Construction of residential, commercial, and lodging uses is projected to support an average of 1,600 jobs per year in Coconino County, including 1,026 direct construction jobs, with the remainder attributable to indirect and induced economic effects. Total annual labor income from construction activity is estimated at approximately $90.7 million. At full buildout, the development is expected to generate roughly $6 million annually in recurring City revenue through property taxes, state-shared revenues, sales taxes, BBB taxes, and franchise fees, in addition to a one-time construction sales-tax payment of $12.3 million. Permanent economic activity will be supported by approximately 80,000 square feet of commercial development, generating an estimated 277 jobs, and by lodging operations that are projected to produce $41 million annually in revenue, most of which would come from visitors outside Coconino County. The residential component—approximately 785 households—is anticipated to further stimulate the local economy through household spending on goods and services. Overall, the analysis concludes that STL 290 will expand Flagstaff's employment base, enhance local retail and hospitality activity, and provide substantial ongoing fiscal benefits to the City.

D. Parks & Recreation Analysis

The STL 290 Specific Plan includes approximately 15 acres of publicly accessible, privately funded neighborhood-scale parks located within walking distance of most residential units, along with a community park situated near the Suburban Activity Center. The plan incorporates an internal system of multi-use trails that connects to the Arizona Trail, the J.W. Powell Boulevard trail corridor, and other existing regional routes, improving overall recreational connectivity. The development also preserves substantial natural open-space areas, including limestone-derived soils, riparian vegetation, wildlife corridors, and upland woodland habitats, which support ecological functions such as watershed recharge and wildfire-risk reduction. These components align with the recreation, open-space, and mobility policies identified in the Flagstaff Regional Plan.

IV. SPECIFIC PLAN FINDINGS

The Planning and Zoning Commission shall find that the proposed STL Specific Plan meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for adoption of this Plan, the goals and policies should be considered to ensure that the Plan is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

A. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The applicant proposes several Minor Regional Plan Amendments intended to align existing Regional Plan map designations with the land use pattern, circulation network, and environmental conditions identified in the STL 290 Specific Plan. The request includes relocating Activity Center S12 from its current mapped location at J.W. Powell Boulevard to the north, aligning with Ponavera Boulevard, near the entrance to the Lodge. The applicant also proposes adjusting Regional Plan Map 25 to realign the Suburban Corridor along the J.W. Powell Boulevard extension and Ponavera Boulevard. This update is intended to more accurately represent the roadway envisioned for the area and to support the

orientation of the planned commercial and residential development. Additionally, the request includes removal of Activity Center S17 from the Future Growth Illustration. According to the applicant, the Suburban Corridor designation already applied to J.W. Powell Boulevard sufficiently addresses the intended function of S17, and removing the designation reduces duplication while reflecting topographic and environmental constraints in that part of the site.

Overall, the amendments refine the Regional Plan's map-based elements so they correspond with the site-specific factors documented in the Specific Plan, including topography, environmental resources, roadway alignment, and proposed land uses. The amendments do not alter the Regional Plan's broader intent for this area to develop as suburban neighborhoods supported by an activity center and a corridor.

The STL 290 site is designated in the Flagstaff Regional Plan as a Suburban growth area, currently classified as a Future Suburban Neighborhood with two mapped Suburban Activity Centers (S12 and S17). The project area is located within the City's Urban Growth Boundary and is intended to accommodate new suburban residential neighborhoods supported by commercial services and multimodal transportation corridors. The amendments proposed refine these existing suburban designations by relocating Activity Center S12, removing S17, and realigning the Suburban Corridor to better reflect the site's environmental constraints, circulation framework, and planned land uses. Overall, the project functions as a Suburban Neighborhood with a Neighborhood Suburban Activity Center and a Suburban Corridor, consistent with the Regional Plan's direction for this portion of the community.

A Suburban Neighborhood is characterized by *primarily residential development* at low to moderate densities, typically including single-family homes, duplexes, and small multi-unit structures. These neighborhoods are intended to provide a transition between rural areas and more intense urban places. They feature a connected street pattern; access to parks and open space; and local trail and sidewalk networks that support walking and biking. Suburban Neighborhoods are designed to function as complete, livable communities that rely on nearby activity centers and corridors for services, employment, and higher-density housing opportunities.

A Suburban Activity Center is a mixed-use focal point within the suburban area type. It is planned to include a combination of commercial, employment, public facilities, and higher-density residential uses organized in a compact, walkable pattern. These centers are intended to serve surrounding neighborhoods by providing daily goods and services within short travel distances. Development within an activity center typically includes smaller block patterns, pedestrian-scaled design, and multimodal access. Housing densities are highest closest to the center, with transitions to lower-density residential forms outward into the surrounding neighborhoods.

A Suburban Corridor is a linear area along a major roadway that accommodates a mix of land uses oriented towards both local and regional travel. These corridors are intended to support multimodal transportation—including walking, bicycling, transit, and vehicles—and are often lined with commercial, mixed-use, or medium-density residential development. The corridor framework provides structure for suburban growth by linking neighborhoods and activity centers and establishing predictable development intensity along designated transportation routes. Streetscape and access management elements are emphasized to balance mobility with place-making and safety.

B. Applicable General Plan Goals and Policies

Summary of Regional Plan Conformance

The STL 290 Specific Plan demonstrates broad consistency with the Flagstaff Regional Plan by aligning land use, transportation, environmental stewardship, housing, economic development, and open space policies with the physical characteristics and long-term planning framework of the site.

The Specific Plan advances environmental planning and conservation goals by clustering development to reduce disturbance, preserving major ponderosa pine stands, protecting drainageways and wildlife corridors, and applying native, drought-tolerant landscaping. It incorporates dark-sky compliant lighting and supports forest health, wildfire resilience, erosion control, and ecosystem connectivity as identified in several Environmental & Conservation (E&C) policies. The Specific Plan demonstrates consistency with numerous Environmental Planning & Conservation (E&C) goals

and policies. It supports Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030 and Policy E&C.2.1 Encourage the reduction of all energy and material consumption, by concentrating development in walkable areas. It meets Policy E&C.3.3. Invest in forest health and watershed protection measures, by protecting drainageways, slopes, and forest stands to reduce climate-related hazards. The plan advances Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region, and related policies (E&C.6.2, 6.3, 6.4, 6.8) by preserving forests, riparian areas, wildlife routes, and using native landscaping.

The plan is consistent with open space and recreation goals by establishing an interconnected network of parks, greenways, and trail corridors, including alignments for FUTS and the Arizona Trail. These features provide passive and active recreation, protect natural landforms, and ensure non-motorized mobility throughout the site. This supports Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health, by using open space for non-motorized connectivity and integrating natural features into neighborhoods.

Regarding water resources, the plan supports sustainable water use by anticipating reclaimed water for irrigation and encouraging rainwater harvesting. Buildings are intended to meet modern energy-efficient standards, supporting climate and energy objectives. Water resource goals are advanced by planning for reclaimed water use and rainwater harvesting in accordance with Goal WR.3 Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures. and Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical. The Specific Plan preserves drainageways to meet Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

The Specific Plan supports community character goals by integrating site design with natural features, preserving viewsheds, and ensuring development transitions that reflect the forested landscape and mountain setting. Streetscapes, architecture, and landscape treatments reinforce this context-sensitive design approach. The plan satisfies Community Character (CC) objectives by preserving natural features and integrating development with the regional setting, consistent with Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcrop pings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

The plan advances growth area and land use objectives by placing higher densities near the activity center and primary corridors, offering a diverse mix of housing types, and coordinating land use with planned infrastructure. Development patterns reflect compact, walkable suburban neighborhoods supported by mixed-use and lodging components within the relocated S12 Activity Center. The land use strategy meets Growth Areas & Land Use (LU) goals. It supports 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. The plan's relocated S12 Activity Center and Corridors implement Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

The transportation framework aligns with multimodal mobility goals by providing complete streets, pedestrian and bicycle routes, and transit-ready corridors. The trail network emphasizes safety, connectivity, and reduction of vehicle dependence, consistent with Regional Plan transportation policies. The transportation network supports Goal T.1 Improve mobility and access throughout the region, and Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community. This may be achieved through multimodal streets, separated trails, traffic-calming designs, habitat-sensitive roadway alignments, and future transit accommodation along major corridors.

The plan supports cost of development goals by coordinating utility extensions, water and sewer infrastructure with City standards and long-term growth expectations. Developers are expected to fund proportional infrastructure improvements consistent with cost-of-development policies such as Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

Housing policies are advanced through the provision of a wide range of housing types, including Missing Middle formats, medium-density residential, and neighborhood-scaled multifamily options. These housing types support affordability, diversity, and compatibility with transit-supportive locations. Housing goals are supported through a wide range of housing types that reflect Missing Middle and higher-density formats. This aligns with Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features. The Specific Plan aims to provide diverse housing types but only restricts the development of single-family residential housing in five DA areas (DA 1, 7, 8, 14, and 15). No Affordable Housing units are included in the proposal.

Economic development goals are met by creating opportunities for year-round tourism, lodging, visitor services, and neighborhood-serving commercial uses within an activity center and corridor setting. The Commercial Village and lodge contribute to employment and economic vitality. Economic development goals are furthered through lodging, recreation, and commercial uses that support tourism and local services, consistent with Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.

Overall, the Specific Plan supports and implements the intent of the Regional Plan by accommodating suburban growth in a connected and environmentally responsible pattern. The plan encourages diverse housing, economic vitality, and a strong open-space framework into a coordinated suburban growth pattern. The applicant has also provided a Regional Plan Conformance Analysis attached.

CITIZEN PARTICIPATION

Applications for Specific Plans are required to meet the Citizen Review requirements set forth in City Code Section 11-10.10.020.D. and are required to follow the procedures applicable to major amendments to the General Plan (Regional Plan). Major amendments are required to have two Planning & Zoning Commission Hearings, and the applicant is required to hold a neighborhood meeting and provide a record of proceedings. At least 60 days before notice of the first hearing of the Planning & Zoning Commission on a Specific Plan, the proposal shall be submitted for review and further comment to all government agencies listed in A.R.S. Section 9-461. The Specific Plan was transmitted for this 60-day review on June 12, 2026.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Regional Plan Amendment request. In accordance with State Statute and the Flagstaff Zoning Code, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowners' associations within 1,000 feet of the site excluding rights-of-way.

The applicant held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. A third meeting was held on September 10, 2026, at 5:30 p.m. to allow the City to provide notice for a meeting on its website. All meetings were held virtually. Five individuals attended the first meeting, four individuals attended the second meeting, and two individuals attended the third meeting. A Citizen Participation Report, attached, was prepared. The meetings included a presentation from the applicant. There were no questions or comments from the attendees.

As of the date of this report, no public comments have been received by staff.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

Attachments:

- Application
- Legal Description
- Specific Plan
- Regional Plan Conformance Analysis
- Impact Analysis Narrative
- FUSD Letter
- Record of Proceedings

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

Sara Dechter, AICP, CP3
(928) 213-2631
SDechter@flagstaffaz.gov

Date Received	**Application for Adoption or Revision of a Specific Plan**	File Number

Property Owner(s)	**Title**	**Phone**	**Email**
STL 405, LLC			
Mailing Address			**City, State, Zip**
8601 North Scottsdale Road, Suite 335			Scottsdale, Arizona 85283
Applicant(s)	**Title**	**Phone**	**Email**
STL 405, LLC / Peter Burger & Todd Severson		602.616.6828	TSeverson@symmetrycompanies.com
Mailing Address			**City, State, Zip**
8601 North Scottsdale Road, Suite 335			Scottsdale, Arizona 85283
Project Representative)	**Title**	**Phone**	**Email**
Gammage & Burnham, PLC / Lindsay C. Schube		602.256.4471	lschube@gblaw.com
Mailing Address			**City, State, Zip**
40 North Central Avenue, 20th Floor			Phoenix, Arizona 85004

Requested Review

☒ **Adoption of a New Specific Plan** ☐ **Revision or Rescission of a previously adopted Specific Plan**

☐ **Amendment of the Flagstaff Regional Plan as part of the Specific Plan adoption/amendment**

If the space below is insufficient for a complete response, please attach additional documentation.

City-wide or Area Specific?	**Parcel Number(s)**
Area Specific	106-10-004, 106-10-005, 106-10-006, 106-10-007, 106-10-008 remainder not a tax parcel

Description of Geographic Area or Site Address

+/-293.85 acres generally located NE of Pine Canyon Estates and along the J.W. Powell Boulevard alignment.

Title of Specific Plan	**Description of Proposed Revisions (if applicable)**
STL 290 Specific Plan	See Narrative
Element of the Regional Plan being implemented	**Proposed Regional Plan Amendments (if applicable)**
See Narrative	See Narrative

Property Information:

☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Property Owner Signature(required)	**Date:**	**Applicant Signature**	**Date:**
See attached Authorization Letter		See attached Authorization Letter	

For City Use

Staff Assignments:	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**

Date Filed:	**File Number(s):**	

For City Use

P & Z Hearing Date #1:	**Publication and Posting Date:**	

P & Z Hearing Date #2:	**Publication and Posting Date:**		
Council Hearing Date:	**Publication and Posting Date:**		
Fee Receipt Number:	**Amount:**	**Date:**	

Recommendation by Planning and Zoning Commission:	**Action by City Council:**
☐ **Approved**	☐ **Approved**
☐ **Denied**	☐ **Denied**
☐ **Continued**	

Application for Adoption or Revision of a Specific Plan

The information included below is intended to help an applicant complete the necessary forms and provide the required information in support of an application for a Specific Plan adoption or revision. Specific Plans are treated as minor plan amendments to the Flagstaff Regional Plan 2030 but they must follow all the procedural requirements for a major plan amendment.

In order to file an application, the applicant should complete a pre-application meeting with the Planning Director and Comprehensive Planning Manager. Before a final proposal can be submitted, the Concept Plan must be preliminarily approved by the Planning Director.

Specific Plan Adoption and Revisions shall be submitted in compliance with the submittal requirements established in City Code Title 11-10.30.030, and shall have fulfilled the procedural requirements in City Code Title 11-10.20.020. B (Supplemental Procedures for Major Plan Amendments), except for the Application Deadlines. Regional plan amendments and Specific Plans may be processed simultaneously.

Processing Information

1 Application(s) shall be made on the forms provided by the City which shall bear the signature of the owner of the property. If the applicant is other than the owner, the applicant shall also sign the application.

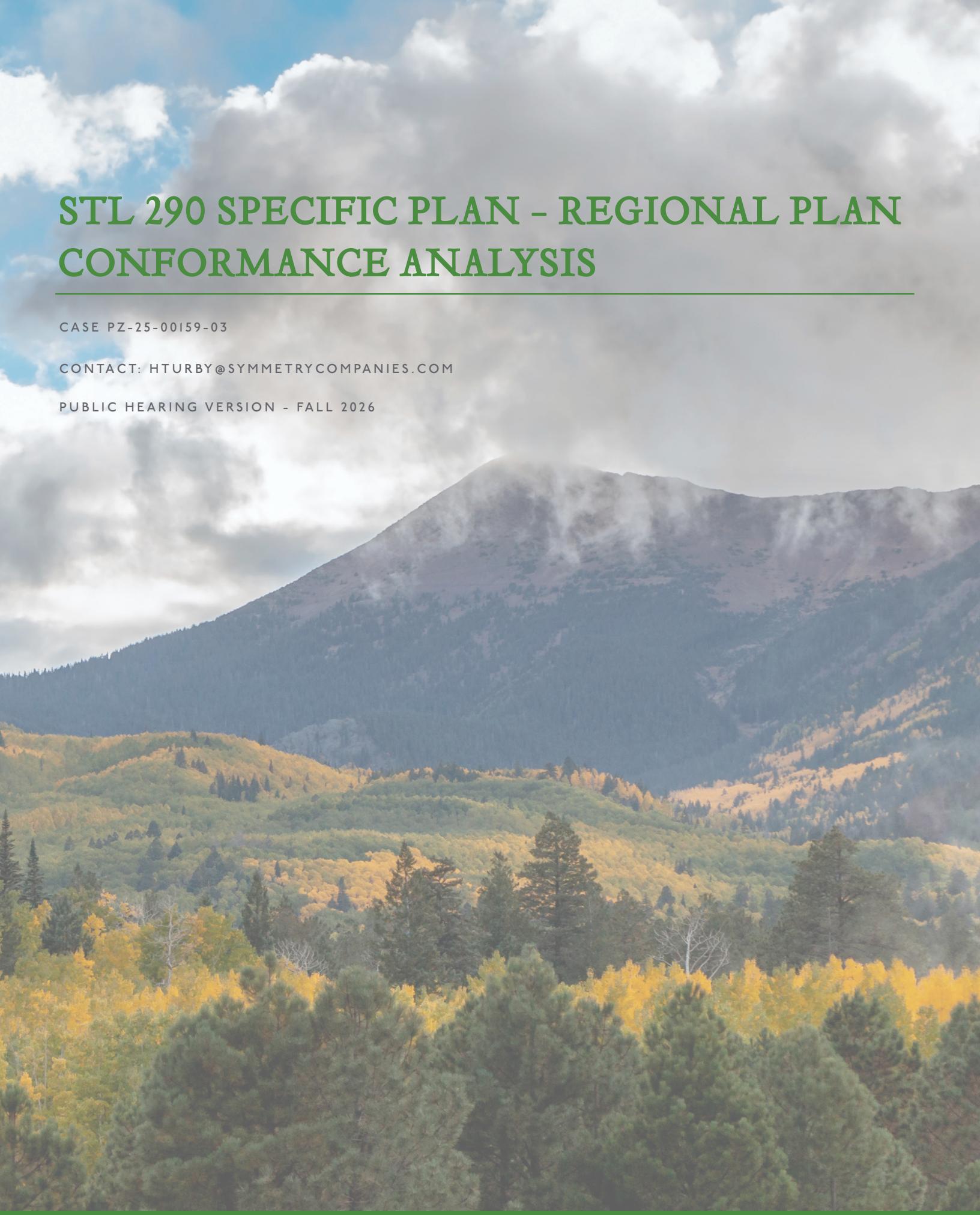
2 All applications shall be reviewed by staff to determine the completeness of the application prior to being released for the 60 day review period. Applications will not be released for review until the Concept Plan has received preliminary approval from the Planning Director, which requires some substantive review.

3 The Planning Director may request any additional information that is relevant to assist in the review of the Specific Plan adoption or amendment, or request that the required notifications be sent out to a larger area.

4 At least 60 days before notice of the first hearing of the Planning and Zoning Commission on a new, comprehensive update, an element, or a major amendment to the General Plan, the Planning Director shall transmit the proposal to the Planning and Zoning Commission and the City Council and shall submit a copy for review and further comment to:

   a. Coconino County;
   b. The Regional Planning agency within which the City is located;
   c. The Arizona Department of Commerce or any other state agency that is subsequently designated as the general planning agency for the state;
   d. The Arizona Department of Water Resources for review and comment on the water resources element, if a water resources element is required;
   e. Any other entities required to be notified by A.R.S. 9-461; and
   f. Any person or entity that requests in writing to receive a review copy of such proposals.

5 Each request for a Specific Plan adoption or amendment is required to be advertised in the Arizona Daily Sun at least 15 calendar days but not more than 30 days prior to the first public hearing with the Planning and Zoning Commission.



STL 290 SPECIFIC PLAN – REGIONAL PLAN CONFORMANCE ANALYSIS

CASE PZ-25-00159-03

CONTACT: HTURBY@SYMMETRYCOMPANIES.COM

PUBLIC HEARING VERSION - FALL 2026

COVER SHEET

DEVELOPMENT TEAM

PROPERTY OWNER | STL405, LLC
C/O SYMMETRY COMPANIES
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

APPLICANT | SYMMETRY COMPANIES
HILLARY TURBY
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(512) 636-2117
HTURBY@SYMMETRYCOMPANIES.COM

DEVELOPER | SYMMETRY COMPANIES
PETER BURGER AND TODD SEVERSON
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

DEVELOPER | CAPSTONE HOMES
BRIAN RHOTON
3605 SOUTH FLAGSTAFF RANCH ROAD
FLAGSTAFF, ARIZONA 86005
(855) 928-1100
BRHOTON@CAPSTONEHOMESAZ.COM

LAND PLANNER | VITA
SCOTT PESSIN AND TODOR SPASOV
4307 N. CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA 85251
(602) 327-9995
TSPASOV@VITAINC.COM

LEGAL REPRESENTATIVE | GAMMAGE & BURNHAM
LINDSAY SCHUBE & SEAN KRIEG
40 NORTH CENTRAL AVENUE, 20TH FLOOR
PHOENIX, ARIZONA 85004
(602) 256-4471
LSCHUBE@GBLAW.COM

TRAFFIC ENGINEER | CIVTECH
DAWN CARTIER
10605 N. HAYDEN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85260
(480) 659-4250
DCARTIER@CIVTECH.COM

ENGINEER | WOOD PATEL
DAN CRONIN AND MIKE YOUNG
2501 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8550
DCRONIN@WOODPATEL.COM

LANDSCAPE ARCHITECT | GREEY PICKETT
WENDELL PICKETT
7144 EAST STETSON DRIVE, SUITE 205
SCOTTSDALE, ARIZONA 85251
(480) 609-0009
WPICKETT@GREEYPICKETT.COM

MARKET ANALYSIS | GRUEN GRUEN & ASSOCIATES
1160 MISSION ST, UNIT 2204
SAN FRANCISCO, CALIFORNIA 94103
(415) 433-7598
WWW.GGASSOC.COM

PROPERTY DATA

PROJECT NAME: STL 290 Specific Plan

CASE NUMBER: PZ-25-00159-03

SITE ADDRESS: 290 Acres of State Land Department Certificate #53-120834

SITE AREA (ACRES): 293.85 Acres (405 original acres minus lotted area of DA 16 & 70-acres of land developed with Juniper Point)

PROPOSED RESIDENTIAL UNITS: 605-1,312 - 290 Acres (785 target)

EXISTING REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood with Activity Center (S12) and (S17)

PROPOSED REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood, Removal of S17 and use of existing JWP Suburban Corridor, and a Relocation of (S12), and a Realignment of Map 25 (Road Network Illustration) creating a Suburban Corridor at the corner of JW Powell BLVD and the Ponavera Boulevard

PROPOSED LAND USE: Residential, Travel Accommodations, and Commercial Uses

EXISTING ZONING CLASSIFICATION: Rural Residential - Resource Protection Overlay (RR-RPO)

PROPOSED ZONING CLASSIFICATIONS: RR-RPO, RI-RPO, MR-RPO, SC-RPO, HC-RPO

PUBLIC HEARING VERSION - Fall 2026

TABLE OF CONTENTS

REGIONAL PLAN CONFORMANCE ANALYSIS

A. Introduction | PAGE 5

B. Environmental Conservation | PAGE 5

C. Open Space | PAGE 6

D. Water Resources | PAGE 6

E. Energy & Climate | PAGE 1 6

F. Community Character | PAGE 6

G. Growth Areas & Land Use | PAGE 7

H. Activity Centers and LU.18 | PAGE 8

I. Transportation | PAGE 8

J. Cost of Development | PAGE 9

K. Public Facilities | PAGE 9

L. Neighborhoods, Housing, & Urban Conservation | PAGE 9

M. Economic Development | PAGE 9

N. Recreation | PAGE 10

O. Conclusion | PAGE 10







This Specific Plan application includes background information and a narrative discussion, including an executive summary, purpose and intent statements, images, renderings, etc., which are intended to illustrate the overall character and vision for the development. The images do not necessarily convey final design concepts, colors, and materials. The images within this application are preliminary and conceptual, and intended to be illustrative of the character and quality of the development and may be modified during the final design and site plan approval(s). Final uses, density, open space and programming, building footprints, etc. will be determined at time of final design and site plan approval(s) in accordance with the applicable regulations.

REGIONAL PLAN CONFORMANCE ANALYSIS

A. Introduction

This Conformance Analysis supplements Section II.D of the STL 290 Specific Plan by providing a policy-by-policy evaluation of how the Specific Plan furthers applicable goals and policies of the Flagstaff Regional Plan 2030. It is intended to document consistency for the Minor Regional Plan Amendments and associated rezonings processed concurrently with the Specific Plan.

For each goal or policy, a brief Conformance Statement summarizes how the Specific Plan implements or advances the Regional Plan's direction within the Planning Area.

B. Environmental Planning and Conservation (E&C)

Goal E&C.2 – Achieve carbon neutrality for the Flagstaff community by 2030.
Policy E&C.2.1 – Encourage reduction of energy and material consumption.
Conformance: The Specific Plan reduces energy demand by concentrating homes, lodging, and neighborhood commercial uses within walkable proximity, lowering vehicle miles traveled. Buildings will meet contemporary energy-efficient construction standards, including high-performance envelopes, daylighting, shading, and solar-ready design, reducing operational energy consumption and material use consistent with Policy E&C.2.1.

Goal E&C.3 – Prepare community systems to be resilient to climate impacts.
Policy E&C.3.1 – Minimize climate-related hazards through proactive planning.
Conformance: The land use pattern protects drainageways, slopes, and continuous forest stands, providing natural buffers against wildfire, heat, and stormwater impacts. Clustered development limits disturbance and preserves large, resilient open space networks, strengthening long-term community adaptability while maintaining safe, shaded pedestrian routes.

Goal E&C.5 – Preserve dark skies as an unspoiled natural resource.
Policy E&C.5.3 – Continue to enforce dark sky ordinances.
Conformance: The Specific Plan requires fully shielded fixtures and low-spectrum lighting throughout all development areas, including the lodge and commercial uses. Lighting will comply with the City's Outdoor Lighting Code enforced by the Community CC&Rs, preserving sky quality near Lowell Observatory and Naval Observatory facilities.

Goal E&C.6 – Protect and improve ecosystem health and native plant and animal communities.
Policies E&C.6.2, E&C.6.3, E&C.6.4, E&C.6.8 – Forest restoration; ecosystem conservation; protection of riparian features; native landscaping.
Conformance: The plan preserves major ponderosa pine stands, drainage corridors, and wildlife movement routes, consistent with Policies E&C.6.2–6.4. Roads and development footprints avoid sensitive slopes and ephemeral drainages. Disturbed areas will be revegetated with native, drought-tolerant species per Policy E&C.6.8.

Goal E&C.7 – Give special consideration to environmentally sensitive lands.
Policy E&C.7.1 – Minimize alteration of natural landforms.
Conformance: Roadway alignments and building envelopes follow existing topography where feasible. Steep slopes, rock outcrops, and drainageways remain as preserved open space, ensuring development blends into the forested landscape and limits grading and landform modification.

Goal E&C.9 – Protect soils through conservation practices.
Policy E&C.9.2 – Minimize disturbance, compaction, and erosion.
Conformance: Clustered development reduces the extent of disturbance, while construction activities must follow best

practices for erosion control, soil protection, and vegetation preservation. Open space areas retain natural groundcover and watershed function.

Goal E&C.10 – Protect indigenous wildlife, habitats, and movement areas.
Policies E&C.10.2, E&C.10.3, E&C.10.6 – Conserve wildlife habitat, protect sensitive ecosystems, maintain wildlife corridors.
Conformance: Continuous forested areas and drainage corridors are preserved to maintain habitat and migration pathways. Sensitive riparian vegetation, ephemeral drainages, and wildlife linkages are avoided or integrated into open space, ensuring long-term habitat resilience across the site.

C. Open Space (OS)

Goal OS.1 – Maintain a system of open lands, corridors, and greenways.
Policies OS.1.4, OS.1.5 – Use open space for non-motorized connectivity; integrate open space qualities into the built environment.
Conformance: The Specific Plan designates open space corridors that align with drainageways, forest resources, and the Arizona Trail/FUTS. These corridors are used for trails, passive recreation, and visual relief, integrating open space into neighborhoods and the Activity Center.

D. Water Resources (WR)

Goal WR.3 – Satisfy water demands through sustainable and renewable resources.
Policy WR.3.4 – Use reclaimed water and rainwater harvesting where appropriate.
Conformance: The Plan anticipates reclaimed water for landscape irrigation and encourages rainwater harvesting where feasible, reducing demand on potable supplies and supporting sustainable water management.

Goal WR.5 – Manage watersheds and stormwater.
Policy WR.5.2 – Incorporate pedestrian access, trails, and watchable wildlife into natural watercourses when practical.
Conformance: Drainageways are preserved and enhanced as open space features and trail corridors, creating opportunities for non-motorized access, wildlife viewing, and watershed protection.

E. Energy and Climate (E/E&C)

Goal E.1 – Increase energy efficiency.
Policy E.1.4 – Promote cost-effective, energy-efficient technologies and design.
Conformance: All buildings will follow modern energy codes and utilize high-efficiency insulation, windows, and mechanical systems. Street networks and multimodal routes reduce energy demand by shortening vehicle trips and promoting walking and biking.

Goal E.2 – Expand renewable energy production and use.
Policies E.2.1, E.2.4 – Support small-scale renewable generation.
Conformance: Solar-ready design is required for residential, commercial, and lodging structures. This enables cost-effective installation of photovoltaic systems and aligns with the City's renewable energy objectives.

F. Community Character (CC)

Goal CC.1 – Reflect the region's natural setting and views.
Policies CC.1.1, CC.1.2, CC.1.6 – Preserve natural features; integrate setting into design; encourage cluster development.

Conformance: The plan clusters development to preserve significant stands of ponderosa pine, drainage corridors, and sloped terrain. Neighborhoods are designed around natural features, maintaining viewsheds and reinforcing Flagstaff's mountain character.

Goal CC.2 – Preserve and manage heritage resources.
Policy CC.2.3 – Mitigate development impacts on heritage resources.
Conformance: Although no known resources exist on-site, all ground disturbance must follow State Land Department protocols. Discovery procedures, survey requirements, and stop-work provisions ensure cultural resource protection.

Goal CC.4 – Promote contextual, high-quality design.
Policies CC.4.2, CC.4.4, CC.4.6 – Integrate utilities; design human-scale streets; utilize landscaping for aesthetics.
Conformance: Utilities and streetscapes are integrated into the site's natural forest character. Roadways include sidewalks, landscaping, and pedestrian-scaled lighting. Native plantings and preserved forest stands define neighborhood edges and corridor character.

G. Growth Areas & Land Use (LU)

Goal LU.2 – Develop greenfields consistent with Regional Plan guidance.
Policies LU.2.1, LU.2.2, LU.2.3 – Mix of housing; coordinate with surroundings; protect natural resources.
Conformance: The plan provides diverse housing types, preserves natural resources, and aligns new neighborhoods with the JWP corridor and adjacent developments. Wildlife movement areas and drainageways are integrated into the land use pattern.

Goal LU.3 – Reinforce sense of place.
Policy LU.3.1 – Use neighborhoods, activity centers, and corridors as the development framework.
Conformance: STL 290 is organized around neighborhoods, open space corridors, and a lodge-anchored activity center, with multimodal connections forming the structural backbone of the community.

Goal LU.5 – Encourage compact, clustered development.
Policies LU.5.3–5.6 – Cluster to preserve resources; concentrate commercial and density; align density with infrastructure.
Conformance: Higher-density housing and commercial uses are concentrated near Ponavera Boulevard. R1 areas cluster units to preserve forest health, reduce grading, and maintain large open space areas.

Goal LU.6 – Provide a mix of land uses.
Policies LU.6.1, LU.6.3, LU.6.4 – Diverse housing; mixed-use neighborhoods; recreation access.
Conformance: STL 290 includes lodging, commercial, and multiple residential densities with direct connections to parks and trail systems, supporting a complete suburban neighborhood.

Goal LU.7 – Provide efficient public services.
Policies LU.7.1, LU.7.3 – Concentrate development where services exist; show adequate service availability.
Conformance: The plan aligns with JWP infrastructure extensions and coordinates with City utilities. Development intensity is directed to areas with feasible water, sewer, and roadway capacity.

Goal LU.13 – Expand suburban housing, employment, and neighborhood services.
Policies LU.13.1–13.11 – Connectivity; transit; housing diversity; mixed-use; wildlife protection; cluster design.
Conformance: The land use pattern distributes housing types around connected trail and open space corridors. Commercial and lodging uses provide nearby employment. Wildlife routes are preserved, and neighborhoods utilize clustered patterns to reduce ecological impacts.

H. Activity Centers & LU.18

Goal LU.18 – Develop well-designed activity centers.
Policies LU.18.1, LU.18.2, LU.18.4, LU.18.7–18.13 – Contextual design; mixed uses; housing variety; transitions in density; corridor frontage; higher density near centers.
Conformance: The relocated S12 Activity Center is anchored by a lodge and visitor-oriented commercial uses, reflecting its suburban mountain context. Housing diversity is provided through medium-density and Missing Middle units within the pedestrian shed. Density increases along Ponavera Boulevard, with natural buffers protecting the lodge setting and surrounding forest. Corridor-facing uses reinforce frontage and walkability, while residential transitions maintain compatibility.

I. Transportation (T)

Goal T.1 – Improve mobility and access.
Policies T.1.2, T.1.5, T.1.7 – Complete Streets; efficient modal interaction; coordinate infrastructure.
Conformance: Streets support pedestrians, cyclists, and vehicles with safe crossings and multimodal paths. Mobility routes connect neighborhoods, parks, and the lodge, coordinated with JWP improvements.

Goal T.2 – Improve transportation safety and efficiency.
Conformance: Traffic-calming design, multimodal corridors, and separated pedestrian routes enhance safety. Trails and sidewalks offer alternatives to short internal vehicle trips.

Goal T.3 – Provide transportation infrastructure that protects natural environments.
Policies T.3.3, T.3.7, T.3.8 – Couple transportation with land use; reduce habitat impacts; promote transit and biking.
Conformance: Roadways avoid slope and drainage features, minimizing habitat fragmentation. Extensive bicycle and pedestrian connections reduce congestion and emissions.

Goal T.4 – Enhance corridor character.
Policy T.4.2 – Design attractive, safe gateway corridors.
Conformance: Ponavera Boulevard and JWP are framed by preserved forest stands, native plantings, and context-sensitive architecture, creating a visually cohesive gateway.

Goal T.5 – Increase pedestrian infrastructure.
Policies T.5.1–T.5.4 – Provide accessible, continuous, safe pedestrian routes.
Conformance: Sidewalks and trail systems are continuous throughout the community, with shade, visibility, and rest areas integrated into open space corridors.

Goal T.6 – Provide safe bicycle infrastructure.
Policies T.6.2, T.6.4 – Connected bikeways; accommodate all rider experience levels.
Conformance: A network of shared-use paths, FUTS-aligned trails, and low-stress neighborhood routes ensures connectivity for riders of all abilities.

Goal T.7 – Support future transit where feasible.
Policies T.7.1–T.7.3 – Plan for transit readiness.
Conformance: While transit is not currently programmed, roadway and land use patterns preserve opportunities for future stops, shuttle service, and multimodal access.

J. Cost of Development (CD)

Goal CD.1 – Provide infrastructure for growth.
Policy CD.1.5 – New development pays its fair and proportional share of facilities, services, and infrastructure.
Conformance: STL 290 participates in JWP cost-sharing and extends utilities along Ponavera Boulevard, delivering infrastructure necessary for long-term corridor development.

K. Public Facilities (PF)

Goal PF.3 – Provide high-quality emergency response and public safety services.
Policy PF.3.3 – Locate law enforcement facilities within prescribed response times.
Conformance: The Specific Plan coordinates with the City's public safety providers and supports potential future facilities or substations in proximity to the Planning Area, ensuring appropriate response times as development occurs.

L. Neighborhoods, Housing, & Urban Conservation (NH)

Goal NH.1 – Maintain healthy, diverse neighborhoods.
Policies NH.1.4, NH.1.6 – Activity nodes; complete neighborhoods; protect natural features.
Conformance: The plan integrates a lodge-anchored activity center, diverse housing, parks, and trails while preserving sensitive landforms and forest systems.

Goal NH.3 – Provide housing opportunities at multiple price points.
Policies NH.3.1–NH.3.3 – Diverse housing types; ADUs; affordability tools.
Conformance: Missing Middle housing, duplexes, cottage courts, and medium-density units provide multiple ownership and rental options, increasing attainable supply consistent with City policy.

Goal NH.4 – Ensure safe, sanitary housing and promote green practices.
Policies NH.4.1, NH.4.4, NH.4.6 – Expand availability; encourage energy-efficient building; consider transit.
Conformance: Homes follow modern safety and energy codes. Medium-density areas are placed near primary corridors to support future transit compatibility.

M. Economic Development (ED)

Goal ED.6 – Support year-round tourism and specialized recreation.
Policies ED.6.1, ED.6.3, ED.6.4 – Diversified tourism; high-altitude training; promote economic benefits.
Conformance: The lodge and trail network support eco-tourism and athletic training. Commercial uses complement tourism and provide resident services.

Goal ED.8 – Strengthen commercial districts through investment in activity centers.
Conformance: The Commercial Village and lodge create a mixed-use node with year-round economic activity, supported by nearby residential neighborhoods and extensive trail and park connections.

N. Recreation (REC)

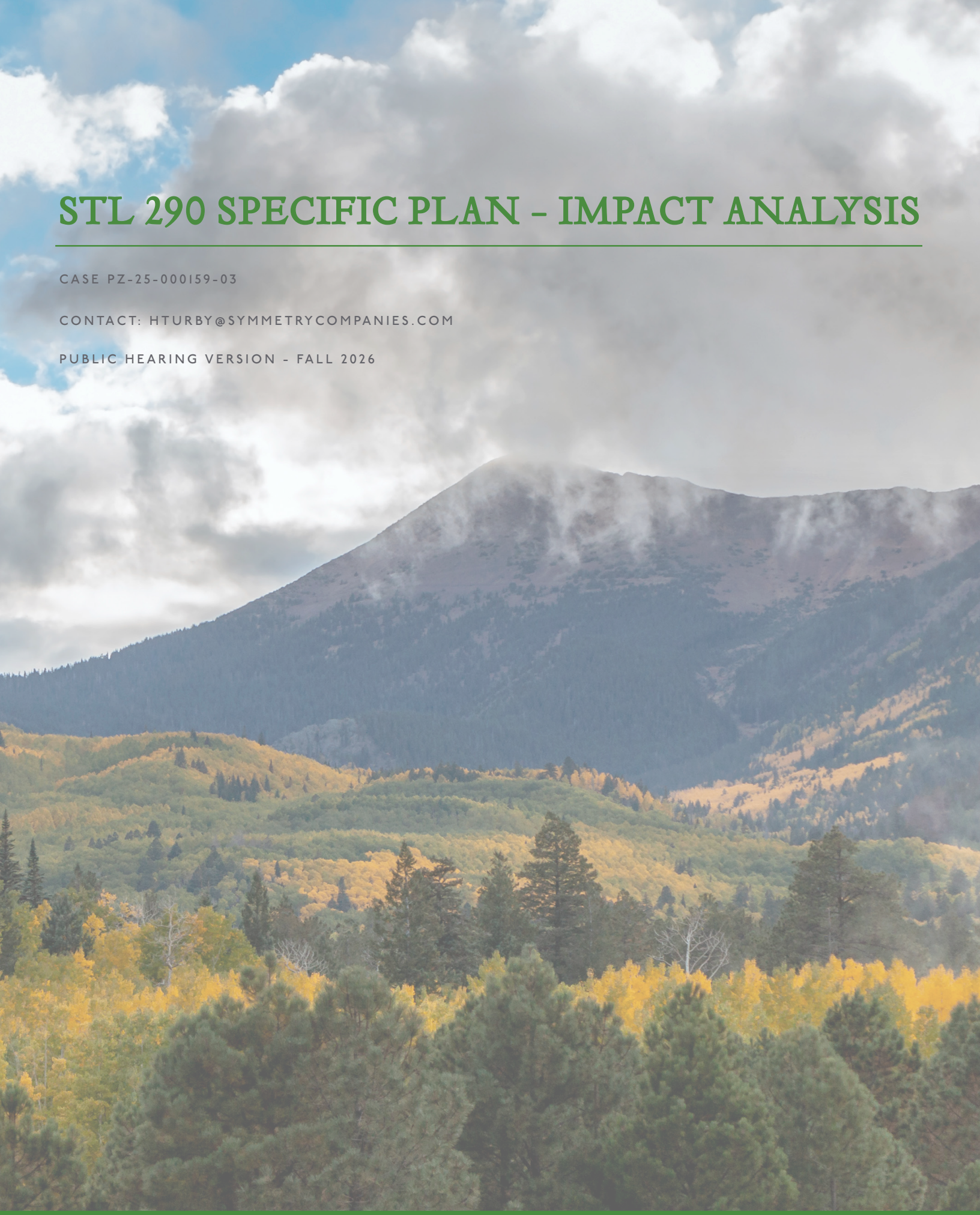
Goal REC.1 – Maintain and grow a healthy system of parks, recreation facilities, and trails.
Policy REC.1.1 – Integrate active and passive recreation sites within walking distance.
Conformance: Parks, greens, and open space corridors are distributed throughout STL 290, all linked by sidewalks and FUTS-aligned trails, ensuring walkable access to recreation.

O. Conclusion

The STL 290 Specific Plan demonstrates strong overall conformance with the Flagstaff Regional Plan 2030 across all applicable goals and policies, including environmental stewardship, water resource sustainability, multimodal mobility, housing diversity, suburban neighborhood design, economic vitality, and open space integration. The Specific Plan maintains and advances the intent of the Regional Plan by promoting compact, connected, context-sensitive, and environmentally responsible growth within the City's southern growth area. The Activity Center functions effectively within the site's forested terrain, natural drainage systems, and topographic conditions, achieving the outcomes envisioned by the Regional Plan through a form that is more appropriate to STL 290's unique setting.

symmetry
COMPANIES

8601 N SCOTTSDALE RD SUITE 335 | SCOTTSDALE, AZ 85253



STL 290 SPECIFIC PLAN - IMPACT ANALYSIS

CASE PZ-25-000159-03

CONTACT: HTURBY@SYMMETRYCOMPANIES.COM

PUBLIC HEARING VERSION - FALL 2026

COVER SHEET

DEVELOPMENT TEAM

PROPERTY OWNER | STL405, LLC
C/O SYMMETRY COMPANIES
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

APPLICANT | SYMMETRY COMPANIES
HILLARY TURBY
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(512) 636-2117
HTURBY@SYMMETRYCOMPANIES.COM

DEVELOPER | SYMMETRY COMPANIES
PETER BURGER AND TODD SEVERSON
8601 SCOTTSDALE ROAD, STE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828
TSEVERSON@SYMMETRYCOMPANIES.COM

DEVELOPER | CAPSTONE HOMES
BRIAN RHOTON
3605 SOUTH FLAGSTAFF RANCH ROAD
FLAGSTAFF, ARIZONA 86005
(855) 928-1100
BRHOTON@CAPSTONEHOMESAZ.COM

LAND PLANNER | VITA
SCOTT PESSIN AND TODOR SPASOV
4307 N. CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA 85251
(602) 327-9995
TSPASOV@VITAINC.COM

LEGAL REPRESENTATIVE | GAMMAGE & BURNHAM
LINDSAY SCHUBE & SEAN KRIEG
40 NORTH CENTRAL AVENUE, 20TH FLOOR
PHOENIX, ARIZONA 85004
(602) 256-4471
LSCHUBE@GBLAW.COM

TRAFFIC ENGINEER | CIVTECH
DAWN CARTIER
10605 N. HAYDEN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85260
(480) 659-4250
DCARTIER@CIVTECH.COM

ENGINEER | WOOD PATEL
DAN CRONIN AND MIKE YOUNG
2501 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8550
DCRONIN@WOODPATEL.COM

LANDSCAPE ARCHITECT | GREEY PICKETT
WENDELL PICKETT
7144 EAST STETSON DRIVE, SUITE 205
SCOTTSDALE, ARIZONA 85251
(480) 609-0009
WPICKETT@GREEYPICKETT.COM

MARKET ANALYSIS | GRUEN GRUEN & ASSOCIATES
1160 MISSION ST, UNIT 2204
SAN FRANCISCO, CALIFORNIA 94103
(415) 433-7598
WWW.GGASSOC.COM

PROPERTY DATA

PROJECT NAME: STL 290 Specific Plan

CASE NUMBER: PZ-25-00159-03

SITE ADDRESS: 290 Acres of State Land Department Certificate #53-120834

SITE AREA (ACRES): 293.85 Acres (405 original acres minus lotted area of DA 16 & 70-acres of land developed with Juniper Point)

PROPOSED RESIDENTIAL UNITS: 605-1,312 - 290 Acres (785 target)

EXISTING REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood with Activity Center (S12) and (S17)

PROPOSED REGIONAL PLAN CLASSIFICATION: Suburban Neighborhood, Removal of S17 and use of existing JWP Suburban Corridor, and a Relocation of (S12), and a Realignment of Map 25 (Road Network Illustration) creating a Suburban Corridor at the corner of JW Powell BLVD and the Ponavera Boulevard

PROPOSED LAND USE: Residential, Travel Accommodations, and Commercial Uses

EXISTING ZONING CLASSIFICATION: Rural Residential - Resource Protection Overlay (RR-RPO)

PROPOSED ZONING CLASSIFICATIONS: RR-RPO, RI-RPO, MR-RPO, SC-RPO, HC-RPO

PUBLIC HEARING VERSION - Fall 2026

TABLE OF CONTENTS

III.1 PUBLIC SERVICES AND FACILITIES | 5

A. Stormwater Infrastructure | PAGE 5

B. Implications for Parks, Rec, and Open Space | PAGE 5

C. Libraries | PAGE 6

III.4 SCHOOL IMPACT ANALYSIS | 6

III.5 POLICE AND FIRE ANALYSIS | 7

A. Police | PAGE 7

B. Fire | PAGE 7

III.6 MARKET ANALYSIS | 8

A. Introduction | PAGE 8

B. Flagstaff Demographic and Economic Context | PAGE 8

C. Fiscal Revenues | PAGE 9

D. Construction Impacts | PAGE 9

E. On-Going Impacts | PAGE 9

F. Summary | PAGE 10

III.7 CULTURAL RESOURCES ANALYSIS | 10

III.8 PUBLIC TRANSIT ANALYSIS | 10

SUMMARY OF ANALYSIS | 12







This Specific Plan application includes background information and a narrative discussion, including an executive summary, purpose and intent statements, images, renderings, etc., which are intended to illustrate the overall character and vision for the development. The images do not necessarily convey final design concepts, colors, and materials. The images within this application are preliminary and conceptual, and intended to be illustrative of the character and quality of the development and may be modified during the final design and site plan approval(s). Final uses, density, open space and programming, building footprints, etc. will be determined at time of final design and site plan approval(s) in accordance with the applicable regulations.

III.1 PUBLIC SERVICES AND FACILITIES

A. Stormwater Infrastructure

The STL 290 site is largely undeveloped pine forest on steep, dissected terrain draining from the southwest toward the Rio de Flag. Off-site contributors include Pine Canyon Wash entering near the mid-south boundary and a smaller unnamed tributary along the west, both flowing northeast toward the Rio de Flag. There is no existing stormwater infrastructure on the site. FEMA mapping places the northeast corner within Rio de Flag Zone AE (approximately 2.5 acres of land), with the balance of the property in Zone X; the project's proposed improvements lie in Zone X.

Proposed Onsite Mitigations

The drainage strategy pairs Low Impact Development (LID) with extended detention basins (EDBs) to keep post-development peaks at or below pre-development for the 10-yr and 100-yr events and to meet Flagstaff's ROCV (first 1" of runoff) standard.

- LID/ROCV requirement: 1" sitewide = ≈12.2 acre-feet of LID storage.
- Master storage for downstream "no-rise": An additional 19 acre-feet is required to offset incremental imperviousness and hold Lake Continental at the current WSE. These volumes are provided in in-line storage basins located within major drainages, upstream of roadway crossings and development boundaries, and are phased with buildout; underground/adjacent open-space options remain available where pad space is constrained.

Conveyance will use a mix of swales, street storm drain, and culverts, with public and private drainage easements (DE/PDE/DME) assigned to match ownership/maintenance responsibilities.

Effects on Location, Density, and Intensity of Uses

Because master basins are sited in existing drainages, and particularly upstream of road crossings or near site edges, the storage program is compatible with the land-use framework (R1/MR/HC/SC) without requiring broad reductions to planned densities. Where developable pads are tight, the strategy allows alternative placements (e.g., within/adjacent to open space or underground) to maintain intended building footprints and street layouts while still meeting LID and peak-flow targets.

Estimated Downstream Impact

Two controls govern downstream performance, both validated by HEC-1/HEC-RAS:

- Lake Continental (Big Fill Lake): Without storage, the WSE increase would be ~0.04 ft; with the 19 ac-ft onsite storage, the model returns to no-rise relative to baseline.
- Rio de Flag floodplain: Post-development HEC-RAS shows negligible WSE changes (≤ 0.02 ft) along the modeled reach.
- Onsite peak flow mitigation is required at each site discharge point consistent with the intent to hold post peaks at/below pre.

Bottom line: The combined ~12.2 ac-ft LID + 19 ac-ft master storage program, implemented in-line storage phased with construction, enables the planned mix and intensity of uses without increasing downstream peak discharges or at site discharge points or significantly affecting Rio de Flag floodplain water surface elevations.

B. Implications of Parks and Recreation and Open Space

The STL 290 development presents a major opportunity to enhance the City of Flagstaff's network of parks, trails, and open-space lands, while also responding responsibly to ecological and recreational demands. With its variety of landforms, from limestone ridges and grassland benches to riparian corridors and upland juniper–pine woodlands, the project is uniquely situated to contribute to both active recreation and conservation open space. The planned network of internal multi-use trails, linking to the adjacent Arizona Trail alignment and newly constructed J.W. Powell Boulevard trail corridor,

will enable connectivity for hikers, cyclists, and nature observers of all abilities. The design incorporates multiple park nodes, neighborhood parks for children and families, a larger community park adjacent to the Suburban Activity Center, and preserved natural open-space tracts aligned with wildlife linkages and calcareous soil habitats. Together, these amenities are expected to:

- Provide approximately 15 acres of local park space within walking distance of 90% of future residential units (open to public but privately funded);
- Set aside contiguous open space, preserving key ecological systems such as limestone-derived soils, and riparian vegetation;
- Enhance ecological function by maintaining uninterrupted wildlife corridors, improving watershed recharge through low-impact drainage design, and reducing wildfire risk through strategic open-space buffers;
- Support the City's policy goals for recreation, open-space preservation, and active mobility (including the goals of the Flagstaff Regional Plan 2030, Zoning Code Section 11-10.60.050, and Open Space Concept Map 24).

By aligning recreation and natural resource objectives, the STL 290 project not only meets but advances Flagstaff's long-range parks and open-space strategy, offering residents outstanding amenities while preserving the region's signature landscapes and ecological resilience.

C. Libraries

The STL 290 Specific Plan will introduce several thousand new residents to the city, along with lodging and visitor-serving uses that may indirectly increase library usage by seasonal or short-term populations. Implications include:

- Demand Growth: Additional households will contribute to higher circulation, digital media access, and program participation.
- Service Access: STL 290 residents will primarily rely on existing branch locations, unless a community branch is incorporated into Development Area 20.
- Capacity Considerations: The City's budget highlights ongoing investment in library operations, but significant new growth areas such as STL 290 may require expanded programming, technology upgrades, or branch-level enhancements to ensure equitable access.

The Flagstaff library system is a well-established community resource supported through dedicated City and County funding. While STL 290 will not immediately necessitate a new branch, Development Area 20 provides an ideal site for future expansion of community services, potentially including a small library branch. Coordinating with City library services in the long term would ensure that STL 290 contributes to a balanced, accessible system of educational and cultural resources for all Flagstaff residents.

III.4 SCHOOL IMPACT ANALYSIS

The Property lies within the Flagstaff Unified School District. It is anticipated that any elementary age children (K-5) will attend Kinsey Elementary School, located at 1601 South Lone Tree Road, approximately 2 miles from the property. Any middle school age children (6-8) will attend Mount Elden Middle School, located at 3223 North 4th Street, approximately 6.4 miles from the property. The Flagstaff High School, located at 400 West Elm Avenue - approximately 4.1 miles from the STL 290 property, will serve grades 9-12.

Anticipated Impacts of STL 290 Development

Against this backdrop, STL 290 is expected to play a significant role in shaping enrollment and facility use:

- New Student Generation: Across the district, planned residential development is projected to add roughly 400 new students during the planning period. With STL 290 located in the growing south/southwest corridor, its students (adding

approximately 226 students over the life of the project, using FUSD projection methodology 0.6 (large lot SFD), 0.2 (small lot SFD), 0.2 (SFA), 0.2 (MFA)) will contribute meaningfully to offsetting district-wide declines.
- Balancing Enrollment: While central schools may continue to see declining enrollment, STL 290 students will help stabilize capacity in edge-of-district schools. Attendance boundaries may be adjusted to balance utilization across the system.
- Benefit from Facility Upgrades: Students from STL 290 will directly benefit from bond-funded investments, including replacement of older schools, creation of modernized "next-generation" classrooms, technology enhancements, and outdoor learning opportunities.
- Safe and Reliable Access: Planned transportation investments will ensure that students living in STL 290, at the district's southern edge, have consistent access to schools.

For prospective residents and students of STL 290, the Facilities Master Plan and FY 2025 Budget together represent both a challenge and an opportunity. The district is in a period of transition, facing under-utilization and aging buildings, yet actively investing in safer, modernized, and more flexible learning environments. STL 290 families will be joining a system that is adapting to growth at its southern edge—bringing new vitality to underused schools while benefiting from targeted facility reinvestments and strong fiscal commitments.

III.5 POLICE AND FIRE ANALYSIS

A. Police

The Flagstaff Police Department will be the police protection agency for the Property. The main station is located at 911 E. Sawmill Road, which is approximately 2.9 miles from the STL 290 property.

The STL 290 development will add residential, commercial, and lodging uses, increasing call volume for police services. Based on current conditions:
- Crime and Calls for Service: FPD has demonstrated success in reducing crime and managing calls, suggesting capacity to absorb incremental growth in the short term.
- Traffic Enforcement: STL 290's new roadway connections will require ongoing coordination with FPD's traffic unit to manage safety, speed, and DUI enforcement.
- Community Policing: The Department's focus on outreach, prevention, and alternative response models positions it well to serve a diverse new community like STL 290.
- Future Substation: While not yet funded, a substation on the "Shark Bite" parcel would directly benefit STL 290 by improving localized response capacity and visibility of law enforcement services.

In its current structure, the Police Department is positioned to serve STL 290 without immediate strain. The long-term development of a substation adjacent to the site will further strengthen coverage and community policing in southern Flagstaff. Continued collaboration between STL 290 and the Police Department will ensure that public safety services grow in tandem with the development.

B. Fire

The Flagstaff Fire Department provides fire coverage for the Property. Several Fire Stations are near to the property including Station #6, #2, #4, and #3. However, the property is within the boundary limits of Fire District #6. If alternative stations are available to respond to emergencies, Fire Station #4 is approximately 3 miles from the property.

Implications for STL 290

The addition of STL 290's residential neighborhoods, commercial areas, and lodging facilities will increase the demand for fire and emergency services. However, based on current performance and capacity:

- Response Times: FFD's average response times are within NFPA standards, suggesting that the department can accommodate incremental service calls generated by STL 290 without immediate degradation of service.
- Station Coverage: STL 290's proximity to existing stations along the John Wesley Powell corridor and Interstate 17 access points positions the site within reasonable response coverage. The proposed "Shark Bite" station would further improve service, but its delivery is contingent on future funding and construction schedules.
- Risk Profile: The primary impacts will be increased EMS call volume and expanded wildland-urban interface (WUI) exposure. STL 290's adjacency to open space reinforces the importance of defensible space, firewise landscaping, and compliance with FFD's Community Risk Reduction programs.
- Resource Planning: While FFD is currently operating efficiently, long-term growth across Flagstaff, including STL 290, may necessitate additional staffing, equipment, or facilities to maintain service levels.

Overall, the STL 290 development is not expected to overburden the Fire Department in the short term, given existing capacity, strategic station locations, and current performance metrics. The future "Shark Bite" fire station represents a planned investment that could significantly improve long-term response capacity for STL 290 and southern Flagstaff, though its timing is uncertain. Continued coordination with FFD on risk reduction, wildfire resilience, and community design standards will ensure that the project integrates responsibly into Flagstaff's fire protection system while maintaining public safety and emergency response effectiveness.

III.6 MARKET ANALYSIS

A. Introduction

The STL 290 Specific Plan is being advanced at a pivotal moment in Flagstaff's growth trajectory. As the community prepares for the adoption of the Flagstaff Regional Plan 2045 and the J.W. Powell Boulevard Infrastructure and Facilities Specific Plan, the city faces pressing demands for additional housing, expanded economic opportunities, and enhanced recreational amenities. The STL 290 development is uniquely positioned to help meet these needs by delivering a balanced mix of residential, retail, and lodging uses that will not only expand the City's tax base but also strengthen the local economy for decades to come.

This market analysis summarizes the anticipated fiscal revenues and economic impacts of the STL 290 development at full build-out. The findings presented here are based on and summarized from the fiscal and economic impact study prepared by Gruen Gruen + Associates, an independent urban economics and market analysis firm.

B. Flagstaff Demographic and Economic Context

Flagstaff is the largest city in northern Arizona and serves as a regional hub for employment, education, healthcare, tourism, and outdoor recreation. According to the U.S. Census Bureau's 2022 American Community Survey, Flagstaff's population was estimated at 75,907 residents, housed within approximately 28,400 households. The community also draws a significant number of non-resident workers; more than 18,000 jobs in the city are held by employees who live outside Flagstaff, underscoring its role as a regional employment center.

Flagstaff's economy is anchored by Northern Arizona University, healthcare facilities, government services, tourism, and outdoor recreation. The city's housing market, however, has long struggled to keep pace with demand. Limited supply and rising costs have created affordability challenges across income levels, with a particular shortage of "missing middle" housing types such as townhomes, duplexes, and smaller multi-family units.

In this context, the STL 290 development provides an opportunity to add both new housing supply and diverse economic activity that will benefit residents, visitors, and the broader region.

C. Fiscal Revenues

At full build-out, the STL 290 development is estimated to generate approximately $6 million annually in recurring revenue for the City of Flagstaff, derived from multiple sources:

- Property Taxes: > $1M annually
- State-Shared Revenues: >$800,000 annually
- Transaction Privilege (Sales) Tax: Approximately $2.5 million annually
- Bed, Board & Beverage (BBB) Taxes: >$1.5 million annually
- Franchise Fees: >$80,000 annually

In addition, the City is projected to receive a one-time construction sales tax payment of $12.3 million during the build-out period.

D. Construction Impacts

Throughout the build-out process, construction and development activity associated with the creation of the planned residential, retail and commercial space, and lodging is forecast to support an average of 1,600 jobs per year in Coconino County. Construction activity is forecast to directly support 1,026 jobs per year. The employment multiplier of 1.56 indicates that, for every 10 jobs directly associated with the construction process (e.g., construction workers and tradesmen), an additional five jobs will be supported indirectly within Coconino County. Approximately 574 annual jobs are forecast to be supported indirectly by construction expenditures associated with build-out of STL 290. The total annual labor income impact is estimated at approximately $90.7 million or approximately $57,000 per job. The income multiplier of 1.40 indicates that for every $1 in wages paid to workers directly associated with the construction process, an additional $0.40 in income will be generated elsewhere in the County. Total annual output is forecast to average $253.5 million throughout the five-year (or more) build-out process.

E. On-Going Impacts

Once built and occupied, the STL 290 community will generate long-term recurring benefits for the region:

Household Spending

At full build-out, STL 290 is planned to contain approximately 785 households (including DA 16). Personal expenditures made by households on a variety of personal goods and services - from healthcare services to dining out - can be expected to support a considerable number of jobs within Coconino County as these expenditures circulate through the local economy.

Retail and Commercial Activity

Annual retail sales are estimated at $400 per square foot or $32 million in total. Some of the planned retail space is likely to be supported by the expenditures of STL 290 visitors and households. Upon build-out, the 80,000 square feet of commercial space is estimated to support a total of 277 jobs within Coconino County. Approximately 215 of these jobs are forecast to be supported directly, or, in other words, on site.

Lodging and Visitor Spending

Annual revenue from the hotel operations is estimated to be $41.0 million at build-out. Symmetry has estimated that a portion of the hotel revenue will be made from local area guests. Gruen & Gruen assumes 90 percent of total hotel revenue or nearly $37 million will come from beyond Coconino County. Symmetry estimates on-site employment will be 75 workers with an annual payroll of over $5.0 million.

F. Summary

The STL 290 Specific Plan represents a transformative opportunity for Flagstaff, combining much-needed housing supply with economic growth, employment generation, and tourism investment. By integrating a diversity of residential options, a vibrant commercial village, a destination lodge, and extensive parks and trails, STL 290 is designed to both reflect and strengthen Flagstaff's unique character.

From a fiscal standpoint, the development will expand the City's long-term revenue base while producing a one-time surge in construction activity. From an economic perspective, it will support hundreds of permanent jobs, stimulate household and visitor spending, and generate ongoing output that reverberates through the regional economy.

In short, STL 290 will not only meet current community needs but also serve as a catalyst for sustainable, balanced growth in Flagstaff's future. Source: Gruen Gruen + Associates, Fiscal and Economic Impact Analysis for STL 290 Development.

III.7 CULTURAL RESOURCES ANALYSIS

A Cultural Resources Study was completed for the STL 290 property as part of the mandatory State Land Sale process in 2020, and no known heritage or archaeological resources were identified on the site. As part of the land patent conditions associated with Sale 53-120834-00-100, future development will remain subject to State oversight to ensure continued compliance with cultural resource protection standards. Specifically, prior to any ground disturbance in areas not previously surveyed, a qualified permittee of the Arizona State Museum must inspect the area and submit findings to the Arizona State Land Department (ASLD) Cultural Resources Section for review and approval. In addition, if any archaeological, historical, or paleontological materials—or human remains or funerary objects more than fifty years old—are discovered during construction, all work must immediately cease, and notification must be made to the Arizona State Museum Director and ASLD Cultural Resources Section Manager in accordance with A.R.S. §41-844. These requirements ensure that while the STL 290 property is currently free of identified cultural resources, any unforeseen discoveries will be managed responsibly and in full compliance with state preservation protocols.

III.8 PUBLIC TRANSIT ANALYSIS

At full buildout, the STL 290 Specific Plan will introduce a substantial new population and employment base south of Interstate 40, creating measurable demand for public transit connectivity between the site and the rest of Flagstaff. With a mix of residential neighborhoods, lodging, and commercial uses, the project will generate transit needs associated with both daily commuters and visitor activity.

At present, no Mountain Line routes directly serve the STL 290 area. The closest existing transit service is located at Lone Tree Road and Interstate 40, served by Routes 4 and 14, which connect to Downtown Flagstaff, Northern Arizona University, and the Woodlands Village corridor. This stop lies well beyond comfortable walking or biking distance from STL 290, leaving the area currently unserved by fixed-route transit.

Although no transit service currently extends into the project area, the STL 290 circulation network is designed to be transit-ready. Both San Francisco Peaks Parkway and internal collector streets have sufficient right-of-way, intersection geometry,

and pedestrian connectivity to accommodate future Mountain Line service should system expansion priorities shift south of I-40.

The concentration of higher-density residential and mixed-use development along San Francisco Peaks Parkway and within the S12 Activity Center provides a potential ridership base and logical alignment for future transit stops and local circulation routes.

At full buildout, STL 290 is anticipated to accommodate several thousand residents and a range of commercial and lodging uses that together could generate significant daily trip demand. Using conservative Mountain Line ridership ratios (2–4 daily trips per dwelling unit or employee under transit-served conditions), the community could support 1,000 to 2,000 daily transit trips once service becomes available.

To accommodate future demand and maintain flexibility for service expansion, the Specific Plan recommends:

- Right-of-Way Reservation: Preserve sufficient corridor width and curb space along San Francisco Peaks Parkway and internal collectors for potential bus stops, shelters, and pull-outs.
- Pedestrian Connectivity: Ensure safe, direct walking routes between potential stop locations, neighborhoods, and commercial areas.
- Transit-Supportive Design: Maintain higher-density development near San Francisco Peaks Parkway and the S12 Activity Center to sustain long-term ridership potential.
- Agency Coordination: Work with NAIPTA (Mountain Line) and MetroPlan as the area develops to evaluate the timing and feasibility of extending service south of I-40.

Conclusion

The STL 290 Specific Plan will significantly increase the need and opportunity for public transit access in Flagstaff's southern corridor. Although no routes currently serve the site, the land-use pattern, roadway design, and density distribution ensure that the community remains transit-ready. By integrating transit-supportive design principles and preserving corridor capacity, the Plan positions STL 290 for future coordination with Mountain Line to advance the Regional Plan's goals for compact, connected, and sustainable growth.

SUMMARY OF ANALYSIS

The STL 290 property presents a unique opportunity for Flagstaff to accommodate growth in a way that is both environmentally sensitive and economically beneficial. Located within the City's Urban Growth Boundary, the 290-acre site is characterized by dense ponderosa pine forest, dramatic topography, and natural drainage features connected to the Rio de Flag watershed. With elevations ranging from 6,800 to 7,000 feet, views of the San Francisco Peaks, and adjacency to the Coconino National Forest, the property possesses exceptional natural assets that define its identity but also create development constraints. Steep slopes, floodplain corridors, and sensitive forest resources will require careful stewardship through the Resource Protection Overlay and future design guidelines.

From a contextual standpoint, the site sits at the crossroads of regional activity. It is bounded by existing and planned residential communities, major transportation corridors, and significant recreational amenities, including the Arizona Trail and the Flagstaff Urban Trails System. Its proximity to Interstate 40, Northern Arizona University, and key employment and tourism destinations reinforces its role as a strategic growth area. The extension of J.W. Powell Boulevard and associated utility improvements will further enhance its connectivity and long-term development potential.

At the same time, Flagstaff faces pressing housing and affordability challenges, alongside increasing demand for diverse residential options. The STL 290 Specific Plan directly responds by introducing a range of housing types—including much-needed "missing middle" formats—integrated with a central commercial village, a destination lodge, and an extensive network of trails and parks. This blend of residential, retail, lodging, and open space will not only meet local housing needs but also expand recreational opportunities and strengthen the city's economic base. Importantly, the project is anticipated to deliver 785 new homes (within STL 290 only), accounting for nearly 10 percent of the City's 10-Year Housing Plan target of 7,976 units. By providing market-rate, workforce, and potentially affordable homes within a walkable community framework, STL 290 will help stabilize the city's housing market while enabling residents to live closer to employment and commercial opportunities.

The plan has also been evaluated for its relationship to essential public services. Based on the Flagstaff Unified School District's Facilities Master Plan, local schools currently have capacity to absorb enrollment from STL 290 due to district-wide declining enrollment trends. At the same time, modernization projects planned by FUSD will improve facilities and learning environments that will benefit incoming families. Library services are also well established through the City's system, but growing demand will accompany new residents. Development Area 20, designated for community services, presents an excellent opportunity for a future small library branch, ensuring equitable access to cultural and educational resources for residents in the southern part of the city. Public safety services are similarly positioned to adapt to the growth. The Flagstaff Fire Department maintains strong response times and has identified the adjacent "Shark Bite" parcel as a site for a potential new fire station, though funding and construction timelines remain uncertain. Likewise, the Flagstaff Police Department continues to maintain effective response and crime reduction efforts, and the same "Shark Bite" site has been considered for a future police substation that would enhance localized service and visibility in the area.

Economic analysis prepared by Gruen Gruen + Associates indicates that the project will generate substantial fiscal benefits. At full build-out, STL 290 is projected to yield approximately $6 million annually in recurring revenues to the City, plus a one-time $12.3 million in construction-related taxes. Construction alone will support more than 1,600 jobs per year during the build-out period, while long-term operations are forecast to sustain hundreds of permanent jobs in retail, hospitality, and services. Household spending from 785 new homes, coupled with $32 million in projected annual retail sales and over $40 million in lodging revenue, will circulate through the regional economy, supporting additional employment and income growth.

Taken together, the site's natural setting, strategic location, provision for schools, libraries, fire and police services, and significant economic contributions position STL 290 as a transformative project for Flagstaff. It balances the preservation of ecological resources with the delivery of housing diversity, employment opportunities, and community amenities. By integrating environmental stewardship with fiscal responsibility and public service planning, the Specific Plan advances the City's broader goals for sustainable, connected, and inclusive growth while reinforcing Flagstaff's distinctive character as both a mountain town and a regional hub.

symmetry
COMPANIES

8601 N SCOTTSDALE RD SUITE 335 | SCOTTSDALE, AZ 85253

FLAGSTAFF UNIFIED
School District

Office of the Superintendent
Phone: (928) 527-6002
3285 East Sparrow Avenue, Flagstaff, AZ 86004

February 10, 2026

Sean Krieg
40 North Central Ave., 20th Floor
Phoenix, AZ 85004
(602) 256-4499

RE: Appreciation for STL 340 Development Plans and FUSD Capacity Commitment

Dear STL 340 Project Ownership Team,

On behalf of the Flagstaff Unified School District (FUSD), I am writing to express our sincere appreciation for the information you have shared regarding the proposed master plan for the STL 340 project.

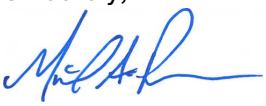
We commend your vision to introduce a diverse range of housing densities over a phased 20-year timeline. In particular, your thoughtful inclusion of single-family homes and multi-family housing units presents a robust strategy for addressing the varied housing needs of our growing community.

As you move forward with these phased developments, please consider this letter a formal indication of our support and readiness. FUSD is eager and fully well-positioned to serve the students and families who will eventually call the STL 340 project home. We have analyzed the potential impact and are confident in our ability to provide high-quality educational services to this new population across all grade levels, including elementary, middle, and high school.

We understand that a 20-year build-out requires long-term planning and adaptability. We look forward to maintaining an open line of communication with your team to ensure that our facilities and resources align perfectly with your construction phases, ensuring a seamless transition for new residents.

Thank you again for your investment in Flagstaff and for your transparency regarding the future of STL 340. We look forward to welcoming your future residents into our classrooms.

Sincerely,



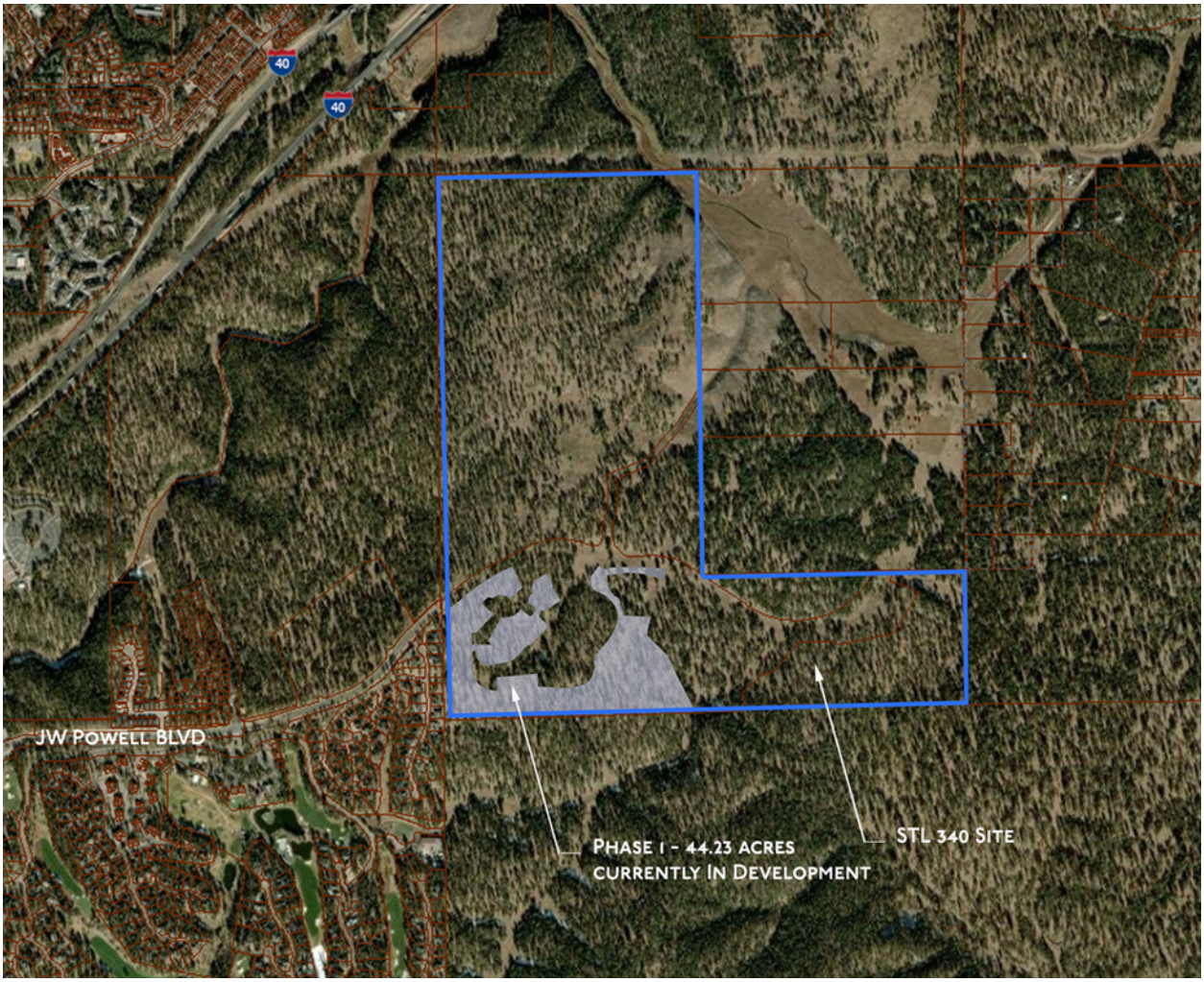
Micheal Penca
Superintendent
Flagstaff Unified School District
mpenca@fusd1.org
(928) 527-6002

Symmetry Companies – STL 340

Neighborhood Meeting Record of Proceedings

I. Project Description

This Record of Proceedings is included with the Specific Plan, Concept Zoning Map and Minor General Plan Amendment applications (collectively, the "Application") submitted by Gammage & Burnham, PLC on behalf of STL405 d/b/a Symmetry Companies ("Symmetry'), the owner and developer of approximately 405 "L-shaped" acres generally located northeast of Pine Canyon Estates along the J.W. Powell Boulevard alignment. Approximately 44.23 acres of this land are currently in development, and the remaining 360.77± acres (the "Property") may be seen on the Aerial Map, below. The approximately 405 acres are outlined in **blue**, with the 44.23± acres currently under development highlighted in the south-west corner of the Property.



Planning for the Property began in 2020 following a State Auction. Although the Property was initially envisioned as a golf-oriented community anchored by a large resort, after listening to community feedback, the project pivoted to a park and trail-focused community with commercial, mixed-use, residential, and lodge components. Now, the plan features 22 development areas, with a commercial center, high-density residential backing the collector spine road, and a lodging anchor that pivotally ties into the Arizona Trail to attract high altitude tourism-related travelers. The entire development is parks/open space and trails oriented, with trails connecting throughout the entirety

of the Property. In addition to these trails, STL340 will add several public, yet privately maintained, parks to Flagstaff.

The purpose of this Record of Proceedings is to certify that each neighborhood meeting was noticed and conducted in accordance with Flagstaff Code § 10-20.30.060 and to document Symmetry's public outreach regarding the Application.

II. Public Involvement Techniques

In accordance with § 10-20.30.060.A of the Zoning Code, Symmetry held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. The meetings were both held virtually.

Notification letters for the March 30, 2026, meeting were sent on March 11, 2026, and the notification letters for the June 4, 2026 meeting were sent on May 18, 2026. The letters were delivered via first class mail to each real property owner, property owners association, and homeowner associations within a 1,000-foot radius of the Property, and any individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City (collectively, "Affected Parties"). No letters were returned as undeliverable for either meeting. A list of the Affected Parties and a copy of this letter were previously submitted to the City as part of the Neighborhood Meeting Plan included with the Application.

In addition to the notification letters, a four-by-four-foot sign was posted at the intersection of Lone Tree Road and John Wesley Powell Boulevard for each meeting. The signs were posted in a location that is visible from the public right-of-way and listed the purpose, time, date, and URL/QR code of the neighborhood meetings. Dated photographs of these postings are enclosed with this record of proceedings as Attachment A.

A. March 30, 2026 Meeting

The meeting opened with a presentation about the evolution of the development plans and their current state. No questions were posed during this meeting. Attendees are listed below. Members of the development team are highlighted in **blue**.

Name	Join time	Leave time
Sean Krieg (Host)	**3/30/2026 17:16**	**3/30/2026 18:01**
Lindsay Schube (Presenter)	**3/30/2026 17:18**	**3/30/2026 18:01**
Hillary Turby	**3/30/2026 17:30**	**3/30/2026 18:01**
S K	**3/30/2026 17:30**	**3/30/2026 17:54**
16026166828	**3/30/2026 17:39**	**3/30/2026 17:54**
Josh Maher	3/30/2026 17:30	3/30/2026 17:54
Kim Monnin	3/30/2026 17:34	3/30/2026 17:54
Doug L	3/30/2026 17:35	3/30/2026 17:54
Janie Russo	3/30/2026 17:44	3/30/2026 17:54
Jeff Ersig	3/30/2026 17:50	3/30/2026 17:52

Following this neighborhood meeting, Symmetry received one email regarding this Application. The sender requested the information presented at the neighborhood meeting due to an inability to attend and expressed support for the proposed development of the Property. This record of proceedings will be provided to that individual.

A. June 4, 2026 Meeting

This meeting commenced at 5:30 p.m. and opened with a similar presentation about the evolution of the development plans and their current state. None of the attendees present posed any questions, allowing the meeting to proceed uninterrupted until its prompt conclusion at 6:00 p.m. Attendees are listed below. Members of the development team are highlighted in **blue**.

Name	Join time	Leave time
Sean Krieg (Host)	**6/4/2026 17:16**	**6/4/2026 17:59**
Lindsay Schube (Presenter)	**6/4/2026 17:22**	**6/4/2026 17:59**
Hillary Turby	**6/4/2026 17:22**	**6/4/2026 17:59**
S K	**6/4/2026 17:28**	**6/4/2026 17:51**
Jay Kerley	6/4/2026 17:30	6/4/2026 17:53
Jesper Arnrup	6/4/2026 17:30	6/4/2026 17:53
Chris DeSavino	6/4/2026 17:42	6/4/2026 17:53
Janie Russo	6/4/2026 17:43	6/4/2026 17:53

III. Summary of Concerns and Issues

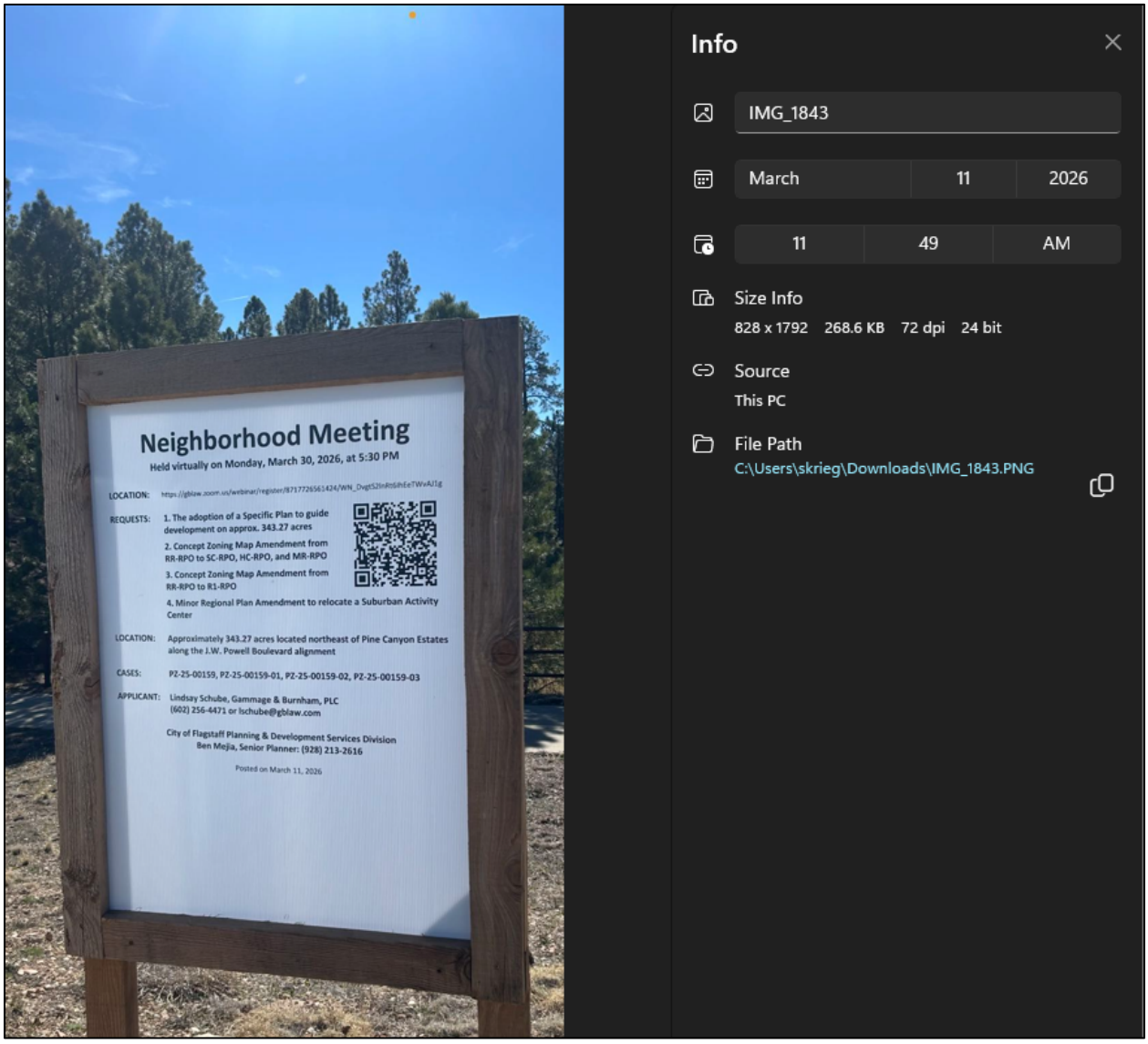
No questions were posed, so no concerns or issues were noted.

IV. Conclusion

As shown above, Symmetry did not receive any questions from attendees during either of the two neighborhood meetings, and the limited outreach received outside of the meeting reflected support towards the proposed development. Symmetry welcomes any additional questions from the City or the public regarding the Application and looks forward to further productive discussions, as needed.

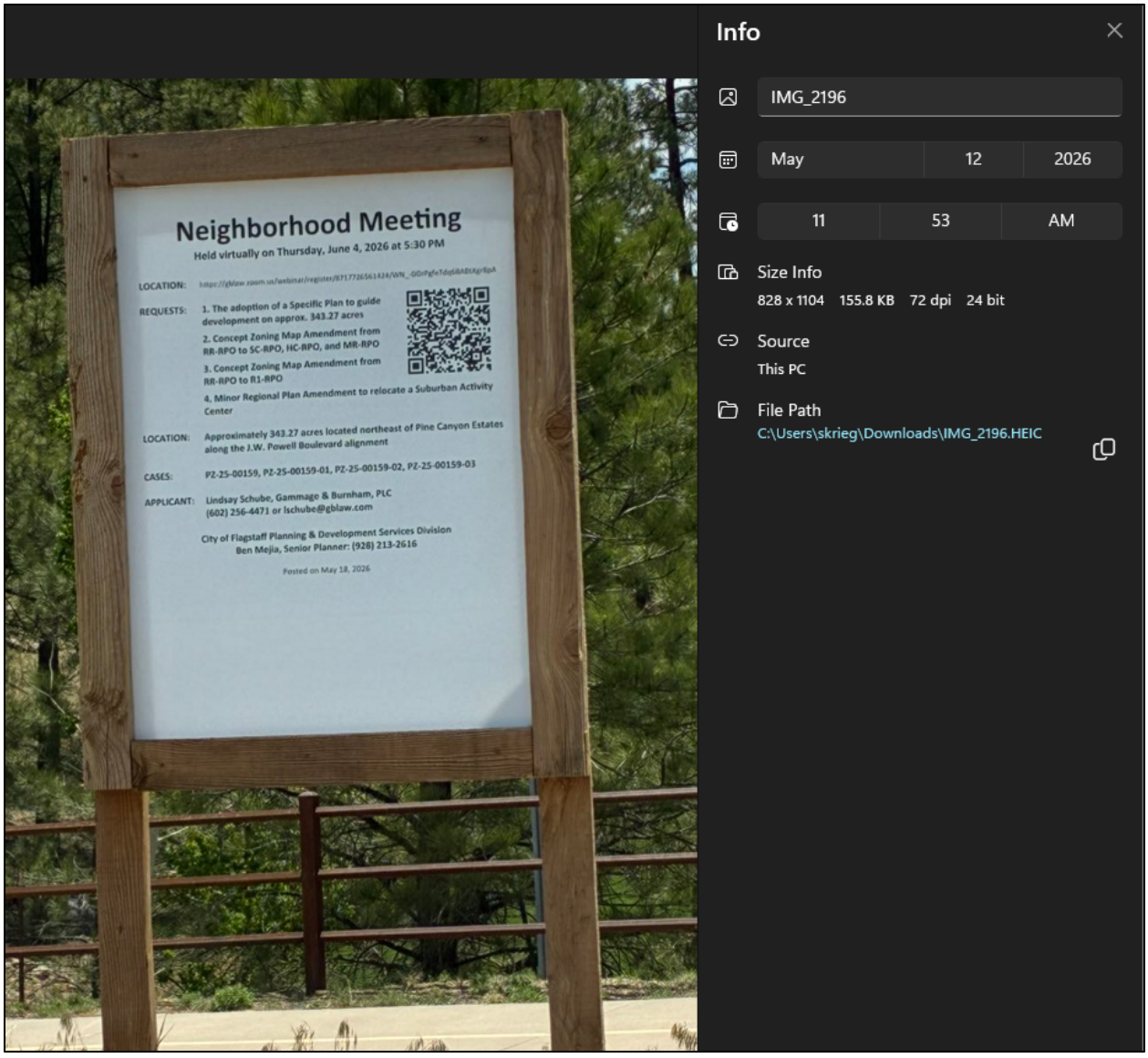
ATTACHMENT A

Sign Posting 1 of 2



ATTACHMENT A

Sign Posting 2 of 2



STL 290
Specific Plan

Alaxandra Pucciarelli
Current Planning Manager
October 28, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL 290 Specific Plan

Request

- A request for adoption of the STL 290 Specific Plan, a regulating document for approximately 290 acres of State Trust land (Certificate of Purchase No. 53-120834) located northeast of Pine Canyon Estates along the planned J.W. Powell Boulevard extension.
- The Specific Plan accompanies two concurrent Concept Zoning Map Amendment cases that propose rezoning portions of the property from Rural Residential (RR) with the Resource Protection Overlay (RPO) to a combination of Single-Family Residential (R1-RPO), Medium Density Residential (MR-RPO), Suburban Commercial (SC-RPO), and Highway Commercial (HC-RPO).

STL 290 Specific Plan

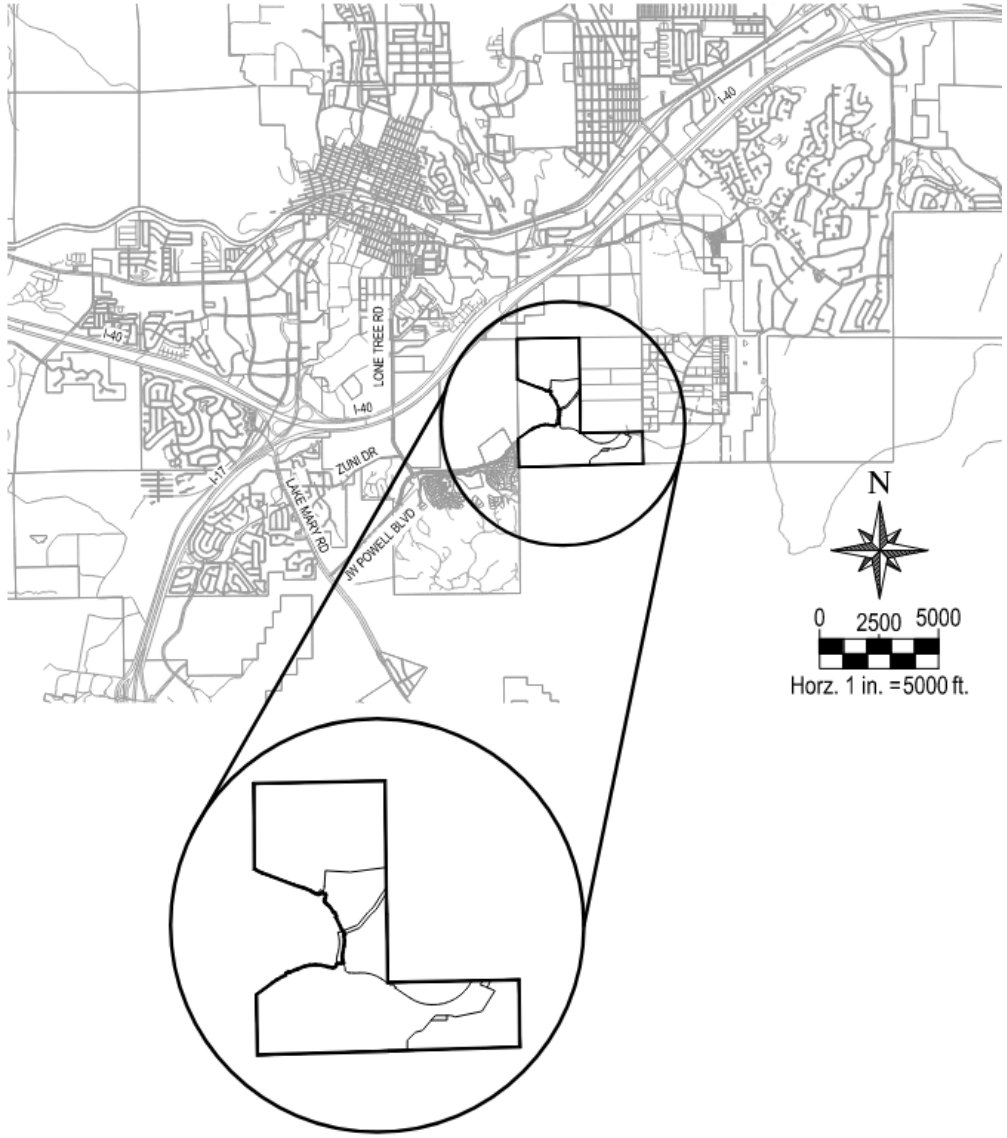
Subject Property

Existing Conditions

- The subject property is approximately 210 acres of undeveloped land.

Proposed Development

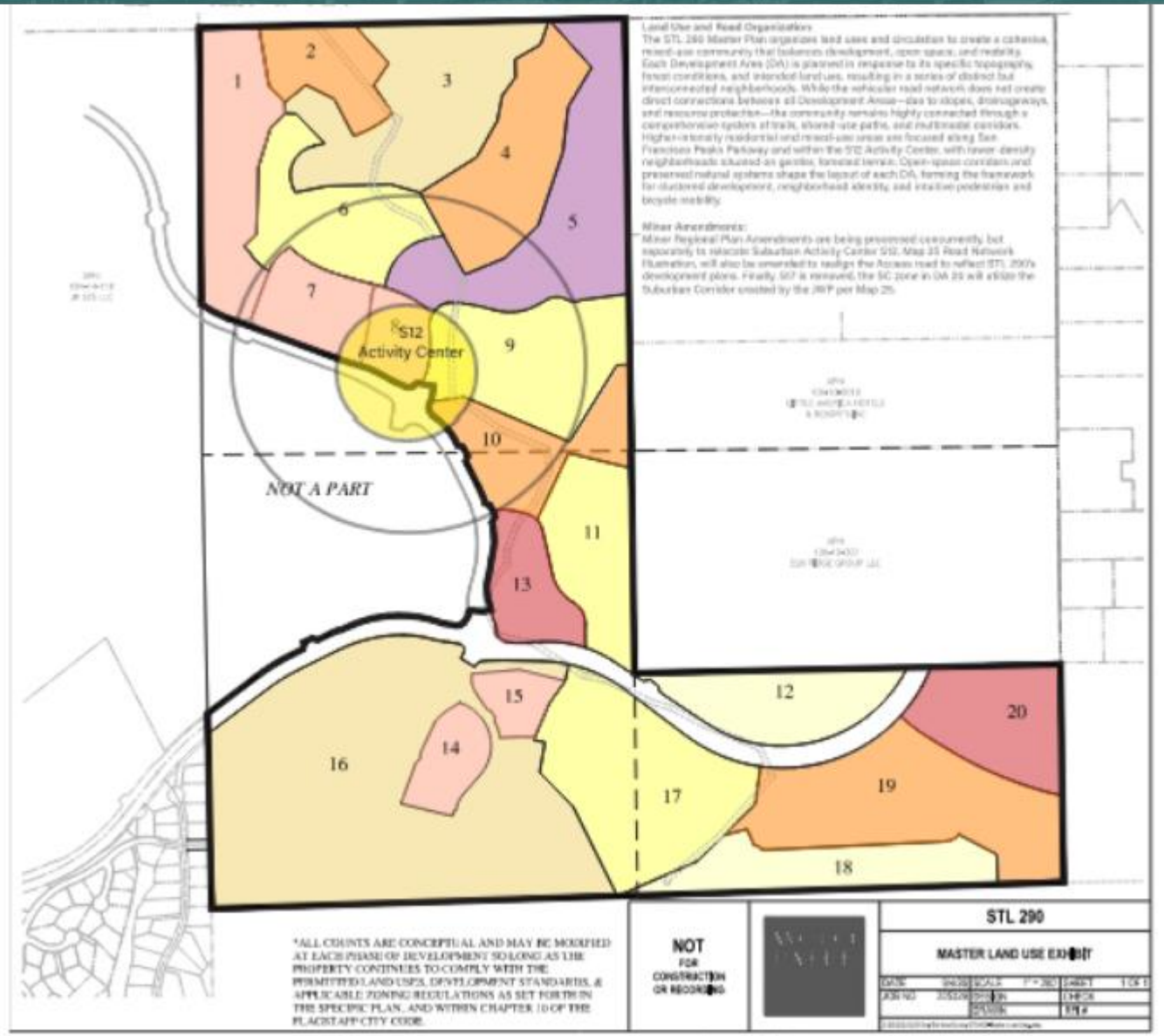
- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



STL 290 Specific Plan

Specific Plan

- Defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land.
- 20 Development Areas (DA) with proposed zoning classifications of RR, R1, MR, SC, and HC.
- Establishes designated open space, parks, and multimodal trail corridors.
- Outlines required water, sewer, drainage, and public-service infrastructure.
- Provides a phased approach for constructing roads, utilities, and amenities.



STL 290 DEVELOPMENT AREA MAP

STL 290 Specific Plan

Modifications to Density requirements

- Increases minimum density allowed in the RR zone. The Zoning Code allows a density range of 0-1 units per acre. The Specific Plan requires a density of 0.8-1 units per acre in DA 3.
- Increases minimum density allowed in the R1 zone. The Zoning Code allows a density range of 2-6 units per acre. The Specific Plan requires a density of 4-6 units per acre in DA 2, 4, 6, and 9.
- Increases minimum density allowed in the MR zone. The Zoning Code allows a density range of 6-14 units per acre. The Specific Plan requires a density of 12-14 units per acre in DA 1 and 7 and 11-14 units per acre in Development Area 8.

Land Use Permissions (Allowed Uses Table)

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in DA 16.

Modifications to Height requirements

- The maximum building height in the RR zone is 35 ft per the zoning code. The Specific Plan allows for up to 48 ft in DA 16 to allow for a viewing tower.
- The maximum building height in the R1 zone is 35 ft per the zoning code. The Specific Plan allows for up to 48 ft in DA 2, 10, and 19 and up to 60 ft in DA 4, 14, and 15.
- The maximum building height in the MR zone is 35 ft per the zoning code. The Specific Plan allows for up to 60 ft in DA 1, 7, and 8.
- The maximum building height in the HC zone is 60 feet per the zoning code. Additional height in the HC zone is permitted with a Conditional Use Permit. The Specific Plan allows for up to 5 stories / 75 ft.
- The maximum building height in the SC zone is 35 feet per the zoning code. The Specific Plan allows for up to 4 stories / 60 ft.

STL 290 Specific Plan

Modifications to Setbacks

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (DA 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

Planned Residential Development Modifications

- Applies PRD standards site-wide rather than per-phase,
- Counts open space collectively,
- Meets PRD points through community-scale amenities rather than parcel-specific features.

Block Length and Street Connectivity Standards

- The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size.
- The street network in the DA 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints.
- The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

STL 290 Specific Plan

Community Services Impact Analysis

- The Public Services Impact Analysis review, including Transportation, Water, Wastewater and Stormwater are included within the Concept Zoning Map Amendment.
- The Public Service Impact Analysis is also part of the Specific Plan requirements. The following analysis review is required as part of the Specific Plan review and analysis only.

Police and Fire

- Increase demand for police services due to added residential, commercial, and lodging uses. Traffic enforcement demands will rise due to new roadway connections.
- The Flagstaff Police Department is the serving agency, with its main station located approximately 2.9 miles from the site. Current FPD performance indicates it can absorb short-term increases in calls, supported by ongoing crime-reduction success and community-policing programs.
- Overall, STL 290 is not expected to overburden police services in the near term, but long-term growth will require continued coordination with FPD.

STL 290 Specific Plan

Police and Fire

- Located in Fire District #6 and is within response range of several stations, including Station #4 (approximately 3 miles away). Average FFD response times are within NFPA standards, suggesting existing service capacity is adequate for initial phases of development.
- Increase emergency-medical calls and wildland-urban interface (WUI) exposure due to adjacency to open space.
- Overall, STL 290 is not projected to strain fire services initially, but growth may necessitate additional staffing, equipment, or facilities to maintain service levels.

STL 290 Specific Plan

School

- Projected to generate approximately 226 students at full buildout, distributed across Kinsey, MEMS, and Flag High, all of which currently have adequate capacity due to district-wide declining enrollment trends.
- The analysis notes that STL 290's enrollment contribution may assist FUSD in stabilizing schools located in the District's southern area and may necessitate future boundary adjustments to balance utilization.
- FUSD letter (attached) expresses support for the project and affirms the District's readiness to serve future students, indicating confidence in its ability to accommodate enrollment from the development at all grade levels.

Economic Development

- Construction projected to support an average of 1,600 jobs per year in Coconino County, including 1,026 direct construction jobs. Total annual labor income from construction activity is estimated at approximately $90.7 million.
- At full buildout, the development is expected to generate roughly $6 million annually in recurring City revenue through property taxes, state-shared revenues, sales taxes, BBB taxes, and franchise fees, in addition to a one-time construction sales-tax payment of $12.3 million.
- Approximately 80,000 square feet of commercial development, generating an estimated 277 jobs, and lodging operations that are projected to produce $41 million annually in revenue.
- The residential component—approximately 785 households—is anticipated to further stimulate the local economy through household spending on goods and services.

Parks & Recreation

- Includes approximately 15 acres of publicly accessible, privately funded neighborhood-scale parks located within walking distance of most residential units.
- Internal system of multi-use trails that connects to the Arizona Trail, the J.W. Powell Boulevard trail corridor, and other existing regional routes, improving overall recreational connectivity.
- Preservation of natural open-space areas.

STL 290 Specific Plan

Findings

The Planning and Zoning Commission shall find that the proposed STL Specific Plan meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for adoption of this Plan, the goals and policies should be considered to ensure that the Plan is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

Flagstaff Regional Plan 2030 Area Type

- Classified as a Future Suburban Neighborhood
- Located within the City's Urban Growth Boundary and is intended to accommodate new suburban residential neighborhoods supported by commercial services and multimodal transportation corridors.

A Suburban Neighborhood is characterized by: *primarily residential development* at low to moderate densities; a transition between rural areas and more intense urban places; feature a connected street pattern; access to parks and open space; and local trail and sidewalk networks that support walking and biking.

Designed to function as complete, livable communities that rely on nearby activity centers and corridors for services, employment, and higher-density housing opportunities.

Flagstaff Regional Plan 2030 Place Type

- A Suburban Activity Center is a mixed-use focal point within the suburban area type. It is planned to include a combination of commercial, employment, public facilities, and higher-density residential uses organized in a compact, walkable pattern. These centers are intended to serve surrounding neighborhoods by providing daily goods and services within short travel distances. Development within an activity center typically includes smaller block patterns, pedestrian-scaled design, and multimodal access. Housing densities are highest closest to the center, with transitions to lower-density residential forms outward into the surrounding neighborhoods.

Flagstaff Regional Plan 2030 Place Type

- A Suburban Corridor is a linear area along a major roadway that accommodates a mix of land uses oriented towards both local and regional travel. These corridors are intended to support multimodal transportation—including walking, bicycling, transit, and vehicles—and are often lined with commercial, mixed-use, or medium-density residential development. The corridor framework provides structure for suburban growth by linking neighborhoods and activity centers and establishing predictable development intensity along designated transportation routes. Streetscape and access management elements are emphasized to balance mobility with place-making and safety.

Environmental Planning and Conservation

- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1 Encourage the reduction of all energy and material consumption, by concentrating development in walkable areas.
- Policy E&C.3.3. Invest in forest health and watershed protection measures, by protecting drainageways, slopes, and forest stands to reduce climate-related hazards.
- Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.
- Policies E&C.6.2, 6.3, 6.4, 6.8 by preserving forests, riparian areas, wildlife routes, and using native landscaping.

Open Space and Recreation

Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health, by using open space for non-motorized connectivity and integrating natural features into neighborhoods.

Water Resources

- Goal WR.3 Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
- Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.
- Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

Community Character

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Growth Area and Land Use

- 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.
- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

STL 290 Specific Plan

Transportation

- Goal T.1 Improve mobility and access throughout the region.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Cost of Development

- Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

STL 290 Specific Plan

Housing

- Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.
- The Specific Plan restricts the development of single-family residential housing in five areas (DA 1, 7, 8, 14, and 15).
- No Affordable Housing units are included in the proposal.

Economic Development

- Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.

STL 290 Specific Plan

Citizen Participation Plan

- The applicant held three neighborhood meetings on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.
- Specific Plans are required to have two Planning & Zoning Commission Hearings.
- Per A.R.S. Section 9-461, the proposal was submitted to required government agencies for a 60-day review and further comment on June 12, 2026.

STL 290 Specific Plan

Recommendation

- Staff recommends the Planning and Zoning Commission forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-31: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-31 by title only for the first time
2) City Clerk reads Ordinance No. 2026-31 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-31 by title only for the final time
4) City Clerk reads Ordinance No. 2026-31 by title only (if approved above)
5) Adopt Ordinance No. 2026-31.

Executive Summary:

The first rezoning applies to Development Areas 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO. These areas will accommodate between 315-721 (443 target) dwelling units.

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.
4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

Financial Impact:

There are no financial impacts from this Concept Zoning Map Amendment.

Policy Impact:
There are no policy impacts from this Concept Zoning Map Amendment.

Previous Council Decision or Community Discussion:
There have been no previous Council decisions on this item.

Options and Alternatives to Recommended Action:
The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background and History:
To implement the overall specific area plan, two rezonings are required. The first rezoning applies to Development Areas 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO. These areas will accommodate between 315-721 (443 target) dwelling units. There is also a second rezoning request to rezone 72.14 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

The Specific Plan identifies a possible range of housing types. The applicant defines "Missing Middle Type 1" as single family homes, duplex, triplex, or townhome product types. Single-family detached and single-family attached product types are allowed and encouraged within this classification. This housing type is identified in development areas 6, 9, 11, 17, and 19.

The applicant also defines "Missing Middle Type 2" as duplex, triplex, fourplex, townhome, multiplex or condo product types. Single-family attached and multi-family product types are most suitable within this classification, but any permitted use in the R1 zone may be applied within these areas. This housing type is identified in development areas 2, 4, 10, 14, 15, and 19.

The applicant states that all allowed residential uses in the R1 zone are permitted, except the Specific Plan prohibits one unit residential development in DA 14 and 15. Commercial uses are limited to Outdoor Public Uses.

Development areas 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre), but development areas 2, 4, 6, and 9 are required by the Specific plan to have between 4-6 units per acre. Development areas 4, 6, 9, and 10 are located within the pedestrian shed of the S12 Activity Center and will contribute to the minimum required average density of 6 units per acre.

The development of the area will be in phases and the R1 zoned development areas are part of various phases. Development areas 14 and 15 are part of phase 1. Development areas 4, 6, 9, 10, and 11 are to be developed in phase 3, and development area 2 is part of phase 4. Phase 5 will include development areas 17 and 19.

The applicant states that within the R1 neighborhoods, the trail network provides direct access to pocket parks, play areas, and shared open spaces, encouraging daily recreation and social interaction. These amenities foster community life and support mental and physical well-being, offering residents convenient opportunities to experience nature just steps from home.

The applicant has identified the residential architectural character of the R1-zoned neighborhoods as a modern mountain style. The architecture will use natural materials such as wood, stone, and metal, paired with simple forms and sloped rooflines. Single-family detached homes will reflect a contemporary mountain aesthetic, characterized by gabled or shed-style roofs with generous overhangs, large windows that frame forest views, and muted, earth-tone color palettes that blend with the surroundings. Homes will incorporate native landscaping. Other "Missing Middle" housing types, including duplexes, triplex, fourplex, townhomes, and condominium buildings, will extend this same architectural language to more compact configurations. These structures will feature repeating but varied façades to avoid monotony, front porches and balconies to activate streetscapes, and pedestrian-friendly designs that encourage social interaction. Rooflines and

building masses will be broken into smaller elements.

Connection to PBB Priorities and Objectives:
Support and strengthen a robust, diverse, and sustainable economy.

Connection to Regional Plan:
The attached staff report has identified relevant Regional Plan Goals and Policies that could be applied to each part of the proposed Minor Regional Plan Amendment.

Connection to Carbon Neutrality Plan:
DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
HF-1: Protect existing forests, resources, and meaningful open spaces.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.
Protect 2.2: Encourage diversity of housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

Attachments:
11/17 Presentation
Ord. 2026-31
Ex. A - Legal Description
Ex. B - Zoning Map
Ex. C - Building Footprints & Parking
Staff Report
Application
Site & Area Analysis
Concept NRPP
TIA Conditions of Approval
Presentation

STL 290 Minor Regional Plan Amendment, Specific Plan, & Zoning Map Amendments

Alaxandra Pucciarelli
Current Planning Manager
November 17, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL 290

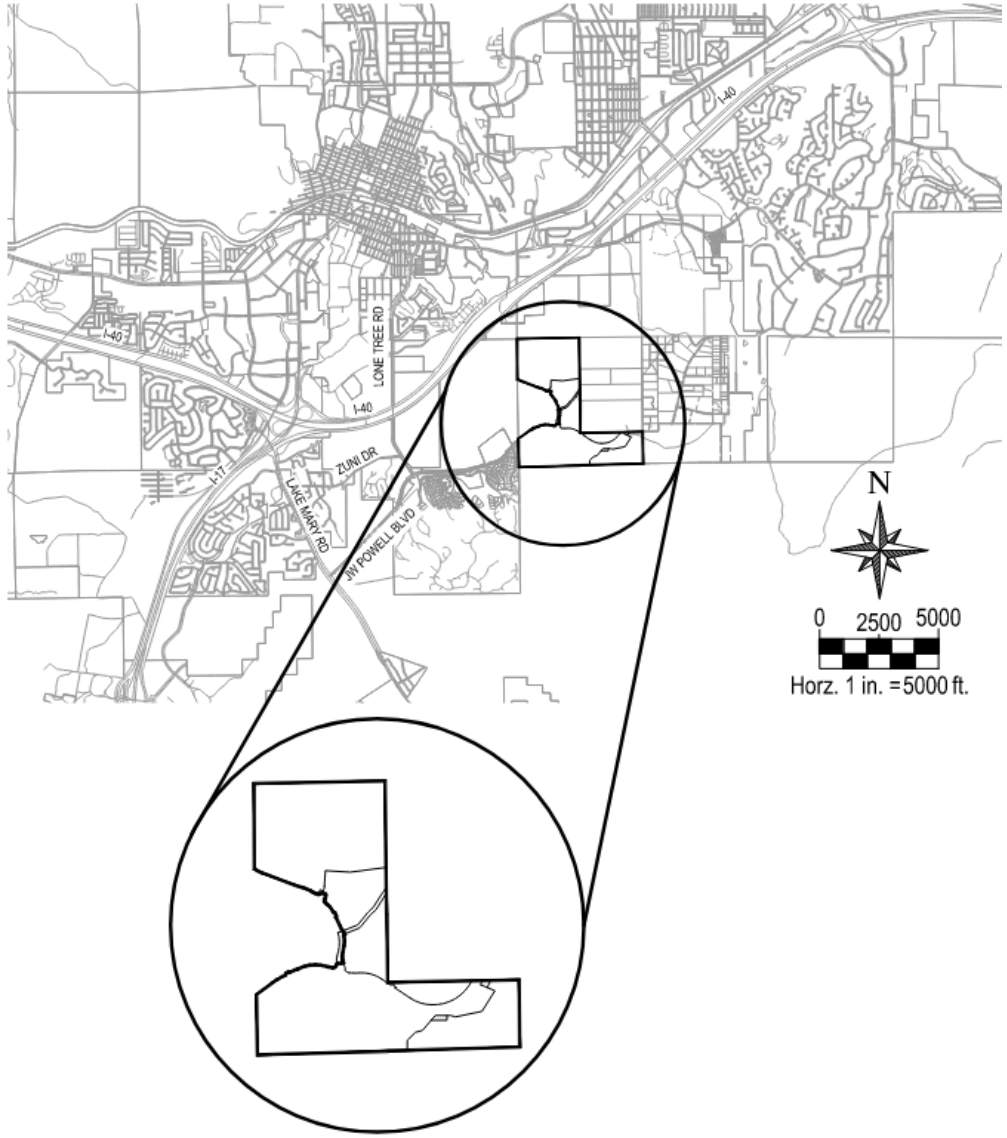
Subject Property

Existing Conditions

- The subject property is approximately 290 acres of undeveloped land.

Proposed Development

- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



STL 290 – Minor RP Amendment

Application 1:

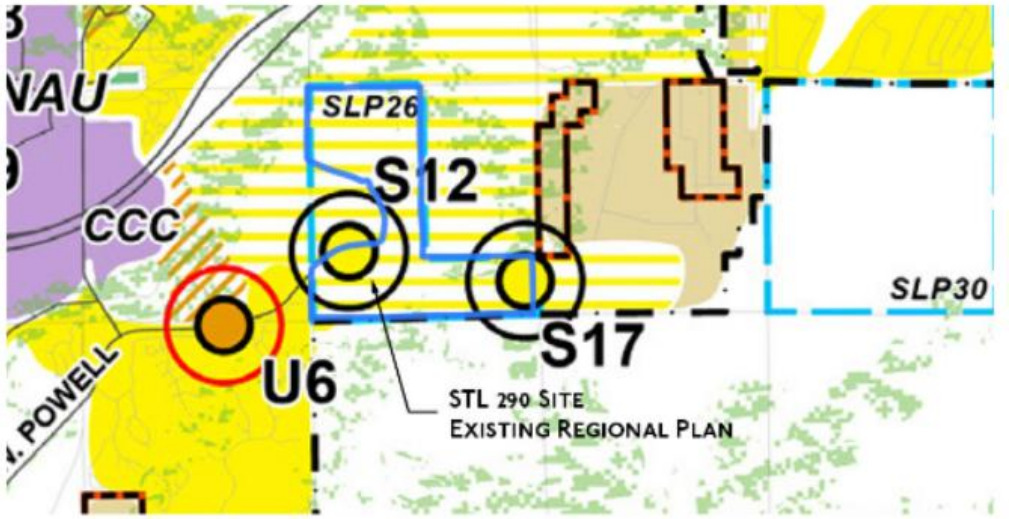
A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Symmetry Companies,

1. move the center point of activity center S12 north on Maps 21, 22, and 24;
2. remove activity center S17 on Maps 21, 22, and 24;
3. realign the road network to follow the John Wesley Powell Boulevard extension.

STL 290 – Minor RP Amendment

Relocate future suburban activity center S12

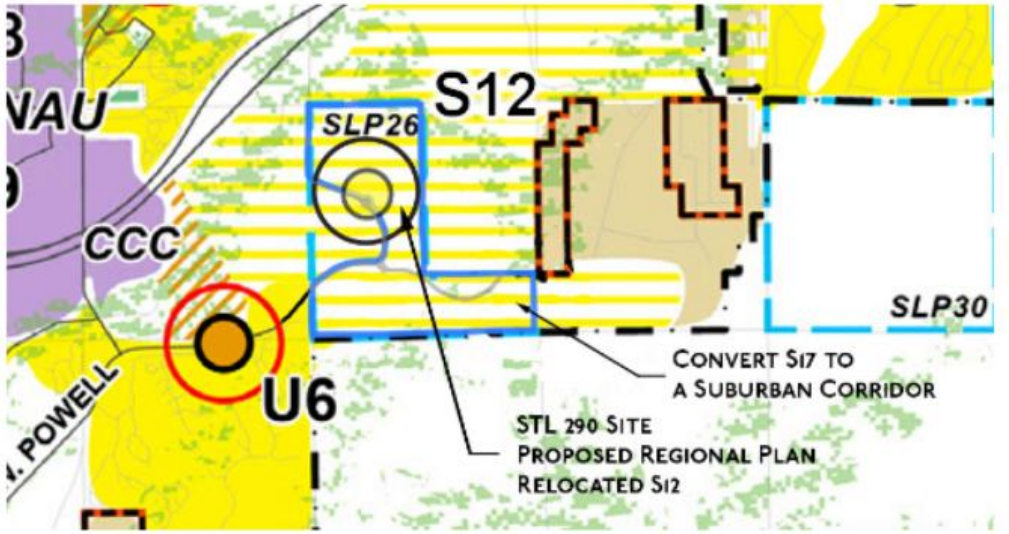
- Move to the north near the proposed development of a travel accommodation use, referred to by the applicant as “the Lodge.”
- Along a proposed collector roadway.



EXISTING REGIONAL PLAN MAP

Remove future suburban activity center S17

- The applicant states the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.



PROPOSED REGIONAL PLAN MAP

STL 290 – Minor RP Amendment

Relocate S12

- Suburban Activity Centers have a pattern of commercial uses as the primary anchor with supporting residential around it.
- The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

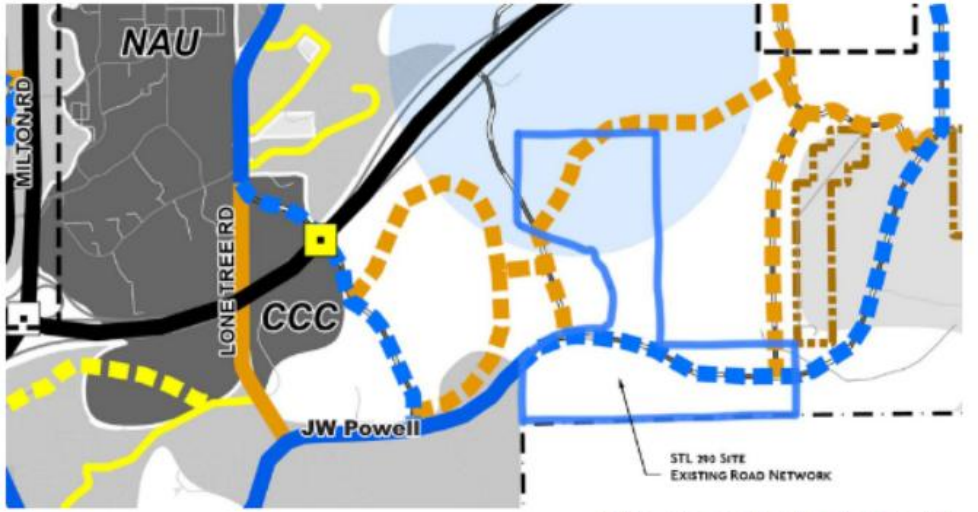
Delete S17

- The removal of an activity center would push intensity and density along the corridor rather than cluster it around an activity center.

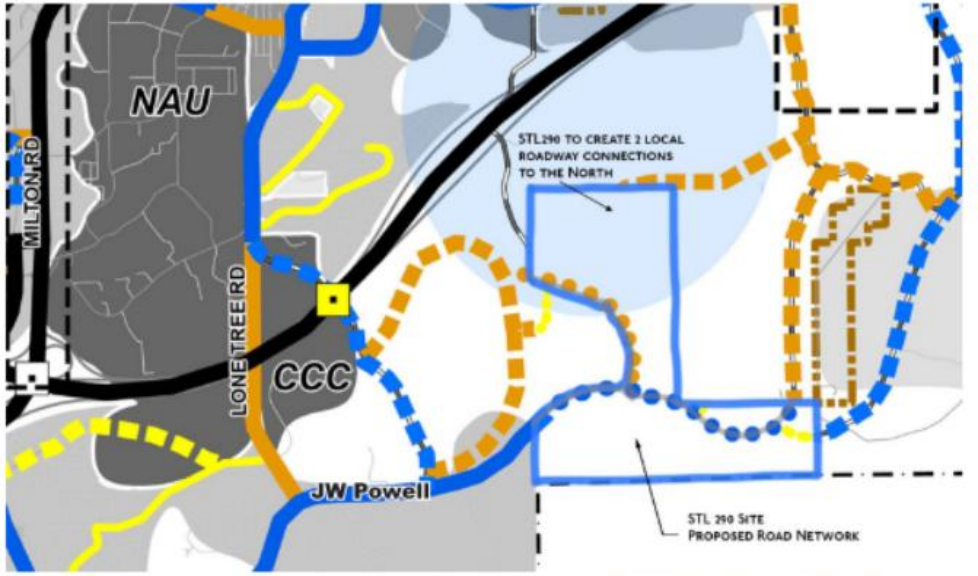
STL 290 – Minor RP Amendment

Amend Map 25, the Road Network Illustration

- Align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway.
- The amendment changes the east portion of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.



EXISTING ROAD NETWORK MAP



PROPOSED ROAD NETWORK MAP

STL 290 – Minor RP Amendment

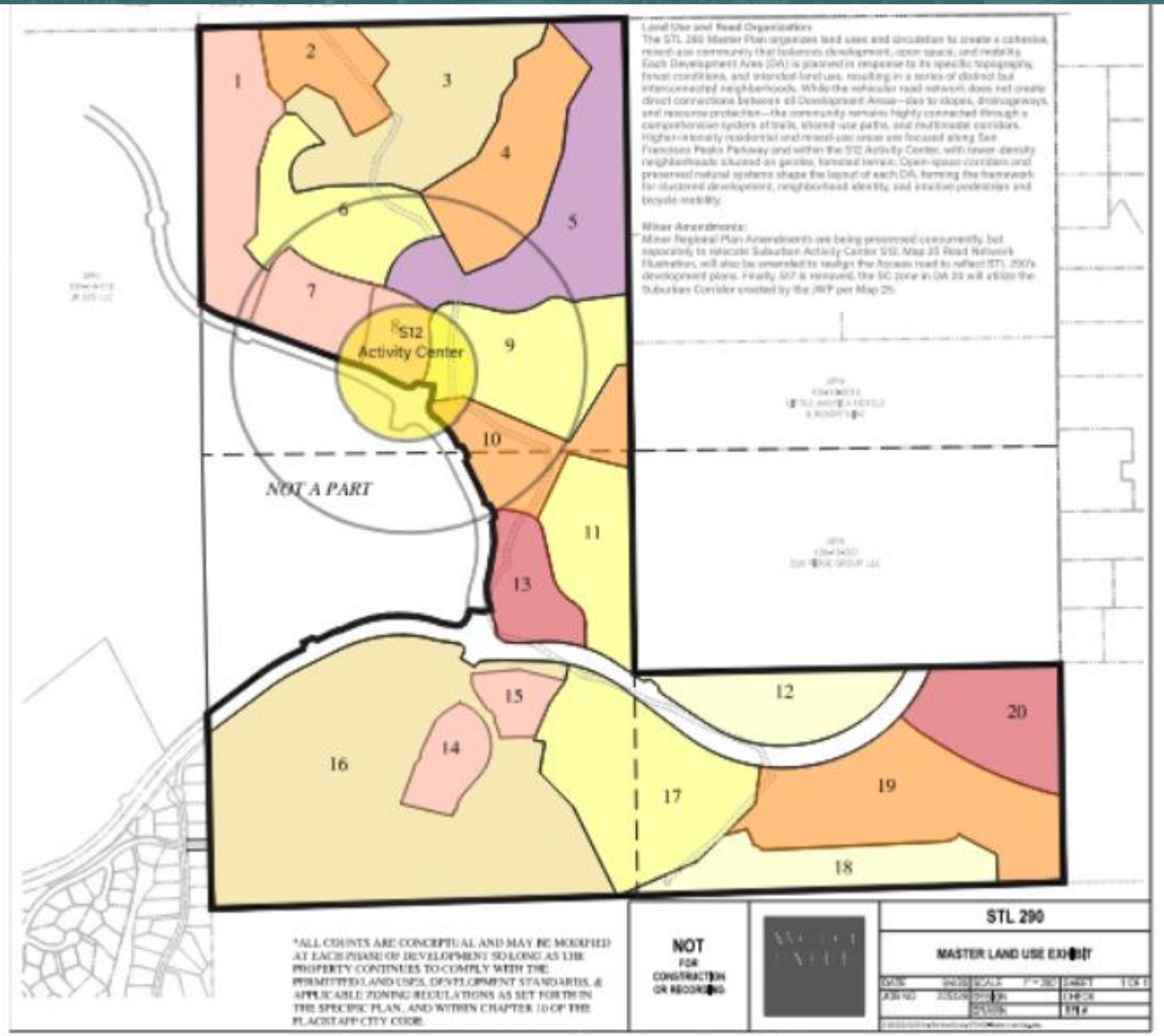
Amend Map 25

- Area to the north is mapped as “Identify Road Network Solutions through Future Study.”
- Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.
- Aligns the Map with the current JW Powell road alignment.
- A Suburban Corridor “serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street.”

STL 290 – Specific Plan

Application 2: Specific Plan

- Defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land.
- 20 Development Areas (DA) with proposed zoning classifications of RR, R1, MR, SC, and HC.
- Establishes designated open space, parks, and multimodal trail corridors.
- Outlines required water, sewer, drainage, and public-service infrastructure.
- Provides a phased approach for constructing roads, utilities, and amenities.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Specific Plan Modifications

Modifications to Density requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
3	RR	No min 1 unit/acre max	0.8 unit/acre min 1 unit/acre max
2, 4, 6, 9	R1	2 unit/acre min 6 unit/acre max	4 unit/acre min 6 unit/acre max
1, 7	MR	6 unit/acre min 14 unit/acre max	12 unit/acre min 14 unit/acre max
8	MR	6 unit/acre min 14 unit/acre max	11 unit/acre min 14 unit/acre max

STL 290 – Specific Plan Modifications

Land Use Permissions (Allowed Uses Table)

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in DA 16.

Planned Residential Development Modifications

- Applies PRD standards site-wide rather than per-phase,
- Counts open space collectively,
- Meets PRD points through community-scale amenities rather than parcel-specific features.

STL 290 – Specific Plan Modifications

Modifications to Height requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
2, 10, 19	R1	35 feet	48 feet
4, 14, 15	R1	35 feet	60 feet
1, 7, 8	MR	35 feet	60 feet
5	HC	60 feet	75 feet
13, 20	SC	35 feet	60 feet

STL 290 – Specific Plan Modifications

Modifications to Setbacks

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (DA 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

STL 290 – Specific Plan Modifications

Block Length and Street Connectivity Standards

- The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size.
- The street network in the DA 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints.
- The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

STL 290

Housing

- Proposed target of 785 dwelling units.
- Entitlements allow a range of 605 – 1,312 dwelling units.
- The Specific Plan restricts the development of single-family residential housing in five areas (DA 1, 7, 8, 14, and 15).
- No Affordable Housing units are included in the proposal.
- No restrictions on Short Term Rentals

STL 290 – Concept Rezone to R1

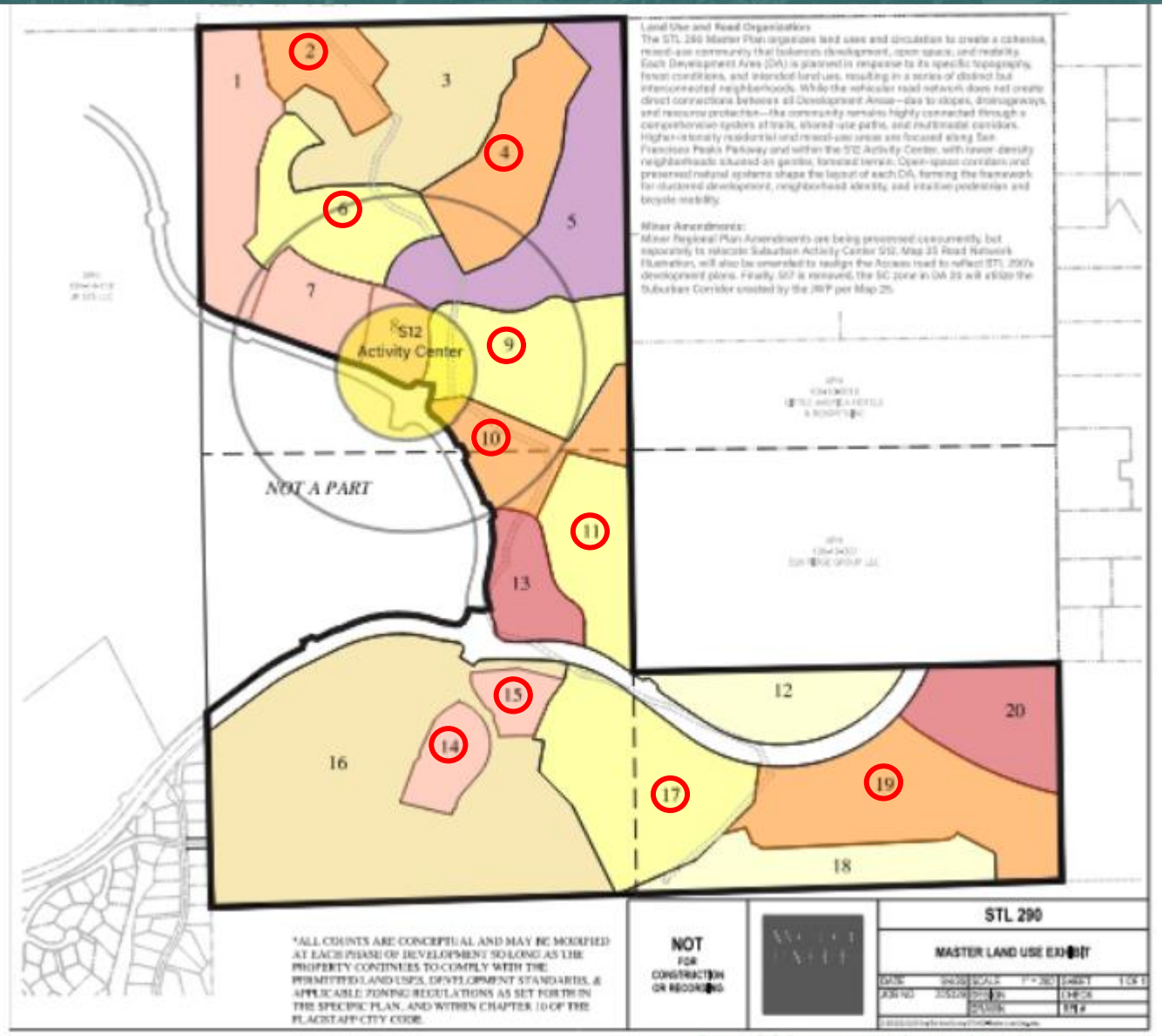
Application 3:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO.

STL 290 – Concept Rezone to R1

Development Areas (DA)

- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO.
- These areas will accommodate between 315-721 (443 target) dwelling units.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to R1

Density

- DA 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre).
- The Specific plan requires DA 2, 4, 6, and 9 to have between 4-6 units per acre.
- DA 4, 6, 9, and 10 are located within the S12 Activity Center pedestrian shed and contribute to the minimum required average density of 6 units per acre.

Allowed Uses

- All DA are allowed to develop the permitted residential uses in the R1 zone.
- DA 14 and 15: One Unit Residential Development is prohibited.
- All DA are allowed to develop Outdoor Public Uses under Commercial Uses.

STL 290 – Concept Rezone to SC, HC, MR

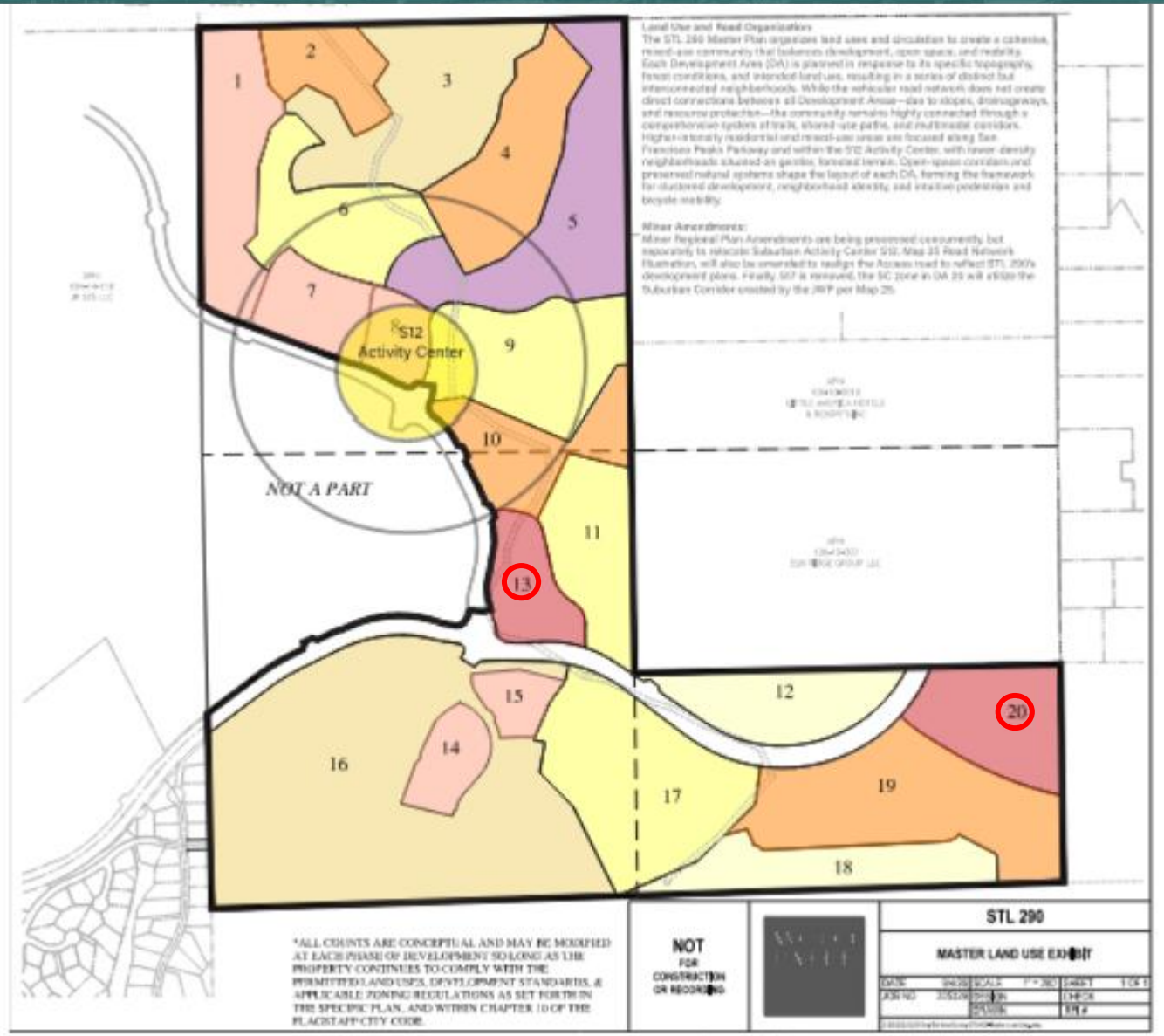
Application 4:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

STL 290 – Concept Rezone to SC, HC, MR

Development Areas (DA)

- Rezone two DA (13 and 20) to the SC zone.
- DA 13 is referred to in the Specific Plan as the “Commercial Village”



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Allowed Uses in DA 13 and 20

- Primary Use: General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.
- Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit).
- DA 20 also allows the following primary uses: Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums.
- All Residential uses allowed in the SC zone.

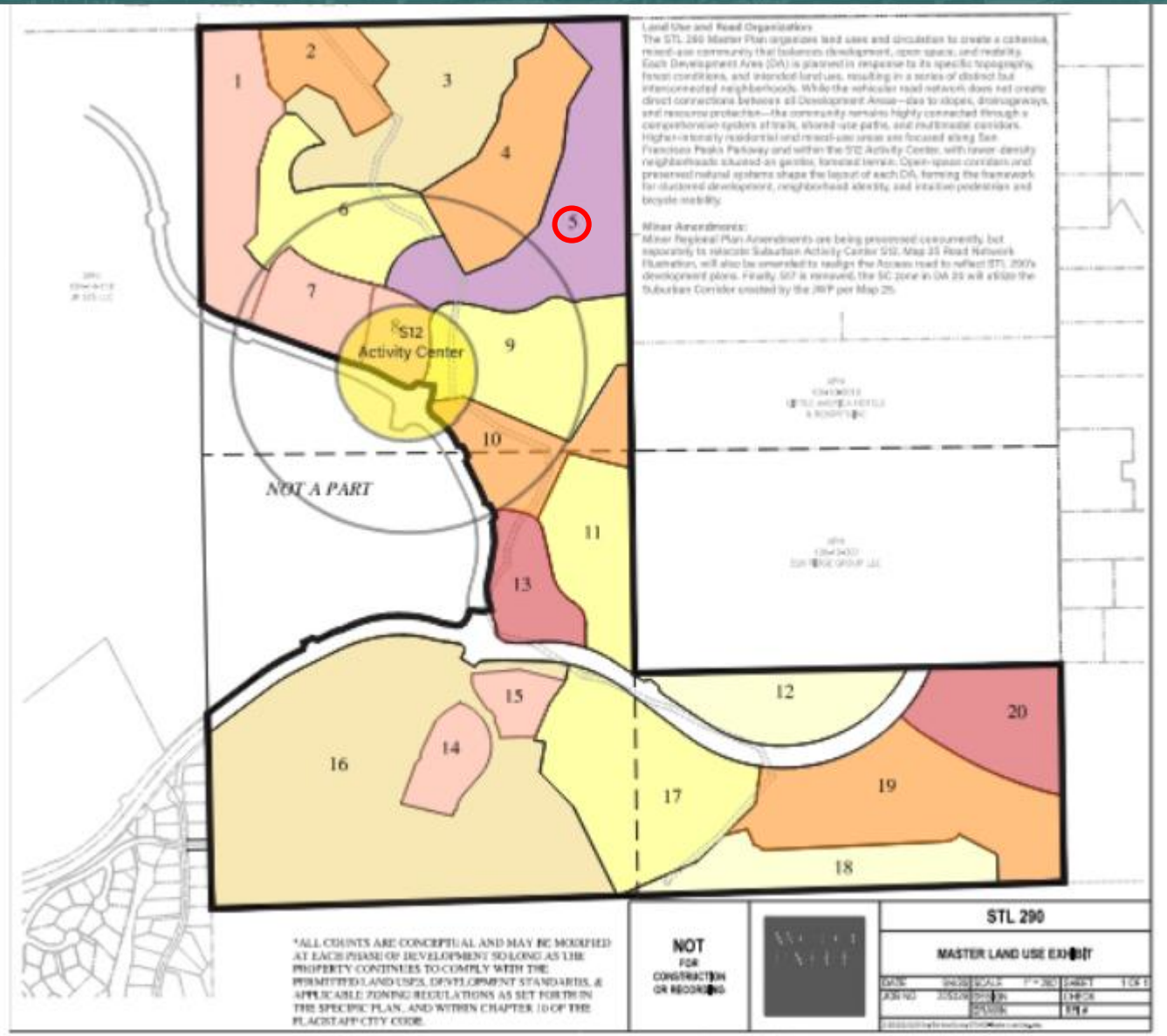
STL 290 – Concept Rezone to SC, HC, MR

Development Areas

- Rezone DA 5 to the HC zone.

Allowed Uses in DA 5

- Primary Use: Travel Accommodations.
- Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Development Areas

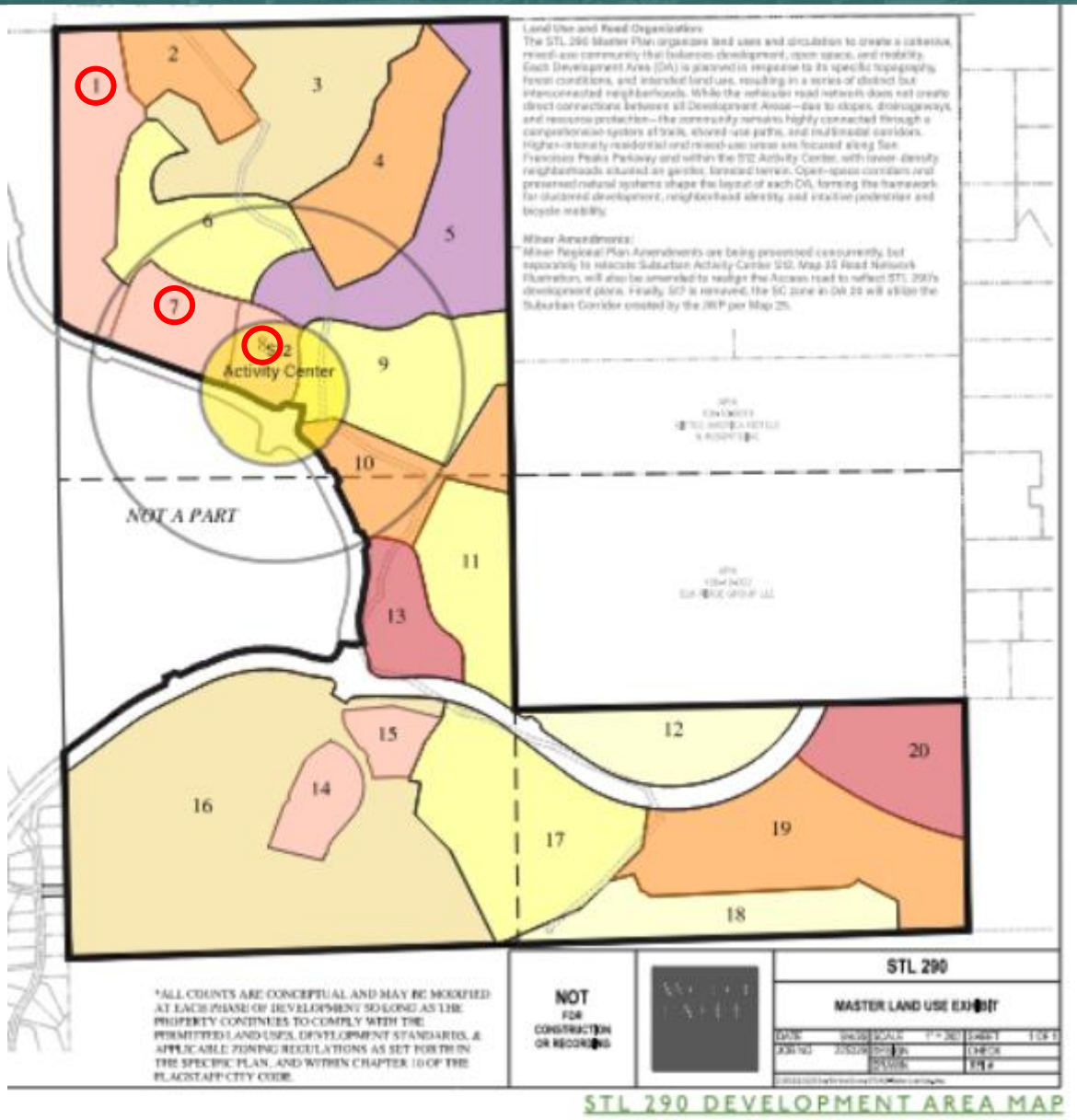
- Rezone DA 1, 7, and 8 to the MR zone.

Allowed Uses in DA 1, 7 and 8

- All residential uses in the MR zone, except One Unit Residential Development is prohibited.
- Outdoor Public Uses is the only allowed commercial use.

Density

- Target 296 dwelling units (280 – 333 dwelling units are allowed).



STL 290 DEVELOPMENT AREA MAP

Entitlements Granted

The entitlements granted by these applications are as follows:

- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

Citizen Participation Plan

- The applicant held three neighborhood meetings for the four applications.
- These meetings were held on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.
- Specific Plans are required to have two Planning & Zoning Commission Hearings.
- Per A.R.S. Section 9-461, the proposal was submitted to required government agencies for a 60-day review and further comment on June 12, 2026.

Findings

- The Planning and Zoning Commission shall find that each request is consistent with and in conformance with the goals and policies of the General Plan.
- The Zoning Map Amendments must also be found to be:
  - Consistent with any applicable specific plans,
  - Provide Community Benefits and Public Good, and
  - The affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STL 290 – Minor RP Amendment

Application 1 Recommendation

- The Planning and Zoning Commission voted (4-0) to forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Specific Plan

Application 2 Recommendation:

- The Planning and Zoning Commission voted (3-1) to forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Concept Rezone to R1

Application 3 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to R1

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

STL 290 – Concept Rezone to SC, HC, MR

Application 4 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to SC, HC, MR

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

ORDINANCE NO. 2026-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 139 ACRES OF REAL PROPERTY GENERALLY LOCATED NORTHEAST OF THE PINE CANYON DEVELOPMENT FROM RURAL RESIDENTIAL WITH THE RESOURCE PROTECTION OVERLAY TO SINGLE FAMILY RESIDENTIAL WITH THE RESOURCE PROTECTION OVERLAY WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Symmetry Companies ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 139 acres of real property located within the City of Flagstaff, a legal description of which is provided in Exhibit "A" attached hereto and incorporated by this reference ("the Property"), from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO for purposes of developing a residential subdivision with 315 - 721 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted three neighborhood meetings on March 30, June 4, and September 10, 2026 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on October 28, and November 12, 2026, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Concept Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff report prepared by the Current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Rural Residential (RR) zone in the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone in the RPO as set forth in “Exhibit B”, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2026-58 on December 1, 2026 and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant’s satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document, attached hereto as Exhibit “C”.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.
4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A - Legal Description
Exhibit B - Zoning Map
Exhibit C - Building Footprints & Parking Areas

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

LEGAL DESCRIPTION
STL 340
Proposed R1-RPO Zoning

Parcels of land lying within Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

PROPOSED R1-RPO ZONING AREA R1-A (NORTH)

COMMENCING at the northwest corner of said Section 26, a Bureau of Land Management (BLM) brass cap stamped 1970, from which the north quarter corner of said section, a brass cap stamped LS 4321 ARENCO 1974, bears North 88°47'22" East, (basis of bearing), a distance of 2609.94 feet;
THENCE along the north line of said section, North 88°47'22" East, a distance of 363.04 feet, to the **POINT OF BEGINNING**;
THENCE continuing North 88°47'22" East, a distance of 582.53 feet;
THENCE leaving said north line, South 41°59'03" East, a distance of 320.43 feet;
THENCE South 33°26'39" West, a distance of 166.47 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 544.66 feet, concave southwesterly, whose radius bears South 52°59'58" West, through a central angle of 02°47'49", a distance of 26.59 feet, to the curves end;
THENCE South 34°12'13" East, a distance of 179.65 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the right, having a radius of 755.73 feet, concave northwesterly, whose radius bears North 40°17'52" West, through a central angle of 21°01'13", a distance of 277.26 feet, to a point of intersection with a non-tangent line;
THENCE North 27°34'21" West, a distance of 255.18 feet;
THENCE North 63°25'56" West, a distance of 193.71 feet;
THENCE South 50°40'52" West, a distance of 169.24 feet, to a point hereby designated as Point "A" for future reference in this description;
THENCE North 44°38'24" West, a distance of 136.97 feet;
THENCE North 09°47'21" West, a distance of 374.34 feet, to the **POINT OF BEGINNING**.

Containing 343,887 square feet or 7.8946 acres, more or less.

TOGETHER WITH

PROPOSED R1-RPO ZONING AREA R1-A (SOUTH)

COMMENCING at said Point "A";
THENCE South 02°18'46" East, a distance of 67.43 feet, to the **POINT OF BEGINNING**;
THENCE South 86°42'03" East, a distance of 67.78 feet;
THENCE South 43°59'52" East, a distance of 251.16 feet;
THENCE South 76°36'08" West, a distance of 69.06 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the left, having a radius of 182.37 feet, concave southeasterly, whose radius bears South 12°03'49" East, through a central angle of 102°13'52", a distance of 325.40 feet, to a point of intersection with a non-tangent line;
THENCE South 23°04'56" East, a distance of 34.08 feet;
THENCE North 78°48'32" East, a distance of 201.56 feet;
THENCE North 88°33'06" East, a distance of 389.13 feet;
THENCE South 74°11'27" East, a distance of 186.93 feet;
THENCE North 57°53'27" East, a distance of 410.42 feet;
THENCE North 29°23'02" East, a distance of 258.18 feet;
THENCE North 11°01'22" East, a distance of 154.72 feet;
THENCE North 35°51'12" East, a distance of 139.60 feet;
THENCE North 01°27'19" West, a distance of 109.72 feet;
THENCE North 60°03'34" East, a distance of 180.24 feet;
THENCE North 19°17'17" East, a distance of 159.83 feet, to the north line of said section;
THENCE leaving said north line, South 41°54'21" East, a distance of 390.85 feet;
THENCE South 30°50'14" West, a distance of 281.92 feet;
THENCE South 06°45'07" West, a distance of 280.71 feet;
THENCE South 18°36'03" West, a distance of 473.27 feet;
THENCE South 45°55'37" West, a distance of 286.68 feet;
THENCE South 67°29'26" West, a distance of 264.13 feet;
THENCE North 28°39'38" West, a distance of 273.60 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the right, having a radius of 432.83 feet, concave northerly, whose radius bears North 17°17'52" West, through a central angle of 10°01'15", a distance of 75.70 feet, to the beginning of a reverse curve;
THENCE southwesterly along said reverse curve to the left, having a radius of 319.44 feet, concave southeasterly, through a central angle of 65°37'42", a distance of 365.89 feet, to the curves end;
THENCE South 17°05'41" West, a distance of 82.06 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the left, having a radius of 1206.68 feet, concave southerly, whose radius bears South 17°05'41" West, through a central angle of 02°51'23", a distance of 60.16 feet;
THENCE continue, westerly along said curve, having a radius of 1206.68 feet, through a central angle of 00°52'23", a distance of 18.39 feet, to the beginning of a reverse curve;

THENCE westerly along said reverse curve to the right, having a radius of 2778.69 feet, concave northerly, through a central angle of 05°32'10", a distance of 268.48 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the right, having a radius of 645.20 feet, concave northeasterly, through a central angle of 21°37'25", a distance of 243.50 feet, to the curves end;
THENCE North 49°28'31" West, a distance of 49.56 feet;
THENCE South 52°51'35" West, a distance of 51.44 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the left, having a radius of 250.98 feet, concave southeasterly, whose radius bears South 37°10'23" East, through a central angle of 33°55'14", a distance of 148.59 feet, to a point of intersection with a non-tangent line;
THENCE North 51°48'46" West, a distance of 83.93 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 152.03 feet, concave northeasterly, through a central angle of 23°57'49", a distance of 63.59 feet, to the beginning of a reverse curve;
THENCE northwesterly along said reverse curve to the left, having a radius of 155.31 feet, concave southwesterly, through a central angle of 25°46'10", a distance of 69.85 feet, to a point of intersection with a non-tangent line;
THENCE North 45°47'32" East, a distance of 107.48 feet;
THENCE North 01°19'28" East, a distance of 408.39 feet;
THENCE North 17°16'51" East, a distance of 251.64 feet;
THENCE North 44°34'18" East, a distance of 130.30 feet, to the **POINT OF BEGINNING**.

Containing 1,315,300 square feet or 30.1951 acres, more or less.

TOGETHER WITH

PROPOSED R1-RPO ZONING AREA R1-B

COMMENCING at the northwest corner of said Section 26, a Bureau of Land Management (BLM) brass cap stamped 1970, from which the north quarter corner of said section, a brass cap stamped LS 4321 ARENCO 1974, bears North 88°47'22" East, (basis of bearing), a distance of 2609.94 feet;
THENCE along the north line of said section, North 88°47'22" East, a distance of 2609.94 feet, to the north quarter corner of said section;
THENCE leaving said north line, along the north-south mid-section line of said section, South 00°49'22" East, a distance of 1688.41 feet, to the **POINT OF BEGINNING**;
THENCE continuing South 00°49'22" East, a distance of 962.73 feet to the center of said section;
THENCE continuing South 00°47'55" East, a distance of 1362.91 feet, to a point hereby designated as Point "B" for future reference in this description;
THENCE leaving said mid-section line, South 33°41'21" West, a distance of 10.65 feet;
THENCE North 56°18'39" West, a distance of 146.23 feet, to the beginning of a curve;

THENCE northwesterly along said curve to the left, having a radius of 720.99 feet, concave southwesterly, through a central angle of 15°18'15", a distance of 192.58 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the right, having a radius of 2192.00 feet, concave easterly, whose radius bears North 87°42'59" East, through a central angle of 03°48'36", a distance of 145.76 feet, to the beginning of a reverse curve;
THENCE northwesterly along said reverse curve to the left, having a radius of 146.62 feet, concave southwesterly, through a central angle of 62°05'21", a distance of 158.88 feet, to the beginning of a reverse curve;
THENCE northwesterly along said reverse curve to the right, having a radius of 263.06 feet, concave northeasterly, through a central angle of 49°05'00", a distance of 225.36 feet, to the beginning of a reverse curve;
THENCE northerly along said reverse curve to the left, having a radius of 6441.75 feet, concave westerly, through a central angle of 02°27'08", a distance of 275.70 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the left, having a radius of 136.19 feet, concave southwesterly, through a central angle of 63°21'57", a distance of 150.62 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the left, having a radius of 5117752.63 feet, concave southerly, through a central angle of 00°00'03", a distance of 83.11 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the left, having a radius of 250.48 feet, concave southerly, through a central angle of 27°59'17", a distance of 122.35 feet, to a point of intersection with a non-tangent line;
THENCE North 23°34'35" West, a distance of 31.26 feet;
THENCE North 61°25'21" West, a distance of 36.41 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said non-tangent curve to the left, having a radius of 770.99 feet, concave southwesterly, whose radius bears South 70°54'16" West, through a central angle of 07°23'43", a distance of 99.51 feet, to the curves end;
THENCE North 26°29'27" West, a distance of 183.69 feet;
THENCE North 18°30'33" East, a distance of 35.36 feet;
THENCE North 26°43'08" West, a distance of 61.00 feet;
THENCE North 72°26'55" West, a distance of 34.44 feet;
THENCE North 26°29'27" West, a distance of 26.45 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the left, having a radius of 365.92 feet, concave southwesterly, through a central angle of 16°24'25", a distance of 104.78 feet, to the curves end;
THENCE North 42°53'52" West, a distance of 42.70 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the left, having a radius of 102.00 feet, concave southwesterly, through a central angle of 13°27'57", a distance of 23.97 feet, to the curves end;
THENCE North 56°21'49" West, a distance of 20.93 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 111.00 feet, concave northeasterly, through a central angle of 28°31'34", a distance of 55.26 feet, to the beginning of a compound curve;

THENCE northerly along said compound curve to the right, having a radius of 50.00 feet, concave easterly, through a central angle of 49°39'41", a distance of 43.34 feet, to the curves end;
THENCE North 21°49'26" East, a distance of 16.04 feet, to the beginning of a curve;
THENCE northerly along said curve to the left, having a radius of 269.00 feet, concave westerly, through a central angle of 04°57'41", a distance of 23.29 feet, to the beginning of a compound curve;
THENCE northerly along said compound curve to the left, having a radius of 202.00 feet, concave westerly, through a central angle of 13°08'46", a distance of 46.35 feet, to the curves end;
THENCE North 03°42'58" East, a distance of 24.70 feet, to the beginning of a curve;
THENCE northerly along said curve to the right, having a radius of 198.00 feet, concave easterly, through a central angle of 01°44'27", a distance of 6.02 feet, to a point of intersection with a non-tangent line;
THENCE North 78°20'03" West, a distance of 75.35 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 378.17 feet, concave westerly, whose radius bears North 59°09'51" West, through a central angle of 29°34'44", a distance of 195.23 feet, to the beginning of a compound curve;
THENCE northerly along said compound curve to the left, having a radius of 2056.53 feet, concave westerly, through a central angle of 04°38'11", a distance of 166.42 feet, to the beginning of a reverse curve;
THENCE northeasterly along said reverse curve to the right, having a radius of 138.47 feet, concave southeasterly, through a central angle of 97°49'54", a distance of 236.44 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the right, having a radius of 1200.79 feet, concave southerly, through a central angle of 12°02'31", a distance of 252.37 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the left, having a radius of 344.13 feet, concave northerly, through a central angle of 46°27'21", a distance of 279.03 feet, to the beginning of a compound curve;
THENCE northeasterly along said compound curve to the left, having a radius of 37024.91 feet, concave northwesterly, through a central angle of 00°06'20", a distance of 68.20 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the right, having a radius of 112.35 feet, concave southerly, through a central angle of 62°13'03", a distance of 122.00 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the left, having a radius of 92.93 feet, concave northerly, through a central angle of 61°09'36", a distance of 99.19 feet, to a point of intersection with a non-tangent line;
THENCE North 82°36'06" East, a distance of 291.14 feet, to the **POINT OF BEGINNING**.

Containing 1,833,891 square feet or 42.1003 acres, more or less.

TOGETHER WITH

PROPOSED R1-RPO ZONING AREA R1-C

COMMENCING at said Point “B”;
THENCE North 82°12'08" West, a distance of 406.53 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING**;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 879.50 feet, concave southerly, whose radius bears South 11°51'45" West, through a central angle of 25°14'50", a distance of 387.55 feet, to the curves end;
THENCE South 52°53'25" East, a distance of 463.67 feet, to the beginning of a curve;
THENCE easterly along said curve to the left, having a radius of 980.50 feet, concave northerly, through a central angle of 84°40'41", a distance of 1449.09 feet, to a point of intersection with a non-tangent line;
THENCE South 47°34'05" East, a distance of 18.82 feet, to the beginning of a curve;
THENCE southeasterly along said curve to the left, having a radius of 1024.61 feet, concave northeasterly, through a central angle of 10°30'51", a distance of 188.02 feet, to the beginning of a compound curve;
THENCE southeasterly along said compound curve to the left, having a radius of 9647.35 feet, concave northeasterly, through a central angle of 00°58'56", a distance of 165.37 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the left, having a radius of 2371.74 feet, concave northerly, through a central angle of 17°58'03", a distance of 743.76 feet, to the east line of said section and a point of intersection with a non-tangent line;
THENCE along said east line, South 00°47'01" East, a distance of 530.53 feet, to the southeast corner of said section;
THENCE leaving said east line, along the south line of said section, South 88°15'29" West, a distance of 402.48 feet;
THENCE leaving said south line, North 01°44'57" West, a distance of 183.59 feet;
THENCE North 62°15'05" West, a distance of 263.21 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the right, having a radius of 119.55 feet, concave northwesterly, whose radius bears North 49°37'50" West, through a central angle of 46°57'20", a distance of 97.97 feet, to the curves end;
THENCE South 87°19'30" West, a distance of 1109.57 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 30.00 feet, concave northeasterly, through a central angle of 51°16'07", a distance of 26.84 feet, to the beginning of a reverse curve;
THENCE northwesterly along said reverse curve to the left, having a radius of 63.50 feet, concave southwesterly, through a central angle of 41°27'22", a distance of 45.95 feet, to a point of intersection with a non-tangent line;
THENCE North 23°08'08" West, a distance of 105.15 feet;
THENCE South 75°28'19" West, a distance of 144.99 feet;
THENCE South 45°24'19" West, a distance of 226.87 feet;
THENCE South 66°25'14" West, a distance of 538.57 feet, to said south line;
THENCE along said south line, South 88°14'27" West, a distance of 0.99 feet;

THENCE leaving said south line, North 26°18'31" West, a distance of 612.92 feet, to a point hereby designated as Point “C” for future reference in this description;;
THENCE North 44°22'38" West, a distance of 292.13 feet;
THENCE North 09°56'54" East, a distance of 188.28 feet;
THENCE North 80°03'06" West, a distance of 67.76 feet;
THENCE North 09°56'54" East, a distance of 18.29 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the left, having a radius of 822.00 feet, concave southerly, whose radius bears South 05°20'44" West, through a central angle of 08°38'47", a distance of 124.05 feet, to the curves end;
THENCE South 86°41'57" West, a distance of 88.75 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 328.50 feet, concave westerly, whose radius bears South 81°35'09" West, through a central angle of 18°35'19", a distance of 106.58 feet, to the beginning of a reverse curve;
THENCE northerly along said reverse curve to the right, having a radius of 15.00 feet, concave easterly, through a central angle of 82°43'29", a distance of 21.66 feet, to a point of intersection with a non-tangent line;
THENCE North 31°30'01" West, a distance of 57.07 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the right, having a radius of 15.00 feet, concave northerly, whose radius bears North 34°16'41" West, through a central angle of 90°00'00", a distance of 23.56 feet, to the curves end;
THENCE North 34°16'41" West, a distance of 126.31 feet, to the beginning of a curve;
THENCE northerly along said curve to the right, having a radius of 150.00 feet, concave easterly, through a central angle of 45°44'40", a distance of 119.76 feet, to a point of intersection with a non-tangent line;
THENCE North 84°53'44" East, a distance of 292.27 feet;
THENCE South 76°07'33" East, a distance of 289.35 feet;
THENCE North 12°06'57" East, a distance of 105.37 feet, to the **POINT OF BEGINNING**.

Containing 2,331,393 square feet or 53.5214 acres, more or less.

TOGETHER WITH

PROPOSED R1-RPO ZONING AREA R1-D

COMMENCING at said Point “C”;
THENCE South 85°27'03" West, a distance of 740.35 feet, to the **POINT OF BEGINNING**;
THENCE North 76°30'48" West, a distance of 325.58 feet;
THENCE North 19°57'30" East, a distance of 259.13 feet;
THENCE North 25°09'20" East, a distance of 12.15 feet;
THENCE North 54°31'17" East, a distance of 28.51 feet;
THENCE North 04°30'00" East, a distance of 39.64 feet;
THENCE North 25°09'20" East, a distance of 223.60 feet;

THENCE North 48°50'06" East, a distance of 79.39 feet;
THENCE North 57°41'59" East, a distance of 101.20 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 287.94 feet, concave southwesterly, whose radius bears South 18°39'08" West, through a central angle of 37°04'11", a distance of 186.29 feet, to the beginning of a compound curve;
THENCE southerly along said compound curve to the right, having a radius of 271.50 feet, concave westerly, through a central angle of 75°36'16", a distance of 358.26 feet, to the curves end;
THENCE South 41°19'36" West, a distance of 162.26 feet, to the beginning of a curve;
THENCE southwesterly along said curve to the left, having a radius of 173.50 feet, concave southeasterly, through a central angle of 33°54'08", a distance of 102.66 feet, to the beginning of a reverse curve;
THENCE southwesterly along said reverse curve to the right, having a radius of 15.00 feet, concave northwesterly, through a central angle of 90°02'38", a distance of 23.57 feet, to a point of intersection with a non-tangent line;
THENCE South 07°28'06" West, a distance of 25.72 feet, to the **POINT OF BEGINNING**.

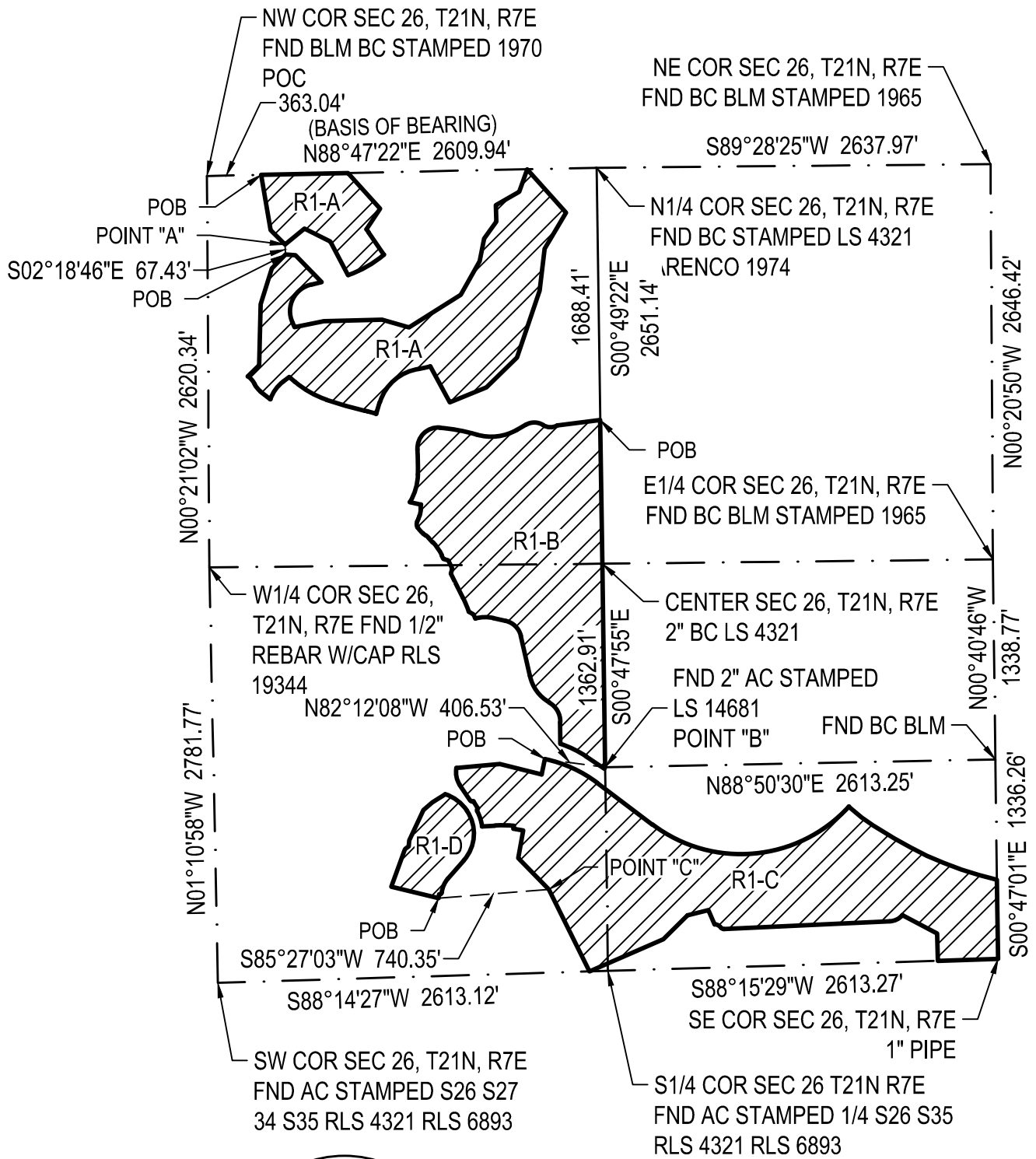
Containing 230,888 square feet or 5.3005 acres, more or less.

Subject to existing right-of-ways and easements.

This legal description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of October, 2022. Any monumentation noted in this legal description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2022\225329 STL 340 Proposed R1-RPO Zoning L09R02 09-04-26.docx





WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 09-04-26
ARIZONA U.S.A.

EXPIRES 12-31-2027

N

EXHIBIT "A"

STL 340
PROPOSED R1-RPO ZONING
09/04/2026
WP# 225329
PAGE 9 OF 9
NOT TO SCALE
Z:\2022\225329\Survey\Legal\5329-L09R02.dwg

STL 290 Proposed Zoning

Proposed Zoning Category	Acreage	Development Areas
R1-RPO	139.01	2,4,6,9,10,11,14,15,17,19

N

0 200 400

Horz. 1 in. = 200 ft.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

NOT A PART

APN:
104-14-118
JP 325 LLC

APN:
106-10-002
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001D
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001C
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001B
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-003
ELK RIDGE GROUP LLC

*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT
FOR
CONSTRUCTION
OR RECORDING

WOOD PATEL

STL 290

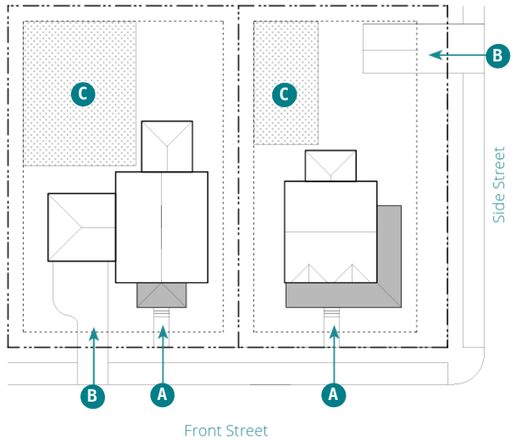
PROPOSED R1 ZONING EXHIBIT

DATE	6/26/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

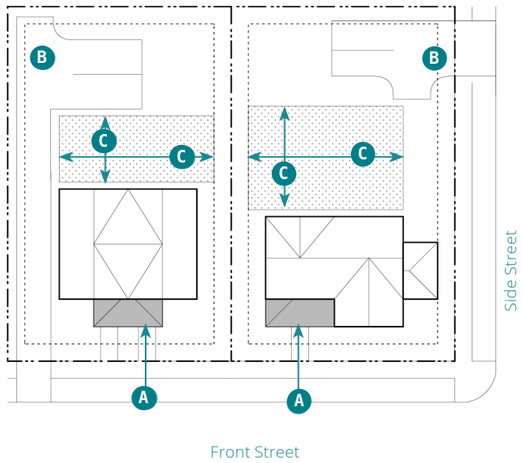
Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

SAMPLE RESIDENTIAL BUILDING FOOTPRINTS & PARKING AREAS

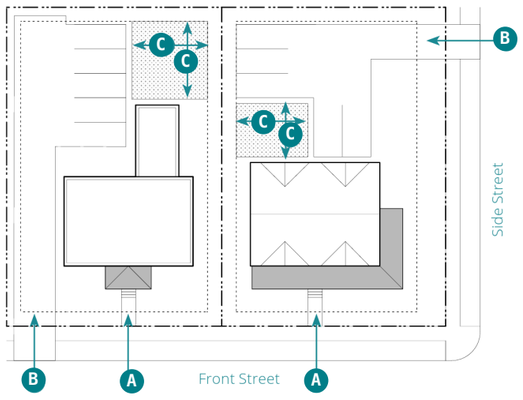
1 Single-Family Detached



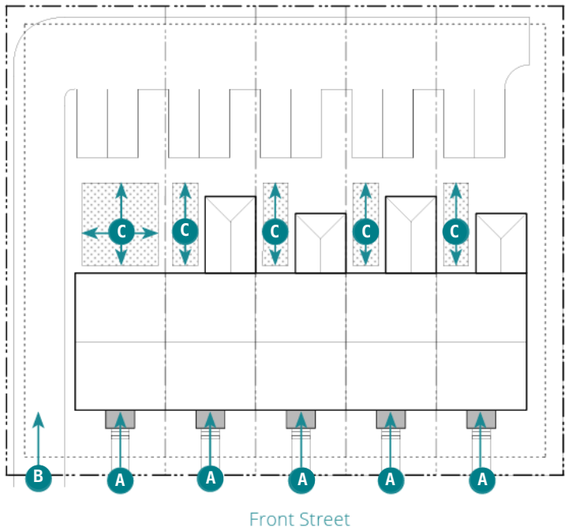
2 Duplex



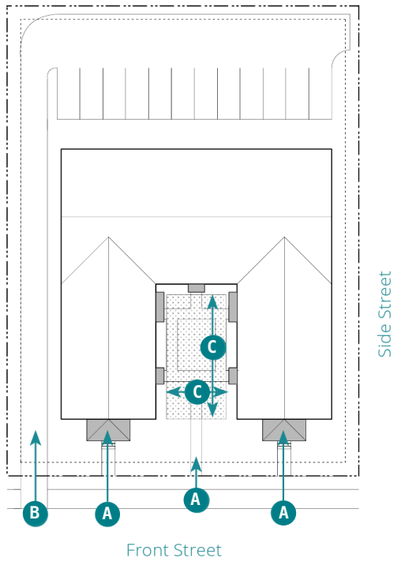
3 Three/Fourplex



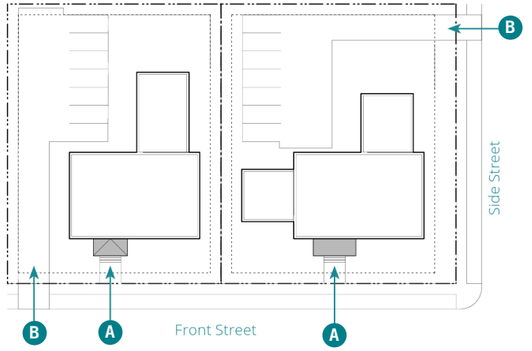
4 Single-Family Attached (Town-homes)



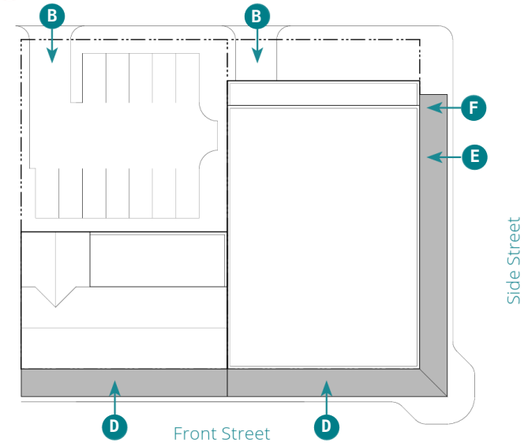
5 Multi-Family (Courtyard)

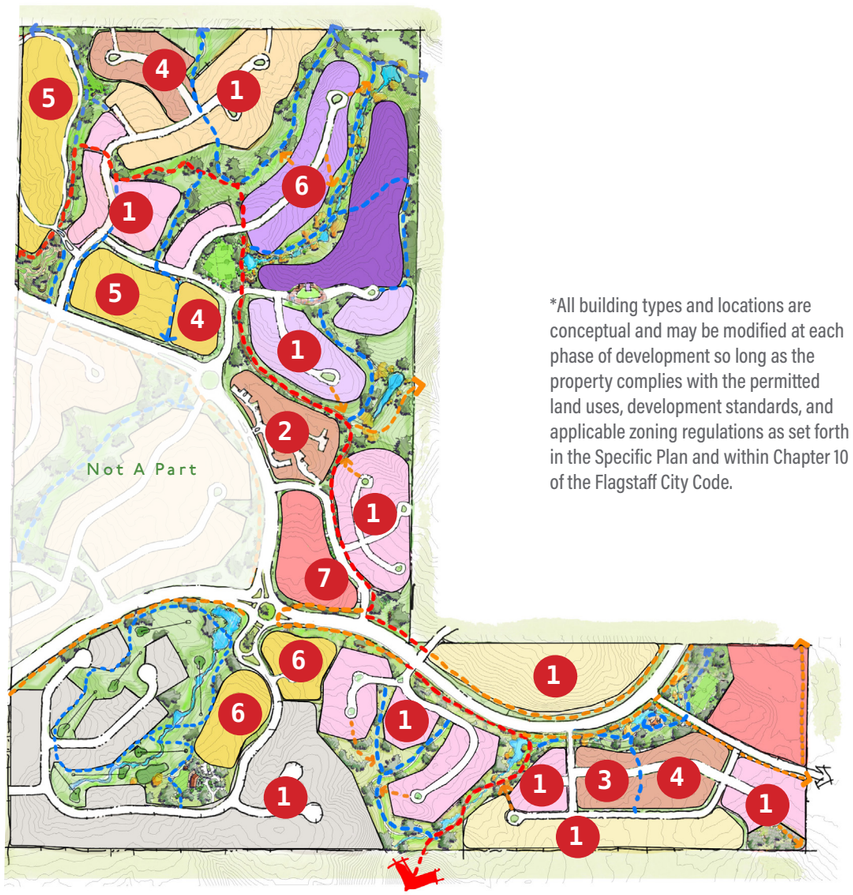


6 Multi-Family (Multiplex/Condos)



7 Multi-Family (Condo Above Commercial)





*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

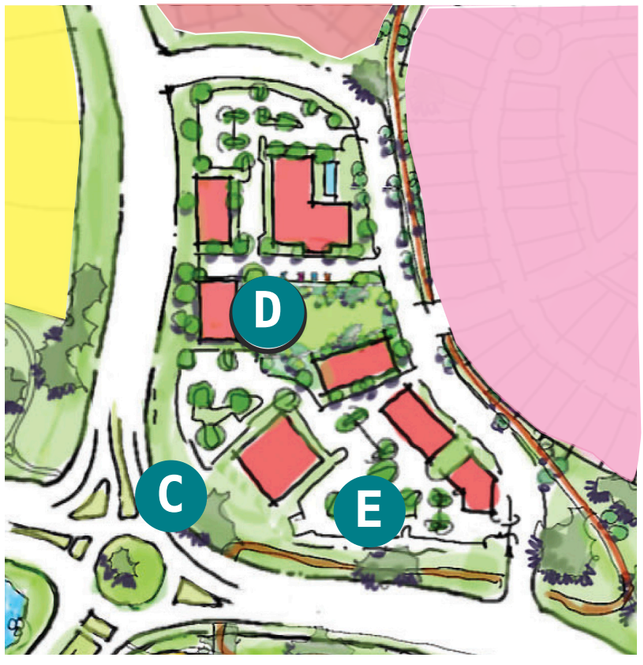
- A Main Entry Location
- B Driveway and Parking
- C Open Space
- D Upper Floor Units to be accessed by common entry along front or side street
- E Ground Floor shops to have individual entries along the adjacent street
- F On corner design sites, units in a wing or accessory structure to enter from side street

SAMPLE BUILDING FOOTPRINTS & COMMERCIAL PARKING AREAS

8 Family Lodge



9 Commercial Village



- A Family Lodge
- B Lodge Parking Located within Below-Grade Garage and Surface Level Lots
- C Commercial Village
- D Plaza Park
- E Parking Areas Conceptually Located on the Side or Behind Commercial Structures



*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-25-00159

DATE: **September 25, 2026**
MEETING DATE: **October 28, 2026**
REPORT BY: **Alaxandra Pucciarelli**

REQUEST:
A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO. This request is contingent on the approval of a Minor Regional Plan Amendment and a new Specific Plan. The applicant also has a second Concept Zoning Map Amendment.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval, subject to conditions of approval.

PRESENT LAND USE:
The subject property is comprised of a portion of State Trust land located in portions or all of T21N, R7E, Section 26 in the City of Flagstaff, ASLD KE53-120834. The original parcel was approximately 400 acres. The land is undeveloped.

PROPOSED LAND USE:
A mixed-use development consisting of 785 proposed dwelling units, 120-key travel accommodation use, estimated 80,000 square feet of commercial space, and natural and recreational spaces. The associated applications allow for a variety of housing types, including single-family detached, single family attached, duplex, triplex, fourplex, garden style apartments, and multi-family condominiums.

ENTITLEMENTS GRANTED:
Although the applicant has indicated a proposed use for this site, by granting this rezoning application request, as well as the other requests associated with this project, Council will be granting the rights to develop a variety of types of development, including but not limited to the proposed land use. The entitlements granted by this application are as follows: between 605 – 1,312 dwelling units, a travel accommodations use of unlimited size, a range of commercial uses as listed in Table 2 of the Specific Plan. Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Little America Hotel undeveloped land; Estate Residential (ER) Zone
East: Undeveloped land, Rural Residential (RR) Zone and ER Zone
South: Coconino National Forest, Public Lands Forest (PLF) Zone
West: Juniper Point future residential subdivision, RR Zone
Pine Canyon, Single-family Residential (R1) Zone

I. Project Introduction

A. Background

The applicant is requesting a Minor Regional Plan Amendment to support the proposed Specific Plan and the rezonings of approximately 210 acres to accommodate a new residential subdivision, a resort, and commercial uses. The residential subdivision will contain parcels zoned RR, R1, and Medium Density Residential (MR). The extension of JWP Boulevard extends across the southern portion of the development site.

The Concept Zoning Map Amendment application was submitted in August of 2025 and found complete in November of 2025. This was prior to the adoption of the new Regional Plan 2045. The application is being reviewed under the previous Regional Plan 2030.

B. Proposed Rezoning and Development Plan

To implement the overall specific area plan, two rezonings are required. The first rezoning applies to Development Areas 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO. These areas will accommodate between 315-721 (443 target) dwelling units. There is also a second rezoning request to rezone 72.14 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

The Specific Plan identifies a possible range of housing types. The applicant defines "Missing Middle Type 1" as single family homes, duplex, triplex, or townhome product types. Single-family detached and single-family attached product types are allowed and encouraged within this classification. This housing type is identified in development areas 6, 9, 11, 17, and 19.

The applicant also defines "Missing Middle Type 2" as duplex, triplex, fourplex, townhome, multiplex or condo product types. Single-family attached and multi-family product types are most suitable within this classification, but any permitted use in the R1 zone may be applied within these areas. This housing type is identified in development areas 2, 4, 10, 14, 15, and 19.

The applicant states that all allowed residential uses in the R1 zone are permitted, except the Specific Plan prohibits one unit residential development in DA 14 and 15. Commercial uses are limited to Outdoor Public Uses.

Development areas 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre), but development areas 2, 4, 6, and 9 are required by the Specific plan to have between 4-6 units per acre. Development areas 4, 6, 9, and 10 are located within the pedestrian shed of the S12 Activity Center and will contribute to the minimum required average density of 6 units per acre.

The development of the area will be in phases and the R1 zoned development areas are part of various phases. Development areas 14 and 15 are part of phase 1. Development areas 4, 6, 9, 10, and 11 are to be developed in phase 3, and development area 2 is part of phase 4. Phase 5 will include development areas 17 and 19.

The applicant states that within the R1 neighborhoods, the trail network provides direct access to pocket parks, play areas, and shared open spaces, encouraging daily recreation and social interaction. These amenities foster community life and support mental and physical well-being, offering residents convenient opportunities to experience nature just steps from home.

The applicant has identified the residential architectural character of the R1-zoned neighborhoods as a modern mountain style. The architecture will use natural materials such as wood, stone, and metal, paired with simple forms

and sloped rooflines. Single-family detached homes will reflect a contemporary mountain aesthetic, characterized by gabled or shed-style roofs with generous overhangs, large windows that frame forest views, and muted, earth-tone color palettes that blend with the surroundings. Homes will incorporate native landscaping. Other "Missing Middle" housing types, including duplexes, triplex, fourplex, townhomes, and condominium buildings, will extend this same architectural language to more compact configurations. These structures will feature repeating but varied façades to avoid monotony, front porches and balconies to activate streetscapes, and pedestrian-friendly designs that encourage social interaction. Rooflines and building masses will be broken into smaller elements.

II. Concept Zoning Plan

On November 24, 2025, the Inter-Department Staff (IDS) deemed the application for Concept Zoning Map Amendment to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review or Subdivision Plat prior to submitting civil plans or building permits.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 139 acres will be rezoned from the RR zone with the RPO to the R1 zone with the RPO. Development of the site will be conditioned to the approved Specific Plan, the Building Footprint & Parking Areas document, and Development Agreement. The concept zone submission provided includes the general development site layout, character images, building footprints and parking areas, concept natural resource protection plan, open space areas, proposed road network, trails, and phasing. Proposed development that is in accordance with the approved Specific Plan, the Building Footprint & Parking Areas document, and Development Agreement will not require future modification of this zoning map amendment.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the application for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridors, and the built environment and land use context.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site, protecting floodplains, steep slopes, and native trees. The Zoning Code requires 50% of the tree resources to be saved in the R1 zone. However, the applicant has elected to be a part of the tree resource pilot program and will work with City Planning and Fire staff to determine where areas of tree resources shall be protected. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, showing areas the applicant intends to maintain as undisturbed. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of any Site Plan or Preliminary Plat review. Staff will ensure compliance with the Zoning Code during Site Plan, Plat, and Civil Plan review.

iii. Common Space & Civic Space

The Flagstaff Zoning Code requires that a Planned Residential Development (PRD) provides a minimum of 15% of the development area to be Common Space. The Specific Plan identifies the Development Areas that will use the PRD standards and allows the required Common Space to be provided across the entire development site. The Specific Plan identifies the intended locations and areas of the required Common Space.

The Specific Plan also includes the planned development of four community parks: Central Park (DA 5 in phase 3), North Park (DA 1 in phase 4), Plaza Park (DA 13 in phase 2B) and East Park (DA 19 and 20 in phase 5).

iv. Pedestrian and Bicycle Circulation Systems

On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards in conjunction with the proposed collector level roadway that will serve the interior of the project. A proposed road network and trail plan has been provided to show how internal site connections are intended. Final determinations of these connections will be determined during the site plan/plat review of the individual Development Areas. Flagstaff Urban Trail System (FUTS) trails will be provided along JW Powell Boulevard. The Arizona Trail currently crosses the property and will be realigned as the site develops, while maintaining public access. Staff will work with the applicant during the site plan/plat review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity. Patterns of Development include streetscapes, site relationships, signage, and landscape features. Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The Specific Plan allows for increased height in 13 development areas. Development areas 6, 9, 11, and 17 use the maximum height of 35 ft permitted per the Zoning Code in the R1 zone. Development Areas 2, 10, and 19 have a maximum allowed height of 48 ft and 4, 14, and 15 have a maximum height of 60 ft. Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The application includes architectural character images of the proposed style, materials, and design elements to be used in the development.

vi. Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. The Specific Plan includes landscape character areas that will be applied to the development.

vii. Outdoor Lighting

Outdoor Lighting will be reviewed with each submitted Building Permit. The property is located in Lighting Zone 2.

viii. Parking

Parking will be reviewed with each future development application.

ix. Historic/Cultural Resources

A Cultural Resource Report was completed by the State of Arizona for the subject property prior to the property going up for sale. As a condition of the sale, the applicant has agreed that prior to any ground disturbance in areas not previously subject to a cultural resources survey, they shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

If, following receipt of ASLD Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. § 41-844, and the Arizona State Land Department Cultural Resources Section Manager.

B. Public Systems Impact Analysis

i. Transportation Impact Analysis (TIA)

City staff reviewed a STL 405 Master TIA sealed September 15, 2026. The following conclusions and recommendations have been documented in this study and made as a condition of City staff's approval:

The TIA evaluates three development horizon years: 2028, 2034, and 2045. A review of the detailed trip generation reveals that for the 2028 analysis horizon, the proposed development could generate 792 external trips over the course of a typical weekday, with 52 external trips (13 in/39 out) during the AM peak hour and 71 external trips (44 in/27 out) during the PM peak hour. In 2034 it is expected that the proposed development could generate an additional 3,274 daily external trips, with 91 additional external trips (54 in/37 out) during the AM peak hour and 244 external trips (120 in/124 out) during the PM peak hour. The total 2034 expected trips (2028 + 2034) is anticipated to be 4,066 daily trips, with 143 external trips (67 in/76 out) during the AM peak hour and 315 external trips (164 in/151 out) during the PM peak hour. In 2045 it is expected that the proposed development could generate an additional 7,816 daily external trips, with 439 additional external trips (160 in/279 out) during the AM peak hour and 635 external trips (358 in/277 out) during the PM peak hour. At full build (2028 + 2034 + 2045), the proposed development could generate 11,882 external trips over the course of a typical weekday, with 582 external trips (227 in/355 out) during the AM peak hour and 950 external trips (522 in/428 out) during the PM peak hour.

JW Powell Boulevard shall be connected to S Fourth Street prior to issuance of a building permit for any development within the Specific Plan area. The residential units in Development area 16 have prior approval and may move forward without this connection.

The TIA proposes mitigation for the proposed development to City transportation infrastructure, and City staff have conditioned approval on specific improvements. The staff memo outlining the conditions of approval is attached to this report. The Development Agreement shall include required improvements, timing, and proportional shares of the required improvements.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed on September 5, 2023. In December 2024, an extension request was made by the applicant. Water Services staff approved this request in October of 2025. The water and sewer commitments will now expire two years after the City's offsite improvement project to upsize the off-site sewer trunk line is completed. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. Off-site improvements are discussed in more detail below. It is the developer's responsibility to design and construct all on-site, off-site, and connecting water and sewer infrastructure per the City of Flagstaff Engineering Standards.

Water system demand was based on 640 low density single family residential units, 590 medium-density single family residential units, and a 250-room resort. The current proposal is for 785 residential units and includes additional commercial uses. The WSIA was completed for the entire State Land parcel, however a portion of that property is now intended to be developed under Juniper Point. Approximately 66 single family dwelling units contemplated in the WISA are now designated to be part of the adjacent Juniper Point subdivision. Future development proposals will need to be compared to the existing WSIA. Additional demands may require a new or amended WSIA.

Water
Currently, no public water infrastructure exists on the property. To connect to the existing public water system, offsite waterline extensions will be necessary. The applicant shall obtain necessary utility easements.

The development proposes tapping into the existing water infrastructure at five possible locations. In the southern region of the development, an extension of the 20" water line within JW Powell Boulevard is proposed to extend through the new development. There is also an option for an 8" tie-in within the existing Pine Canyon neighborhood. There is an existing Public Utility Easement (PUE) to the shared property line but the waterline is in Pinyon Jay Drive and would need to be extended.

In the northern region of the development, there are three proposed locations to tie into the existing 27" water main in Bow and Arrow Wash. The locations are all dependent on coordination with the adjacent Juniper Point Development to the west. A 12" waterline within the proposed road to the Juniper Point neighborhood will provide the connection between the existing waterlines in JW Powell Boulevard and the 27" main in Bow and Arrow Wash. This connection will be required to provide a second source of water to the development. In addition, two 8" waterline alternate connections are shown to connect to the Juniper Point development.

Wastewater
There is no sewer infrastructure on the property. The existing public sewer interceptor in the Rio De Flag will be utilized for this project. The sewer main varies in size with 24", 36", and 42" pipe diameters, increasing in diameter from west to east. The sewer main crosses one corner of the property, but in other connection locations, offsite sewer extensions will be required to reach the existing public system.

The development proposes to connect to the existing sewer infrastructure at seven locations. In the southern region of the development, an 8" sewer within JW Powell Boulevard is proposed to extend through the new development. A range of 8"-12" sewer mains collect the wastewater from the Specific Plan area.

iii. Stormwater Analysis
A Drainage Impact Analysis, stamped July 2026, was reviewed by City staff. The report draws the following conclusions:
1. The minimum level of post-development on-site LID stormwater storage is included within the 19 ac-ft of storage required for the Site as a result of the rezoning and is in compliance with the City of Flagstaff Low Impact Development Manual (LIDM).
2. Based on the results of the hydrologic modeling, it was demonstrated the application of the Master Stormwater Storage Plan there shall be no increase in the ponding elevation at "Lake Continental".
3. Per the Preliminary Drainage Report, site discharge locations will be shown to have no increase in peak discharge during the Civil Design Phases.
4. The Site's post-development impact on the Rio De Flag floodplain was assessed and the impacts are considered negligible. Any rise in water surface elevation allowance is generally for peak flow timing impacts based on elongated peak flow duration due to peak flow mitigation requirements.
5. The Site's post-development Stormwater LID Plan and Stormwater Storage Strategy Plan were determined and as development progresses shall be implemented accordingly or updates will be required as necessary to maintain adherence to this Drainage Strategy Plan.
6. At a minimum, each phase of the development will include the LID facilities from the Stormwater LID and Strategy Plan. Interim Storage and/or LID facilities may be required for project phasing and will be addressed as development progresses within future Drainage Reports.

7. The Site's Drainage Impact Analysis (DIA) includes a Stormwater Strategy Plan and master Low Impact Development (LID) plan for the fully developed Site. The DIA Strategy Plan shall either be implemented with each phase or Detention/Retention and LID must stand alone for each phase. Interim temporary storage facilities may be required for phasing.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed, and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. Flagstaff Regional Plan 2030 and STL 290 Specific Plan Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The subject property lies within the Urban Growth Boundary, an area explicitly designated for responsible, well-planned expansion, and carries a Suburban Land Use classification under the Regional Plan. This designation supports a mix of uses and neighborhood-scaled development that balance housing, recreation, and employment opportunities. The applicant is requesting a Minor Regional Plan Amendment in order to be found in compliance with the Regional Plan 2030. The zoning Map amendment must also be found to be in compliance with the proposed STL 290 Specific Plan.

ii. Applicable General Plan Goals and Policies

Staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets and conflicts with some of the most relevant goals and policies. The applicant has provided their own analysis as part of their narrative.

a. Environmental Planning & Conservation

The development plan for these areas meets Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal communities diversity across all land ownerships in the Flagstaff region. Development is concentrated in areas away from nature stream corridors and steep slopes.

b. Open Space
The development plan meets Regional Plan 2030 Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health. The area is designed with an extensive trail system , community parks, and open spaces.

c. Water Resources
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary; supports development in this area, bringing necessary infrastructure into the area for future development.

d. Community Character
Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcrop pings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine. The Specific Plan outlines design goals to support this Regional Plan policy.

e. Growth Areas & Land Use
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. 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. The Specific Plan aims to provide a variety of housing types and limits the construction of single-family homes in Development Areas 14 and 15.

f. Neighborhoods, Housing, and Urban Conservation
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors. In the Development Areas proposed to be zoned R1, only two development areas will not allow single-family homes (a maximum of 53 non-single family units) while the remainer of units (target of 391 units and a maximum of 668 units) could be developed as single family units. Detached single-family homes are more land intensive compared to higher density residential uses. Higher density uses improve efficiencies in infrastructure and support lower housing costs.

Staff believes that the proposed application meets this finding.

B. <u>Finding #2</u>

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff do not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

Staff have identified the following Community Benefits and Public Good:

The R1 zoned development areas aim to provide 443 dwelling units (315 – 721 dwelling units are allowed) within proximity to parks, trails, shops, and services, advancing Flagstaff's goals for housing affordability and accessibility. The development proposal does not propose any Affordable Housing units but suggests that the increase in the number of units will help address Flagstaff's Housing Crisis.

The proposed development transforms currently undeveloped property within Flagstaff's designated Urban Growth Boundary into a productive, mixed-use community that balances housing, tourism, and open space in a sustainable manner.

The development invests in public infrastructure, delivering new roadway, trail, and utility infrastructure. This includes the extension of JW Powell Boulevard and Ponavera Boulevard, along with regional trail connections and Arizona Trail realignment. These improvements expand access, strengthen regional mobility, and benefit the broader Flagstaff community.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Resources
- Planned Residential Development design elements
- Sequencing of parks, common space, and internal trails
- Off-site transportation infrastructure improvements
- Off-site water and sewer infrastructure improvements

Ongoing negotiations are occurring and updates will be provided to the commission at the public hearing.

V CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Regional Plan Amendment request. In accordance with State Statute and the Flagstaff Zoning Code, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowners' associations within 1,000 feet of the site excluding rights-of-way.

The applicant held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. A third meeting was held on September 10, 2026, at 5:30 p.m. to allow the City to provide notice for a meeting on its website. All meetings were held virtually. Five individuals attended the first meeting, four individuals attended the second meeting, and two individuals attended the third meeting. A Citizen Participation Report, attached, was prepared. The meetings included a presentation from the applicant. There were no questions or comments from the attendees.

As of the date of this report, no public comments have been received by staff.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.
4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

Attachments:

- Application
- Legal Description
- Site Area Analysis
- Project Narrative and Regional Plan Analysis (same as minor regional plan attachment)
- Record of Proceedings (same as minor regional plan attachment)
- Building Footprints & Parking Areas
- Concept Natural Resource Protection Plan
- TIA Conditions of Approval

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Concept Zoning Map Amendment**	File Number

Project Name STL 290 R1 Rezone			
Site Address State Land Certificate No. 53-120834	**Parcel Number(s)**	**Subdivision& Lot Number**	**Site Acreage** 139.01
Existing Zoning District RR-RPO	**Proposed Zoning District** R1-RPO	**Existing Regional Plan Area and Place Type** Suburban Neighborhood	
Existing Use Vacant Undeveloped	**Proposed Use** Missing Middle Residential		

Property Information:
- ☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ■ Yes ☐ No Subject property is undeveloped land?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Multi-Phase

Property Owner(s) STL 405, LLC	**Phone** See Applicant
Mailing Address See Applicant **City, State, Zip**	**E-mail** See Applicant
Applicant(s) Symmetry Companies, Peter Burger and Todd Severson	**Phone** (602) 616-6828
Mailing Address 8601 N. Scottsdale Road, Suite 335, Scottsdale, Arizona 85253 **City, State, Zip**	**E-mail** Tseverson@symmetrycompanies.com
Project Representative(s) Gammage & Burnham, Lindsay Schube and Sean Krieg	**Phone** (602) 256-4471
Mailing Address 40 N. Central Avenue, 20th Floor, Phoenix, Arizona, 85004 **City, State, Zip**	**E-mail** Lschube@gblaw.com

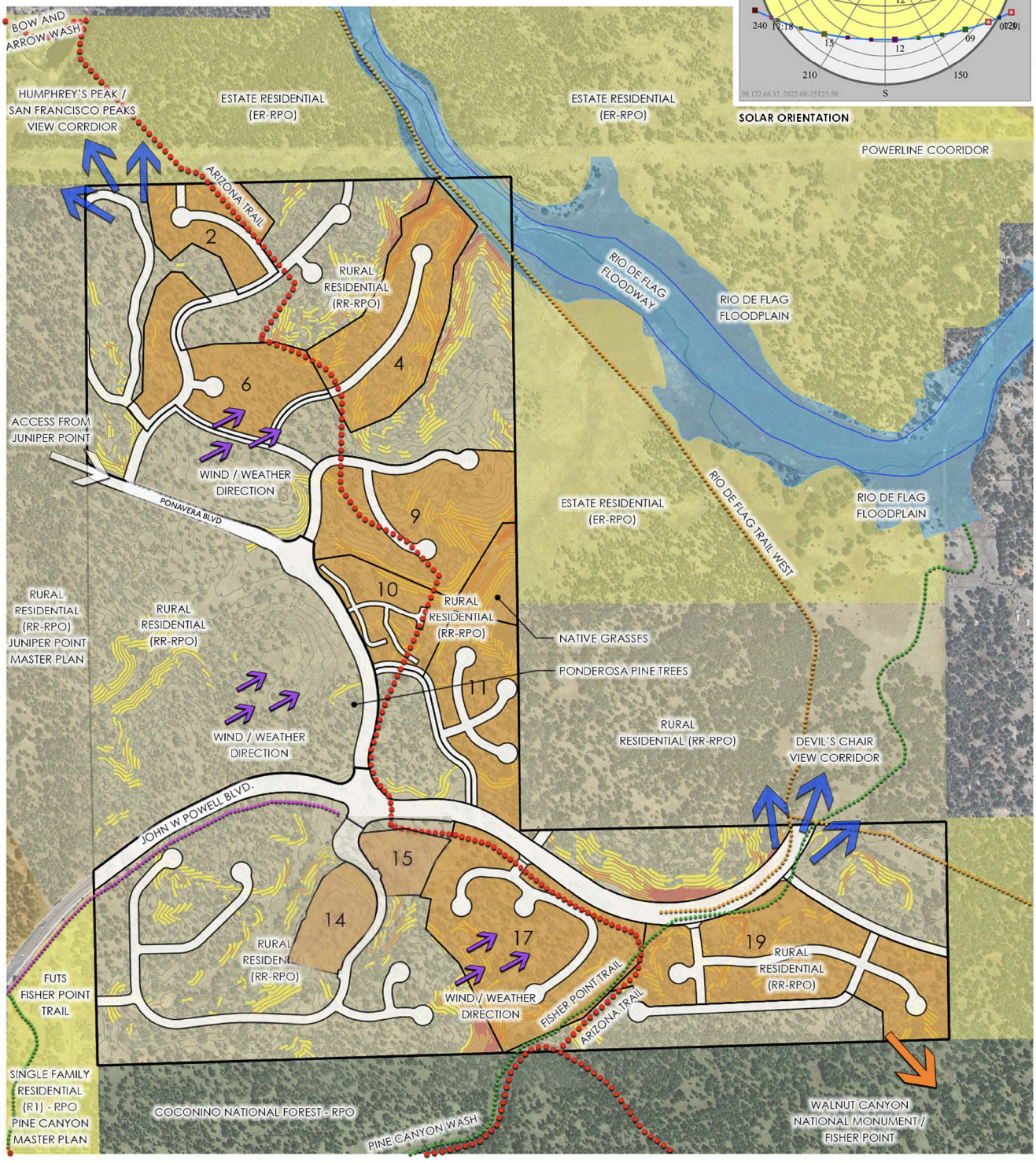
Property Owner Signature (required)	Date	Applicant Signature	Date
	7/22/25		7/22/25

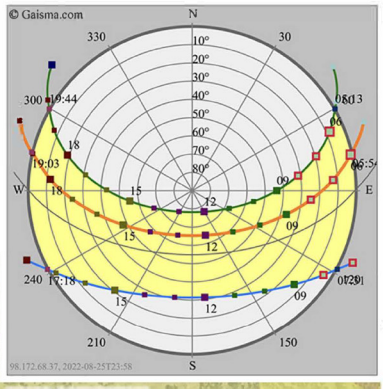
For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater





SOLAR ORIENTATION

STL 290 PROPOSED ZONING

- R1-RPO SINGLE FAMILY RESIDENTIAL

SLOPE CATEGORY

- 17 - 24.9
- 25 - 34.9
- 35 +

TOPOGRAPHIC INTERVALS:

- 5'-0" MAJOR CONTOURS
- 1'-0" MINOR CONTOURS

SYMBOL LEGEND

- VIEW CORRIDOR
- WIND DIRECTION
- LOCATION / DIRECTION

SITE ANALYSIS MAP

STL 290 - R1 REZONE

0' 600' 1200' 1800'

SCALE: 1" = 600'-0"

JULY 08, 2026

GREEY|PICKETT



STL 290 NRPP EXHIBIT

- CONCEPTUAL AREAS OF PRESERVATION
- GRADED ZONES

NOTES:

* ENTIRE SITE IS CATEGORIZED AS WITHIN RESOURCE PROTECTION OVERLAY
* LIMITS OF GRADING TO BE DETERMINED ON FINAL ANALYSIS OF RPO PILOT PROGRAM / SLOPE ANALYSIS CONSISTENT WITH RPO STANDARDS.
* A DEVELOPMENT AGREEMENT MAY BE USED FOR SLOPE BANKING.
* IF RPO PILOT PROGRAM IS VOID THE SITE WILL FOLLOW RPO ZONING CODE REQUIREMENTS.

CONCEPT NRPP

0' 600' 1200' 1800'

SCALE: 1" = 600'-0"

FEBRURARY 26, 2026

WOOD PATEL

GREEY|PICKETT

VITA PLANNING & LANDSCAPE ARCHITECTURE

To: **Sean Messner, Director, CivTech Inc.**

From: **Stephanie Santana, Sr. Lead Transportation Engineer** SS

Date: **October 13, 2026**

RE: **STL Master Plan Traffic Impact Analysis sealed September 15, 2026**

CC: **Jeffrey Bauman, Transportation Director / Traffic Engineer**

The City of Flagstaff Transportation Engineering Section has reviewed the STL 405 Master Plan Traffic Impact Analysis, sealed September 15, 2026. The TIA is approved subject to the following conditions:

1. **Development phasing and improvement timing.** The required improvements and their timing are based on the 2028, 2034, and 2045 development horizons evaluated in the TIA.
    a. The improvements identified below are required to mitigate traffic generated by the combined impact of the STL 405 development, the Juniper Point development, and projected background growth. These improvements were identified through the TIA analyses and Transportation Engineering's supplemental review and analysis. They shall be constructed and operational before issuance of the first building permit for development assigned to the applicable TIA horizon, or before the corresponding land use quantities or trip-generation threshold are reached, whichever occurs first. Exact projects and thresholds will be documented in the upcoming Development Agreement.
    b. Before approval of each development phase or parcel, the developer shall demonstrate that the proposed development is consistent with the land use quantities, trip generation, and improvements evaluated for the applicable TIA horizon. If it is not, an updated TIA/Trip Generation Statement or TIA addendum shall identify the required improvements and revised improvement timing.
    c. These conditions identify the required improvements and timing but do not assign full construction or funding responsibility to the STL 405 development. Responsibility may include constructing an improvement or contributing a proportional share, as determined through coordination with the City. Construction responsibility, proportional shares, improvement timing, and supporting engineering cost estimates shall be documented in the development agreement.
2. **Outstanding analysis and TIA addendum.** The following analyses remain outstanding and shall be completed and documented in a City-approved TIA addendum before the Development Agreement is finalized. The addendum shall verify the identified mitigation, determine the required storage lengths, identify any remaining or additional mitigation, and document improvement timing. Any resulting improvements shall be incorporated into the applicable horizon-year requirements.

   a. Lone Tree Rd and Butler Ave, Intersection 4: Revise the Synchro analyses using the constructed intersection configuration and traffic volumes redistributed north to the open overpass. Verify the required mitigation and 95th-percentile queue-storage lengths.
   b. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Using the City-approved Pine Canyon development traffic volumes, identify the mitigation required for the NBL movement to operate at LOS D or better in 2034. Using the updated City-approved traffic volumes, verify that the proposed 2045 intersection control and associated lane configuration will operate at LOS D or better during the peak hours.
3. **J.W. Powell Blvd and Access H, Intersection H:** Before issuance of a building permit for the 75th dwelling unit within the Pine Canyon Expansion (PCE), submit a study of the at-grade Arizona Trail crossing and identify the required crossing treatment.
4. **Ponavera Blvd roadway classification and cross section.** Ponavera Blvd shall be designed as a major collector roadway because it connects two arterial roadways. The roadway shall include one through travel lane in each direction, raised medians, buffered bike lanes, required turn lanes at intersections per the TIA, and a FUTS trail on one side of the roadway in lieu of the sidewalk on that side.
5. **Juniper Point Blvd roadway classification and cross section.** Juniper Point Blvd shall be designated as a minor arterial and initially constructed with one through travel lane in each direction and a wide raised median designed to accommodate future widening to the inside.
6. **2028 Offsite Improvements**:
   a. Lone Tree Rd and Zuni Dr, Intersection 2: Construct a roundabout. A traffic signal will not comply with the intersection grade requirements in the City Engineering Standards. The roundabout shall be designed to accommodate the additional northbound and southbound lanes required in 2034. Additionally, the MetroPlan Planning and Environmental Linkages (PEL) study identifies a roundabout at this intersection to improve safety, accommodate future traffic volumes, and support multimodal travel.
   b. Lone Tree Rd and Butler Ave, Intersection 4: Per Condition 2.a, the Synchro analysis does not reflect the constructed intersection configuration, and background volumes were not redistributed north to the open overpass, resulting in inaccurate queue estimates. A corrected Synchro analysis remains outstanding and shall be submitted using the correct lane configuration and redistributed traffic volumes. Construct dedicated NBR and EBR lanes with storage sufficient to accommodate the ultimate 95th-percentile queues established by the corrected analysis.
   c. Lake Mary Rd and J.W. Powell Blvd, Intersection 5: Monitor crashes to confirm that intersection improvements may be deferred until the 2034 horizon, as MUTCD Warrants 2 and 3 are met under the 2028 No Build scenario.
   d. Beulah Blvd and University Heights Dr/Lake Mary Rd, Intersection 7: Construct a free-flowing channelized WBR with a raised island and an exclusive

receiving/acceleration lane, including the required downstream merge taper. Locate the WBR improvement to preserve sufficient space for the dual WBL lanes required in 2045. Provide signal-timing adjustments. The applicant's Synchro analysis did not include any pedestrian volumes; however, the City-required improvements are expected to provide adequate mitigation with pedestrian conflicts included.

e. Fourth St and Butler Ave, Intersection 8: Construct the multi-lane roundabout identified in the TIA improvement plan. The proposed development shall contribute proportional shares toward the improvement because the current roundabout design accounts for traffic generated by the development.
f. Ponavera Blvd and J.W. Powell Blvd, Intersection 9: Construct a single-lane roundabout.
g. Ponavera Blvd and Access 10, Intersection 10: Construct a single-lane roundabout.
h. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Restripe the north leg to provide dedicated SBR, SBT, and SBL lanes. Restripe the south leg to provide a dedicated NBL lane and a shared NBT/NBR lane.

7. **2028 Project Access and Internal Intersection Configurations:**
   a. Intersection D, Ponavera Blvd and Access D: dedicated EBL with shared EBT/EBR; dedicated WBL with shared WBT/WBR; dedicated NBL, NBT, and NBR; and dedicated SBL with shared SBT/SBR. The north, east, and south legs shall be designed as collector roadways.
   b. Intersection E, Ponavera Blvd and Access E: shared WBL/WBR; dedicated NBT and NBR; and dedicated SBL and SBT. The north and south legs shall be designed as collector roadways.
   c. Intersection F, Ponavera Blvd and Access F: dedicated WBL and WBR; dedicated NBT and NBR; and dedicated SBL and SBT. The north, east, and south legs shall be designed as collector roadways.
   d. Intersection G, J.W. Powell Blvd and Access G: dedicated EBL and EBT; dedicated WBT and WBR; and dedicated SBL and SBR. The north leg shall be designed as a collector roadway and the east and west legs arterial roadways.
   e. Intersection H, J.W. Powell Blvd and Access H: dedicated EBL, EBT, and EBR; dedicated WBL, WBT, and WBR; shared NBL/NBT/NBR; and dedicated SBL with shared SBT/SBR. The north leg shall be designed as a collector roadway and the east and west legs as arterial roadways. Refer to Condition 3 for the study requirements and timing for construction of the required Arizona Trail crossing treatment.
   f. Intersection I, J.W. Powell Blvd and Access I: dedicated EBT and EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The east and west legs shall be designed as arterial roadways. The south leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.
   g. Intersection J, J.W. Powell Blvd and Access J: dedicated EBT and EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The south leg shall be designed as a collector roadway and the east and west legs arterial roadways.

h. Intersection K, J.W. Powell Blvd and Access K: dedicated EBL and EBT; dedicated WBT and WBR; and dedicated SBL and SBR. The east and west legs shall be designed as arterial roadways. The north leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.
i. J.W. Powell Blvd connection: Complete the connection to Fourth St before issuance of the first building permit for development beyond Pine Canyon Expansion (PCE) Parcels 14, 15, and 16, consistent with the secondary-access requirements.

8. **2034 Offsite Improvements:**
   a. Lone Tree Rd and J.W. Powell Blvd, Intersection 1: Construct a roundabout. The roundabout shall be designed to accommodate the required five-lane arterial widening of Lone Tree Rd, including the additional northbound and southbound lanes. A traffic signal will not comply with the intersection grade requirements in the City Engineering Standards. Additionally, the MetroPlan Planning and Environmental Linkages (PEL) study identifies a roundabout at this intersection to improve safety, accommodate future traffic volumes, and support multimodal travel.
   b. Lone Tree Rd and Zuni Dr, Intersection 2: Construct an additional NBT approach and receiving lane and an additional SBT approach and receiving lane.
   c. Lone Tree Rd and Pine Knoll Dr, Intersection 3: Construct additional NBT and SBT approach and receiving lanes. Extend the NBR storage lane to 120 feet, NBL storage lane to 300 feet, SBR storage lane to 215 feet, and SBL storage lane to 165 feet. The applicant's Synchro analysis did not include conflicting pedestrian volumes and modeled the left turns as permissive despite the dual opposing through lanes. In lieu of another round of TIA comments, the City performed a supplemental analysis that included conflicting pedestrian volumes and protected-only left-turn phasing. The analysis indicates that the City-required improvements provide adequate mitigation.
   d. Lake Mary Rd and J.W. Powell Blvd, Intersection 5: Construct a single-lane roundabout due to the intersection's location within a runway protection zone (RPZ), where a traffic signal is not acceptable.
   e. Ponavera Blvd and Juniper Point Blvd, Intersection 11: Construct a single-lane roundabout.
   f. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Per Condition 2.b, provide mitigation sufficient for the NBL movement to operate at LOS D or better during the peak hours using the City-approved Pine Canyon development traffic volumes.
   g. Intersection C, Ponavera Blvd and Access C: shared EBL/EBT/EBR; dedicated WBL and shared WBT/WBR; dedicated NBL, NBT, and NBR; and dedicated SBL with shared SBT/SBR. The north, east, and south legs shall be designed as collector roadways.
   h. Lone Tree Rd Segment: Widen Lone Tree Rd from J.W. Powell Blvd to Sawmill Rd to a five-lane arterial cross section and coordinate the widening with all roundabouts along the corridor.

9. **2045 Offsite Improvements:**

a. Lone Tree Rd and Pine Knoll Dr, Intersection 3: Construct dual EBL lanes with a minimum of 100 feet of storage per lane, extend the EBR storage lane to 165 feet, construct a dedicated WBR lane with 115 feet of storage. The applicant's Synchro analysis did not include conflicting pedestrian volumes and modeled the left turns as permissive despite the dual opposing through lanes. In lieu of another round of TIA comments, the City performed a supplemental analysis that included conflicting pedestrian volumes and protected-only left-turn phasing. The analysis indicates that the City-required improvements, together with the required 2034 improvements, provide adequate mitigation.
b. Lone Tree Rd and Butler Ave, Intersection 4: Per Condition 2.a, the Synchro analysis does not reflect the constructed intersection configuration, and background volumes were not redistributed north to the open overpass, resulting in inaccurate queue estimates. A corrected Synchro analysis remains outstanding and shall be submitted using the correct lane configuration and redistributed traffic volumes. Construct an additional NBL lane and provide sufficient storage in each NBL lane to accommodate the ultimate 95th-percentile queues established by the corrected analysis.
c. Lake Mary Rd and High Country Trl, Intersection 6: Construct an additional NBT approach and receiving lane, extend the EBL storage lane to 260 feet, and extend the EBR storage lane to 145 feet. The City's supplemental analysis indicates that these improvements provide adequate mitigation.
d. Beulah Blvd and University Heights Dr/Lake Mary Rd, Intersection 7: Construct dual WBL lanes with storage as long as possible, with a target of 260 feet per lane, due to the existing freeway ramp support column. Restripe the south leg to provide an additional SBT receiving lane for the dual WBL movement and transition to the downstream cross section using the applicable taper length. Extend the NBR storage lane to 360 feet and the dual SBL storage lanes to 615 feet per lane. The applicant's Synchro analysis did not include conflicting pedestrian volumes; however, the City-required improvements are expected to provide adequate mitigation with pedestrian conflicts included.
e. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Construct the City-approved roundabout or traffic signal verified through the analysis required under Condition 2.b. A roundabout is preferred for consistency with the corridor.

10. **2045 Project Access and Internal Intersection Configurations:**
    a. Intersection A: shared EBT/EBR, shared WBT/WBR, and shared NBL/NBR. The west leg shall be designed as a collector roadway.
    b. Intersection B: shared EBT/EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The east, south, and west legs shall be designed as collector roadways.
    c. Intersection D1: dedicated EBL and EBR; dedicated NBL and NBT; and shared SBT/SBR. The north and south legs shall be designed as collector roadways. The west

leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.

d. Intersection B1: dedicated EBL and EBT; shared WBT/WBR; and shared SBL/SBR. The east and west legs shall be designed as collector roadways.

11. Storage lengths listed in this approval are minimum lengths unless otherwise stated. Final civil plans shall include the necessary tapers and deceleration lengths and shall confirm that the proposed storage accommodates the City-approved 95th-percentile queue for the applicable horizon year.
12. Signal timing shall be reviewed and adjusted at all signalized study intersections for each applicable development horizon.

STL 290
Concept Zoning Map Amendments

Alaxandra Pucciarelli
Current Planning Manager
October 28, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL Concept Zoning Map Amendments

Request Overview

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO.

STL Concept Zoning Map Amendments

Entitlements Granted

The entitlements granted by this application are as follows:

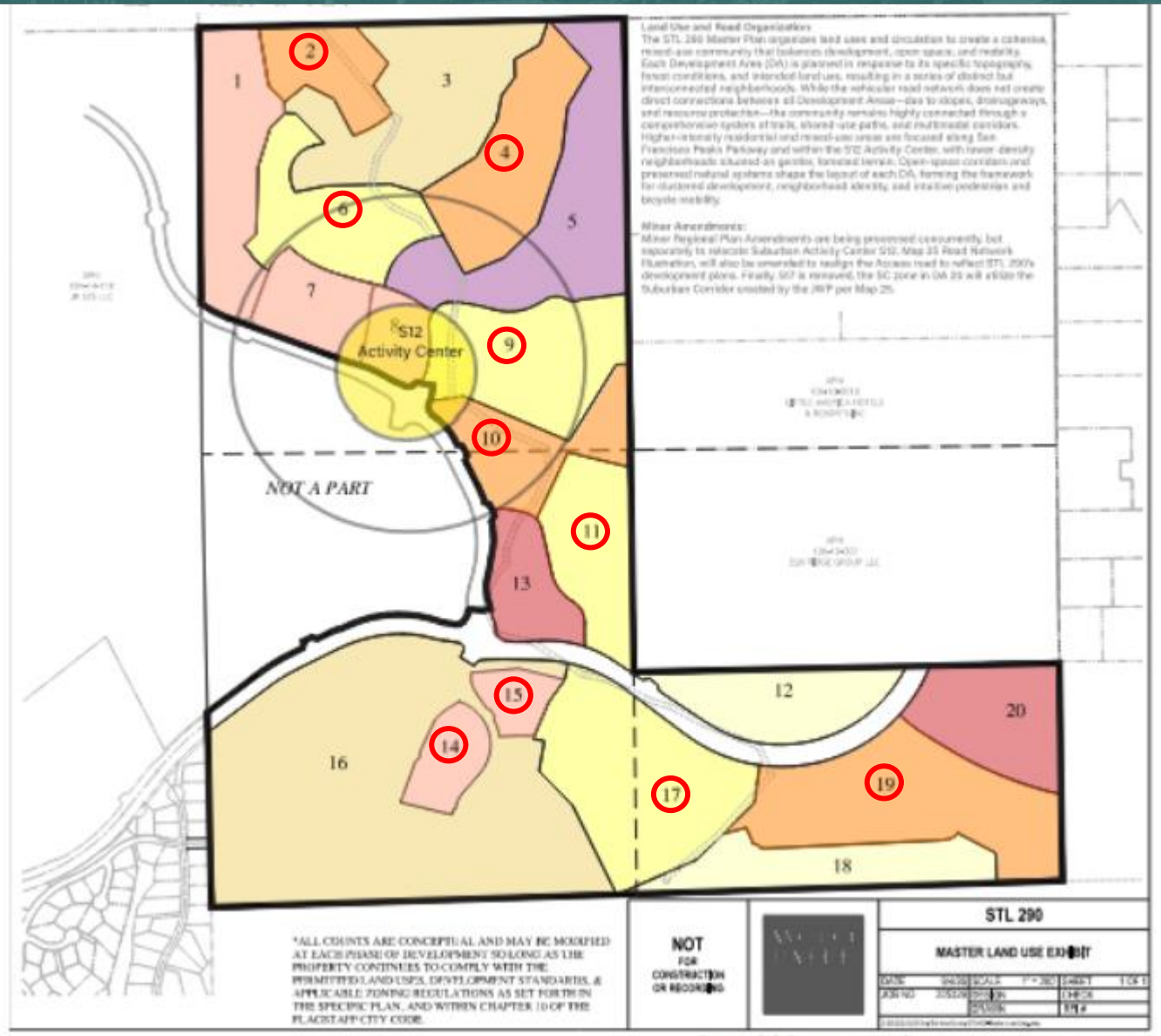
- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

STL Concept Zoning Map Amendments

Development Areas (DA)

- This rezoning applies to DA 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO.
- These areas will accommodate between 315-721 (443 target) dwelling units.



STL 290 DEVELOPMENT AREA MAP

STL Concept Zoning Map Amendments

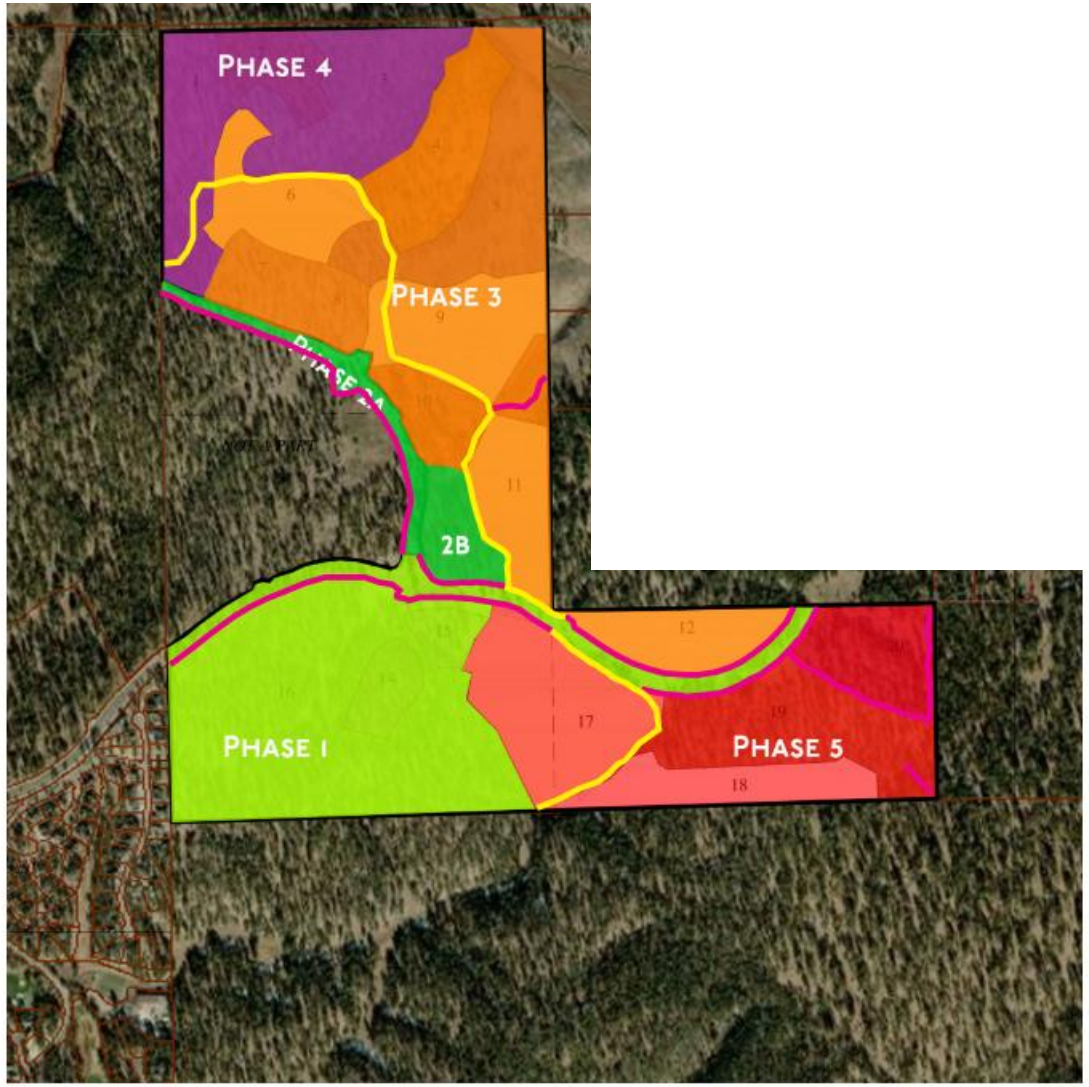
Density

- DA 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre).
- DA 2, 4, 6, and 9 are required by the Specific plan to have between 4-6 units per acre.
- DA 4, 6, 9, and 10 are located within the pedestrian shed of the S12 Activity Center and will contribute to the minimum required average density of 6 units per acre.

STL Concept Zoning Map Amendments

Phases

- Phase 1: DA 14 and 15
- Phase 3: DA 4, 6, 9, 10, and 11
- Phase 4: DA 2
- Phase 5: DA 17 and 19



PHASING MAP

STL Concept Zoning Map Amendments

Allowed Uses

- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, 19 are allowed all residential uses in the R1 zone.
- DA 14 and 15: One Unit Residential Development is prohibited.
- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, 19 are allowed Outdoor Public Uses under Commercial Uses.

STL Concept Zoning Map Amendments

Concept Zoning Plan Review

On November 24, 2025, the Inter-Department Staff (IDS) deemed the application for Concept Zoning Map Amendment to be complete.

If this rezoning is approved, the applicant will need to submit for Site Plan review or Subdivision Plat prior to submitting civil plans or building permits.

STL Concept Zoning Map Amendments

Resource Protection

Resource Protection Overlay zone on the subject site, protecting floodplains, steep slopes, and native trees.

The Zoning Code requires 50% of the tree resources to be saved in the R1 zone. However, the applicant has elected to be a part of the tree resource pilot program and will work with City Planning and Fire staff to determine where areas of tree resources shall be protected.

A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, showing areas the applicant intends to maintain as undisturbed.

If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of any Site Plan or Preliminary Plat review.

STL Concept Zoning Map Amendments

Resource Protection



STL Concept Zoning Map Amendments

Common Space & Civic Space

The Flagstaff Zoning Code requires that a Planned Residential Development (PRD) provide a minimum of 15% of the development area to be Common Space. The Specific Plan identifies the DA that will use the PRD standards and allows the required Common Space to be provided across the entire development site. The Specific Plan identifies the intended locations and areas of the required Common Space.

The Specific Plan also includes the planned development of four community parks: Central Park (DA 5 in phase 3), North Park (DA 1 in phase 4), Plaza Park (DA 13 in phase 2B) and East Park (DA 19 and 20 in phase 5).

STL Concept Zoning Map Amendments

Pedestrian and Bicycle Circulation Systems

- On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards.
- A proposed road network and trail plan has been provided to show how internal site connections are intended. Final determinations of these connections will be determined during the site plan/plat review of the individual DA.
- Flagstaff Urban Trail System (FUTS) trails will be provided along JW Powell Boulevard.
- The Arizona Trail currently crosses the property and will be realigned as the site develops, while maintaining public access.

STL Concept Zoning Map Amendments

Compatibility and Architectural Design Standards

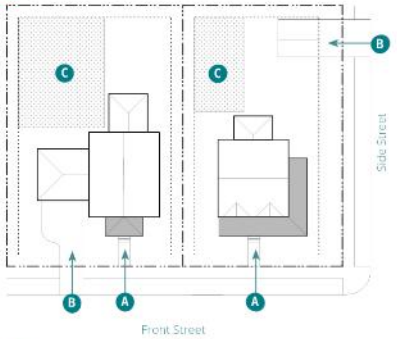
- The Specific Plan allows for increased height in 13 of the 20 DA.
- DA 6, 9, 11, and 17 use the maximum height of 35 ft permitted per the Zoning Code in the R1 zone.
- DA 2, 10, and 19 have a maximum allowed height of 48 ft and 4, 14, and 15 have a maximum height of 60 ft.
- The application includes architectural character images of the proposed style, materials, and design elements to be used in the development.

STL Concept Zoning Map Amendments

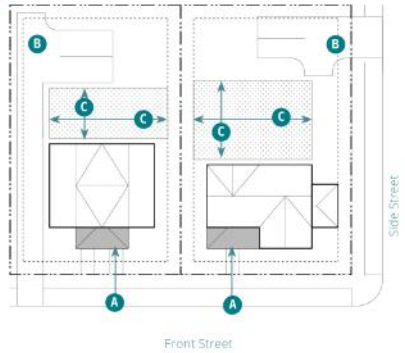
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

SAMPLE RESIDENTIAL BUILDING FOOTPRINTS & PARKING AREAS

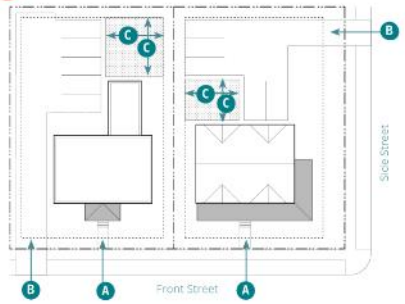
1 Single-Family Detached



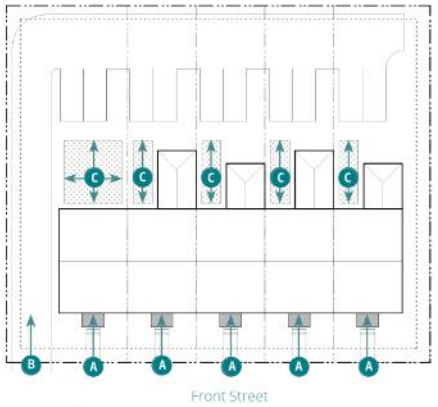
2 Duplex



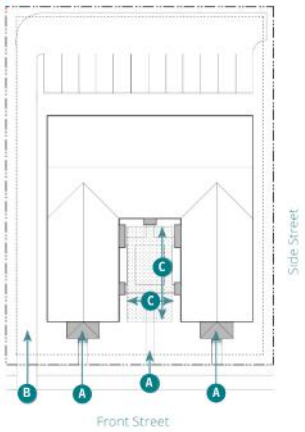
3 Three/Fourplex



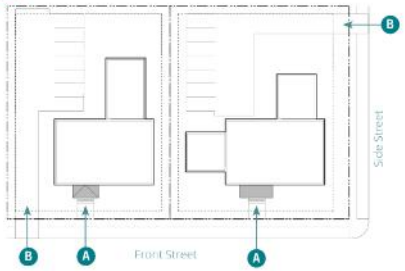
4 Single-Family Attached (Town-homes)



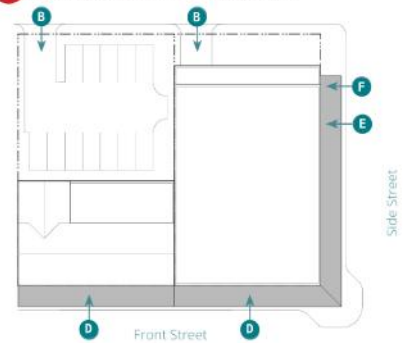
5 Multi-Family (Courtyard)



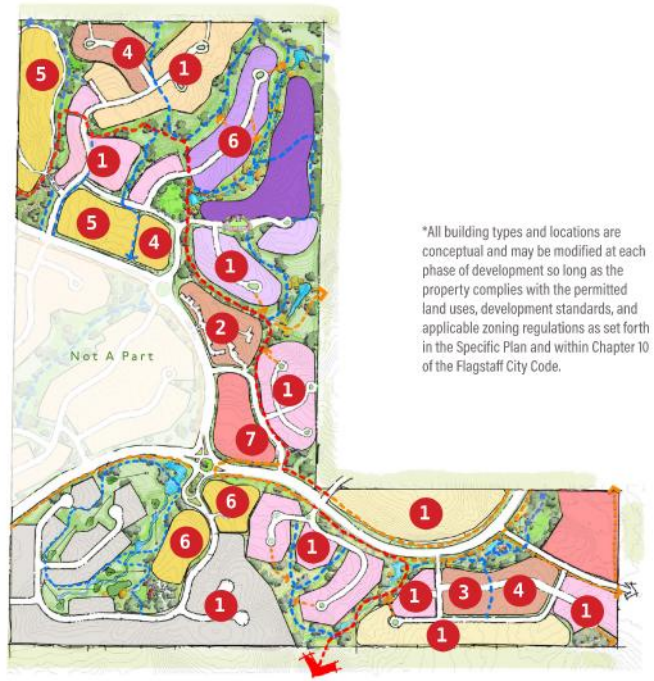
6 Multi-Family (Multiplex/Condos)



7 Multi-Family (Condo Above Commercial)



- A Main Entry Location
- B Driveway and Parking
- C Open Space
- D Upper Floor Units to be accessed by common entry along front or side street
- E Ground Floor shops to have individual entries along the adjacent street
- F On corner design sites, units in a wing or accessory structure to enter from side street



*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

STL Concept Zoning Map Amendments

Transportation Impact Analysis (TIA)

- City staff reviewed a STL 405 Master TIA sealed September 15, 2026. City staff have conditioned approval on specific improvements
- At full build, the proposed development could generate 11,882 external trips over the course of a typical weekday, with 582 external trips (227 in/355 out) during the AM peak hour and 950 external trips (522 in/428 out) during the PM peak hour.
- JW Powell Boulevard shall be connected to S Fourth Street prior to issuance of a building permit for any development within the Specific Plan area. The residential units in DA 16 have prior approval and may move forward without this connection. DA 14 and 15 are also approved to move forward without the JWP connection.

STL Concept Zoning Map Amendments

Transportation Impact Analysis (TIA)

- The Development Agreement shall include required improvements, timing, and proportional shares.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

STL Concept Zoning Map Amendments

Water and Wastewater Impact Analysis

- A Water and Sewer Impact Analysis (WSIA) was completed on September 5, 2023. In December 2024, an extension request was made by the applicant. Water Services staff approved this request in October of 2025.
- The development proposes tapping into the existing water infrastructure at five possible locations.
- Offsite sewer extensions will be required to reach the existing public system. The development proposes to connect to the existing sewer infrastructure at seven locations. In the southern region of the development, an 8” sewer within JW Powell Boulevard is proposed to extend through the new development.

Stormwater Analysis

A Drainage Impact Analysis, stamped July 2026, was reviewed by City staff.

STL Concept Zoning Map Amendments

Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans.

STL Concept Zoning Map Amendments

Flagstaff Regional Plan 2030

- Within the Urban Growth Boundary
- Suburban Land Use classification - supports a mix of uses and neighborhood-scaled development that balance housing, recreation, and employment opportunities.
- Request for a Minor Regional Plan Amendment in order to be found in compliance with the Regional Plan 2030.
- The Concept Zoning Map Amendment must also be found to be in compliance with the proposed STL 290 Specific Plan.

STL Concept Zoning Map Amendments

Applicable Goals and Policies

Environmental Planning & Conservation

- Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal communities diversity across all land ownerships in the Flagstaff region.

Open Space

- Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Applicable Goals and Policies

Water Resources

- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary; supports development in this area, bringing necessary infrastructure into the area for future development.

Community Character

- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine. The Specific Plan outlines design goals to support this Regional Plan policy.

STL Concept Zoning Map Amendments

Applicable Goals and Policies

Growth Areas & Land Use

- 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.
- 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. The Specific Plan aims to provide a variety of housing types and limits the construction of single-family homes in DA 14 and 15.

Applicable Goals and Policies

Neighborhoods, Housing, and Urban Conservation

- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

In the Development Areas proposed to be zoned R1, only two development areas will not allow single-family homes (a maximum of 53 non-single family units) while the remainer of units (target of 391 units and a maximum of 668 units) could be developed as single family units. Detached single-family homes are more land intensive compared to higher density residential uses. Higher density uses improve efficiencies in infrastructure and support lower housing costs.

STL Concept Zoning Map Amendments

Finding #2

Staff have identified the following Community Benefits and Public Good:

- The R1 zoned development areas aim to provide 443 dwelling units (315 – 721 dwelling units are allowed). The development proposal does not propose any Affordable Housing units but suggests that the increase in the number of units will help address Flagstaff's Housing Crisis.
- The proposed development transforms currently undeveloped property within Flagstaff's designated Urban Growth Boundary.
- The development invests in public infrastructure, including new roadway, trail, and utility infrastructure.

STL Concept Zoning Map Amendments

Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

STL Concept Zoning Map Amendments

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

STL Concept Zoning Map Amendments

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

STL Concept Zoning Map Amendments

Citizen Participation Plan

- The applicant held three neighborhood meetings on March 30, June 4, and September 10, 2026, at 5:50. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.

STL Concept Zoning Map Amendments

Recommendation

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL Concept Zoning Map Amendments

Recommendation

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-32: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-32 by title only for the first time
2) City Clerk reads Ordinance No. 2026-32 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-32 by title only for the final time
4) City Clerk reads Ordinance No. 2026-32 by title only (if approved above)
5) Adopt Ordinance No. 2026-32.

Executive Summary:

This is the second rezoning request, to rezone 72.12 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres, development areas 13 and 20), the Highway Commercial (HC) zone (23.69 acres, development area 5), and the MR zone (27.9 acres, development areas 1, 7, and 8) all with the RPO.

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.
4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

Financial Impact:

There are no financial impacts from this Concept Zoning Map Amendment.

Policy Impact:
There are no policy impacts from this Concept Zoning Map Amendment.

Previous Council Decision or Community Discussion:
There have been no previous Council decisions on this item.

Options and Alternatives to Recommended Action:
The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background and History:
The first part of this rezoning request is to rezone two Development Areas (13 and 20) to the SC zone. Development Area 13 is part of phase 2B and Development Area 20 is part of the final phase 5. Development Area 13 is referred to in the Specific Plan as the "Commercial Village" and is located at the intersection of JW Powell Boulevard and Ponavera, along the commercial suburban corridor. The Specific Plan lists the allowed uses as General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking in both Areas. Development Area 20 also allows Automobile Service Station and Convenience Store, and Public Services.

Both SC zoned parcels are allowed to include Residential uses along with the listed Commercial uses. Development Area 13 intends to develop 20 residential units as "Missing Middle Type 2" units or as part of a vertical mixed use development. The applicant defines "Missing Middle Type 2" as duplex, triplex, fourplex, townhome, multiplex or condo product types. The specific plan allows all residential uses in the SC zone.

The second part of the rezoning request it to rezone Development Area 5 to the HC zone. Development Area 5 is the location of the proposed "Lodge," a travel accommodation use to be developed as part of phase 3 . The parking for the lodge will be underground and surface lots. In addition, this Area is strongly encouraged to develop Restaurant, Bars/Tavern, and General Retail Business Uses. These additional uses will create an area that serves both residents and visitors, in line with the characteristics of a Neighborhood scale Suburban Activity Center.

The third part of the rezoning request is to rezone Development Areas 1, 7, and 8 to the MR zone. The Specific Plan identifies a possible range of housing types allowed in the MR zoned Development Areas. The applicant defines "Medium Density Residential Land Use" as providing single-family attached, condominiums, multi-family, multiplex, and garden style apartments. Single-family detached units are not supported in the MR zoned Development Areas. The specific plan states that all allowed uses in the MR zone are permitted except for one unit residential development.

The Specific Plan increases the required minimum density in the MR zoned Development Areas from the zoning code required 6 units per acre; up to 12 units per acre in Areas 1 and 7, and up to 11 units per acre in Area 8. These three Development Areas are within the pedestrian shed of the S12 Activity Center and contribute to the Regional Plan's minimum required average density of 6 units per acre. These three Areas propose to provide 137, 109, and 50 residential units respectively.

As stated in the applicant's narrative, the architecture within the commercial, lodging, and medium-density areas of STL 290 will build upon the community's mountain-inspired theme while incorporating architectural details drawn from Flagstaff's historic structures, including influences from the city's early railroad-era buildings, timber-frame lodges, and masonry storefronts. These elements will be interpreted in a contemporary manner, blending traditional craftsmanship with modern form and function. Buildings will combine natural materials, timber, stone, and weathered steel, with clean, modern detailing to create a warm yet sophisticated architectural expression. Rooflines will incorporate a mix of low-slope and gable forms with extended overhangs, exposed structural elements, and articulated massing to establish rhythm

and scale appropriate to both pedestrians and vehicles. Exterior façades will integrate wood siding, heavy timber accents, native stone bases, and rusted metal trim. Architectural detailing may include steel brackets, wood beam connections, and masonry pilasters, evoking the craftsmanship found in Flagstaff's early 20th-century architecture. Large windows and glass storefronts will activate the ground level and enhance transparency in the Commercial Village and lodge areas, creating a lively and inviting pedestrian realm. Complementary signage, lighting, and outdoor gathering spaces will reinforce this aesthetic, extending the architectural language into the streetscape. The material palette and color scheme will draw from the natural tones of the surrounding ponderosa forest and the city's historic masonry structures, ensuring that built forms feel rooted in both the landscape and Flagstaff's cultural heritage.

Connection to PBB Priorities and Objectives:
Support and strengthen a robust, diverse, and sustainable economy.

Connection to Regional Plan:
The attached staff report has identified relevant Regional Plan Goals and Policies that could be applied to the Concept Zoning Map Amendment.

Connection to Carbon Neutrality Plan:
DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
HF-1: Protect existing forests, resources, and meaningful open spaces.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.
Protect 2.2: Encourage diversity of housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

Attachments:
11/17 Presentation
Ord. 2026-32
Ex. A - Legal Description
Ex. B - Zoning Map
Ex. C - Building Footprints & Parking
Staff Report
Application
Site & Area Analysis
Concept NRPP
TIA Conditions of Approval
Presentation

STL 290 Minor Regional Plan Amendment, Specific Plan, & Zoning Map Amendments

Alaxandra Pucciarelli
Current Planning Manager
November 17, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

STL 290

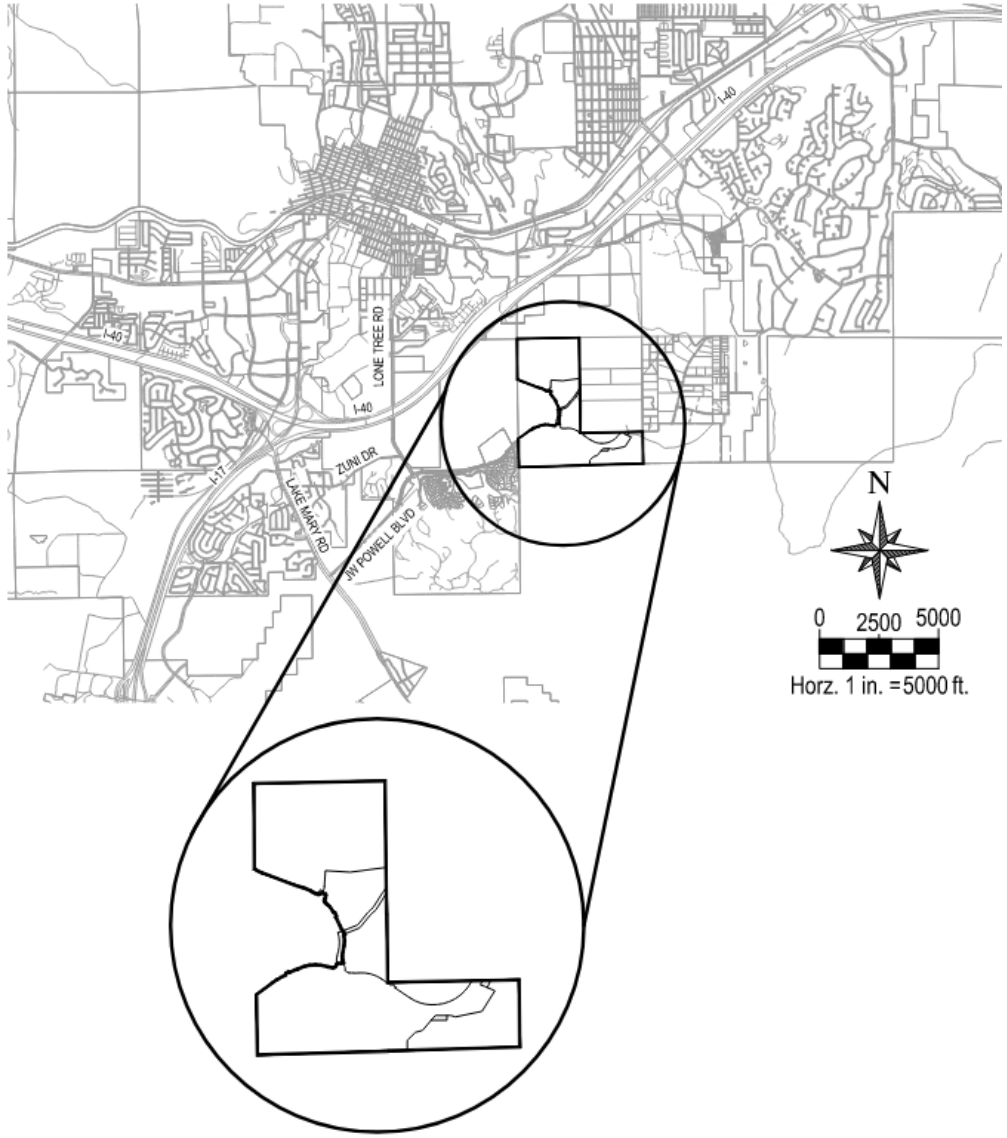
Subject Property

Existing Conditions

- The subject property is approximately 290 acres of undeveloped land.

Proposed Development

- A mixed-use development consisting of:
  - 785 proposed dwelling units,
  - 120-key travel accommodation use,
  - estimated 80,000 square feet of commercial space,
  - natural and recreational spaces.



STL 290 – Minor RP Amendment

Application 1:

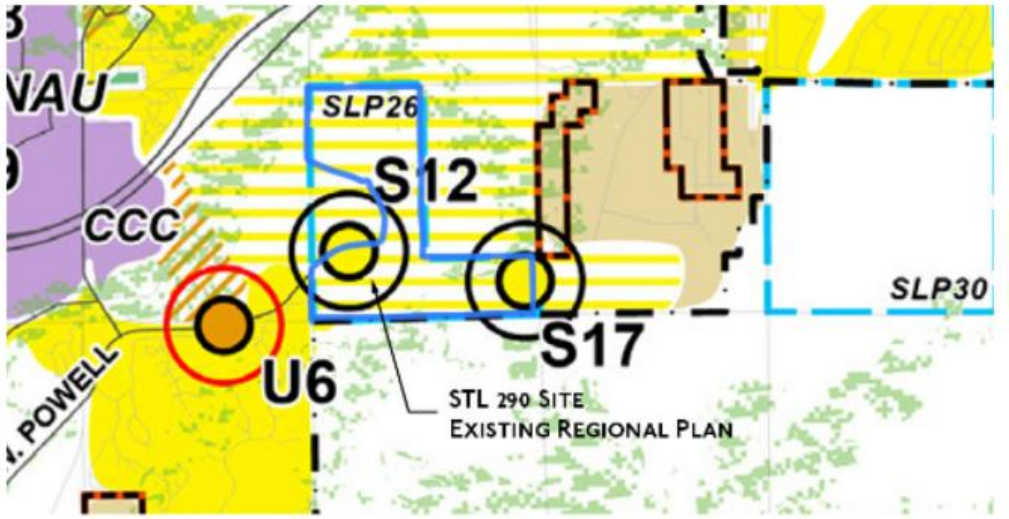
A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Symmetry Companies,

1. move the center point of activity center S12 north on Maps 21, 22, and 24;
2. remove activity center S17 on Maps 21, 22, and 24;
3. realign the road network to follow the John Wesley Powell Boulevard extension.

STL 290 – Minor RP Amendment

Relocate future suburban activity center S12

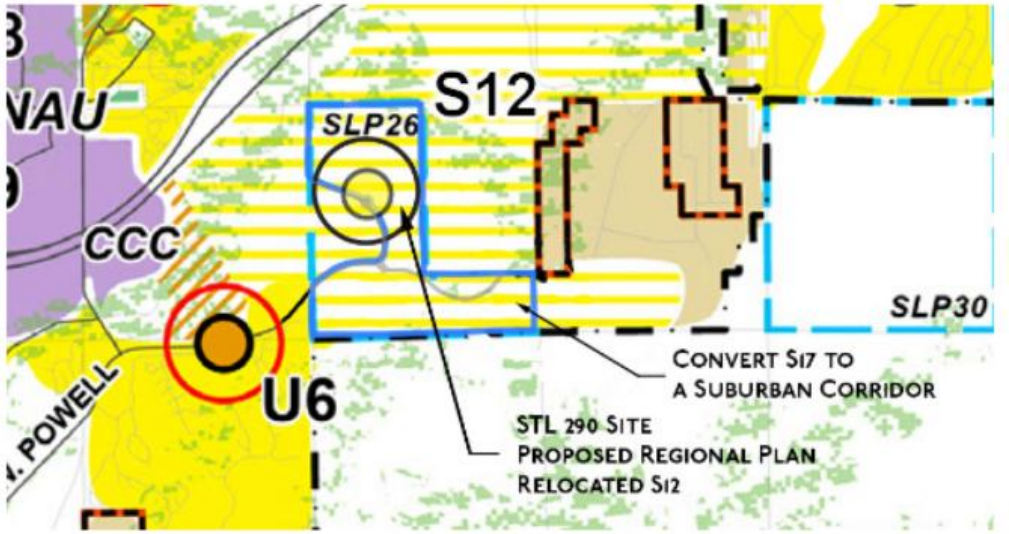
- Move to the north near the proposed development of a travel accommodation use, referred to by the applicant as “the Lodge.”
- Along a proposed collector roadway.



EXISTING REGIONAL PLAN MAP

Remove future suburban activity center S17

- The applicant states the existing designation of JWP Boulevard as a Suburban Corridor better aligns with site constraints.



PROPOSED REGIONAL PLAN MAP

STL 290 – Minor RP Amendment

Relocate S12

- Suburban Activity Centers have a pattern of commercial uses as the primary anchor with supporting residential around it.
- The Regional Plan does consider the preservation of natural spaces, through Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting, as well as Goal CC1. Reflect and respect the region's natural setting and dramatic views in the built environment.
- The proposed Zoning Map Amendments would allow for a target of 484 units within the pedestrian shed of the activity center, resulting in 7.19 units per acre.

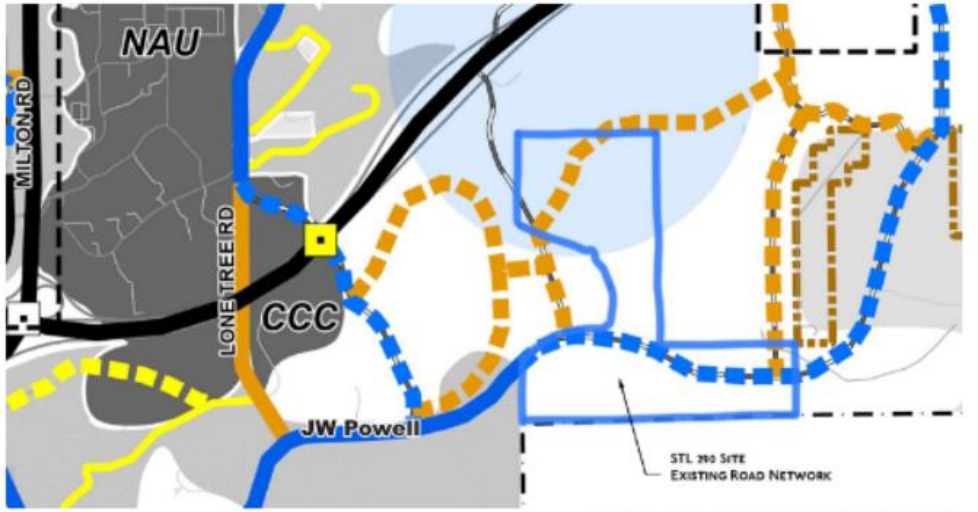
Delete S17

- The removal of an activity center would push intensity and density along the corridor rather than cluster it around an activity center.

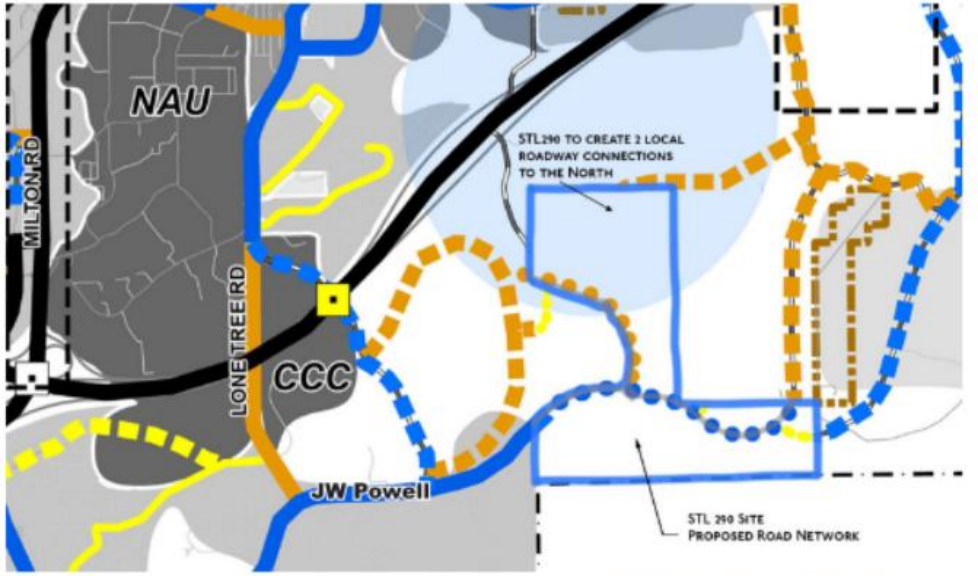
STL 290 – Minor RP Amendment

Amend Map 25, the Road Network Illustration

- Align the Future Circulation Commercial Corridor with the JWP Boulevard and the Future Access Commercial Corridor with the applicant's proposed collector roadway.
- The amendment changes the east portion of the road alignment, sending the future circulation road to the north rather than the east. Where JWP Boulevard used to connect to the east, the amendment now shows a short length of Future Residential Access Residential Corridor.



EXISTING ROAD NETWORK MAP



PROPOSED ROAD NETWORK MAP

STL 290 – Minor RP Amendment

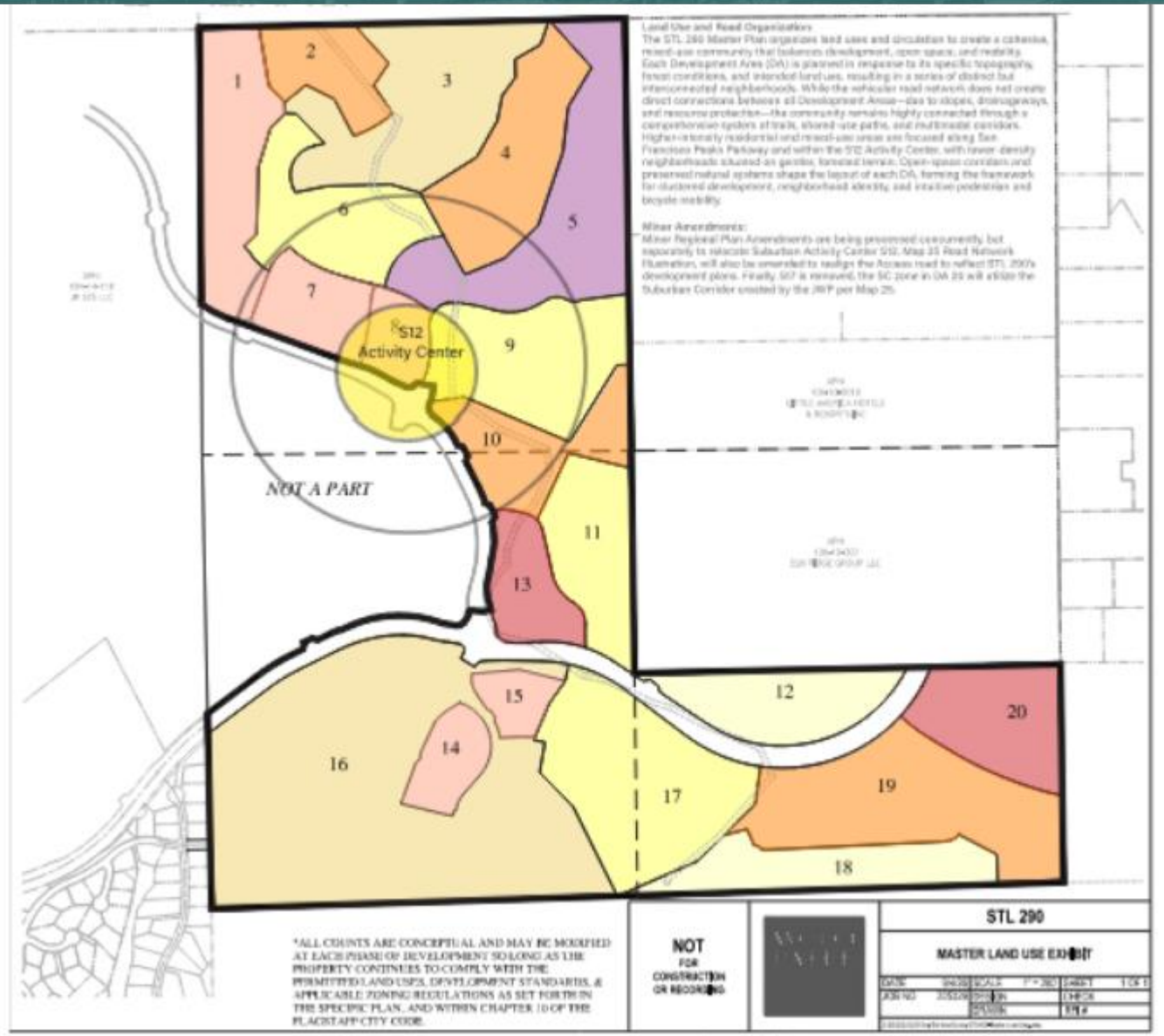
Amend Map 25

- Area to the north is mapped as “Identify Road Network Solutions through Future Study.”
- Regional Plan 2045 also shows the area to the north as an area subject to future connectivity study, without any planned streets shown in the area on Map 25.
- Aligns the Map with the current JW Powell road alignment.
- A Suburban Corridor “serves larger capacities of vehicles and people, with more intense land uses and pedestrian safety is a priority in this setting. These corridors will be wider with faster speed limits, and will emphasize safe pedestrian and bicycle crossings. Local roads access suburban corridors through a hierarchy of functional road classifications. Shops and services are in buildings that front the street.”

STL 290 – Specific Plan

Application 2: Specific Plan

- Defines land use, zoning, infrastructure, and development standards for approximately 290 acres of State Trust Land.
- 20 Development Areas (DA) with proposed zoning classifications of RR, R1, MR, SC, and HC.
- Establishes designated open space, parks, and multimodal trail corridors.
- Outlines required water, sewer, drainage, and public-service infrastructure.
- Provides a phased approach for constructing roads, utilities, and amenities.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Specific Plan Modifications

Modifications to Density requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
3	RR	No min 1 unit/acre max	0.8 unit/acre min 1 unit/acre max
2, 4, 6, 9	R1	2 unit/acre min 6 unit/acre max	4 unit/acre min 6 unit/acre max
1, 7	MR	6 unit/acre min 14 unit/acre max	12 unit/acre min 14 unit/acre max
8	MR	6 unit/acre min 14 unit/acre max	11 unit/acre min 14 unit/acre max

STL 290 – Specific Plan Modifications

Land Use Permissions (Allowed Uses Table)

- Prohibits One Unit Residential Development use in DA 1, 7, 8, 14, and 15.
- Allows Golf Course and Related Facilities use without a Conditional Use Permit in DA 16.

Planned Residential Development Modifications

- Applies PRD standards site-wide rather than per-phase,
- Counts open space collectively,
- Meets PRD points through community-scale amenities rather than parcel-specific features.

STL 290 – Specific Plan Modifications

Modifications to Height requirements

Development Area	Proposed Zone	Zoning Code	Specific Plan
2, 10, 19	R1	35 feet	48 feet
4, 14, 15	R1	35 feet	60 feet
1, 7, 8	MR	35 feet	60 feet
5	HC	60 feet	75 feet
13, 20	SC	35 feet	60 feet

STL 290 – Specific Plan Modifications

Modifications to Setbacks

- Minimum Setbacks per code requires a 20 ft front setback for parking. This requirement is removed by the Specific Plan in the DA zoned RR, R1, and MR. (DA 16 is not included.)
- The Specific Plan increases the side setback in the R1 zoned DA from 3 ft to 5 ft, except in DA 14, 15, and 19 where the side setback is reduced to 0 ft. The zoning code allows for a 0 ft setback for attached single-family dwellings.
- The Specific Plan decreases the side setback in the MR zoned DA from 3 ft to 0 ft. Code allows for a 0 ft setback for attached single-family dwellings.

STL 290 – Specific Plan Modifications

Block Length and Street Connectivity Standards

- The Specific Plan states that the street layout in the Activity Center will not meet the Regional Plan's desired pattern/block size.
- The street network in the DA 1, 4, 5, 6, 7, 8, 9, and 10 may have cul-de-sacs and blocks that exceed the desired maximums due to topographic constraints.
- The plan proposes alternative pedestrian connections to substitute for vehicular block requirements.

STL 290

Housing

- Proposed target of 785 dwelling units.
- Entitlements allow a range of 605 – 1,312 dwelling units.
- The Specific Plan restricts the development of single-family residential housing in five areas (DA 1, 7, 8, 14, and 15).
- No Affordable Housing units are included in the proposal.
- No restrictions on Short Term Rentals

STL 290 – Concept Rezone to R1

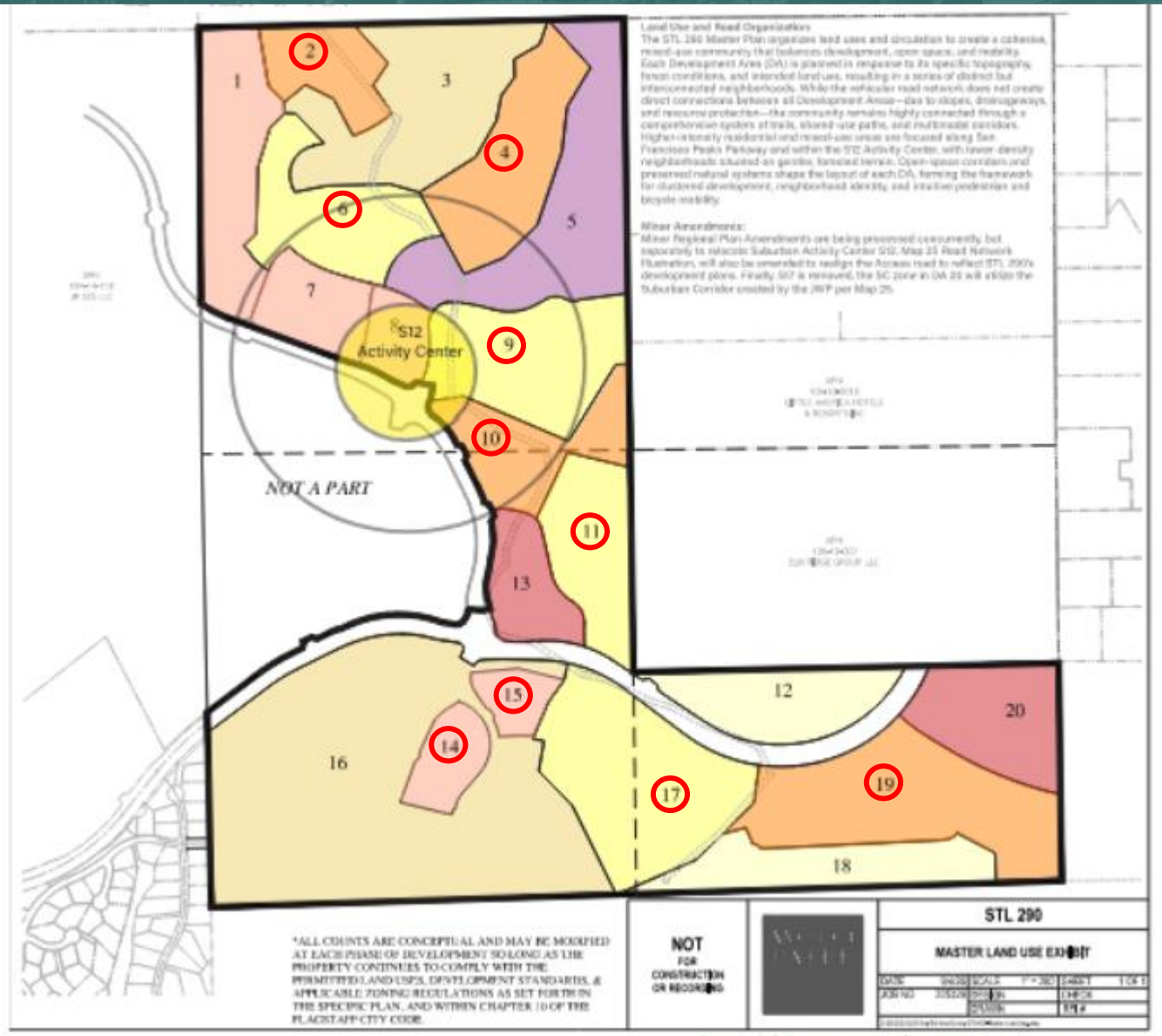
Application 3:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 139 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Single Family Residential (R1) zone with the RPO.

STL 290 – Concept Rezone to R1

Development Areas (DA)

- DA 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO.
- These areas will accommodate between 315-721 (443 target) dwelling units.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to R1

Density

- DA 10, 11, 14, 15, 17, and 19 will meet the density range of the R1 zone (2-6 units per acre).
- The Specific plan requires DA 2, 4, 6, and 9 to have between 4-6 units per acre.
- DA 4, 6, 9, and 10 are located within the S12 Activity Center pedestrian shed and contribute to the minimum required average density of 6 units per acre.

Allowed Uses

- All DA are allowed to develop the permitted residential uses in the R1 zone.
- DA 14 and 15: One Unit Residential Development is prohibited.
- All DA are allowed to develop Outdoor Public Uses under Commercial Uses.

STL 290 – Concept Rezone to SC, HC, MR

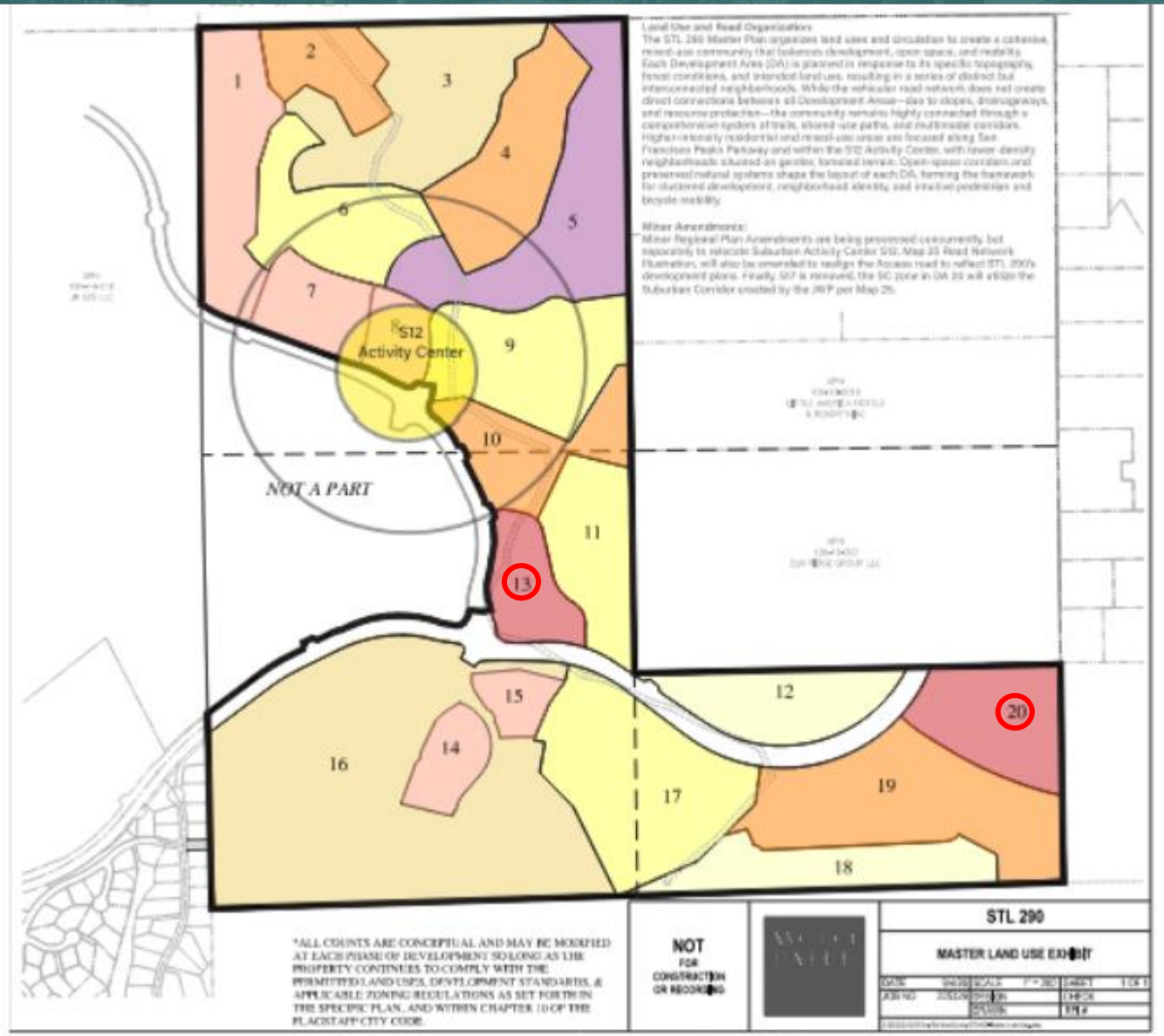
Application 4:

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.12 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

STL 290 – Concept Rezone to SC, HC, MR

Development Areas (DA)

- Rezone two DA (13 and 20) to the SC zone.
- DA 13 is referred to in the Specific Plan as the “Commercial Village”



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Allowed Uses in DA 13 and 20

- Primary Use: General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.
- Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit).
- DA 20 also allows the following primary uses: Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums.
- All Residential uses allowed in the SC zone.

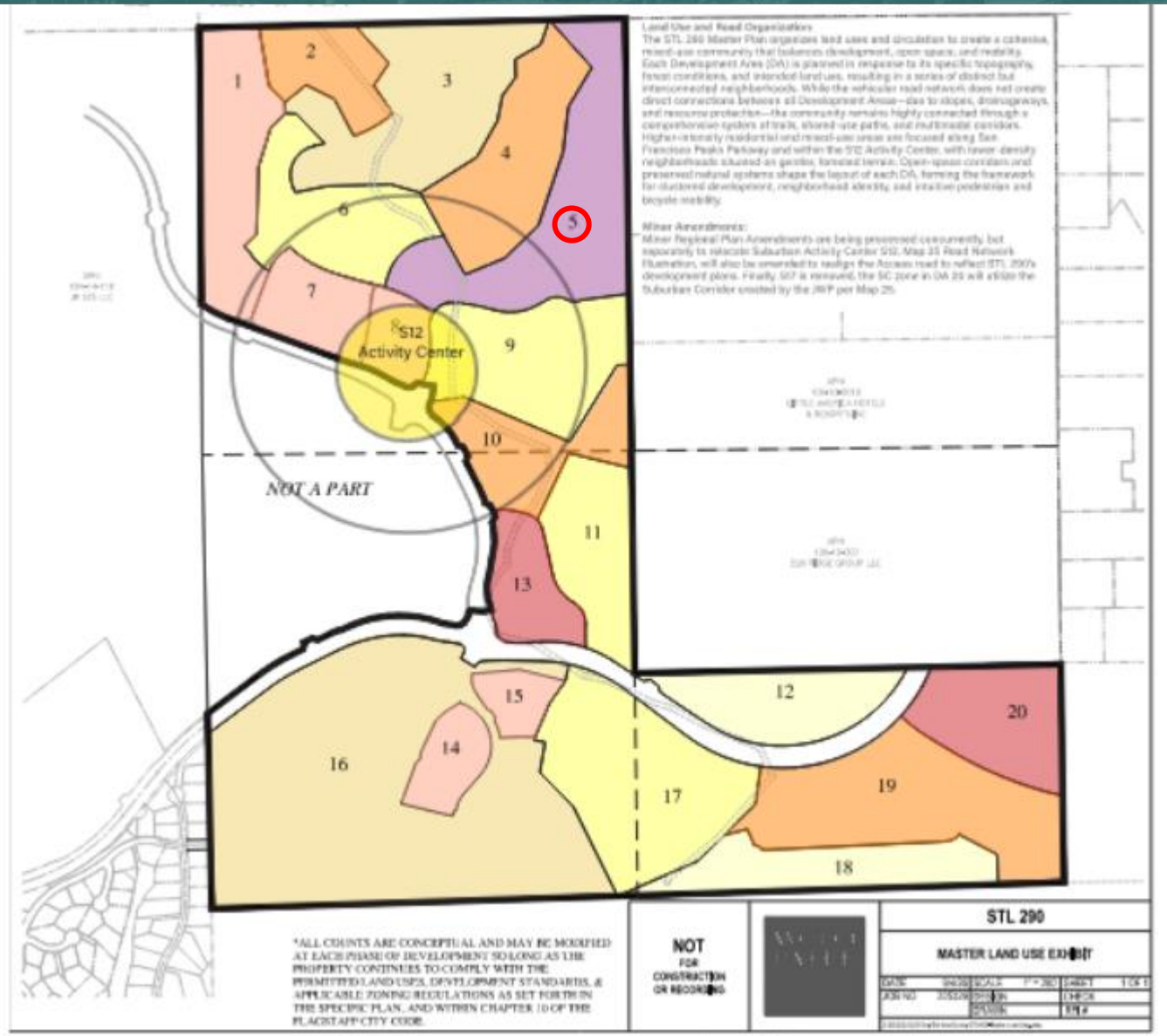
STL 290 – Concept Rezone to SC, HC, MR

Development Areas

- Rezone DA 5 to the HC zone.

Allowed Uses in DA 5

- Primary Use: Travel Accommodations.
- Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden.



STL 290 DEVELOPMENT AREA MAP

STL 290 – Concept Rezone to SC, HC, MR

Development Areas

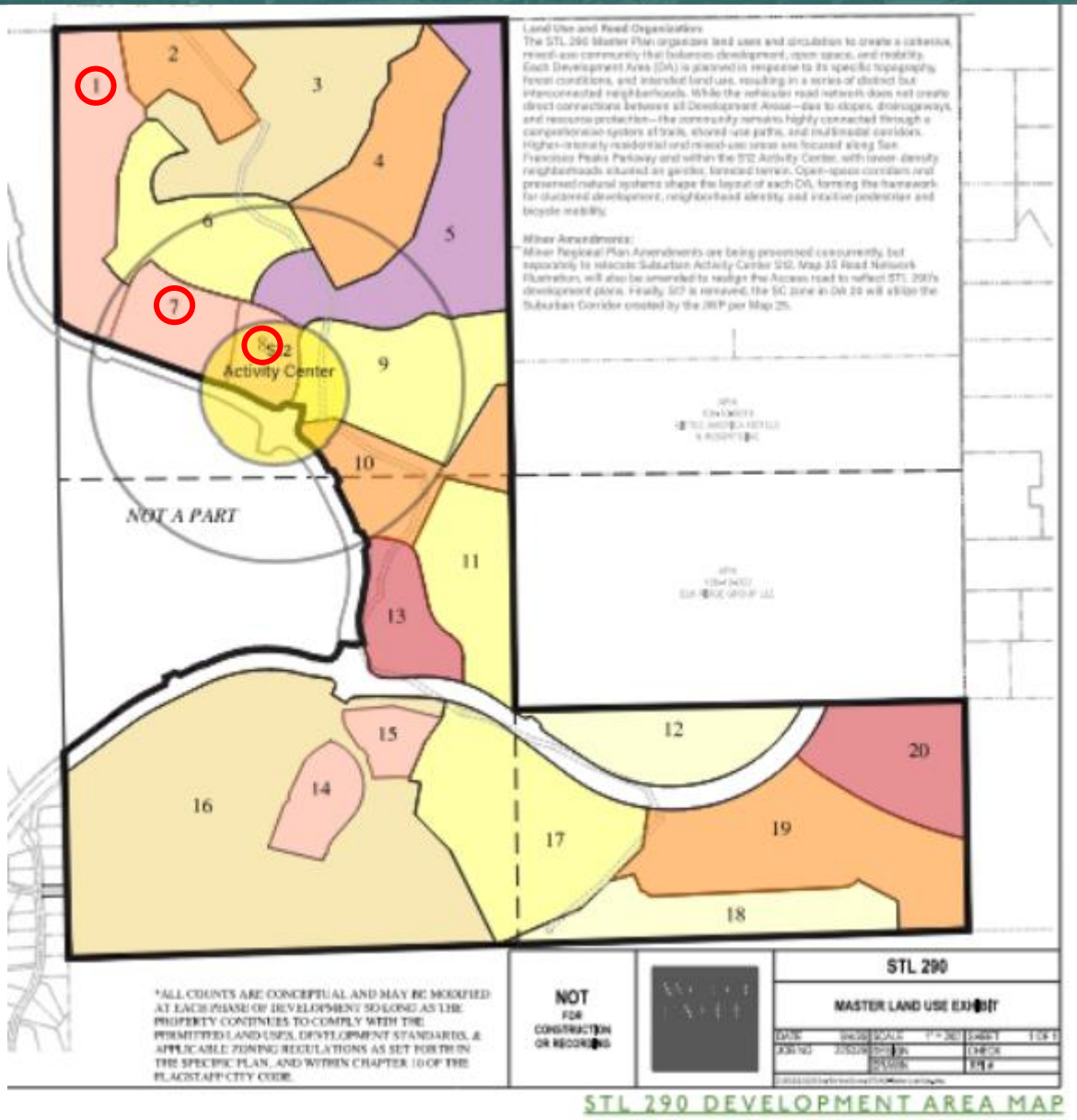
- Rezone DA 1, 7, and 8 to the MR zone.

Allowed Uses in DA 1, 7 and 8

- All residential uses in the MR zone, except One Unit Residential Development is prohibited.
- Outdoor Public Uses is the only allowed commercial use.

Density

- Target 296 dwelling units (280 – 333 dwelling units are allowed).



STL 290 DEVELOPMENT AREA MAP

Entitlements Granted

The entitlements granted by these applications are as follows:

- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

Citizen Participation Plan

- The applicant held three neighborhood meetings for the four applications.
- These meetings were held on March 30, June 4, and September 10, 2026, at 5:30 PM. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.
- Specific Plans are required to have two Planning & Zoning Commission Hearings.
- Per A.R.S. Section 9-461, the proposal was submitted to required government agencies for a 60-day review and further comment on June 12, 2026.

Findings

- The Planning and Zoning Commission shall find that each request is consistent with and in conformance with the goals and policies of the General Plan.
- The Zoning Map Amendments must also be found to be:
  - Consistent with any applicable specific plans,
  - Provide Community Benefits and Public Good, and
  - The affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STL 290 – Minor RP Amendment

Application 1 Recommendation

- The Planning and Zoning Commission voted (4-0) to forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Specific Plan

Application 2 Recommendation:

- The Planning and Zoning Commission voted (3-1) to forward the Specific Plan adoption request to the City Council with a recommendation for approval in accordance with the findings.

STL 290 – Concept Rezone to R1

Application 3 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to R1

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

STL 290 – Concept Rezone to SC, HC, MR

Application 4 Recommendation:

The Planning & Zoning Commission voted (3-1) to forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL 290 – Concept Rezone to SC, HC, MR

Recommendation

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

ORDINANCE NO. 2026-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 72.12 ACRES OF REAL PROPERTY GENERALLY LOCATED NORTHEAST OF THE PINE CANYON DEVELOPMENT FROM RURAL RESIDENTIAL WITH THE RESOURCE PROTECTION OVERLAY TO 20.49 ACRES SUBURBAN COMMERCIAL WITH THE RESOURCE PROTECTION OVERLAY, 23.69 ACRES HIGHWAY COMMERCIAL WITH THE RESOURCE PROTECTION OVERLAY, AND 27.95 ACRES MEDIUM DENSITY RESIDENTIAL WITH THE RESOURCE PROTECTION OVERLAY, WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Symmetry Companies ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 72.12 acres of real property located within the City of Flagstaff, a legal description of which is provided in Exhibit "A" attached hereto and incorporated by this reference ("the Property"), from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone with the RPO, Highway Commercial (HC) zone with the RPO, and Medium Density Residential (MR) with the RPO for purposes of developing allowed commercial uses, a travel accommodation use, and residential subdivisions with 280 - 333 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted three neighborhood meetings on March 30, June 4, and September 10, 2026 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on October 28, and November 12, 2026, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Concept Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff report prepared by the Current

Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan as amended.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Rural Residential (RR) zone in the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone with the RPO, Highway Commercial (HC) zone with the RPO, and Medium Density Residential (MR) with the RPO as set forth in Exhibit "B", attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2026-58 on December 1, 2026 and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document attached hereto as Exhibit "C".
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Ex. A - Legal Description
Ex. B - Zoning Map
Ex. C - Building Footprints & Parking Areas

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

LEGAL DESCRIPTION
STL 340
Proposed SC, HC and MR Zoning

Parcels of land lying within Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

PROPOSED SC, HC, MR ZONING PARCELS – MR ZONING AREA

BEGINNING at the northwest corner of said Section 26, a Bureau of Land Management (BLM) brass cap stamped 1970, from which the north quarter corner of said section, a brass cap stamped LS 4321 ARENCO 1974, bears North 88°47'22" East, (basis of bearing), a distance of 2609.94 feet;
THENCE along the north line of said section, North 88°47'22" East, a distance of 363.01 feet to a point hereby designated as Point “A” for future reference in this description;
THENCE South 09°47'21" East, a distance of 374.34 feet;
THENCE South 44°38'24" East, a distance of 136.99 feet;
THENCE South 02°18'46" East, a distance of 67.43 feet;
THENCE South 44°34'18" West, a distance of 130.30 feet;
THENCE South 17°16'51" West, a distance of 251.64 feet;
THENCE South 01°19'28" West, a distance of 408.39 feet;
THENCE South 45°47'32" West, a distance of 107.48 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the right, having a radius of 155.31 feet, concave southwesterly, whose radius bears South 36°22'53" West, through a central angle of 25°46'10", a distance of 69.85 feet, to the beginning of a reverse curve;
THENCE southeasterly along said reverse curve to the left, having a radius of 152.03 feet, concave northeasterly, through a central angle of 23°57'49", a distance of 63.59 feet;
THENCE South 51°48'46" East, a distance of 83.93 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the right, having a radius of 250.98 feet, concave southeasterly, whose radius bears South 71°05'37" East, through a central angle of 33°55'14", a distance of 148.59 feet, to a point of intersection with a non-tangent line;
THENCE North 52°51'35" East, a distance of 51.44 feet;
THENCE South 49°28'31" East, a distance of 49.56 feet, to the beginning of a curve;
THENCE southeasterly along said curve to the left, having a radius of 645.20 feet, concave northeasterly, through a central angle of 21°37'25", a distance of 243.50 feet, to the beginning of a compound curve;

THENCE easterly along said compound curve to the left, having a radius of 2778.69 feet, concave northerly, through a central angle of 05°32'10", a distance of 268.48 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the right, having a radius of 1206.68 feet, through a central angle of 09°33'58", a distance of 201.47 feet, to the beginning of a compound curve;
THENCE southeasterly along said compound curve to the right, having a radius of 576.78 feet, concave southwesterly, through a central angle of 21°32'11", a distance of 216.80 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said non-tangent curve to the left, having a radius of 138.47 feet, concave easterly, whose radius bears South 59°50'27" East, through a central angle of 33°32'19", a distance of 81.06 feet, to the beginning of a reverse curve;
THENCE southerly along said reverse curve to the right, having a radius of 2056.53 feet, concave westerly, through a central angle of 04°38'11", a distance of 166.42 feet, to the beginning of a compound curve;
THENCE southerly along said compound curve to the right, having a radius of 378.17 feet, concave westerly, through a central angle of 29°34'44", a distance of 195.23 feet, to a point of intersection with a non-tangent line;
THENCE North 78°20'03" West, a distance of 33.54 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the right, having a radius of 41.00 feet, concave northwesterly, whose radius bears North 71°55'59" West, through a central angle of 79°24'31", a distance of 56.82 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the right, having a radius of 121.00 feet, concave northerly, through a central angle of 21°55'17", a distance of 46.29 feet, to a point of intersection with a non-tangent line;
THENCE North 66°23'22" West, a distance of 40.08 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 198.00 feet, concave northeasterly, through a central angle of 05°44'21", a distance of 19.83 feet;
THENCE North 60°39'01" West, a distance of 68.14 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the left, having a radius of 660.00 feet, concave southwesterly, through a central angle of 13°14'26", a distance of 152.52 feet;
THENCE North 73°53'27" West, a distance of 60.62 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 988.00 feet, concave northerly, through a central angle of 04°12'31", a distance of 72.57 feet;
THENCE North 69°40'56" West, a distance of 538.79 feet;
THENCE North 24°40'56" West, a distance of 35.36 feet;
THENCE North 69°40'56" West, a distance of 57.00 feet;
THENCE South 65°19'04" West, a distance of 35.36 feet;
THENCE North 69°40'56" West, a distance of 98.19 feet, to the beginning of a curve;
THENCE northwesterly along said curve to the right, having a radius of 562.00 feet, concave northeasterly, through a central angle of 17°22'13", a distance of 170.38 feet, to a point of intersection with a non-tangent line;
THENCE North 00°21'02" West, a distance of 1693.58 feet, to the **POINT OF BEGINNING**.

Containing 1215152 square feet or 27.8961 acres, more or less.

TOGETHER WITH

PROPOSED SC, HC, MR ZONING PARCELS – HC ZONING AREA

COMMENCING at said Point "A";
THENCE along the north line of said Section 26, North 88°47'22" East, a distance of 1781.64 feet, to the **POINT OF BEGINNING**;
THENCE continuing North 88°47'22" East, a distance of 465.26 feet, to the north quarter corner of said section,
THENCE leaving said north line, along the north-south mid-section line, South 00°49'22" East, a distance of 1688.41 feet, to a point hereby designated as Point "B" for future reference in this description;
THENCE leaving said mid-section line, South 82°36'06" West, a distance of 291.14 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the right, having a radius of 92.93 feet, concave northerly, whose radius bears North 29°00'36" West, through a central angle of 61°09'36", a distance of 99.19 feet, to the beginning of a reverse curve;
THENCE westerly along said reverse curve to the left, having a radius of 112.35 feet, concave southerly, through a central angle of 62°13'03", a distance of 122.00 feet, to the beginning of a reverse curve;
THENCE southwesterly along said reverse curve to the right, having a radius of 37024.91 feet, concave northwesterly, through a central angle of 00°06'20", a distance of 68.20 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the right, having a radius of 344.13 feet, concave northerly, through a central angle of 46°27'21", a distance of 279.03 feet, to the beginning of a reverse curve;
THENCE westerly along said reverse curve to the left, having a radius of 1200.79 feet, concave southerly, through a central angle of 12°02'31", a distance of 252.37 feet, to the beginning of a compound curve;
THENCE southwesterly along said compound curve to the left, having a radius of 138.47 feet, concave southeasterly, through a central angle of 64°17'34", a distance of 155.38 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said non-tangent curve to the left, having a radius of 576.78 feet, concave southwesterly, whose radius bears South 44°28'03" West, through a central angle of 21°32'11", a distance of 216.80 feet, to the beginning of a compound curve;
THENCE westerly along said compound curve to the left, having a radius of 1206.68 feet, concave southerly, through a central angle of 05°50'11", a distance of 122.92 feet, to a point of intersection with a non-tangent line;
THENCE North 17°05'41" East, a distance of 82.06 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 319.44 feet, concave southeasterly, through a central angle of 65°37'42", a distance of 365.89 feet, to the beginning of a reverse curve;

THENCE easterly along said reverse curve to the left, having a radius of 432.83 feet, concave northerly, through a central angle of 10°01'15", a distance of 75.70 feet, to a point of intersection with a non-tangent line;
THENCE South 28°39'38" East, a distance of 273.60 feet;
THENCE North 67°29'26" East, a distance of 264.13 feet;
THENCE North 45°55'37" East, a distance of 286.68 feet;
THENCE North 18°36'03" East, a distance of 473.27 feet;
THENCE North 06°45'07" East, a distance of 280.71 feet;
THENCE North 30°50'14" East, a distance of 281.92 feet;
THENCE North 41°54'21" West, a distance of 390.85 feet, to the **POINT OF BEGINNING**.

Containing 1,031,735 square feet or 23.6854 acres, more or less.

TOGETHER WITH

PROPOSED SC, HC, MR ZONING PARCELS – SC ZONING (WEST)

COMMENCING at said Point "B";
THENCE along the north-south mid-section line of said Section 26, South 00°49'22" East, a distance of 962.36 feet, to the center of said section;
THENCE continuing South 00°47'55" East, a distance of 1202.20 feet, to a point hereby designated as Point "C" for future reference in this description;
THENCE leaving said mid-section line, South 89°12'05" West, a distance of 297.89 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING**;
THENCE westerly along said non-tangent curve to the left, having a radius of 720.99 feet, concave southerly, whose radius bears South 18°23'06" West, through a central angle of 21°11'23", a distance of 266.65 feet, to the curves end;
THENCE South 87°11'43" West, a distance of 121.67 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 618.99 feet, concave northerly, through a central angle of 07°37'48", a distance of 82.43 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the right, having a radius of 100.00 feet, concave northeasterly, through a central angle of 41°38'15", a distance of 72.67 feet, to the curves end;
THENCE North 43°32'15" West, a distance of 22.61 feet;
THENCE North 04°50'36" West, a distance of 68.03 feet;
THENCE North 27°09'24" West, a distance of 25.31 feet;
THENCE North 14°24'13" West, a distance of 65.97 feet;
THENCE North 14°24'32" West, a distance of 66.15 feet, to the beginning of a curve;
THENCE northerly along said curve to the right, having a radius of 280.74 feet, concave easterly, through a central angle of 29°02'36", a distance of 142.31 feet, to the beginning of a reverse curve;
THENCE northerly along said reverse curve to the left, having a radius of 770.99 feet, concave westerly, through a central angle of 08°06'50", a distance of 109.18 feet, to the beginning of a reverse curve;

THENCE northerly along said reverse curve to the right, having a radius of 288.00 feet, concave easterly, through a central angle of 07°16'17", a distance of 36.55 feet, to the beginning of a reverse curve;
THENCE northerly along said reverse curve to the left, having a radius of 312.00 feet, concave westerly, through a central angle of 16°34'11", a distance of 90.23 feet, to the beginning of a compound curve;
THENCE northerly along said compound curve to the left, having a radius of 781.99 feet, concave westerly, through a central angle of 07°27'41", a distance of 101.84 feet, to a point of intersection with a non-tangent line;
THENCE North 32°04'59" East, a distance of 36.43 feet;
THENCE North 23°34'35" West, a distance of 39.60 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the right, having a radius of 250.48 feet, concave southerly, whose radius bears South 15°17'10" East, through a central angle of 27°59'17", a distance of 122.35 feet, to the beginning of a compound curve;
THENCE easterly along said compound curve to the right, having a radius of 5117752.63 feet, concave southerly, through a central angle of 00°00'03", a distance of 83.11 feet, to the beginning of a compound curve;
THENCE southeasterly along said compound curve to the right, having a radius of 136.19 feet, concave southwesterly, through a central angle of 63°21'57", a distance of 150.62 feet, to the beginning of a compound curve;
THENCE southerly along said compound curve to the right, having a radius of 6441.75 feet, concave westerly, through a central angle of 02°27'08", a distance of 275.70 feet, to the beginning of a reverse curve;
THENCE southeasterly along said reverse curve to the left, having a radius of 263.06 feet, concave northeasterly, through a central angle of 49°05'00", a distance of 225.36 feet, to the beginning of a reverse curve;
THENCE southeasterly along said reverse curve to the right, having a radius of 146.62 feet, concave southwesterly, through a central angle of 62°05'21", a distance of 158.88 feet, to the beginning of a reverse curve;
THENCE southerly along said reverse curve to the left, having a radius of 2192.00 feet, concave easterly, through a central angle of 03°48'36", a distance of 145.76 feet, to the **POINT OF BEGINNING**.

Containing 334,147 square feet or 7.6710 acres, more or less.

TOGETHER WITH

PROPOSED SC, HC, MR ZONING PARCELS – SC ZONING (EAST)

COMMENCING at said Point "C";
THENCE along the north-south mid-section line of said Section 26, South 00°47'55" East, a distance of 160.71 feet, to the northwest corner of the south half of the southeast quarter of said section;
THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, North 88°50'30" East, a distance of 1817.61 feet, to the **POINT OF BEGINNING**;

THENCE continuing North 88°50'30" East, a distance of 795.64 feet, to the northeast corner of said south half of the southeast quarter;
THENCE leaving said north line, along the east line of said section, South 00°47'01" East, a distance of 805.73 feet, to a point of intersection with a non-tangent curve;
THENCE westerly along said non-tangent curve to the right, having a radius of 2371.74 feet, concave northerly, whose radius bears North 12°58'05" East, through a central angle of 17°58'03", a distance of 743.76 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the right, having a radius of 9647.35 feet, concave northeasterly, through a central angle of 00°58'56", a distance of 165.37 feet, to the beginning of a compound curve;
THENCE northwesterly along said compound curve to the right, having a radius of 1024.61 feet, concave northeasterly, through a central angle of 10°30'51", a distance of 188.02 feet, to the curves end;
THENCE North 47°34'05" West, a distance of 18.82 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the left, having a radius of 980.50 feet, concave northwesterly, whose radius bears North 47°34'05" West, through a central angle of 13°19'35", a distance of 228.05 feet, to the beginning of a compound curve;
THENCE northeasterly along said compound curve to the left, having a radius of 750.50 feet, concave northwesterly, through a central angle of 09°41'52", a distance of 127.03 feet, to the **POINT OF BEGINNING**.

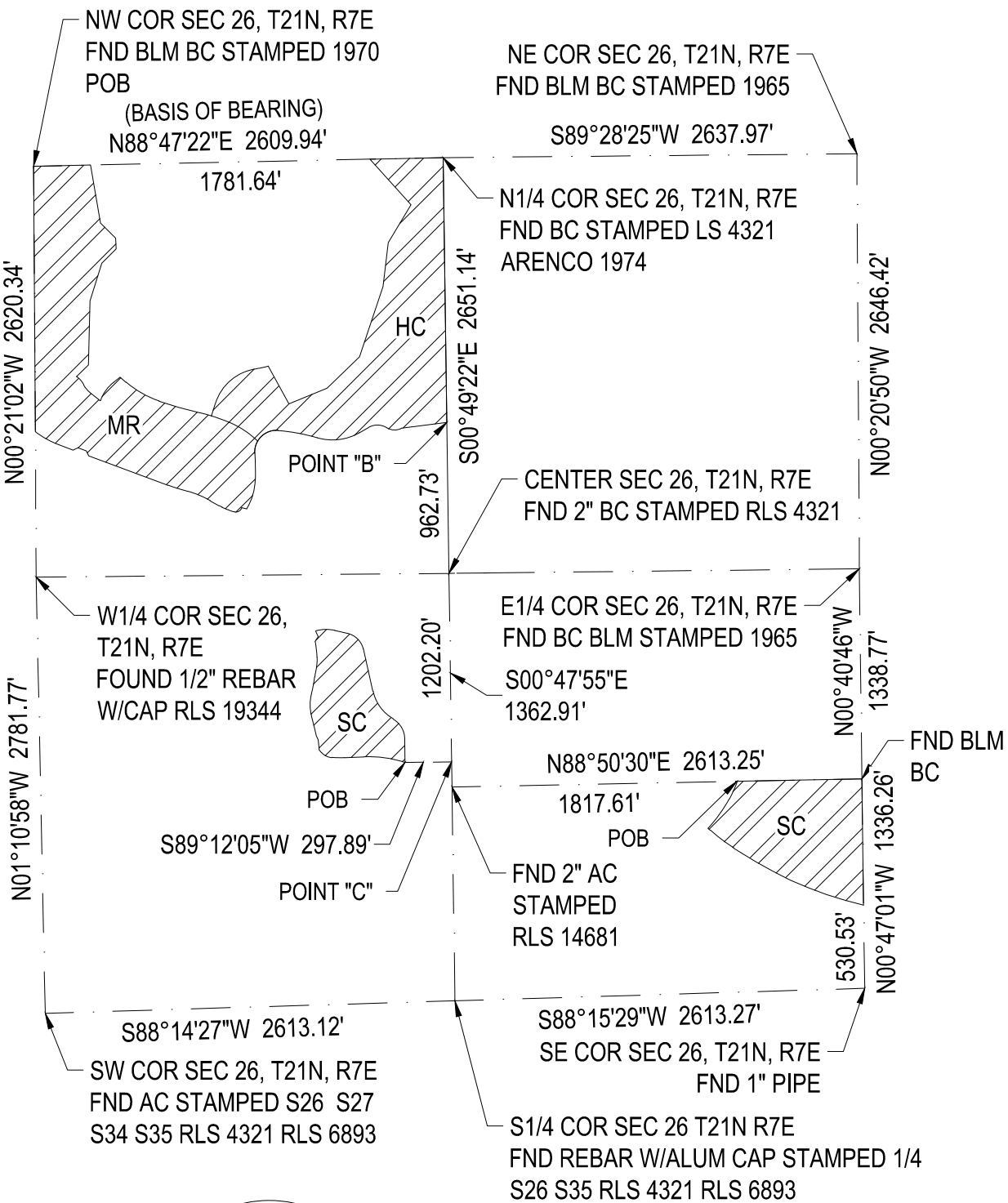
Containing 558,350 square feet or 12.8180 acres, more or less.

Subject to existing right-of-ways and easements.

This legal description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of October, 2022. Any monumentation noted in this legal description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2022\225329 STL 340 Proposed SC, HC and MR Zoning L10R02 09-04-26.docx





WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 09-04-26
ARIZONA, U.S.A.

EXPIRES 12-31-2027

N

EXHIBIT "A"

STL 340
PROPOSED SC, HC & MR ZONING
09/04/2026
WP# 225329
PAGE 7 OF 7
NOT TO SCALE
Z:\2022\225329\Survey\Legal\5329-L10R02.dwg

STL 290 Proposed Zoning

Proposed Zoning Category	Acreage	Development Areas
SC-RPO	20.49	13, 20
HC-RPO	23.69	5
MR-RPO	27.95	1, 7, 8
Total	72.12	

N

0 200 400

Horz. 1 in. = 200 ft.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

NOT A PART

APN:
104-14-118
JP 325 LLC

APN:
106-10-002
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001D
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001C
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-001B
LITTLE AMERICA HOTELS
& RESORTS INC

APN:
106-10-003
ELK RIDGE GROUP LLC

*ALL COUNTS ARE CONCEPTUAL AND MAY BE MODIFIED AT EACH PHASE OF DEVELOPMENT SO LONG AS THE PROPERTY CONTINUES TO COMPLY WITH THE PERMITTED LAND USES, DEVELOPMENT STANDARDS, & APPLICABLE ZONING REGULATIONS AS SET FORTH IN THE SPECIFIC PLAN, AND WITHIN CHAPTER 10 OF THE FLAGSTAFF CITY CODE.

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

STL 290

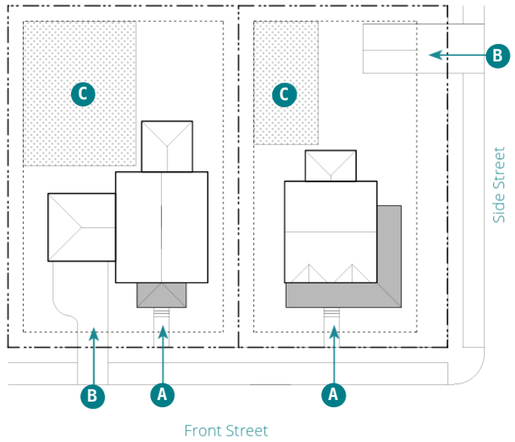
PROPOSED SC, HC & MC ZONING EXHIBIT

DATE	6/26/26	SCALE	1" = 200'	SHEET	1 OF 1
JOB NO	225329	DESIGN		CHECK	
		DRAWN		RFI #	

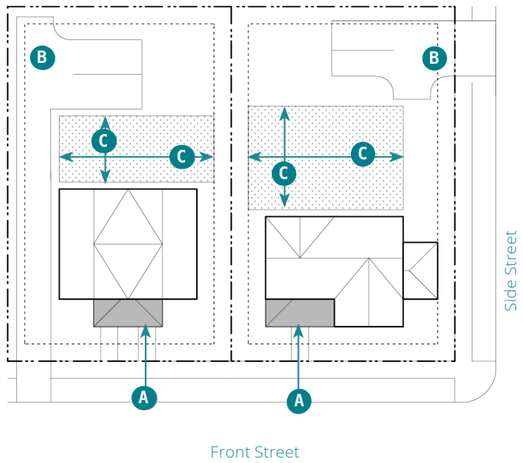
Z:\2022\225329\Dwg\Exhibits\Zoning\STL405-Master Land Use.dwg

SAMPLE RESIDENTIAL BUILDING FOOTPRINTS & PARKING AREAS

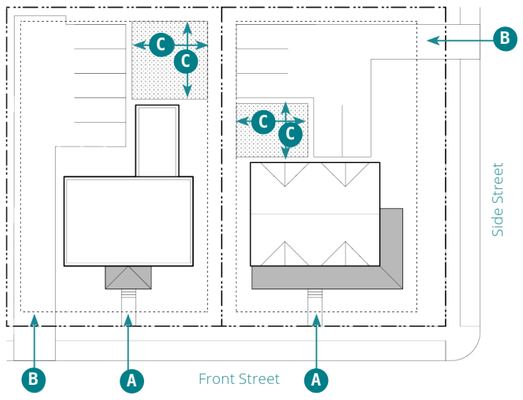
1 Single-Family Detached



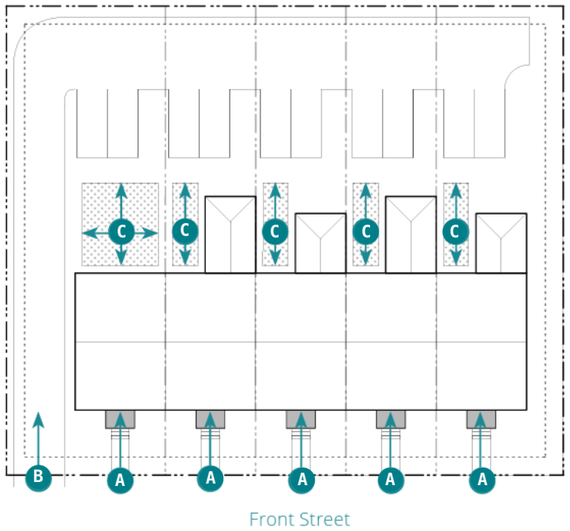
2 Duplex



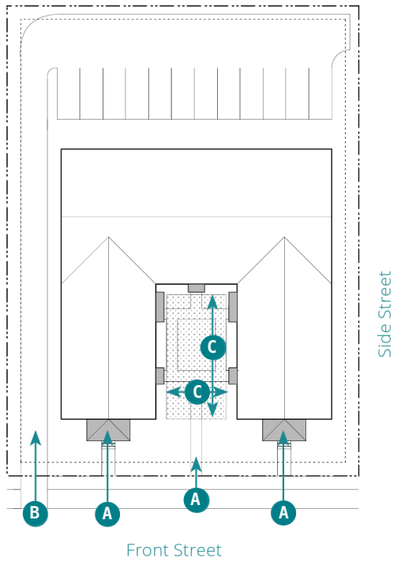
3 Three/Fourplex



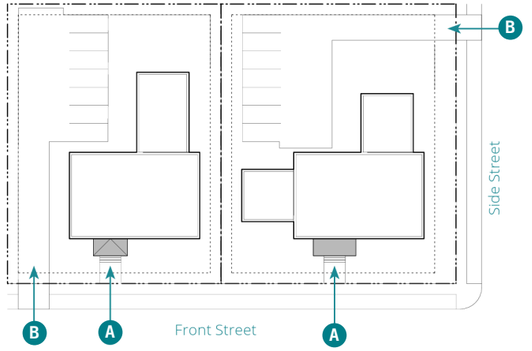
4 Single-Family Attached (Town-homes)



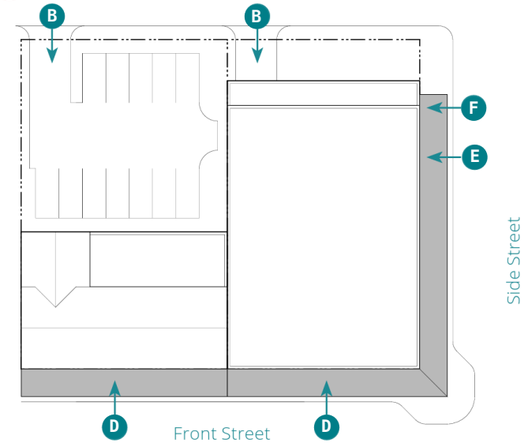
5 Multi-Family (Courtyard)

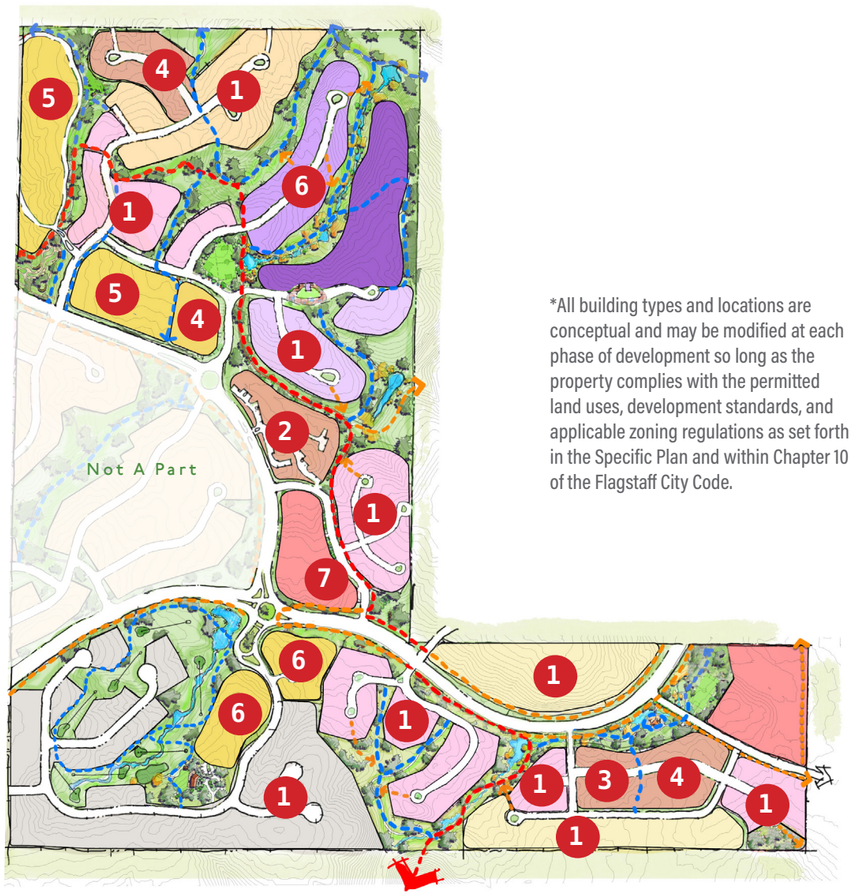


6 Multi-Family (Multiplex/Condos)



7 Multi-Family (Condo Above Commercial)





*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

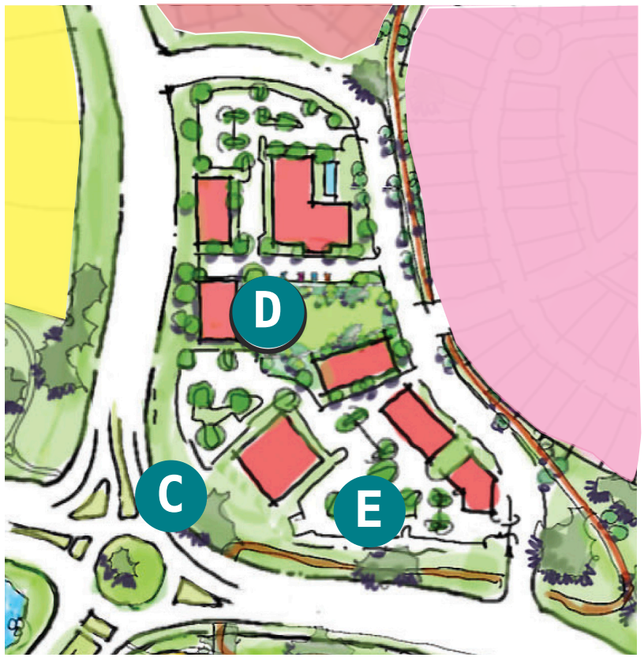
- A Main Entry Location
- B Driveway and Parking
- C Open Space
- D Upper Floor Units to be accessed by common entry along front or side street
- E Ground Floor shops to have individual entries along the adjacent street
- F On corner design sites, units in a wing or accessory structure to enter from side street

SAMPLE BUILDING FOOTPRINTS & COMMERCIAL PARKING AREAS

8 Family Lodge



9 Commercial Village



- A Family Lodge
- B Lodge Parking Located within Below-Grade Garage and Surface Level Lots
- C Commercial Village
- D Plaza Park
- E Parking Areas Conceptually Located on the Side or Behind Commercial Structures



*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-25-00159-01

DATE: **September 25, 2026**
MEETING DATE: **October 28, 2026**
REPORT BY: **Alaxandra Pucciarelli**

REQUEST:
A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.14 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO. This request is contingent on the approval of a Minor Regional Plan Amendment and a new Specific Plan. This is the second Concept Zoning Map Amendment, the first is the request to rezone to Single Family Residential (R1) zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval, subject to conditions of approval.

PRESENT LAND USE:
The subject property is comprised of a portion of State Trust land located in portions or all of T21N, R7E, Section 26 in the City of Flagstaff, ASLD KE53-120834. The original parcel was approximately 400 acres. The land is undeveloped.

PROPOSED LAND USE:
A mixed-use development consisting of 785 proposed dwelling units, 120-key travel accommodation use, estimated 80,000 square feet of commercial space, and natural and recreational spaces. The associated applications allow for a variety of housing types, including single-family detached, single family attached, duplex, triplex, fourplex, garden style apartments, and multi-family condominiums.

ENTITLEMENTS GRANTED:
Although the applicant has indicated a proposed use for this site, by granting this rezoning application request, as well as the other requests associated with this project, Council will be granting the rights to develop a variety of types of development, including but not limited to the proposed land use. The entitlements granted by this application are as follows: between 605 – 1,312 dwelling units, a travel accommodations use of unlimited size, a range of commercial uses as listed in Table 2 of the Specific Plan. Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North:	Little America Hotel undeveloped land; Estate Residential (ER) Zone
East:	Undeveloped land, Rural Residential (RR) Zone and ER Zone
South:	Coconino National Forest, Public Lands Forest (PLF) Zone
West:	Juniper Point future residential subdivision, RR Zone
	Pine Canyon, Single-family Residential (R1) Zone

I. Project Introduction

A. Background

The applicant is requesting a Minor Regional Plan Amendment to support the proposed Specific Plan and the rezonings of approximately 210 acres to accommodate a new residential subdivision, a resort, and commercial uses. The residential subdivision will contain parcels zoned RR, R1, and Medium Density Residential (MR). The extension of JWP Boulevard extends across the southern portion of the development site. The commercial zoning includes Development Area 5 to be rezoned to HC to allow the travel accommodation use and other uses identified in the Specific Plan. Also included are Development Areas 13 and 20 to be rezoned to SC to allow commercial uses identified in the Specific Plan.

The Concept Zoning Map Amendment application was submitted in August of 2025 and found complete in November of 2025. This was prior to the adoption of the new Regional Plan 2045. The application is being reviewed under the previous Regional Plan 2030.

B. Proposed Rezoning and Development Plan

To implement the overall specific area plan, two rezonings are required. The first rezoning applies to Development Areas 2, 4, 6, 9, 10, 11, 14, 15, 17, and 19—totaling approximately 139 acres—to be rezoned from RR with the RPO to R1 with the RPO. These areas will accommodate between 315-721 (443 target) dwelling units. This is the second rezoning request, to rezone 72.14 acres from the RR zone with the RPO to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

The first part of this rezoning request is to rezone two Development Areas (13 and 20) to the SC zone. Development Area 13 is part of phase 2B and Development Area 20 is part of the final phase 5. Development Area 13 is referred to in the Specific Plan as the "Commercial Village" and is located at the intersection of JW Powell Boulevard and Ponavera, along the commercial suburban corridor. The Specific Plan lists the allowed uses as General Retail Business, Bars/Taverns, Farmers Markets and Flea Markets, Mixed Use, Restaurant, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking in both Areas. Development Area 20 also allows Automobile Service Station and Convenience Store, and Public Services.

Both SC zoned parcels are allowed to include Residential uses along with the listed Commercial uses. Development Area 13 intends to develop 20 residential units as "Missing Middle Type 2" units or as part of a vertical mixed use development. The applicant defines "Missing Middle Type 2" as duplex, triplex, fourplex, townhome, multiplex or condo product types. The specific plan allows all residential uses in the SC zone.

The second part of the rezoning request it to rezone Development Area 5 to the HC zone. Development Area 5 is the location of the proposed "Lodge," a travel accommodation use to be developed as part of phase 3 . The parking for the lodge will be underground and surface lots. In addition, this Area is strongly encouraged to develop Restaurant, Bars/Tavern, and General Retail Business Uses. These additional uses will create an area that serves both residents and visitors, in line with the characteristics of a Neighborhood scale Suburban Activity Center.

The third part of the rezoning request is to rezone Development Areas 1, 7, and 8 to the MR zone. The Specific Plan identifies a possible range of housing types allowed in the MR zoned Development Areas. The applicant defines "Medium Density Residential Land Use" as providing single-family attached, condominiums, multi-family, multiplex, and garden style apartments. Single-family detached units are not supported in the MR zoned Development Areas. The specific plan states that all allowed uses in the MR zone are permitted except for one unit residential development.

The Specific Plan increases the required minimum density in the MR zoned Development Areas from the zoning code required 6 units per acre; up to 12 units per acre in Areas 1 and 7, and up to 11 units per acre in Area 8. These three

Development Areas are within the pedestrian shed of the S12 Activity Center and contribute to the Regional Plan's minimum required average density of 6 units per acre. These three Areas propose to provide 137, 109, and 50 residential units respectively.

As stated in the applicant's narrative, the architecture within the commercial, lodging, and medium-density areas of STL 290 will build upon the community's mountain-inspired theme while incorporating architectural details drawn from Flagstaff's historic structures, including influences from the city's early railroad-era buildings, timber-frame lodges, and masonry storefronts. These elements will be interpreted in a contemporary manner, blending traditional craftsmanship with modern form and function. Buildings will combine natural materials, timber, stone, and weathered steel, with clean, modern detailing to create a warm yet sophisticated architectural expression. Rooflines will incorporate a mix of low-slope and gable forms with extended overhangs, exposed structural elements, and articulated massing to establish rhythm and scale appropriate to both pedestrians and vehicles. Exterior façades will integrate wood siding, heavy timber accents, native stone bases, and rusted metal trim. Architectural detailing may include steel brackets, wood beam connections, and masonry pilasters, evoking the craftsmanship found in Flagstaff's early 20th-century architecture. Large windows and glass storefronts will activate the ground level and enhance transparency in the Commercial Village and lodge areas, creating a lively and inviting pedestrian realm. Complementary signage, lighting, and outdoor gathering spaces will reinforce this aesthetic, extending the architectural language into the streetscape. The material palette and color scheme will draw from the natural tones of the surrounding ponderosa forest and the city's historic masonry structures, ensuring that built forms feel rooted in both the landscape and Flagstaff's cultural heritage.

II. Concept Zoning Plan

On November 24, 2025, the Inter-Department Staff (IDS) deemed the application for Concept Zoning Map Amendment to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review or Subdivision Plat prior to submitting civil plans or building permits.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 72.14 acres will be rezoned from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO. Development of the site will be conditioned to the approved Specific Plan, the Building Footprint & Parking Areas document, and Development Agreement. The concept zone submission provided includes the general development site layout, character images, building footprints and parking areas, concept natural resource protection plan, open space areas, proposed road network, trails, and phasing. Proposed development that is in accordance with the approved Specific Plan, the Building Footprint & Parking Areas document, and Development Agreement will not require future modification of this zoning map amendment.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the application for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridors, and the built environment and land use context.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site, protecting floodplains, steep slopes, and native trees. The Zoning Code requires 50% of the tree resources to be saved in the R1 zone. However, the applicant has elected to be a part of the Tree resource pilot program and will work with City Planning and Fire staff to determine where

areas of tree resources shall be protected. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, showing areas the applicant intends to maintain as undisturbed. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of any Site Plan or Preliminary Plat review. Staff will ensure compliance with the Zoning Code during Site Plan, Plat, and Civil Plan review.

iii. Common Space & Civic Space

The Flagstaff Zoning Code requires that a Planned Residential Development (PRD) provides a minimum of 15% of the development area to be Common Space. The Specific Plan identifies the Development Areas that will use the PRD standards and allows the required Common Space to be provided across the entire development site. The Specific Plan identifies the intended locations and areas of the required Common Space.

The Specific Plan also includes the planned development of four community parks: Central Park (DA 5 in phase 3), North Park (DA 1 in phase 4), Plaza Park (DA 13 in phase 2B) and East Park (DA 19 and 20 in phase 5).

iv. Pedestrian and Bicycle Circulation Systems

On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards in conjunction with the proposed collector level roadway that will serve the interior of the project. A proposed road network and trail plan has been provided to show how internal site connections are intended. Final determinations of these connections will be determined during the site plan/plat review of the individual Development Areas. Flagstaff Urban Trail System (FUTS) trails will be provided along JW Powell Boulevard. The Arizona Trail currently crosses the property and will be realigned as the site develops, while maintaining public access. Staff will work with the applicant during the site plan/plat review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity. Patterns of Development include streetscapes, site relationships, signage, and landscape features. Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The Specific Plan allows for increased height in 13 development areas. Development areas 13 and 20 increase the maximum height from 35 ft to 60 ft. Development Area 5 increases the maximum height from 60 ft to 75 ft. Development Areas 1, 7, and 8 increase the maximum height from 35 ft to 60 ft. Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The application includes architectural character images of the proposed style, materials, and design elements to be used in the development.

vi. Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. The Specific Plan includes landscape character areas that will be applied to the development.

vii. Outdoor Lighting

Outdoor Lighting will be reviewed with each submitted Building Permit. The property is located in Lighting Zone 2.

viii. Parking

Parking will be reviewed with each future development application. The parking for the lodge will be underground and surface lots.

ix. Historic/Cultural Resources

A Cultural Resource Report was completed by the State of Arizona for the subject property prior to the property going up for sale. As a condition of the sale, the applicant has agreed that prior to any ground disturbance in areas not previously subject to a cultural resources survey, they shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

If, following receipt of ASLD Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. § 41-844, and the Arizona State Land Department Cultural Resources Section Manager.

B. <u>Public Systems Impact Analysis</u>

i. Transportation Impact Analysis (TIA)

City staff reviewed a STL 405 Master TIA sealed September 15, 2026. The following conclusions and recommendations have been documented in this study and made as a condition of City staff's approval:

The TIA evaluates three development horizon years: 2028, 2034, and 2045. A review of the detailed trip generation reveals that for the 2028 analysis horizon, the proposed development could generate 792 external trips over the course of a typical weekday, with 52 external trips (13 in/39 out) during the AM peak hour and 71 external trips (44 in/27 out) during the PM peak hour. In 2034 it is expected that the proposed development could generate an additional 3,274 daily external trips, with 91 additional external trips (54 in/37 out) during the AM peak hour and 244 external trips (120 in/124 out) during the PM peak hour. The total 2034 expected trips (2028 + 2034) is anticipated to be 4,066 daily trips, with 143 external trips (67 in/76 out) during the AM peak hour and 315 external trips (164 in/151 out) during the PM peak hour. In 2045 it is expected that the proposed development could generate an additional 7,816 daily external trips, with 439 additional external trips (160 in/279 out) during the AM peak hour and 635 external trips (358 in/277 out) during the PM peak hour. At full build (2028 + 2034 + 2045), the proposed development could generate 11,882 external trips over the course of a typical weekday, with 582 external trips (227 in/355 out) during the AM peak hour and 950 external trips (522 in/428 out) during the PM peak hour.

JW Powell Boulevard shall be connected to S Fourth Street prior to issuance of a building permit for any development within the Specific Plan area. The residential units in Development area 16 have prior approval and may move forward without this connection.

The TIA proposes mitigation for the proposed development to City transportation infrastructure, and City staff have conditioned approval on specific improvements. The staff memo outlining the conditions of approval is attached to this report. The Development Agreement shall include required improvements, timing, and proportional shares of the required improvements.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed on September 5, 2023. In December 2024, an extension request was made by the applicant. Water Services staff approved this request in October of 2025. The water and sewer commitments will now expire two years after the City's offsite improvement project to

upsize the off-site sewer trunk line is completed. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. Off-site improvements are discussed in more detail below. It is the developer's responsibility to design and construct all on-site, off-site, and connecting water and sewer infrastructure per the City of Flagstaff Engineering Standards.

Water system demand was based on 640 low density single family residential units, 590 medium-density single family residential units, and a 250-room resort. The current proposal is for 785 residential units and includes additional commercial uses. The WSIA was completed for the entire State Land parcel, however a portion of that property is now intended to be developed under Juniper Point. Approximately 66 single family dwelling units contemplated in the WISA are now designated to be part of the adjacent Juniper Point subdivision. Future development proposals will need to be compared to the existing WSIA. Additional demands may require a new or amended WSIA.

Water
Currently, no public water infrastructure exists on the property. To connect to the existing public water system, offsite waterline extensions will be necessary. The applicant shall obtain necessary utility easements.

The development proposes tapping into the existing water infrastructure at five possible locations. In the southern region of the development, an extension of the 20" water line within JW Powell Boulevard is proposed to extend through the new development. There is also an option for an 8" tie-in within the existing Pine Canyon neighborhood. There is an existing Public Utility Easement (PUE) to the shared property line but the waterline is in Pinyon Jay Drive and would need to be extended.

In the northern region of the development, there are three proposed locations to tie into the existing 27" water main in Bow and Arrow Wash. The locations are all dependent on coordination with the adjacent Juniper Point Development to the west. A 12" waterline within the proposed road to the Juniper Point neighborhood will provide the connection between the existing waterlines in JW Powell Boulevard and the 27" main in Bow and Arrow Wash. This connection will be required to provide a second source of water to the development. In addition, two 8" waterline alternate connections are shown to connect to the Juniper Point development.

Wastewater
There is no sewer infrastructure on the property. The existing public sewer interceptor in the Rio De Flag will be utilized for this project. The sewer main varies in size with 24", 36", and 42" pipe diameters, increasing in diameter from west to east. The sewer main crosses one corner of the property, but in other connection locations, offsite sewer extensions will be required to reach the existing public system.

The development proposes to connect to the existing sewer infrastructure at seven locations. In the southern region of the development, an 8" sewer within JW Powell Boulevard is proposed to extend through the new development. A range of 8"-12" sewer mains collect the wastewater from the Specific Plan area.

iii. Stormwater Analysis
A Drainage Impact Analysis, stamped July 2026, was reviewed by City staff. The report draws the following conclusions:

1. The minimum level of post-development on-site LID stormwater storage is included within the 19 ac-ft of storage required for the Site as a result of the rezoning and is in compliance with the City of Flagstaff Low Impact Development Manual (LIDM).
2. Based on the results of the hydrologic modeling, it was demonstrated the application of the Master Stormwater Storage Plan there shall be no increase in the ponding elevation at "Lake Continental".
3. Per the Preliminary Drainage Report, site discharge locations will be shown to have no increase in peak discharge during the Civil Design Phases.
4. The Site's post-development impact on the Rio De Flag floodplain was assessed and the impacts are considered negligible. Any rise in water surface elevation allowance is generally for peak flow timing impacts based on elongated peak flow duration due to peak flow mitigation requirements.
5. The Site's post-development Stormwater LID Plan and Stormwater Storage Strategy Plan were determined and as development progresses shall be implemented accordingly or updates will be required as necessary to maintain adherence to this Drainage Strategy Plan.
6. At a minimum, each phase of the development will include the LID facilities from the Stormwater LID and Strategy Plan. Interim Storage and/or LID facilities may be required for project phasing and will be addressed as development progresses within future Drainage Reports.
7. The Site's Drainage Impact Analysis (DIA) includes a Stormwater Strategy Plan and master Low Impact Development (LID) plan for the fully developed Site. The DIA Strategy Plan shall either be implemented with each phase or Detention/Retention and LID must stand alone for each phase. Interim temporary storage facilities may be required for phasing.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed, and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. Flagstaff Regional Plan 2030 and STL 290 Specific Plan Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban,

Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The subject property lies within the Urban Growth Boundary, an area explicitly designated for responsible, well-planned expansion, and carries a Suburban Land Use classification under the Regional Plan. This designation supports a mix of uses and neighborhood-scaled development that balance housing, recreation, and employment opportunities. The applicant is requesting a Minor Regional Plan Amendment in order to be found in compliance with the Regional Plan 2030. The zoning Map amendment must also be found to be in compliance with the proposed STL 290 Specific Plan.

ii. Applicable General Plan Goals and Policies

Staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets and conflicts with some of the most relevant goals and policies. The applicant has provided their own analysis as part of their narrative.

a. Environmental Planning & Conservation
   The development plan for these areas meets Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal communities diversity across all land ownerships in the Flagstaff region. Development is concentrated in areas away from nature stream corridors and steep slopes.
b. Open Space
   The development plan meets Regional Plan 2030 Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health. The area is designed with an extensive trail system , community parks, and open spaces.
c. Water Resources
   Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary; supports development in this area, bringing necessary infrastructure into the area for future development.
d. Community Character
   Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region. The Specific Plan outlines design goals to support this Regional Plan policy.
e. Growth Areas & Land Use
   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. Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods. Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary. The inclusion of Commercial zoned areas and MR zoned areas encourages a diversity of uses and housing types.
f. Economic Development
   Policy CD.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism. The proposed "Lodge" will bring a new resort style lodging option to the community.

Staff believes that the proposed application meets this finding.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described

in the General Plan. Staff do not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

Staff have identified the following Community Benefits and Public Good:

The MR zoned development areas aim to provide 296 dwelling units (280 – 333 dwelling units are allowed) within proximity to parks, trails, shops, and services, advancing Flagstaff's goals for housing affordability and accessibility. Development Areas 1, 7, and 8 prohibit single-family units, encouraging some diversity of housing types. The development proposal does not propose any Affordable Housing units but suggests that the increase in the number of units will help address Flagstaff's Housing Crisis.

The proposed development transforms currently undeveloped property within Flagstaff's designated Urban Growth Boundary into a productive, mixed-use community that balances housing, tourism, and open space in a sustainable manner.

The development invests in public infrastructure, delivering new roadway, trail, and utility infrastructure. This includes the extension of JW Powell Boulevard and Ponavera Boulevard, along with regional trail connections and Arizona Trail realignment. These improvements expand access, strengthen regional mobility, and benefit the broader Flagstaff community.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Resources
- Planned Residential Development design elements
- Sequencing of parks, common space, and internal trails
- Off-site transportation infrastructure improvements
- Off-site water and sewer infrastructure improvements

V CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Regional Plan Amendment request. In accordance with State Statute and the Flagstaff Zoning Code, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowners' associations within 1,000 feet of the site excluding rights-of-way.

The applicant held two neighborhood meetings: the first on March 30, 2026, at 5:30 p.m., and the second on June 4, 2026, also at 5:30 p.m. A third meeting was held on September 10, 2026, at 5:30 p.m. to allow the City to provide notice for a meeting on its website. All meetings were held virtually. Five individuals attended the first meeting, four individuals attended the second meeting, and two individuals attended the third meeting. A Citizen Participation Report, attached, was prepared. The meetings included a presentation from the applicant. There were no questions or comments from the attendees.

As of the date of this report, no public comments have been received by staff.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.
4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

Attachments:

- Application
- Legal Description
- Site Area Analysis
- Project Narrative and Regional Plan Analysis (same as minor regional plan attachment)
- Record of Proceedings (same as minor regional plan attachment)
- Building Footprints & Parking
- Concept Natural Resource Protection Plan
- TIA Conditions of Approval

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Zoning Map Amendment and/or Minor Regional Plan Amendment**	File Number

Property Owner(s)	Title	Phone	Email
STL 405, LLC		See Applicant	See Applicant

Mailing Address	City, State, Zip
See Applicant	

Applicant(s)	Title	Phone	Email
Symmetry Companies, Peter Burger / Todd Severson		(602) 616-6828	Tseverson@symmetryccompanies.com

Mailing Address	City, State, Zip
8601 N. Scottsdale Road, Suite 335, Scottsdale, Arizona 85253	

Project Representative)	Title	Phone	Email
Gammage & Burnham, Lindsay Schube / Sean Krieg		(602) 256-4471	lschube@gblaw.com

Mailing Address	City, State, Zip
40 N. Central Avenue, 20th Floor, Phoenix, Arizona 85004	

Requested Review ■ Zoning Map Amendment ■ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
72.12 acres of the STL 340 Master Plan		

Existing Zoning District	Proposed Zoning District:	Existing Regional Plan Land Use Category
RR-RPO	SC-RPO, HC-RPO, MR-RPO	Suburban Neighborhood (S12 + S17 AC)

Existing Use	Proposed Use
Vacant Undeveloped	Master Planned Community

Property Information:
☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ■ No Existing structures are over 50 years old at the time of application?
■ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
NA	Activity Center Relocation & Map 25 Realignment

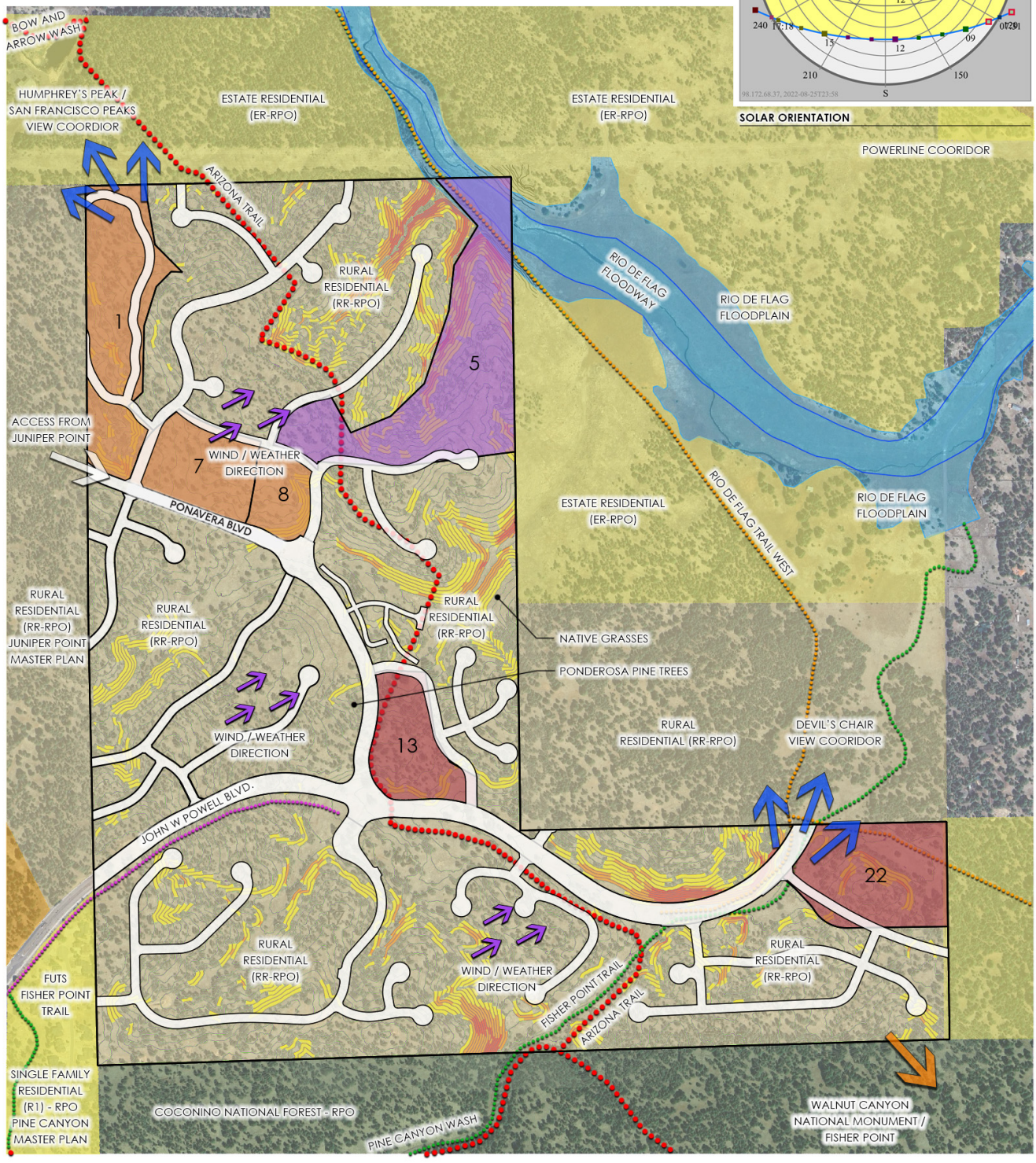
Property Owner Signature(required)	Date:	Applicant Signature	Date:
Todd Severson	7/22/25	Todd Severson	7/22/25

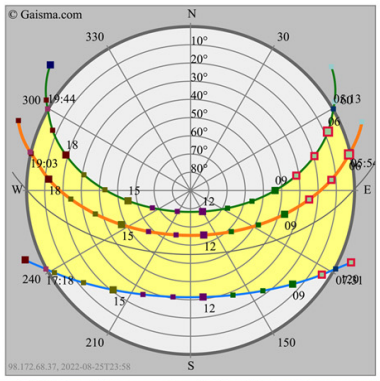
For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater





STL 340 PROPOSED ZONING

- SC-RPO SUBURBAN COMMERCIAL
- HC-RPO HIGHWAY COMMERCIAL
- MR-RPO MEDIUM DENSITY RESIDENTIAL

SLOPE CATEGORY

- 17 - 24.9
- 25 - 34.9
- 35 +

TOPOGRAPHIC INTERVALS:

- 5'-0" MAJOR CONTOURS
- 1'-0" MINOR CONTOURS

SYMBOL LEGEND

- VIEW CORRIDOR
- WIND DIRECTION
- LOCATION / DIRECTION

SITE ANALYSIS MAP

STL 340 - SC-HC-MR REZONE

0' 600' 1200' 1800'

SCALE: 1" = 600'-0"

GREEY|PICKETT



STL 290 NRPP EXHIBIT

- CONCEPTUAL AREAS OF PRESERVATION
- GRADED ZONES

NOTES:

* ENTIRE SITE IS CATEGORIZED AS WITHIN RESOURCE PROTECTION OVERLAY
* LIMITS OF GRADING TO BE DETERMINED ON FINAL ANALYSIS OF RPO PILOT PROGRAM / SLOPE ANALYSIS CONSISTENT WITH RPO STANDARDS.
* A DEVELOPMENT AGREEMENT MAY BE USED FOR SLOPE BANKING.
* IF RPO PILOT PROGRAM IS VOID THE SITE WILL FOLLOW RPO ZONING CODE REQUIREMENTS.

CONCEPT NRPP

0' 600' 1200' 1800'

SCALE: 1" = 600'-0"

FEBRURARY 26, 2026

WOOD PATEL

GREEY|PICKETT

VITA PLANNING & LANDSCAPE ARCHITECTURE

To: **Sean Messner, Director, CivTech Inc.**

From: **Stephanie Santana, Sr. Lead Transportation Engineer** SS

Date: **October 13, 2026**

RE: **STL Master Plan Traffic Impact Analysis sealed September 15, 2026**

CC: **Jeffrey Bauman, Transportation Director / Traffic Engineer**

The City of Flagstaff Transportation Engineering Section has reviewed the STL 405 Master Plan Traffic Impact Analysis, sealed September 15, 2026. The TIA is approved subject to the following conditions:

1. **Development phasing and improvement timing.** The required improvements and their timing are based on the 2028, 2034, and 2045 development horizons evaluated in the TIA.
    a. The improvements identified below are required to mitigate traffic generated by the combined impact of the STL 405 development, the Juniper Point development, and projected background growth. These improvements were identified through the TIA analyses and Transportation Engineering's supplemental review and analysis. They shall be constructed and operational before issuance of the first building permit for development assigned to the applicable TIA horizon, or before the corresponding land use quantities or trip-generation threshold are reached, whichever occurs first. Exact projects and thresholds will be documented in the upcoming Development Agreement.
    b. Before approval of each development phase or parcel, the developer shall demonstrate that the proposed development is consistent with the land use quantities, trip generation, and improvements evaluated for the applicable TIA horizon. If it is not, an updated TIA/Trip Generation Statement or TIA addendum shall identify the required improvements and revised improvement timing.
    c. These conditions identify the required improvements and timing but do not assign full construction or funding responsibility to the STL 405 development. Responsibility may include constructing an improvement or contributing a proportional share, as determined through coordination with the City. Construction responsibility, proportional shares, improvement timing, and supporting engineering cost estimates shall be documented in the development agreement.
2. **Outstanding analysis and TIA addendum.** The following analyses remain outstanding and shall be completed and documented in a City-approved TIA addendum before the Development Agreement is finalized. The addendum shall verify the identified mitigation, determine the required storage lengths, identify any remaining or additional mitigation, and document improvement timing. Any resulting improvements shall be incorporated into the applicable horizon-year requirements.

   a. Lone Tree Rd and Butler Ave, Intersection 4: Revise the Synchro analyses using the constructed intersection configuration and traffic volumes redistributed north to the open overpass. Verify the required mitigation and 95th-percentile queue-storage lengths.
   b. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Using the City-approved Pine Canyon development traffic volumes, identify the mitigation required for the NBL movement to operate at LOS D or better in 2034. Using the updated City-approved traffic volumes, verify that the proposed 2045 intersection control and associated lane configuration will operate at LOS D or better during the peak hours.
3. **J.W. Powell Blvd and Access H, Intersection H:** Before issuance of a building permit for the 75th dwelling unit within the Pine Canyon Expansion (PCE), submit a study of the at-grade Arizona Trail crossing and identify the required crossing treatment.
4. **Ponavera Blvd roadway classification and cross section.** Ponavera Blvd shall be designed as a major collector roadway because it connects two arterial roadways. The roadway shall include one through travel lane in each direction, raised medians, buffered bike lanes, required turn lanes at intersections per the TIA, and a FUTS trail on one side of the roadway in lieu of the sidewalk on that side.
5. **Juniper Point Blvd roadway classification and cross section.** Juniper Point Blvd shall be designated as a minor arterial and initially constructed with one through travel lane in each direction and a wide raised median designed to accommodate future widening to the inside.
6. **2028 Offsite Improvements**:
   a. Lone Tree Rd and Zuni Dr, Intersection 2: Construct a roundabout. A traffic signal will not comply with the intersection grade requirements in the City Engineering Standards. The roundabout shall be designed to accommodate the additional northbound and southbound lanes required in 2034. Additionally, the MetroPlan Planning and Environmental Linkages (PEL) study identifies a roundabout at this intersection to improve safety, accommodate future traffic volumes, and support multimodal travel.
   b. Lone Tree Rd and Butler Ave, Intersection 4: Per Condition 2.a, the Synchro analysis does not reflect the constructed intersection configuration, and background volumes were not redistributed north to the open overpass, resulting in inaccurate queue estimates. A corrected Synchro analysis remains outstanding and shall be submitted using the correct lane configuration and redistributed traffic volumes. Construct dedicated NBR and EBR lanes with storage sufficient to accommodate the ultimate 95th-percentile queues established by the corrected analysis.
   c. Lake Mary Rd and J.W. Powell Blvd, Intersection 5: Monitor crashes to confirm that intersection improvements may be deferred until the 2034 horizon, as MUTCD Warrants 2 and 3 are met under the 2028 No Build scenario.
   d. Beulah Blvd and University Heights Dr/Lake Mary Rd, Intersection 7: Construct a free-flowing channelized WBR with a raised island and an exclusive

receiving/acceleration lane, including the required downstream merge taper. Locate the WBR improvement to preserve sufficient space for the dual WBL lanes required in 2045. Provide signal-timing adjustments. The applicant's Synchro analysis did not include any pedestrian volumes; however, the City-required improvements are expected to provide adequate mitigation with pedestrian conflicts included.

e. Fourth St and Butler Ave, Intersection 8: Construct the multi-lane roundabout identified in the TIA improvement plan. The proposed development shall contribute proportional shares toward the improvement because the current roundabout design accounts for traffic generated by the development.
f. Ponavera Blvd and J.W. Powell Blvd, Intersection 9: Construct a single-lane roundabout.
g. Ponavera Blvd and Access 10, Intersection 10: Construct a single-lane roundabout.
h. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Restripe the north leg to provide dedicated SBR, SBT, and SBL lanes. Restripe the south leg to provide a dedicated NBL lane and a shared NBT/NBR lane.

7. **2028 Project Access and Internal Intersection Configurations:**
   a. Intersection D, Ponavera Blvd and Access D: dedicated EBL with shared EBT/EBR; dedicated WBL with shared WBT/WBR; dedicated NBL, NBT, and NBR; and dedicated SBL with shared SBT/SBR. The north, east, and south legs shall be designed as collector roadways.
   b. Intersection E, Ponavera Blvd and Access E: shared WBL/WBR; dedicated NBT and NBR; and dedicated SBL and SBT. The north and south legs shall be designed as collector roadways.
   c. Intersection F, Ponavera Blvd and Access F: dedicated WBL and WBR; dedicated NBT and NBR; and dedicated SBL and SBT. The north, east, and south legs shall be designed as collector roadways.
   d. Intersection G, J.W. Powell Blvd and Access G: dedicated EBL and EBT; dedicated WBT and WBR; and dedicated SBL and SBR. The north leg shall be designed as a collector roadway and the east and west legs arterial roadways.
   e. Intersection H, J.W. Powell Blvd and Access H: dedicated EBL, EBT, and EBR; dedicated WBL, WBT, and WBR; shared NBL/NBT/NBR; and dedicated SBL with shared SBT/SBR. The north leg shall be designed as a collector roadway and the east and west legs as arterial roadways. Refer to Condition 3 for the study requirements and timing for construction of the required Arizona Trail crossing treatment.
   f. Intersection I, J.W. Powell Blvd and Access I: dedicated EBT and EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The east and west legs shall be designed as arterial roadways. The south leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.
   g. Intersection J, J.W. Powell Blvd and Access J: dedicated EBT and EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The south leg shall be designed as a collector roadway and the east and west legs arterial roadways.

h. Intersection K, J.W. Powell Blvd and Access K: dedicated EBL and EBT; dedicated WBT and WBR; and dedicated SBL and SBR. The east and west legs shall be designed as arterial roadways. The north leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.
i. J.W. Powell Blvd connection: Complete the connection to Fourth St before issuance of the first building permit for development beyond Pine Canyon Expansion (PCE) Parcels 14, 15, and 16, consistent with the secondary-access requirements.

8. **2034 Offsite Improvements:**
   a. Lone Tree Rd and J.W. Powell Blvd, Intersection 1: Construct a roundabout. The roundabout shall be designed to accommodate the required five-lane arterial widening of Lone Tree Rd, including the additional northbound and southbound lanes. A traffic signal will not comply with the intersection grade requirements in the City Engineering Standards. Additionally, the MetroPlan Planning and Environmental Linkages (PEL) study identifies a roundabout at this intersection to improve safety, accommodate future traffic volumes, and support multimodal travel.
   b. Lone Tree Rd and Zuni Dr, Intersection 2: Construct an additional NBT approach and receiving lane and an additional SBT approach and receiving lane.
   c. Lone Tree Rd and Pine Knoll Dr, Intersection 3: Construct additional NBT and SBT approach and receiving lanes. Extend the NBR storage lane to 120 feet, NBL storage lane to 300 feet, SBR storage lane to 215 feet, and SBL storage lane to 165 feet. The applicant's Synchro analysis did not include conflicting pedestrian volumes and modeled the left turns as permissive despite the dual opposing through lanes. In lieu of another round of TIA comments, the City performed a supplemental analysis that included conflicting pedestrian volumes and protected-only left-turn phasing. The analysis indicates that the City-required improvements provide adequate mitigation.
   d. Lake Mary Rd and J.W. Powell Blvd, Intersection 5: Construct a single-lane roundabout due to the intersection's location within a runway protection zone (RPZ), where a traffic signal is not acceptable.
   e. Ponavera Blvd and Juniper Point Blvd, Intersection 11: Construct a single-lane roundabout.
   f. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Per Condition 2.b, provide mitigation sufficient for the NBL movement to operate at LOS D or better during the peak hours using the City-approved Pine Canyon development traffic volumes.
   g. Intersection C, Ponavera Blvd and Access C: shared EBL/EBT/EBR; dedicated WBL and shared WBT/WBR; dedicated NBL, NBT, and NBR; and dedicated SBL with shared SBT/SBR. The north, east, and south legs shall be designed as collector roadways.
   h. Lone Tree Rd Segment: Widen Lone Tree Rd from J.W. Powell Blvd to Sawmill Rd to a five-lane arterial cross section and coordinate the widening with all roundabouts along the corridor.

9. **2045 Offsite Improvements:**

a. Lone Tree Rd and Pine Knoll Dr, Intersection 3: Construct dual EBL lanes with a minimum of 100 feet of storage per lane, extend the EBR storage lane to 165 feet, construct a dedicated WBR lane with 115 feet of storage. The applicant's Synchro analysis did not include conflicting pedestrian volumes and modeled the left turns as permissive despite the dual opposing through lanes. In lieu of another round of TIA comments, the City performed a supplemental analysis that included conflicting pedestrian volumes and protected-only left-turn phasing. The analysis indicates that the City-required improvements, together with the required 2034 improvements, provide adequate mitigation.
b. Lone Tree Rd and Butler Ave, Intersection 4: Per Condition 2.a, the Synchro analysis does not reflect the constructed intersection configuration, and background volumes were not redistributed north to the open overpass, resulting in inaccurate queue estimates. A corrected Synchro analysis remains outstanding and shall be submitted using the correct lane configuration and redistributed traffic volumes. Construct an additional NBL lane and provide sufficient storage in each NBL lane to accommodate the ultimate 95th-percentile queues established by the corrected analysis.
c. Lake Mary Rd and High Country Trl, Intersection 6: Construct an additional NBT approach and receiving lane, extend the EBL storage lane to 260 feet, and extend the EBR storage lane to 145 feet. The City's supplemental analysis indicates that these improvements provide adequate mitigation.
d. Beulah Blvd and University Heights Dr/Lake Mary Rd, Intersection 7: Construct dual WBL lanes with storage as long as possible, with a target of 260 feet per lane, due to the existing freeway ramp support column. Restripe the south leg to provide an additional SBT receiving lane for the dual WBL movement and transition to the downstream cross section using the applicable taper length. Extend the NBR storage lane to 360 feet and the dual SBL storage lanes to 615 feet per lane. The applicant's Synchro analysis did not include conflicting pedestrian volumes; however, the City-required improvements are expected to provide adequate mitigation with pedestrian conflicts included.
e. Juniper Point Blvd and J.W. Powell Blvd, Intersection 12: Construct the City-approved roundabout or traffic signal verified through the analysis required under Condition 2.b. A roundabout is preferred for consistency with the corridor.

10. **2045 Project Access and Internal Intersection Configurations:**
    a. Intersection A: shared EBT/EBR, shared WBT/WBR, and shared NBL/NBR. The west leg shall be designed as a collector roadway.
    b. Intersection B: shared EBT/EBR; dedicated WBL and WBT; and dedicated NBL and NBR. The east, south, and west legs shall be designed as collector roadways.
    c. Intersection D1: dedicated EBL and EBR; dedicated NBL and NBT; and shared SBT/SBR. The north and south legs shall be designed as collector roadways. The west

leg shall be designed as a Residential Local Wide roadway and striped with three 11-foot travel lanes.

d. Intersection B1: dedicated EBL and EBT; shared WBT/WBR; and shared SBL/SBR. The east and west legs shall be designed as collector roadways.

11. Storage lengths listed in this approval are minimum lengths unless otherwise stated. Final civil plans shall include the necessary tapers and deceleration lengths and shall confirm that the proposed storage accommodates the City-approved 95th-percentile queue for the applicable horizon year.
12. Signal timing shall be reviewed and adjusted at all signalized study intersections for each applicable development horizon.

STL Concept Zoning Map Amendments

Request Overview

A request for a Concept Zoning Map Amendment, by Symmetry Companies, to rezone approximately 72.14 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Suburban Commercial (SC) zone (20.49 acres), the Highway Commercial (HC) zone (23.69 acres), and the MR zone (27.9 acres) all with the RPO.

STL Concept Zoning Map Amendments

Entitlements Granted

The entitlements granted by this application are as follows:

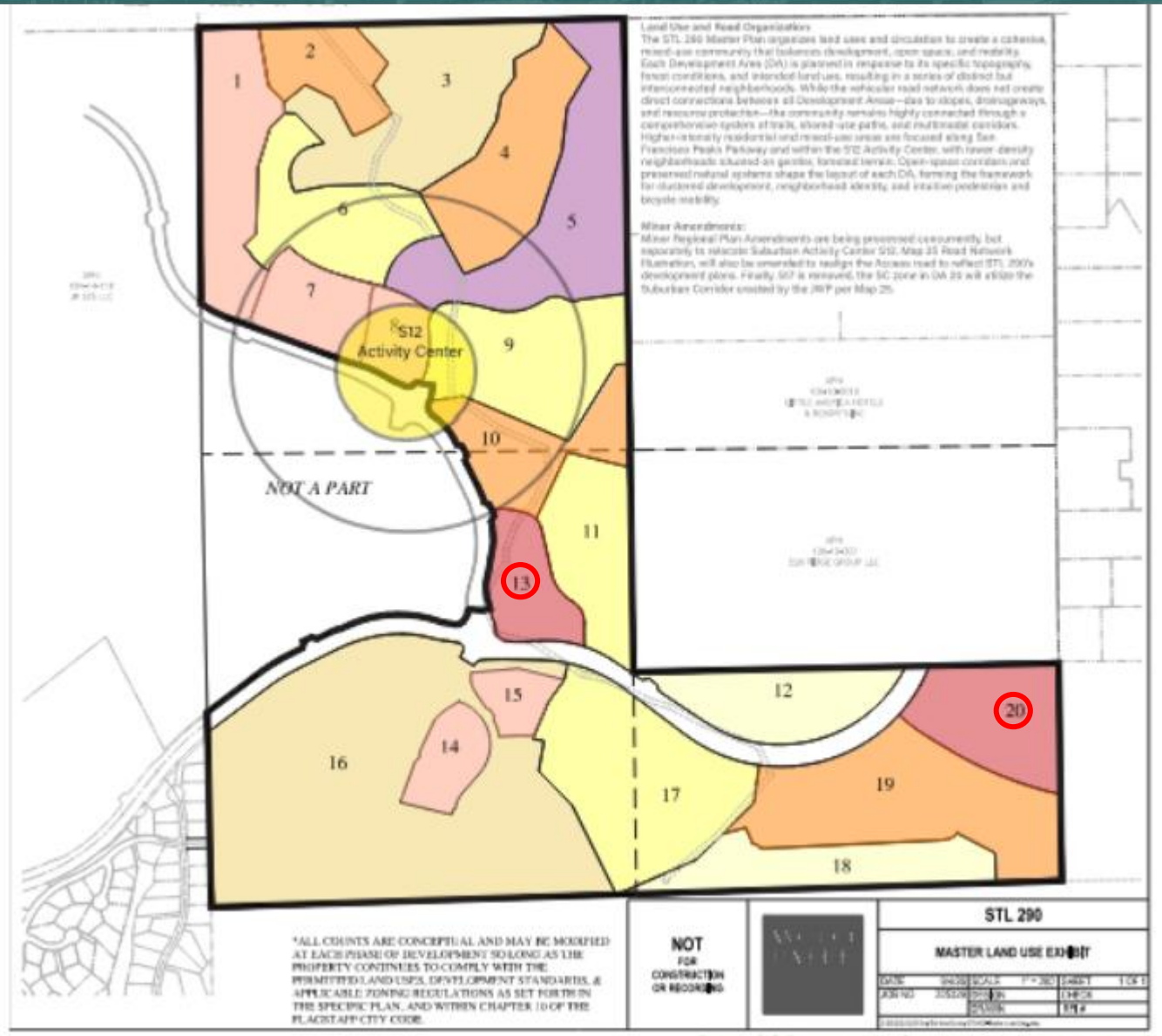
- between 605 – 1,312 dwelling units,
- a travel accommodations use of unlimited size,
- a range of commercial uses as listed in Table 2 of the Specific Plan.

Of the allowed dwelling units, between 298 – 386 units are prohibited from being single-family dwellings.

STL Concept Zoning Map Amendments

Development Areas (DA)

- The first part of this rezoning request is to rezone two DA (13 and 20) to the SC zone.
- DA 13 is referred to in the Specific Plan as the “Commercial Village”

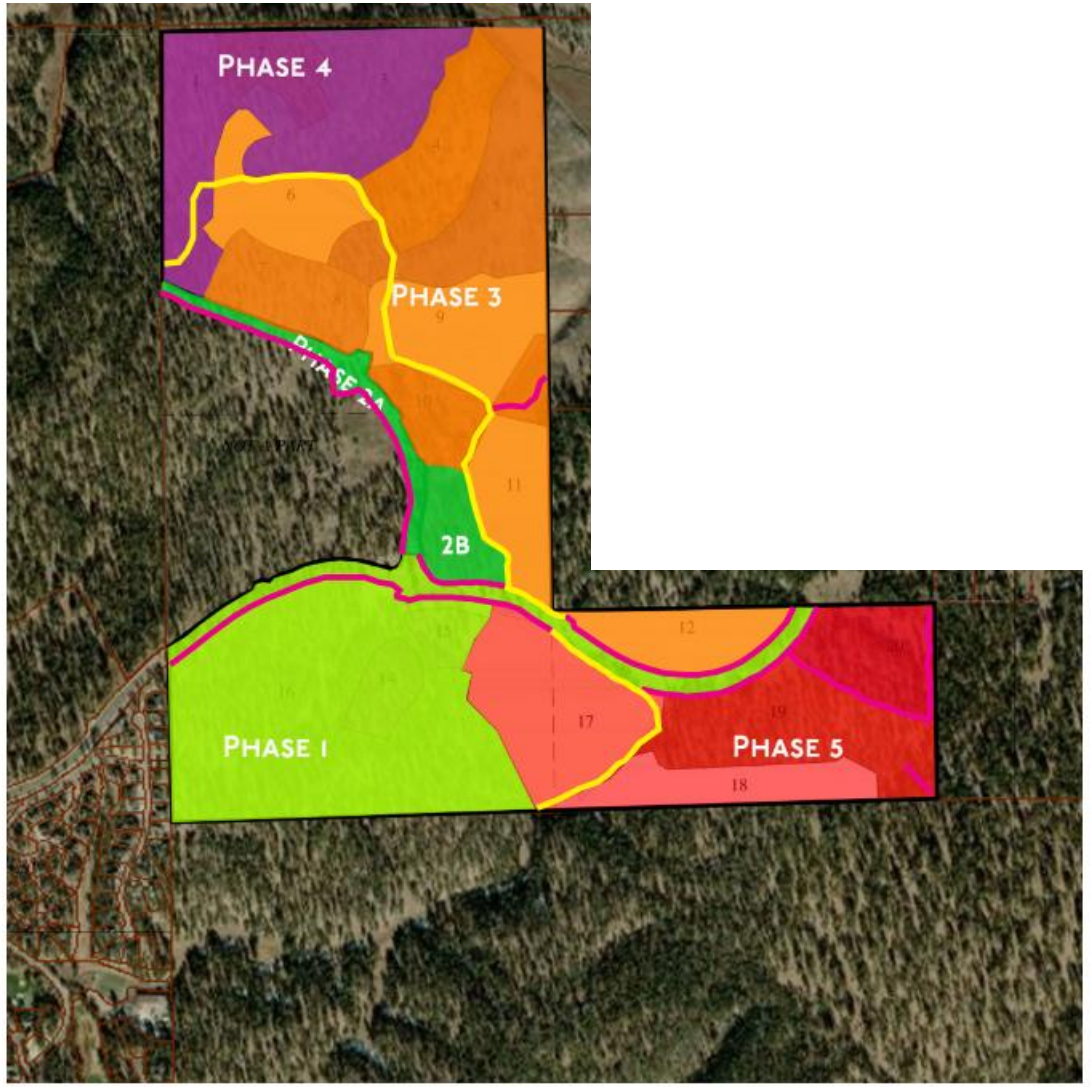


STL 290 DEVELOPMENT AREA MAP

STL Concept Zoning Map Amendments

Phases

- Phase 2B: DA 13
- Phase 5: DA 20



PHASING MAP

STL Concept Zoning Map Amendments

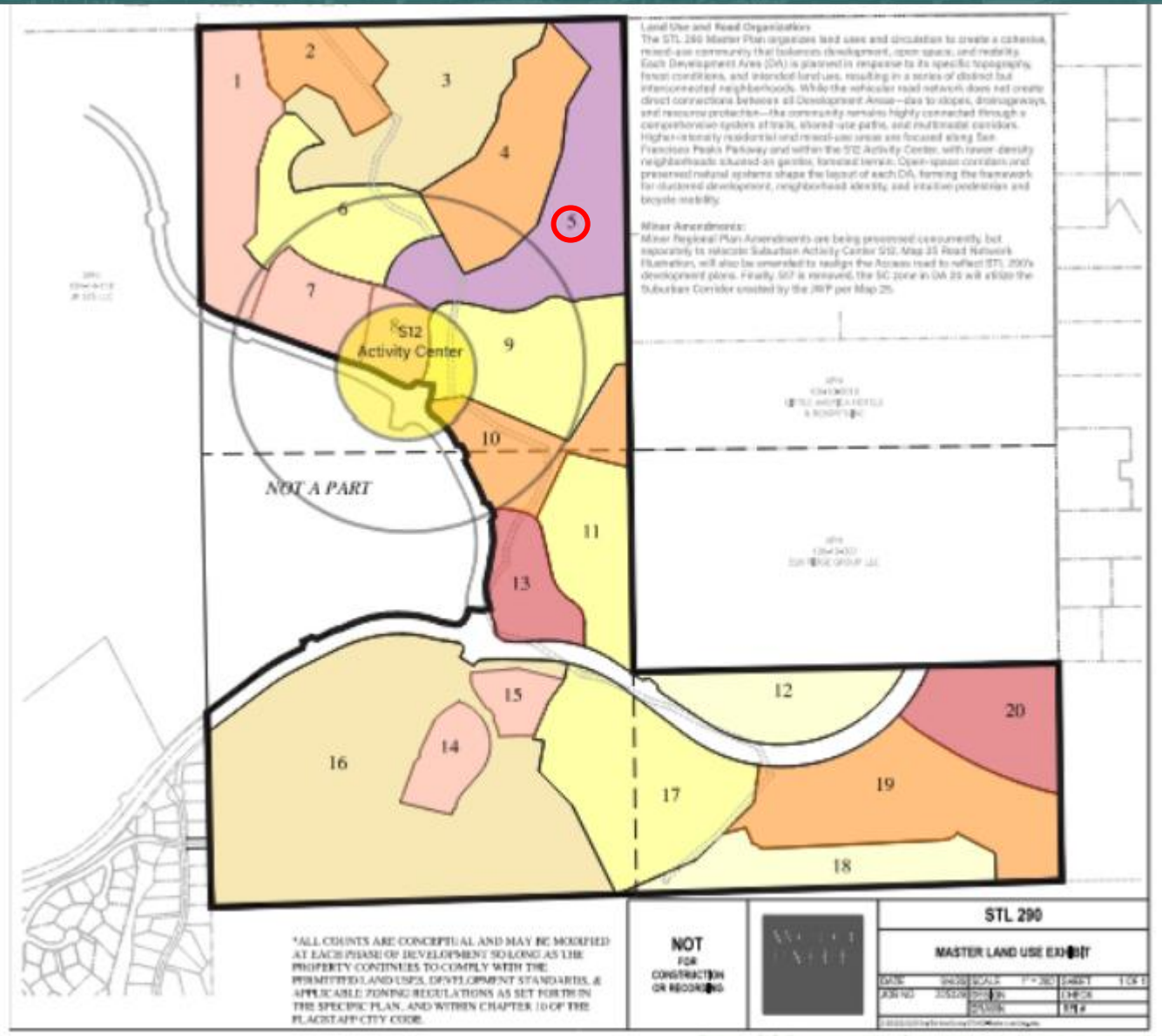
Allowed Uses in DA 13 and 20

- Primary Use: General Retail Business, Bars/Taverns, Mixed Use, Live/Work, Restaurant or Cafe, General Services, Indoor Commercial Recreation Facilities, Outdoor Public Uses, Office, and Public Parking.
- Accessory Use: Stealth or Attached Telecommunication Facilities, Community Garden, Farmers Markets and Flea Markets (with Temp. Use Permit).
- DA 20 also allows the following primary uses: Dry-Cleaning, Vet Clinic, Automobile Service Station and Convenience Store, Libraries, Museums.
- All Residential uses allowed in the SC zone.

STL Concept Zoning Map Amendments

Development Areas

- The second part of the rezoning request it to rezone DA 5 to the HC zone.
- DA 5 is the location of the proposed “Lodge”.

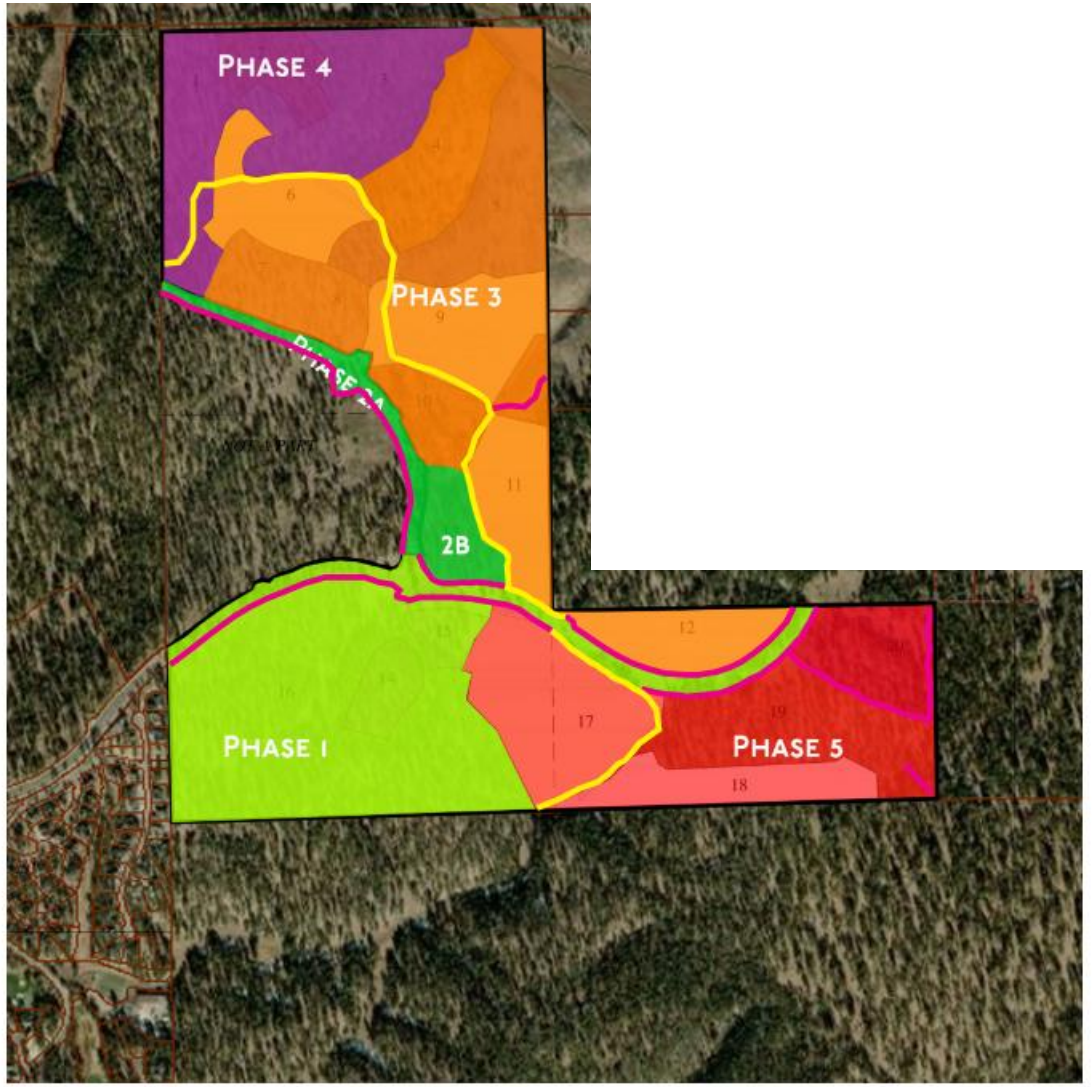


STL 290 DEVELOPMENT AREA MAP

STL Concept Zoning Map Amendments

Phases

- Phase 3: DA 5



PHASING MAP

STL Concept Zoning Map Amendments

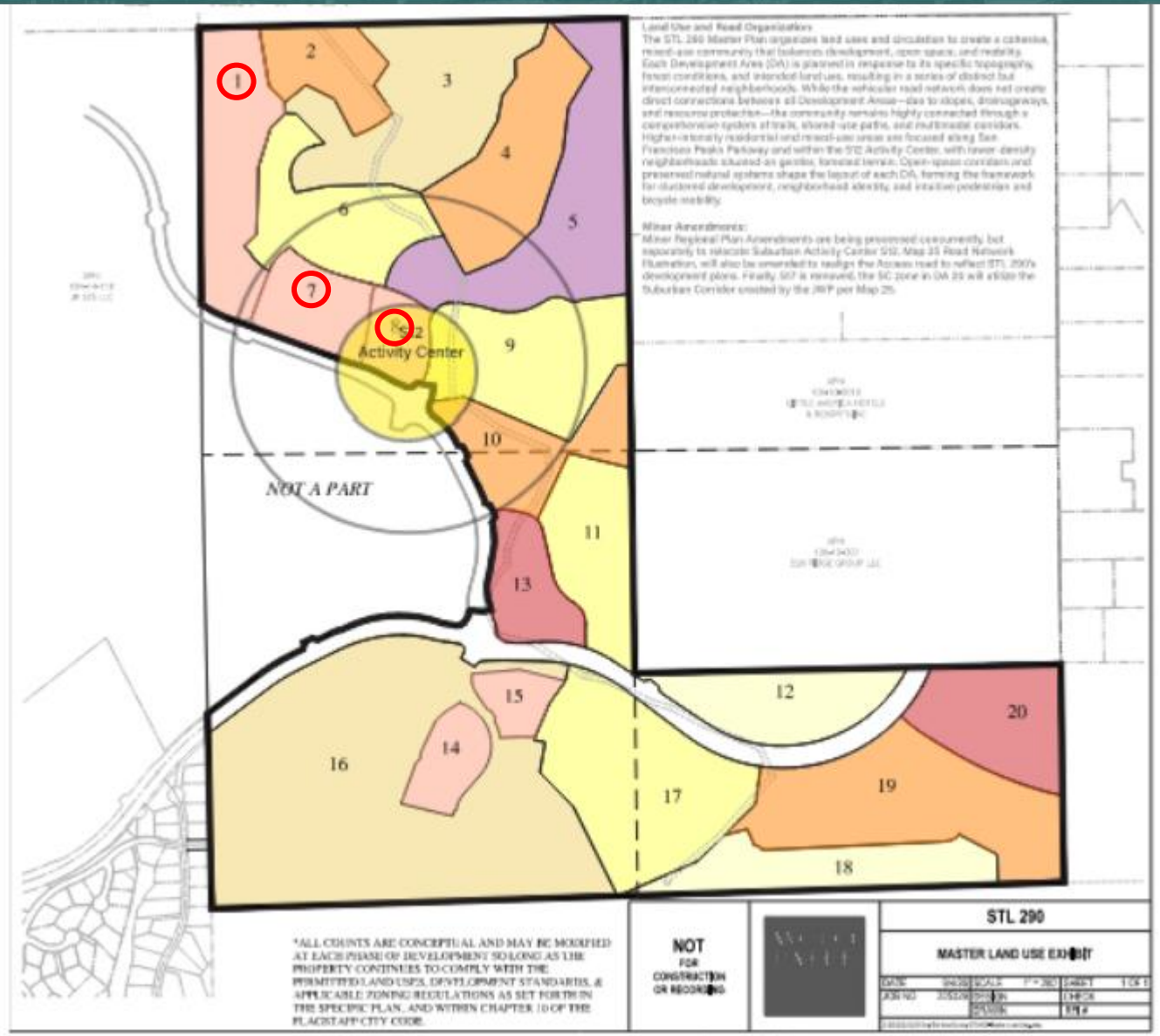
Allowed Uses in DA 5

- Primary Use: Travel Accommodations.
- Accessory Uses: Restaurant, Bars/Taverns, including Outdoor Public Uses and General Retail Business Uses, Stealth or Attached Telecommunication Facilities, Community Garden.

STL Concept Zoning Map Amendments

Development Areas

- The third part of the rezoning request is to rezone DA 1, 7, and 8 to the MR zone.

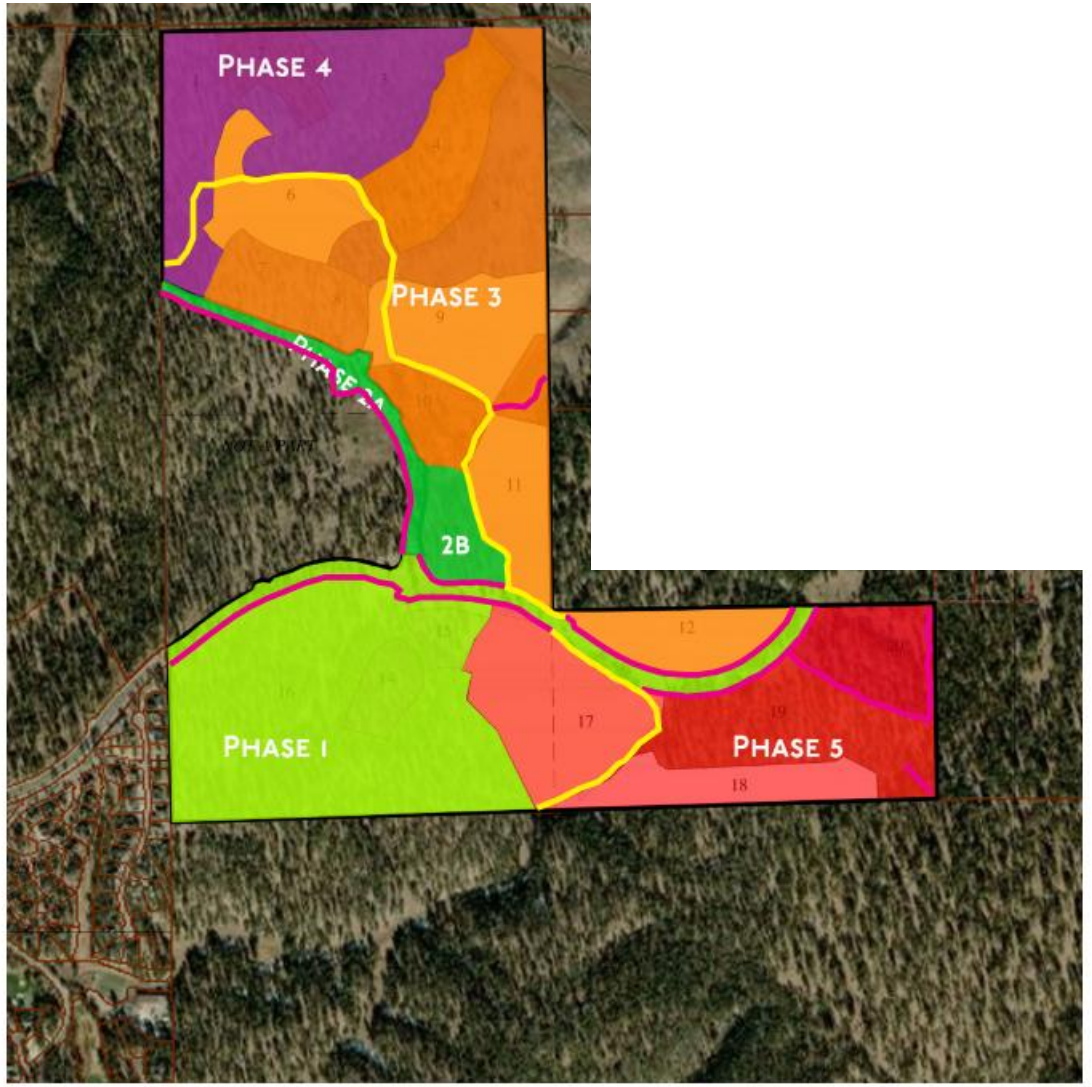


STL 290 DEVELOPMENT AREA MAP

STL Concept Zoning Map Amendments

Phases

- Phase 3: DA 7 and 8
- Phase 4: DA 1



PHASING MAP

STL Concept Zoning Map Amendments

Allowed Uses in DA 1, 7 and 8

- All residential uses in the MR zone, except One Unit Residential Development is prohibited.
- Outdoor Public Uses is the only allowed commercial use.

STL Concept Zoning Map Amendments

Concept Zoning Plan Review

On November 24, 2025, the Inter-Department Staff (IDS) deemed the application for Concept Zoning Map Amendment to be complete.

If this rezoning is approved, the applicant will need to submit for Site Plan review or Subdivision Plat prior to submitting civil plans or building permits.

STL Concept Zoning Map Amendments

Resource Protection, Common Space & Civic Space, Pedestrian and Bicycle Circulation Systems

Refer to the previous Concept Zoning Map Amendment

STL Concept Zoning Map Amendments

Compatibility and Architectural Design Standards

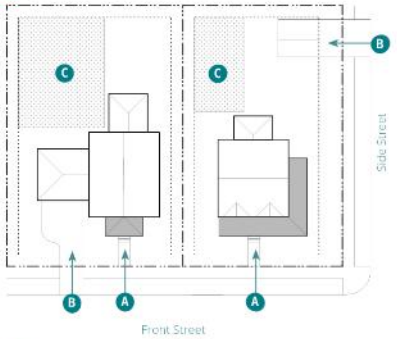
- The Specific Plan allows for increased height in 13 development areas.
- DA 13 and 20 increase the maximum height from 35 ft to 60 ft.
- DA 5 increases the maximum height from 60 ft to 75 ft.
- DA 1, 7, and 8 increase the maximum height from 35 ft to 60 ft.
- The application includes architectural character images of the proposed style, materials, and design elements to be used in the development.

STL Concept Zoning Map Amendments

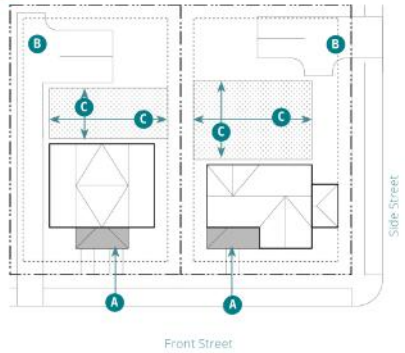
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

SAMPLE RESIDENTIAL BUILDING FOOTPRINTS & PARKING AREAS

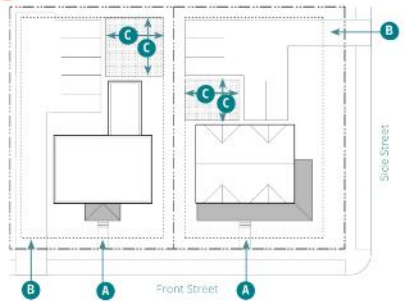
1 Single-Family Detached



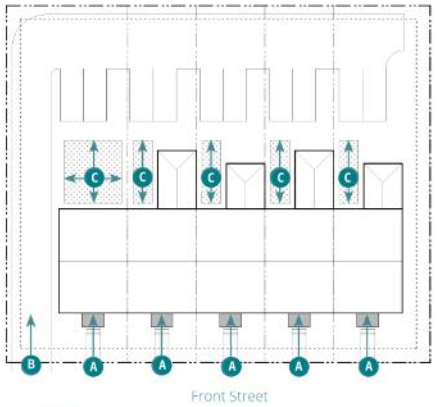
2 Duplex



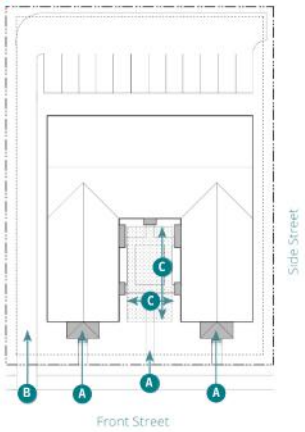
3 Three/Fourplex



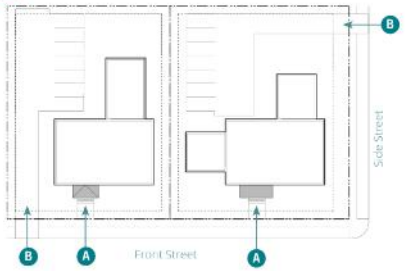
4 Single-Family Attached (Town-homes)



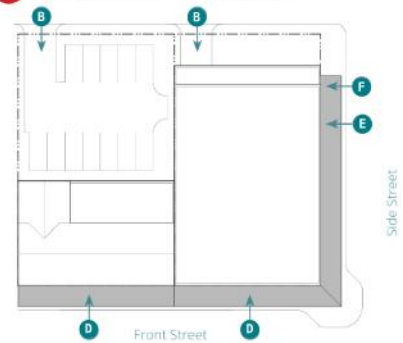
5 Multi-Family (Courtyard)



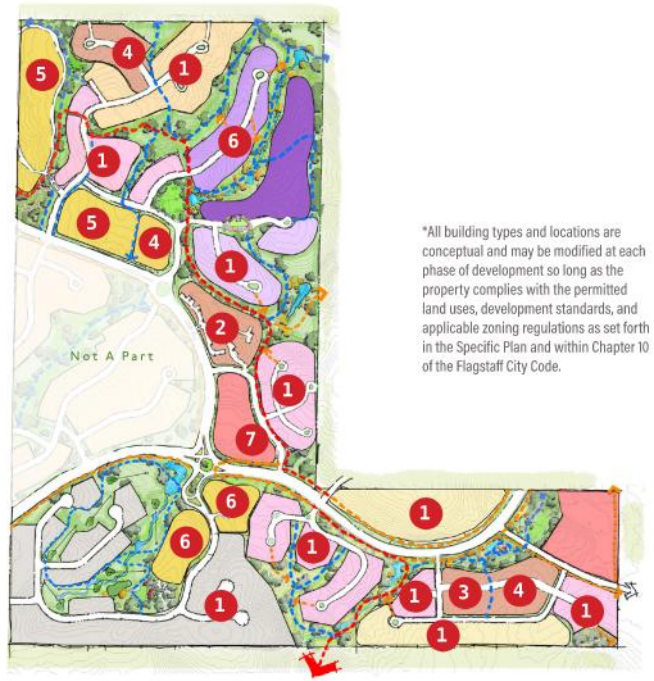
6 Multi-Family (Multiplex/Condos)



7 Multi-Family (Condo Above Commercial)



- A Main Entry Location
- B Driveway and Parking
- C Open Space
- D Upper Floor Units to be accessed by common entry along front or side street
- E Ground Floor shops to have individual entries along the adjacent street
- F On corner design sites, units in a wing or accessory structure to enter from side street



*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

STL Concept Zoning Map Amendments

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

SAMPLE BUILDING FOOTPRINTS & COMMERCIAL PARKING AREAS

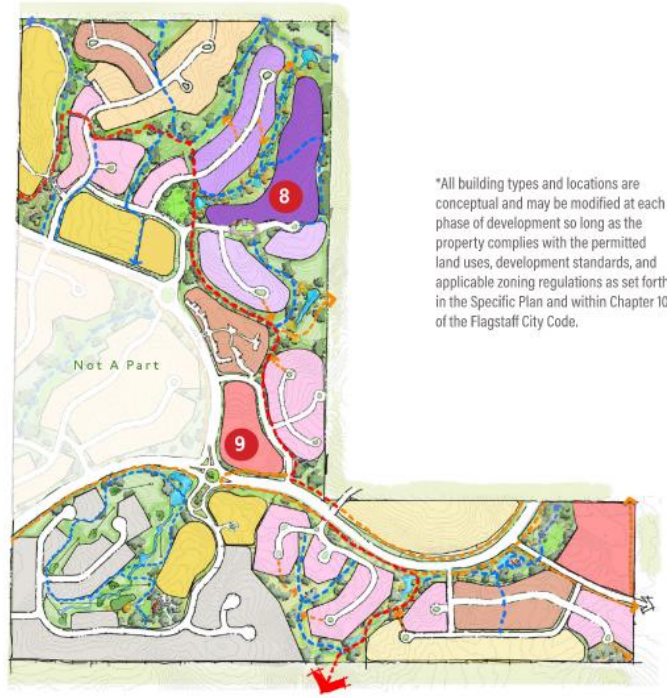
8 Family Lodge



9 Commercial Village



- A Family Lodge
- B Lodge Parking Located within Below-Grade Garage and Surface Level Lots
- C Commercial Village
- D Plaza Park
- E Parking Areas Conceptually Located on the Side or Behind Commercial Structures



*All building types and locations are conceptual and may be modified at each phase of development so long as the property complies with the permitted land uses, development standards, and applicable zoning regulations as set forth in the Specific Plan and within Chapter 10 of the Flagstaff City Code.

Public Systems Impact Analyses

Refer to previous Concept Zoning Map Amendment for TIA, WSIA, and DIA.

STL Concept Zoning Map Amendments

Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans.

STL Concept Zoning Map Amendments

Flagstaff Regional Plan 2030

- Development site is within the Urban Growth Boundary.
- Suburban Land Use classification - supports a mix of uses and neighborhood-scaled development that balance housing, recreation, and employment opportunities.
- Request for a Minor Regional Plan Amendment in order to be found in compliance with the Regional Plan 2030.
- The Concept Zoning Map Amendment must also be found to be in compliance with the proposed STL 290 Specific Plan.

STL Concept Zoning Map Amendments

Applicable Goals and Policies

Environmental Planning & Conservation

- Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal communities diversity across all land ownerships in the Flagstaff region.

Open Space

- Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Applicable Goals and Policies

Water Resources

- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary; supports development in this area, bringing necessary infrastructure into the area for future development.

Community Character

- Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region. The Specific Plan outlines design goals to support this Regional Plan policy.

STL Concept Zoning Map Amendments

Applicable Goals and Policies

Growth Areas & Land Use

- 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.
- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
- Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary. The inclusion of Commercial zoned areas and MR zoned areas encourages a diversity of uses and housing types.

Applicable Goals and Policies

Economic Development

- Policy CD.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.

STL Concept Zoning Map Amendments

Finding #2

Staff have identified the following Community Benefits and Public Good:

- The MR zoned development areas aim to provide 296 dwelling units (280 – 333 dwelling units are allowed). DA 1, 7, and 8 prohibit single-family units, encouraging some diversity of housing types. The development proposal does not propose any Affordable Housing units but suggests that the increase in the number of units will help address Flagstaff's Housing Crisis.
- The proposed development transforms currently undeveloped property within Flagstaff's designated Urban Growth Boundary.
- The development invests in public infrastructure, delivering new roadway, trail, and utility infrastructure.

STL Concept Zoning Map Amendments

Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

STL Concept Zoning Map Amendments

Development Agreement

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following:

- Steep Slopes required to be protected will be reviewed wholistically.
- Forest Resources and participation in the City's Forest Resource Pilot Program.
- Planned Residential Development design elements.
- Phasing will require a Master Phasing Plan approved by the Planning and Development Services Director and City Engineer.
- In lieu of constructing the required transportation improvements, the developer agrees to pay a total of $7.7 million. Payment is divided into four equal amounts and tied to the number of dwelling unit building permits (200, 260, 320, 400).

STL Concept Zoning Map Amendments

Development Agreement

- Off-site water and sewer infrastructure improvements required by the WSIA.
- The Arizona Trail shall remain open, accessible and safely passible during construction.
- JW Powell shall connect to Fourth Street before issuance of any building permit beyond DA 14, 15, and 16.

STL Concept Zoning Map Amendments

Citizen Participation Plan

- The applicant held three neighborhood meetings on March 30, June 4, and September 10, 2026, at 5:50. The first meeting had 5 attendees, the second meeting had 4 attendees, and the third meeting had 2 attendees.
- There were no questions or comments from the attendees.

STL Concept Zoning Map Amendments

Recommendation

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved STL 290 Specific Plan, as amended, and the Building Footprints & Parking Areas document.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the STL 290 Development Agreement, as amended, must be fully satisfied.

STL Concept Zoning Map Amendments

Recommendation

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, in accordance with the findings, and subject to the following conditions, which will be included in the zoning map amendment ordinance:

4. The subdivision of the development must align with the approved zoning boundaries.
5. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR), per Section 10-20.50.060 of the Zoning Code.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-29: An ordinance of the City Council of the City of Flagstaff, authorizing the disposition of real property located at Beaver St and Aspen Ave; providing for delegation of authority, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-29 by title only for the first time
2) City Clerk reads Ordinance No. 2026-29 by title only (if approved above)

At the December 1, 2026, Council Meeting:
3) Read Ordinance No. 2026-29 by title only for the final time
4) City Clerk reads Ordinance No. 2026-29 by title only (if approved above)
5) Adopt Ordinance No. 2026-29
6) Approve the Purchase Agreement with Sierra Trigo Partners, LLC (if Ordinance is approved)
7) Approve the Development Agreement with Sierra Trigo Partners, LLC (if Ordinance is approved)

Executive Summary:

Article III, Section 5 of the City Charter requires an Ordinance for the sale of public real property. On April 12, 2024, the City issued an RFP for development proposals for the former City Courthouse site, located at the corner of Aspen Ave. and Beaver St. and totaling 0.71 acres (the "Property"). The RFP contemplated the sale of the Property as part of the development. One development proposal was received from Sierra Trigo Partners, LLC ("Sierra Trigo"). A work session was held on October 22, 2024, to obtain direction from council on key considerations of the Sierra Trigo development proposal. Council provided further direction at an executive session on October 27, 2026. The proposed Ordinance is required to move forward with the purchase and sale agreement ("PSA") and development agreement ("DA") with Sierra Trigo, which will be presented to council on December 1, 2026. The PSA conveys the City parcels to Sierra Trigo with the following key conditions:

1. Sierra Trigo will construct a mixed-use project with at least sixty-five residential units, at least 125 hotel guest rooms, and retail space on the first floor. Any deviation will require further City Council approval.
2. License for thirty-five spaces of public parking at rates equal to Park Flag rates for a term of up to 50 years.
3. Due diligence period of four years with a one-year extension.
4. A sales price of $2,850,000 if closed within twenty-four months from the start of due diligence, with a price escalator for every additional year of due diligence.

The DA incorporates these key conditions, thereby requiring an amendment to the DA for any deviation from the key conditions.

Financial Impact:

The sale price of the Property subject to the Ordinance is $2,850,000 if closed within two years. The sale price increases at annual intervals during the remainder of the due diligence period in the PSA. Council previously committed the sale proceeds towards the purchase of the 320 North Humphreys St. block for $6,300,000, completed on June 30, 2026. If the Ordinance is not adopted, the PSA and the DA will not move forward, and the City will look at providing an interfund loan from another City fund until the Property is sold, or until other resources are identified to fund the purchase commitment.

Policy Impact:
None

Previous Council Decision or Community Discussion:

- Council provided input on the request for proposals during a work session on March 12, 2024.
- Council provided direction on the development proposal submitted by Sierra Trigo on October 22, 2024. The input provided during this meeting formed the basis for the negotiations with Sierra Trigo Partners, LLC.
- Council provided additional direction on the development proposal on October 27, 2026.

Options and Alternatives to Recommended Action:
Failure to approve the Ordinance would lead to cancellation of the current RFP proposal. The City could solicit a new RFP for the sale and development of the Property, or retain the Property pending further direction.

Background and History:
In January 2024, Flagstaff City Council supported the Downtown Action and Vision Plan completed by the Flagstaff Downtown Business Association in partnership with the City, Coconino County, and Mountain Line. The plan identified several catalytic sites, including the entire block housing the former Courthouse site and called for the City to put out a Request for Proposals (RFP) for the redevelopment of the property. Prior to issuing the RFP, staff provided an update to Council on what would be included in the RFP and sought their feedback prior to finalizing the proposal. The issued RFP placed the highest scoring weight on the concept to redevelop the site, with 50 of the total 100 points along with a description of the desired project:

1. Create a mixed-used, high quality, development project that capitalizes on the Site's prominent downtown location and provides a mix of compatible and complementary land uses that facilitate urban living contribute to the economic and social diversity and vitality, and may include retail, restaurant, residential, live/work, lodging, civic space, or other compatible urban uses. Ground floor amenities should be active, community-focused uses open to the public and may include soft goods, grocery, hardware, etc. Retain and enhance the established downtown building pattern which includes natural breaks in the block with pedestrian and bicycle connectivity by utilizing existing public alleyways.

2. Public parking is required in the proposal. Protected bicycle parking is highly desired to be included within the project.

3. The development should be in general alignment with adopted city goals and policies, including the City's 10-Year Housing Plan, Carbon Neutrality Plan, the Flagstaff Regional Plan 2030, and the Downtown Flagstaff Vision and Action Plan.

An RFP was issued and originally ran from April 12, 2024, through June 11, 2024. A two-week extension was granted based on questions and comments received from interested parties and the response period ultimately closed June 25, 2024. There were three firms that showed interest in the project, only one response was received which included many of attributes identified in the Downtown Action and Vision Plan and addressed the City's housing and carbon neutrality priorities.

Council provided direction on the development proposal submitted by Sierra Trigo Partners, LLC on

October 22, 2024. The input provided during this meeting formed the basis for the negotiations with Sierra Trigo Partners, LLC. Key considerations discussed included the dynamic between scale and massing and the ability to provide parking, housing, and retail on the site. Council gave direction to preserve the ability to deliver housing and retail on the site.

Connection to PBB Priorities and Objectives:

- Sustainable and Innovative Infrastructure: Provide, manage, and maintain effective infrastructure for multimodal and active transportation
- Robust and Resilient Economy: Maintain and enhance an equitable and effective business, retention, and expansion program throughout the community

Connection to Regional Plan:

Policy LU.10.2. Support on-street parking, shared lots, and parking structures.
Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.
Policy LU.12.3. Locate public and private parking facilities, lots, and garages carefully, screening parking from streets, squares, and plazas.

Connection to Carbon Neutrality Plan:

DD-1 - Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live
within walking distance of their daily needs.

Connection to 10-Year Housing Plan:

Create housing options for households at all income levels and family sizes occupied by local residents.

Attachments: Ord. 2026-29
Legal Description

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE DISPOSITION OF REAL PROPERTY LOCATED AT BEAVER ST. and ASPEN AVE.; PROVIDING FOR DELEGATION OF AUTHORITY, PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to acquire and dispose of real property, pursuant to Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, acquisition and disposition of real property is to be approved by ordinance, pursuant to Article VII, Section 5 of the Flagstaff City Charter; and

WHEREAS, the City also has authority to dispose of real property interests pursuant to Article VII, Section 5 and Article VIII, Section 9; and

WHEREAS, the City issued a request for proposals to redevelop certain real property interest located at the intersection of Beaver St. and Aspen Ave; and

WHEREAS, the City desires to dispose of certain real property interest located at 116 E. Butler Ave.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The Flagstaff City Council hereby authorizes the disposition of the real property identified in the attached Exhibit A. The real property interests may be disposed of through a sale or similar transfer of interest.

SECTION 2. Delegation of Authority

The Mayor, City Manager, Planning and Development Services Director, Real Estate Manager, City Attorney or their delegates or agents, 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. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of Block 1-A, according to the Plat of the Flagstaff Townsite, File 1, Map 1, Official Records of Coconino County, being a portion of Lot 1, Lots 2-4, and Lots 19-24, together with a portion of the adjacent 16-foot and 24-foot alleyways, located in the southeast quarter of Section 16, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the centerline intersection of West Route 66 and North Beaver Street, from which the centerline intersection of West Aspen Avenue and North Beaver Street bears North 20°50'56" East, 360.02 feet (Basis of Bearing per Instrument Number 3779591, Official Records of Coconino County);

Thence along said centerline, North 20°50'56" East, 330.02 feet;

Thence leaving said centerline, North 69°09'18" West, 25.00 feet to a point on the westerly Right-of-Way line of North Beaver Street, and the northeast corner of said Block 1-A, and the **TRUE POINT OF BEGINNING;**

Thence along the easterly line of said Block 1-A, and along said Right-of-Way line, South 20°50'56" West, 150.02 feet to the southeast corner of said Lot 24;

Thence along the southerly line of said Lot 24, and continuing along said Right-of-Way line, North 69°09'56" West, 18.00 feet;

Thence leaving said southerly line, and continuing along said Right-of-Way line, South 20°50'56" West, 130.25 feet to the beginning of a tangent curve concave to the northwest having a radius of 19.75 feet and a central angle of 89°59'30";

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 31.02 feet to a point on the southerly line of said Block 1-A, said point being in common with the northerly Right-of-Way line of West Route 66;

Thence along said southerly line, and said Right-of-Way line, North 69°10'30" West, 62.27 feet to the southwest corner of said Lot 4;

Thence leaving said Right-of-Way line, and along the westerly line of said Lot 4, North 20°50'56" East, 134.03 feet to the northwest corner of said Lot 4;

Thence along the southerly line of a 16-foot wide and 24-foot wide public alleyway, North 69°09'56" West, 125.00 feet;

Thence leaving said southerly line, North 20°50'46" West, 24.00 feet to a point on the northerly line of a 24-foot wide public alleyway;

Thence along said northerly line, South 69°09'56" East, 75.00 feet;

Thence along the westerly line of a 16-foot wide public alleyway, North 20°50'46" East, 142.05 feet to a point on the northerly line of said Block 1-A, and the southerly Right-of-Way line of West Aspen Avenue;

Thence along said northerly line, and along said Right-of-Way line, South 69°09’18” East, 150.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.857 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

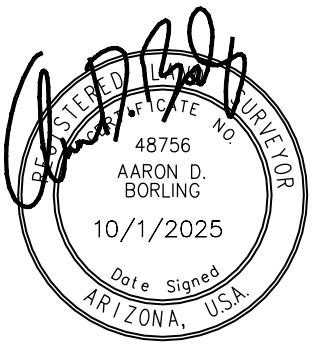
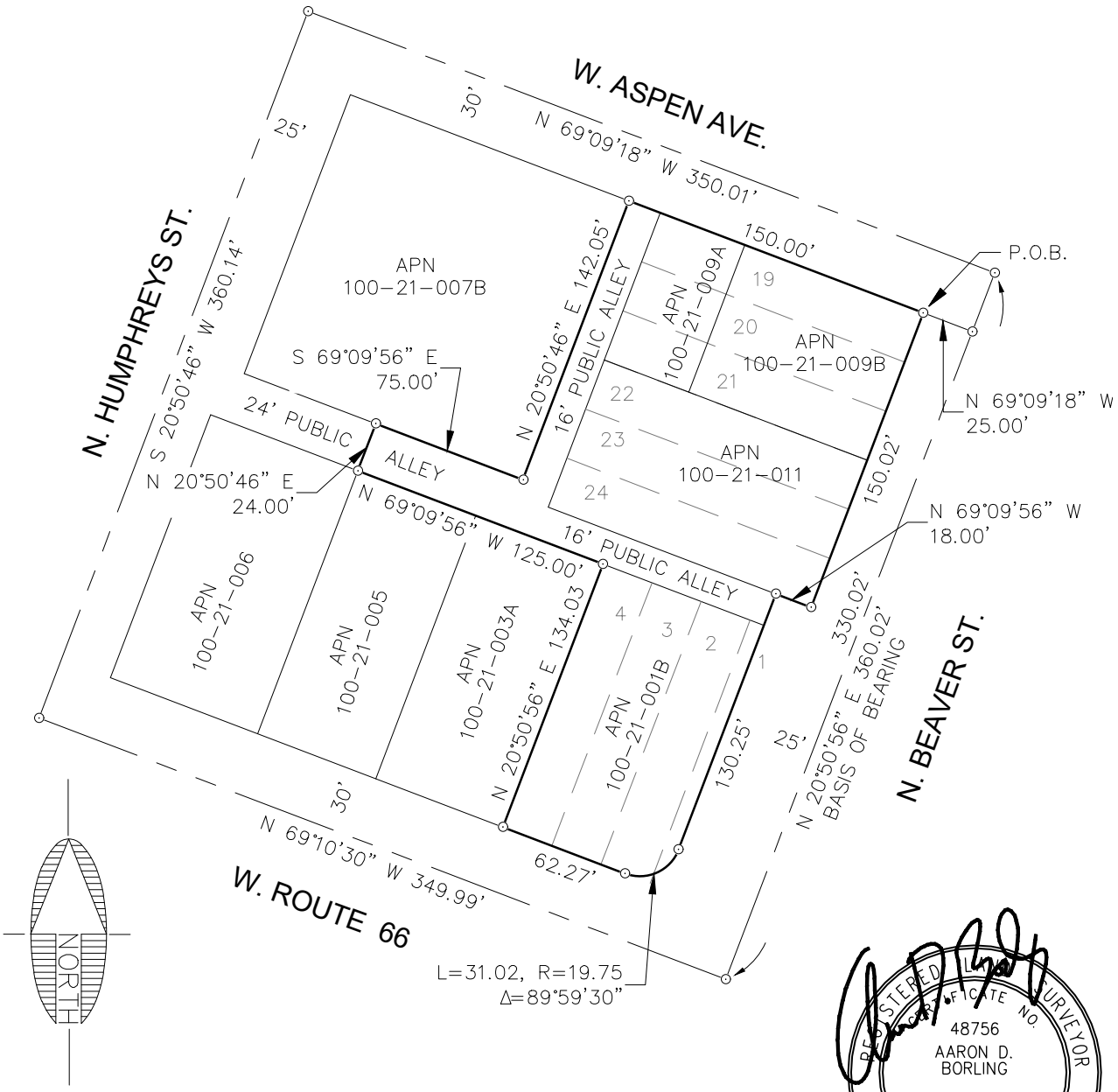


EXHIBIT 'B'

A PORTION OF BLOCK 1-A, TOWNSITE OF FLAGSTAFF, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



SCALE: 1" = 80

0 40 80

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
10/1/2025
Date Signed
ARIZONA, U.S.A.

SHEET 3 OF 3	DRAWN BY: RPR DATE: OCTOBER 2025 SCALE: AS SHOWN JOB NO: 2025-1299	SHUMWAY LEGAL EXHIBIT COCONINO COUNTY FLAGSTAFF, AZ	ARDURRA www.ardurra.com

DATE: Oct 01, 2025 FILE: P:\2025\2025-1299 Shumway\Shumway Legal Description\Shumway Exhibit_10-1-2025.dwg

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Adriana Fisher, Housing Program Manager

Co-Submitter: Sarah Darr

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-55: A resolution of the Flagstaff City Council, authorizing the submission of a Rental Assistance Demonstration (RAD) Program portfolio application to the U.S. Department of Housing and Urban Development (HUD) to allow for conversion and redevelopment of the City of Flagstaff public housing portfolio; providing for delegation of authority, direction for further actions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-55 by title only
2. City Clerk reads Resolution No. 2026-55 by title only (if approved above)
3. Adopt Resolution No. 2026-55

Executive Summary:

The City of Flagstaff Housing Authority (CFHA) is pursuing an application to the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program to preserve and redevelop its public housing portfolio and create opportunities to expand affordable housing. The proposed resolution directs the Housing Director or their designee to submit an application to HUD for the RAD program and pursue redevelopment of the Flagstaff public housing portfolio. The resolution also provides delegation of authority to various city staff in order to advance the project, and directs staff to take further actions subject to the City Charter, City Code, procurement procedures, and applicable laws.

Financial Impact:

Adoption of the resolution authorizes CFHA to pursue the RAD application and redevelopment process. Project costs, financing, and funding commitments will be determined as planning progresses and are dependent on a development partner's contributions.

Project Name: Rental Assistance Demonstration (RAD)
Cost: To be determined
Account Number Budgeted: 411-13-105-0352-4-4290
FY Budgeted Amount: $5 Million
Grant Funded: To be determined
Funding Source: To be determined

Additionally, CFHA receives federal subsidies and rental income that can be directed towards this project once expenses are met. This number varies year by year due to the unpredictability of federal funding and necessary Housing Authority expenses.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

- October 2026: City Council received an overview of the RAD program during a work session on October 27. The CFHA Board of Commissioners adopted Resolution No. 2026-06 on October 15, recommending that City Council authorize the RAD application and public housing redevelopment, with CFHA serving as developer/co-developer and authorized to pursue necessary implementation actions and use designated housing funds. In addition, CFHA public housing residents received a presentation at two different times on October 14 regarding the program, potential redevelopment, resident rights and protections, the anticipated process, and opportunities for ongoing communication and involvement. Stakeholders leasing space from CFHA met with Housing staff to learn more about the program and to ask questions. (After further legal review in late October 2026, the form of resolution was modified to reflect Charter, Code, and Procurement Manual limits on the delegation of authority, and this modified version is being presented for Council consideration.)
- January 2026: City Council approved a Consultant Services Agreement to support the RAD program, including project management, financial feasibility analysis, development partner procurement support, and funding strategy coordination.
- November 2022: Flagstaff voters approved Proposition 442, authorizing the City of Flagstaff to use $5 million to leverage, in partnership with the private sector and HUD, the redevelopment CFHA's public housing stock.

Options and Alternatives to Recommended Action:

- Adopt Resolution No. 2026-55 as recommended.
- Reject the resolution, in which case CFHA would not proceed with the RAD application under the proposed authorization.

Background and History:

CFHA owns and operates 265 public housing units. The City is pursuing repositioning and redevelopment of this portfolio through HUD's RAD program to preserve existing affordable housing and create at least twice as many affordable housing units available to local residents.

RAD allows eligible public housing properties to convert to a long-term, project-based Section 8 rental assistance contract. This conversion provides access to more stable funding and private financing for rehabilitation and redevelopment while maintaining long-term affordability and applicable resident protections.

The repositioning and redevelopment process is expected to take multiple years and includes financial feasibility analysis, development partner selection, financing strategies, project planning and implementation. A Request for Proposals to identify a development partner was published on the City's website November 3, 2026.

No current public housing resident will lose housing or housing benefit at any point during or after the redevelopment. Two different public meetings were held for public housing residents on October 14 regarding the program, potential redevelopment, resident rights and protections, the anticipated process, and opportunities for ongoing communication and involvement.

Connection to PBB Priorities and Objectives:

Livable Community: Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.

- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase

and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
- Policy NH.3.5. Encourage and incentivize affordable housing.

Connection to Carbon Neutrality Plan:

- HA-1: Create housing options for households at all income levels and family sizes occupied by local residents
- HA-2: Connect people to equitable housing solutions.
- HA-4: Protect people from housing discrimination and remove housing barriers.

Connection to 10-Year Housing Plan:
The proposed action supports the City's 10-Year Housing Plan, including the following policy initiatives:

- Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
- Preserve 2: Expand efforts to preserve existing housing stock.
- Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Connection to Division Specific Plan:
Supports Housing Division efforts to preserve existing affordable housing, expand housing opportunities, and implement the City's 10-Year Housing Plan.

Supports goals in both the Housing Authority's 5-year and Annual Plans.

Attachments: Res. 2026-55

RESOLUTION NO. 2026-55

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE SUBMISSION OF A RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM PORTFOLIO APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO ALLOW FOR CONVERSION AND REDEVELOPMENT OF THE CITY OF FLAGSTAFF PUBLIC HOUSING PORTFOLIO; PROVIDING FOR DELEGATION OF AUTHORITY, DIRECTION FOR FURTHER ACTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff has authority to operate public housing, and to develop and operate affordable housing projects pursuant to applicable laws, including but not limited to A.R.S. § 36-1401 et seq; and

WHEREAS, the City has operated a public housing portfolio through the U.S. Department of Housing and Urban Development (HUD) since the 1950s to provide safe, decent and affordable housing for low-income individuals and families within the community; and

WHEREAS, the City's public housing currently consists of 265 units including the primary sites Siler and Brannen Homes, and scattered sites (AZ006 in HUD records); and

WHEREAS, for many years Congressional appropriations for public housing have been insufficient to adequately fund the substantial capital improvements needed with respect to the City's public housing portfolio; and

WHEREAS, utilization of the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) Program, Section 18, and/or other HUD repositioning programs allow municipalities and public housing authorities the ability to convert funding into a Section 8 rental assistance platform that will, with other sources of funding, provide for the redevelopment of its public housing sites and predictable annual subsidies; and

WHEREAS, on November 8, 2022 a majority of the Flagstaff voters passed Proposition 442 authorizing the issuance of up to $20 million in general obligation bonds to create rental and homeownership opportunities for the residents of Flagstaff, of which $5 million would be applied towards the redevelopment of the City public housing portfolio according to the publicity pamphlet; and

WHEREAS, HUD allows the City of Flagstaff as a public housing agency to reserve RAD authority for multiple public housing sites without binding the City to complete conversions of all; and

WHEREAS, the City has a shortage of affordable housing and, as a part of its mission consistent with Resolution No. 2020-66 and its 10-Year Housing Plan, seeks to increase the number of housing units available for low-income individuals and families within the community; and

WHEREAS, the City of Flagstaff Housing Authority Board has recommended that the City Council of Flagstaff approve a resolution authorizing the submission of a Rental Assistance

Demonstration (RAD) Program Portfolio Application to HUD for conversion of the public housing portfolio consistent with the 10-Year Housing Plan; and

WHEREAS, the City Housing Division Director has completed resident notifications and consultation meetings regarding the proposed portfolio conversion required prior to submittal of an Application and will continue to engage with the residents and community through the redevelopment process; and

WHEREAS, the City of Flagstaff has assessed the feasibility of a RAD conversion and has concluded that it is both feasible and, in the City's best interests to submit a Rental Assistance Demonstration (RAD) Program Portfolio Award Application and pursue the redevelopment of the Flagstaff Public Housing Portfolio consistent with the City 10-Year Housing Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City of Flagstaff as a public housing agency hereby directs the City Housing Division Director or their designee to execute and submit a Rental Assistance Demonstration (RAD) Program Portfolio Application via the RAD Resource Desk to the U.S. Department of Housing and Urban Development (HUD) for the conversion of the Flagstaff Public Housing Portfolio.

SECTION 2. Delegation of Authority.

The City Housing Division Director, City Manager, and City Attorney and/or their designees are hereby authorized to execute all required HUD application forms, certifications, worksheets, and subsequent conversion documents (such as Commitments to enter into a Housing Assistance Payments Contracts (CHAPs) and Housing Assistance Payment (HAP) Contracts) necessary to advance the portfolio conversion, and take all actions necessary and appropriate to comply with all requirements of the RAD Program, including all existing and subsequent HUD Notices applicable to the RAD Program.

SECTION 3. Direction for Further Actions.

The City Housing Division Director, City Manager, City Attorney, Management Services Director, City Engineer, Planning Director, Real Estate Manager, and/or their designees are hereby directed to proceed with all actions necessary and appropriate to redevelop, implement, and operate all phases of the redevelopment of the Flagstaff Public Housing Portfolio in accordance with RAD Program requirements, subject to the City Charter, City Code, procurement procedures, and applicable laws. Such actions include but are not limited to the following:

1. Work with consultants to assess the physical inventory of the Flagstaff Public Housing Portfolio and options for redevelopment to at least double the overall number of housing units;

2. Evaluate and determine whether public housing units should be converted to Project-Based Vouchers (PBV) or Project-Based Rental Assistance (PBRA) units;

3. Issue solicitation(s) for qualified developers to assist the City of Flagstaff as public housing agency in redevelopment of the Flagstaff Public Housing Portfolio, commencing first with the Siler public housing site (collectively "the Projects");

4. Explore options for forming a non-profit corporation and/or other legal entities for purposes of redevelopment of the Flagstaff Housing Portfolio, make recommendations to City Council, and prepare proposed documents related to formation and operation;

5. Prepare proposed contracts with selected developers regarding the respective roles of the City, affiliate non-profit corporation, and the developers in redevelopment Projects;

6. Obtain appraisals, title reports, and conduct all due diligence reasonable and appropriate prior to conveyance of fee title or leasehold interests to an affiliate non-profit corporation and/or developer;

7. Pursue site preparations to improve property and create housing units for the Flagstaff community as authorized by Resolution No. 2020-66;

8. Apply for grants and funding for redevelopment, including but not limited to applications to the state of Arizona for awards of Low-Income Housing Tax Credits (LIHTC), seeking a LIHTC equity investor, and make recommendations to City Council for acceptance of grants and/or loans for the Projects;

9. Make recommendations to the City Council regarding appropriation and expenditure of the City's public housing, capital funds, and/or affordable housing funds to provide predevelopment and gap funding for the Projects;

10. Allocate Section 8 Project-Based Vouchers and/or Project Based Rental Assistance units, amend HUD Annual Plan(s), and prepare associated contracts or agreements, as necessary to facilitate financing, redevelopment, and operations;

11. Upon City Council adoption of a City ordinance approving the same, convey fee title or a lesser interest in all or any portion of the Project sites to third parties as necessary to facilitate redevelopment.

12. Procure, execute, and submit or deliver all contracts, documents and instruments necessary for the redevelopment and operation of the Projects.

13. Use and expend the proceeds of any grants, loans, and other financing and funding sources to carry out the redevelopment and operation of the Projects.

14. Oversee, monitor, and evaluate the progress of the RAD program conversion, and through the City Housing Division Director, report at least annually to the Housing Commission and City Council concerning such progress.

SECTION 4. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christine Cameron, Project Manager III

Co-Submitter: Sterling Solomon

Date: 11/04/2026

Meeting Date: 11/17/2026

TITLE:

Consideration and Approval of Contract: City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement.

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, the City Council may vote to go into executive session on this item, which will not be open to the public, for discussion or consultation for legal advice with the attorneys of the public body, discussion or consultation with the attorneys and designated representatives to consider public body's position and instruct said representatives and attorneys regarding the contracts that are the subject of negotiations, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. pursuant to A.R.S. §38-431.03(A)(3) (4) and (7) respectively.

STAFF RECOMMENDED ACTION:

1. Approve the City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement subject to City staff's and City Attorney's Office finalization; and
2. Authorize the City Manager to execute the necessary documents contingent upon City staff's and City Attorney's Office finalization for signature.

Executive Summary:

The City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement (Agreement) is an overarching document that establishes contractual responsibilities between the two agencies for construction of several large-scale civil works projects in the Flagstaff community.

These projects include:

- Rio de Flag Flood Control Project
- Lone Tree Overpass
- Downtown Mile Safety and Connectivity Project
  - Karen Cooper FUTS Underpass
  - Florence to Walnut Pedestrian Underpass
  - B40/Milton Road Underpass
- Amtrak Station Platforms

All of these projects will be constructed with some component on railroad property, necessitating this Agreement to outline construction and maintenance responsibilities, dedication and sale of BNSF Railway (BNSF) property rights, mitigation measures, cost assignment, liability protections, and insurance requirements. The Coordination and Reimbursement Agreement, along with the ancillary Lone Tree Construction, Operations, and Maintenance Agreement, the Rio de Flag Operations and Maintenance Agreement, BNSF Easement Agreement, are included in this staff summary and are recommended for approval by City Council, subject to City staff's and the City Attorney's Office finalization.

Financial Impact:
Preliminary Financial Impacts. Additional details will be provided at the Council Meeting.:

Project Name: Rio de Flag Flood Control Project
Cost: Undetermined at initial posting of this agenda item.
Account Number Budgeted: 206-08-385-3236-0-4422
FY Budgeted Amount: $9,680,808
Grant Funded: No
Funding Source: Stormwater, Federal Water Resources Development Act (WRDA) authorized congressional appropriations via the U.S. Army Corps

Project Name: Lone Tree Overpass
Cost: $23,151,719
Account Number Budgeted: 047-10-112-3054-6-4441
FY Budgeted Amount: $27,968,570
Grant Funded: No
Funding Source: Proposition 420, Transportation Tax

Project Name: Downtown Mile Safety and Connectivity Project
Cost: $50,504,235
Account Number Budgeted: 409-09-427-3521-1-4421
FY Budgeted Amount: $27,273,998
Grant Funded: Yes. USDOT INFRA Grant
Funding Source: Proposition 419, Stormwater, USDOT INFRA Grant, BNSF Railway

Project Name: Amtrak Station Platforms
Cost: $1,188,000
Account Number Budgeted: 409-09-427-3628-1-4421
FY Budgeted Amount: $343,000
Grant Funded: Yes, USDOT CRISI Grant
Funding Source: Transportation, USDOT CRISI Grant, BNSF Railway

Policy Impact:
None.

Previous Council Decision or Community Discussion:
There have been numerous Council and community discussions and actions over the last twenty years for these projects, including but not limited to feasibility studies, contract approvals, design presentations, public meetings, funding discussions, annual City budget approvals, and real estate procurement.

Options and Alternatives to Recommended Action:
1. Approve the Agreement contingent upon City staff's and the City Attorney's Office finalization which will allow for the subject Capital projects to proceed.
2. Reject the Agreement and provide direction for staff on next steps.

Background and History:
Rio de Flag Flood Control Project
The Rio de Flag Flood Control Project has been under development as a cooperative project between the City of Flagstaff and the US Army Corps of Engineers since the early 2000s. The goal of the project is to remove the 100-year floodplain from the center of town, which will reduce flooding impacts in our community and improve citizens' quality of life and health safety. The project has undergone extensive design, value engineering, and reporting efforts. Several of the main project components have been

constructed and are complete, including the Clay Wash Detention Basin, the Thorpe Bridge, and the Butler Tunnel.

Lone Tree Overpass
The Lone Tree Overpass has been a planned project for over two decades in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge and adjacent surface streets was completed in 2010. In November 2018, the voters were asked to consider a ballot measure to fund the Overpass (Proposition 420), which was approved. The goal of the Project is to provide better connectivity for the City's transportation network and provide a grade-separated crossing over the BNSF Railway corridor and the future Rio de Flag channel, which increases safety and convenience for vehicular and multi-modal commuters.

Downtown Mile Safety and Connectivity Project
The Downtown Mile Project is a suite of City Capital transportation and stormwater projects that surround the BNSF rail corridor in downtown Flagstaff. The projects share proximity, constraints with building under and around the railroad, and opportunities for funding partnerships and construction efficiency. The individual projects were aligned into the overall Project scope out of a need to help fund mitigation impacts to rail operations from the construction of the Rio de Flag project, to expedite delivery of the City's multimodal projects, and to provide opportunity to BNSF to construct a third main rail line, which instituted their support for Project funding and approval for construction. The Project components include:

- Florence to Walnut Pedestrian Underpass: Construction of a pedestrian underpass to the west of the ADOT B40/Milton Road Underpass/BNSF rail bridge. Proposed to connect Florence Street and Walnut Street with a grade-separated pedestrian tunnel in an area of active trespassing.
- ADOT B40 Milton Road Underpass/BNSF Rail Bridge Reconstruction: The existing two-track bridge structure over Milton Road will be replaced and the location of the underpass will be shifted to the north in alignment with the proposed permanent third main line of the BNSF tracks. The bridge will include a span arrangement that will allow for the future ADOT corridor expansion, including multimodal improvements. Additionally, the proposed structure shall provide a minimum of 16’-7” vertical clearance as required by current ADOT and BNSF standards.
- Pedestrian Underpass/Karen Cooper FUTS: This grade-separated pedestrian underpass will be constructed under the BNSF corridor and adjacent to the Rio de Flag flood control concrete box culvert. It will connect to the Mountain Line Downtown Connection Center site located on Phoenix Avenue.
- Beaver Street and San Francisco Street At-grade Crossing Safety Improvements: Includes at-grade crossing safety improvements associated with two one-way streets that intersect with the BNSF corridor adjacent to the current Amtrak station.

Amtrak Station Platform Project
The Platform Project includes reconstruction of the existing north platform and the addition of a new south platform. The Project will provide necessary drainage improvements and ADA improvements of the existing platform. The new south platform will provide improved rail efficiency and safety, reducing the conflict between freight and passenger services. In 2022, the City of Flagstaff was awarded a U.S. Department of Transportation Infrastructure for Rebuilding America INFRA grant for the Downtown Mile Safety and Connectivity Project. The Amtrak platforms were included in the INFRA application portion of the project but were determined ineligible from that funding source. The platforms were removed from the grant application and in 2024, the City of Flagstaff and BNSF partnered on a Consolidated Rail Infrastructure and Safety Improvements CRISI grant application for the platform work, and were awarded the construction funding that the INFRA grant did not cover.

Connection to PBB Priorities and Objectives:

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Strengthen Flagstaff’s resilience to climate change impacts on built, natural, economic, health, and social systems.
- Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

Connection to Regional Plan:

- MT.5: Increase the accessibility, connectivity, and use of pedestrian and bicycling infrastructure, including the Flagstaff Urban Trail System and other trail systems, as a critical element of a safe and livable community and to promote transit access.
- TS.3a: Provide and maintain Complete Streets and systems with functional, comfortable, and safe sidewalks, bicycle facilities, and transit stops, that provide accommodation for all users, even in temporary or interim conditions (City only).
- TS.4: Design all roads to accommodate all people safely and where appropriate, include art; contextual landscaping; pedestrian, bicycle, and transit facilities; and appropriate architectural features.
- R.1: Prepare the Region's human and natural systems to be more resilient to short term catastrophic events and long-term impacts of climate change.
- RS.3: Create resilient and sustainable flood management practices and systems that protect and enhance ecosystems and human health throughout the Region.
- WR.1: Manage infrastructure and develop partnerships that support water, stormwater, wastewater, and reclaimed water utility facilities that are safe, secure, reliable, cost effective, and adequate for the Region's future growth and continued environmental health.
- WQ.3: Maintain and develop facilities to provide safe, reliable, and cost-effective stormwater, wastewater, and reclaimed water services.

Connection to Carbon Neutrality Plan:

- DD-2 Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- HS-2 Prepare for changing risks to public health due to climate change and increased collaborations across agencies to improve health and climate awareness, preparedness, and resilience.
- HS-4 improve the resilience of public infrastructure and city facilities.

Connection to 10-Year Housing Plan:

- Protect existing housing and provide redevelopment opportunities for new affordable housing.

Connection to Division Specific Plan:
N/A

Attachments: Coordination and Reimbursement Agreement
Lone Tree Construction, Operations, and Maintenance Agreement
Rio de Flag Operations and Maintenance Agreement
BNSF Easement Agreement
Presentation

COORDINATION AND REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF, ARIZONA
AND
BNSF RAILWAY COMPANY

This Coordination and Reimbursement Agreement (this "***Agreement***") is entered into between the City of Flagstaff, a _____ of the State of Arizona ("***City***"), and BNSF Railway Company, a Delaware corporation ("***BNSF***") as of _____ (the ***"Effective Date"***).

RECITALS

1. City, pursuant to the Arizona Constitution, Article 2, Section 17; Arizona Revised Statutes (ARS) §§12-1111(4)(5); 12-1141(7); 9-240(B)(5); Flagstaff City Code, Chapter 12-01, has notified BNSF of its intent to acquire by eminent domain certain real property of BNSF and seeks by donation in consummation of eminent domain from BNSF certain other interests in real property upon which several flood control and other related projects and improvements will be completed as described in this Agreement. These flood control and other related projects and improvements will be either: (i) designed, controlled, performed or constructed by or for the City (collectively, including furnishing of all Mitigations (defined below), performing all permitting and all utility relocation for the entire Project (defined below) except for relocation of BNSF's fiber optic lines, and performing all operation and maintenance of the finished Project as described in and in strict accordance with the O & M Agreement (defined below), (collectively, the **"*City-Led Phases*"**) or (ii) designed by the U.S. Army Corps of Engineers (the ***"Corps")*** and constructed by or on behalf of the Corps pursuant to a General License Agreement (the ***"General License")***between BNSF and the contractor(s) retained by the Corps to in order to enable or to perform this construction on behalf of the Corps ***(***the ***"Corps-Led Phases").*** These flood control and other related projects and improvements, both for the City-Led Phases and the Corps-Led Phases are described on **Exhibit "A"** attached hereto and incorporated herein. The Mitigations (defined below) are described on **Exhibit "A-1"** attached hereto and incorporated herein. Together, the projects and improvements described on **Exhibit "A"** and the Mitigations are the "***Project.***" BNSF and the City acknowledge that a fundamental tenant of this Agreement and the Project more generally is that the City shall have no responsibility, liability or indemnity obligations for the work of contractors, employees, subcontractors, or agents of the Corps, except when the Corps is acting solely as an invitee of the City, or for any failure to perform by such entities other than as may be required of City hereunder or pursuant to the Easement (defined below) or the O&M Agreement.

2. Under threat of eminent domain with respect to certain real property, BNSF has agreed to cooperate with the City by making the conveyances and donations described herein to allow the Project to proceed on the terms and conditions outlined in this Agreement.

3. The parties have previously entered into the following Preliminary Engineering Services Agreements (collectively, the ***"Preliminary Engineering Agreements"***): Rio de Flag dated as of June 16, 2020; Lone Tree Overpass dated as of January 4, 2022; Milton Underpass/BNSF Bridge dated as of April 19, 2022; and Project Review and City of Flagstaff, Arizona Federal Railroad Administration Grant Assurances March 15, 2024; pursuant to which the City has commenced engineering design of portions of the City-Led Phases of the Project and the Corps has commenced engineering design for the Corps-Led Phases of the Project, all as detailed in these Preliminary Engineering Agreements.

4. The City shall be responsible hereunder for the City-Led Phases of the Project. Except as specifically set forth herein, in the Easement, or the O&M Agreement, or as may exist under the common law, the parties acknowledge and agree that the City shall have no other liability or responsibility whatsoever for the Corps-Led Phases of the Project.

5. Upon completion of initial construction of each Corps-Led Phase and each City-Led Phase other than the Mitigations, City will assume and be responsible for all maintenance and operation of the Project other than the rail facility portions of the Mitigations. This operation and maintenance will be conducted pursuant to this Agreement and the O&M Agreement for all Corps-Led Phases and pursuant to this Agreement and the individual Construction and Maintenance Agreements (each, a ***"CMA"***) for the relevant segment of the City-Led Phases.
6.

AGREEMENT

In consideration of the matters outlined in the Recitals, and other good and valuable consideration exchanged, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Recitals set forth above are incorporated into this Agreement as operative provisions.

2. The overall schedule for the Project, broken out by phases (the ***"Schedule"***), is set forth on **Exhibit "B"** attached hereto and incorporated herein. The term of this Agreement shall be perpetual for so long as the City-Led Phases of the Project exist, or any Easement is in effect.
3. The parties agree that BNSF and the City must execute concurrently herewith that certain easement for Phase 4 of the Corps-Led Phases of the Project (the ***"Corps Phase 4 Easement"***) in form and substance as attached hereto as part of **Exhibit "C"** and incorporated herein. The parties agree that BNSF and the City must execute concurrently herewith that certain easement for Phase 5 of the Corps-Led Phases of the Project (the ***"Corps Phase 5 Easement"***) in form and substance as attached hereto as part of **Exhibit "C"** and incorporated herein. The parties agree that BNSF and the City must execute concurrently herewith the O&M Agreement addressing post-completion operation and maintenance of all of the Corps-Led Phases of the Project in the form attached as part of **Exhibit "C"** and incorporated herein (the **"*O&M Agreement").*** The parties further acknowledge that BNSF and the Corps must

execute concurrently herewith that certain Memorandum of Understanding in form and substance satisfactory to BNSF, in its sole discretion (the ***"MOU"***). City represents and warrants to BNSF that it has secured and has met all conditions to obligate for timely expenditure sufficient grant funding to complete the City-Led Phases of the Project in accordance with the terms hereof and the Schedule. The City acknowledges that prior to the Corps or its contractor(s) commencing any work on each and every Corps-Led Phase of the Project: (i) the Corps must furnish to BNSF a certification and warranty satisfactory to BNSF, in its sole discretion, that all funding to complete such Corps-Led Phase or Phases has been secured by the Corps and allocated to the Project for timely expenditure in accordance with the Schedule, and (ii) all contractor(s) for each Corps-Led Phase to be commenced must have executed and complied to such date with their respective General License with BNSF in the form attached to the MOU. Prior to the City commencing any work on any City-Led Phase of the Project, the following other agreements, forms of which are attached hereto under **Exhibit "C"** and incorporated herein, along with any other agreements specified in any of the attached agreements, must be fully executed, with the City and its contractor(s) being unconditionally obligated to complete the work described in such agreements in accordance with the Schedule and the plans and specifications approved by BNSF pursuant to the Preliminary Engineering Agreements.

A. A Construction and Maintenance Agreement (including all exhibits thereto) (herein generically referred to as a "***CMA***") between BNSF and the City for the Lone Tree Overpass segment of the Project,
B. A CMA (including all exhibits thereto) between BNSF and the City for the (i) Milton Bridge, (ii) Florence to Walnut, and (iii) grading work for passing siding CTC construction and related facilities through Beaver and San Francisco segments of the Project (known herein as the "Downtown Mile" segment); and

C. The Purchase and Sale Agreement (s) between the City and BNSF for _____ _____.
(the ***Purchase and Sale Agreement (s))*.**

Each CMA will detail needed conveyance(s) to the City for City-Led Phases of the Project of fee title or easements, as specified, required to complete the segment(s) of the Project described in the CMA. BNSF shall convey such fee or easement(s), as applicable pursuant to the Purchase and Sale Agreement(s), in consideration of the delivery to BNSF of certain relocation proceeds and the Mitigations (defined below) which themselves are relocations proceeds and are described herein. Such grants will be made by BNSF after all pre-conditions of this Agreement and all other agreements and grants listed herein between the City and BNSF are fulfilled. For relevant segments, each CMA will also provide for the conveyance of fee title to property to BNSF where required to ensure BNSF owns all property under any rail and related improvements to be constructed as part of the Project, pursuant to deeds in the form of **Exhibit "F"** attached. If there is any conflict between the payment terms of this Agreement and any specific payment terms contained in any CMA, the specific terms of the CMA shall control.

4. Before commencing any part of any City-Led Phase of the Project, City shall require each of its contractors on the Project, at its expense, to furnish to BNSF fully executed Performance and Payment Bonds in a form acceptable to BNSF issued by a surety or sureties approved by BNSF, in the amount of $125,000,000.00 as security for the faithful performance of this Agreement and all CMAs under which such contractor will be working, and for the payment of all persons or entities performing labor or furnishing materials or equipment in connection with the relevant City-Led Phases of the Project. These bonds must guarantee City's and the contractor's complete performance of the City-Led Phases in accordance with this Agreement, the relevant CMA and the plans and specifications for each segment required to be approved by BNSF pursuant to the respective CMA in strict accordance with the Schedule.

The City acknowledges that the CMAs may feature further conditions precedent to the commencement of work on any segment of any City-Led Phase; provided, however, no CMAs shall modify or amend any of the indemnity provisions of this Agreement. Unless City agrees to such conditions, no work may proceed on the Project.

5. This Agreement, each CMA and the grant of each Easement will be fully contingent upon the City's unconditional agreement to provide all of the following Mitigations in strict accordance with plans and specifications approved by BNSF in its sole discretion and pursuant to the Preliminary Engineering Agreements or otherwise in writing and the Schedule to ensure BNSF's continuous, unimpaired ability to operate safely and bi-directionally through all areas of the Project during the entire period of development and construction (the ***"Mitigations"***). In addition, each CMA will require, as a condition precedent to commencement of any work on a particular segment of the Project as described in such CMA, that certain Mitigations be fully completed prior to work on that segment commencing, all as described in such CMA. All Mitigations are in consideration of the various real property grants and conveyances BNSF will make as described in this Agreement and represent the proceeds from BNSF's relocation needed to allow the Project to proceed. The Mitigations, which are set forth below, are further described in detail on ***"*****Exhibit A-1*****"***:

a. All grading, drainage, and other work up to and including, without limitation, the placing of sub-ballast for a passing siding and relocated tracks in the locations and of the condition described on "**Exhibit A-1**" and acceptable to BNSF in its sole discretion after inspection (the ***"Passing Siding and Relocated Tracks")***;
b. Certain standby surfacing equipment and a material set at a location to be designated by BNSF and as further described on ***"*****Exhibit A-1*****"*** ;
c. Relocation of BNSF customer party specified in ***"*****Exhibit A-1*****"*** as directed by BNSF;
d. Acquisition by the City under threat of eminent domain of the Downtown Property (as defined below);
e. A passenger platform and related real property for Amtrak service on the south side of BNSF's existing mainline as further described on "**Exhibit A-1";**
f. A fully funded action plan by the City for near-term improvements to prevent grade crossing accidents and trespassers;
g. All permitting and utility relocations for all work on or related to the Project, including, without limitation, all fiber optics relocations other than of BNSF's own

fiber optic facilities, and reimbursement of any sums required to be reimbursed to relocated fiber optic companies or other utilities with any such relocations proposed to be onto BNSF's property meeting such requirements as provided herein; and

h. (Intentionally Deleted.)

i. Prompt payment in full to BNSF of all invoices from BNSF for all direct and indirect costs of all placement and construction of ballast, ties, track, signals and any related improvements for the Passing Siding and Relocated Tracks to be fully operational, as well as the relocation of all BNSF-owned fiber optic lines. Such reimbursement must be made by City in full within thirty (30) days of BNSF's delivery of each invoice. Late reimbursement payments shall bear interest at the rate of _____ per annum, pro-rated for the period for which a payment is late.

6. Except as may be provided otherwise in any CMA, City shall furnish (via its contractor(s) or otherwise) the necessary materials, superintendence, labor, tools, equipment and transportation for and shall expeditiously perform and complete (via its contractor(s) or otherwise) all work and services necessary to complete work on the City-Led Phases of the Project and deliver the Mitigations to BNSF; all in a good and workmanlike manner and in accordance with the highest generally accepted national standards of care applicable to work and services of such types and in strict conformance to the plans and specifications approved by BNSF pursuant to the Preliminary Engineering Agreements and the Schedule and in strict accordance with BNSF's construction specifications and requirements furnished to the City. Prior to delivering any proposed plans and specifications to BNSF for its review and approval, including, without limitation, any bridge plans as further described below, the City must ensure that all such plans and specifications for all City-Led Phases , whether designed by or for it , are complete and appropriate for the proposed construction depicted thereon and require construction of the standards specified herein and in accordance with all BNSF construction specifications and other requirements delivered to City and shall so mark all plans and specifications. The City shall convey to BNSF ownership and all intellectual property rights held by the City in and to the plans and specifications covering all rail-improvement Mitigations, including, without limitation, the Amtrak platform(s) described in the plans and specifications or forming part of the Mitigations. Notwithstanding anything herein to the contrary, should BNSF determine, in its sole discretion, that any portion of the Project is not being prosecuted in a proper and timely fashion as required hereunder and/or under the General License with the result that BNSF's operation, activities, the Mitigations or the drainage affecting its right-of-way, properties or facilities are negatively affected, BNSF may, but is not obligated to, call upon the bonds required hereunder and in the General License and may self-perform or have performed such work or services.

7. Indemnification and Insurance.

To the fullest extent allowed by applicable law, City shall release, indemnify, defend and hold harmless BNSF and its officers, employees, subcontractors, agents, licensees, invitees, affiliates and subsidiaries (collectively, with BNSF, the *"BNSF Indemnified Parties"*) from any and all judgments, awards, claims, demands, damages, fines or other governmental penalties of any type, and expenses (including attorneys' and experts' fees) related to: injury or death to all persons, including, without limitation, the BNSF Indemnified Parties; the City's or its contractor(s)'employees,

subcontractors, agents, or invitees (collectively, with City and its contractor(s), the *"City Persons"*); and any third party, the Corps' contractor(s) or the Corps, or any employee, subcontractor, agent or invitees of any such third party, the Corps' contractor(s) or the Corps; and/or loss and damage to property belonging to any person, or the enforcement or alleged enforcement actions, demands for investigation, and/or penalties issued by any governmental authority (collectively, *"Claims"*), arising in any manner from or relating to acts or omissions of the City, or its invitees and relating to: (i) the City-Led Phases of the Project; (ii) the City or its invitee's acts or omissions or failure to perform any obligation under this Agreement, the Easements, the O&M Agreement or any CMA; (iv) City, or its invitee's failure to comply with Laws (as defined below), or (v) the environmental condition or status of any property or right of way caused by or contributed to by City, or its invitees, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM OR ARE RELATED TO OR ARE ALLEGED TO ARISE FROM OR BE RELATED TO BNSF'S OWN NEGLIGENCE, OR WILLFUL MISCONDUCT.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND LIMITED BY THE TERMS ABOVE IN THIS SECTION 7, THE INDEMNIFICATION OBLIGATION ASSUMED BY CITY INCLUDES ANY CLAIMS BROUGHT AGAINST THE BNSF INDEMNIFIED PARTIES (I) UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT OR STATE-BASED WORKERS' COMPENSATION LAWS AND REGULATIONS, UNDER WHICH A CITY PERSON ALLEGES THAT HE OR SHE IS A RAILROAD EMPLOYEE AND (II) UNDER ENVIRONMENTAL LAWS, OR CLAIMS FOR STRICT LIABILITY UNDER ANY STATE OR FEDERAL STATUTE IMPOSING STRICT LIABILITY. City fully realizes that the presence of City Persons or others, on or near BNSF property involves danger and risk to such persons, including the possibility of injury or death of such persons and/or another person and damage to or loss of its own and others' property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT OR OTHER PROJECT AGREEMENTS SHALL ALTER IN ANY WAY ANY RIGHTS THE CITY MAY HAVE AGAINST BNSF UNDER COMMON LAW.

A. City shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage:

1. <u>Commercial General Liability "CGL" Insurance</u>

a. The policy will provide a minimum coverage of $15,000,000 per occurrence and an aggregate limit of at least $ 19,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by City. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury

- Fire legal liability
- Products and completed operations
- Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form

b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of BNSF's property;
- Waiver of subrogation in favor of and acceptable to BNSF;
- Additional insured endorsement in favor of and acceptable to BNSF and include coverage for ongoing operations and completed operations;
- Separation of insureds; and
- The policy will be primary and non-contributing with respect to any insurance carried by BNSF.

c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policy holder and will not apply to BNSF employees, contractor employees, subcontractor employees or Corps' employees.

d. No other endorsements that limit coverage with respect to City's obligations under this Agreement or Services may be included on the policy.

2. <u>Business Automobile Liability Insurance</u>.

a. The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:
   - Bodily injury and property damage
   - Any and all vehicles owned, used or hired

b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
   - Waiver of subrogation in favor of and acceptable to BNSF;
   - Additional insured endorsement in favor of and acceptable to BNSF;
   - Separation of insureds;
   - The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.

3. <u>Workers Compensation and Employers Liability Insurance</u>

a. The policy will provide coverage of all City employees performing any part of the Project including coverage for, but not limited to:

- City's statutory liability under the workers' compensation laws of the state(s) in which the Project will be performed. The policy will cover all of City's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least $500,000 per accident, $500,000 by disease policy limit, $500,000 by disease each employee.

b. The policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
    - Waiver of subrogation in favor of and acceptable to BNSF.

4. Professional Liability Insurance

a. Professional Liability Insurance, as will protect City from damage resulting from negligent error, omission or acts of City, its agents, officers and employees in the performance of any professional services rendered under or related to this Agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than $5,000,000 per claim.

5. Railroad Protective Insurance

The policy will name only BNSF as the Insured and will provide coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF and City shall not perform or allow performance of any part of the Project or work of any kind under or related to this Agreement until BNSF has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a RPLI policy, City may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to City or its contractor. The limits of coverage are the same as above. If City wishes to participate in the BNSF Blanket Railroad protective program, please complete the attached application and send to Marsh, USA at the address/contact information listed on the application.

- ❑ I **elect** to participate in BNSF's Blanket Policy;
- ❑ I **elect not** to participate in BNSF's Blanket Policy.

6. Other Requirements of all policies:

a. Where allowable by law, no exclusions for punitive damages may be included in any policy.

b. Only with respect to this Agreement, the O&M Agreement and any CMAs, City agrees to waive its right of recovery against BNSF for all claims and suits against BNSF. City further waives its right of recovery, and its insurers also waive their right of subrogation against BNSF for loss of its owned or leased property or property under City's care, custody or control. c. Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverages under the insurance requirements.

d. In the event the City elects to self-insure during the term of this Agreement, the City shall maintain the same coverage levels set forth in this Agreement. If the City elects to self-insure, the City shall notify BNSF pursuant to the notice term(s) of this Agreement. In the event the City elects to self-insure, the City shall remain liable for any and all BNSF liabilities that would otherwise be covered by City's insurance in accordance with the provisions of this Agreement.

e. Prior to commencing any services or other work under this Agreement, City shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

f. City shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, or substitution.

g. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

h. If the coverage provided by any of the insurance policies required by this Agreement is purchased on a "claims made" basis, City hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement.

i. City agrees to provide evidence to BNSF that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.

j. City represents that this Agreement has been thoroughly reviewed by City's insurance agent(s)/broker(s), and that City has instructed them to procure the insurance coverage required by this Agreement.

k. Not more frequently than once every five years, BNSF may request the City reasonably modify the Insurance Requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry; City shall not unreasonably deny such request.

l. If City will contract for any portion of the Project, City shall require that its contractor(s) comply with **Exhibit "C"** to each CMA and execute the agreement set forth on **Exhibit "C-1"** to such CMA with BNSF and provide the insurance and otherwise comply with the risk provisions therein.

m. If any insurance documentation provided by the City fails to meet the requirements of

this section, BNSF shall inform the City, specifically identifying any such failures, and may require an immediate cessation of work and thereafter shall provide the City a ten (10) day period to cure such failure, or such longer period as BNSF and City may agree to in writing. If the City fails to cure within such ten (10) day period or any such longer agreed-upon period, BNSF may terminate this Agreement. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of City's obligations hereunder.

n. The fact that City obtains insurance (including, without limitation, self-insurance) shall not release or diminish City's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of this Agreement. Damages recoverable by BNSF shall not be limited by the amount of the required insurance coverage.

o. In the event of a claim or lawsuit involving BNSF arising out of this Agreement, City will make the policy covering such claims or lawsuits available to BNSF.

p. If City maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

q. These insurance provisions are intended to be a separate and distinct obligation on the part of City. Therefore, these provisions shall be enforceable, and City shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the Services or other work is performed under this Agreement.

r. For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

8. After receiving written notice of a pending Claim from a BNSF Indemnified Party for which City is obligated to indemnify the BNSF Indemnified Parties, City shall adjust and settle the Claim, subject to BNSF's approval in its sole discretion. If City is unable to settle the Claim and the Claim results in litigation against the BNSF Indemnified Party(ies), the BNSF Indemnified Parties may forward the summons, complaint, and other process to City. After receiving the summons, complaint, and other process from the BNSF Indemnified Party, City shall appear on the BNSF Indemnified Party's(ies') behalf and defend, adjust, or settle such Claim, subject to BNSF's approval in its sole discretion.

9. If any indemnification provision in this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable. The parties acknowledge that the indemnification obligations and assumption of liabilities set forth in this section will survive any termination or expiration of this Agreement.

10. To the fullest extent allowed by applicable law, City shall also defend, indemnify and hold harmless BNSF Indemnified Parties from all Claims to the extent arising out of or resulting from a claim or allegation that any work or services provided by the City on the City-Led Phases infringes any intellectual property right of a third party, including any services performed under the Preliminary Engineering Agreements. If any such work or services, or any portion of the same, is found to be infringing or its use is enjoined, threatened to be enjoined or the subject of an infringement claim, City shall promptly, at its sole expense: (i) secure for BNSF the right to continue to use all portions of the work and services forming any part of the City-Led Phases, including, without limitation the Mitigations, or otherwise affecting BNSF property or service, to the full extent contemplated by this Agreement; or (ii) modify or replace any actually infringing portions of the

work or services to make all portions of the same non-infringing while providing fully equivalent features and functionality.

11. City shall ensure that all work and services for any City-Led Phases on or affecting BNSF property or on property to be conveyed to BNSF hereunder upon completion of any work, including all of the same performed pursuant to any easement granted by BNSF and all work related to the Mitigations, shall be performed in a safe, diligent, skillful, and workmanlike manner and in accordance with the highest generally accepted national practices and standards applicable to work and services of the types involved. City shall require that its contractor(s) use the equipment, technical competence, financial capacity, management skills, and qualified personnel necessary to comply with the duties, responsibilities, and obligations hereunder. City warrants that the work and services for any City-Led Phases and all Mitigations will comply with all Laws, written standards, review protocols, and BNSF written standards, specifications, requirements, policies and guidelines delivered to City.

City shall have a background investigation performed in accordance with the rail industry background screening criteria defined by the eRailSafe program (outlined at http://www.erailsafe.com) and all other applicable regulatory requirements on all of City employees, who: require access to BNSF property for performance of City's obligations under this Agreement, require access to BNSF critical infrastructure, BNSF critical information systems, BNSF employees, hazardous materials that are on BNSF property or are being transported by or otherwise in the custody of BNSF, or freight in transit involving BNSF for performance of City's obligations under this Agreement; or are required by BNSF to undergo a background investigation, as determined in BNSF's sole discretion.

City shall obtain written consent from all City employees screened in compliance with the eRailSafe program to participate in the program and to release completed background information to BNSF's designee. BNSF may audit City's records to ensure compliance.

City shall not permit any City employees to perform on City's behalf without first being approved under the standards set forth in the eRailSafe program. BNSF may deny entry onto its premises or access as described in this section to any City Persons (i) who do not visibly display at all times the authorized identification badge meeting the standards set forth in the eRailSafe program, or (ii) who in BNSF's reasonable opinion, may pose a threat to the safety or security of BNSF's operations, assets or personnel.

City shall ensure that City employees are United States citizens or are legally working in the United States under a lawful and appropriate work visa or other work authorization.

Before any City Person may enter BNSF property, City, at its own expense shall and shall require all its contractor(s) and City Persons to: (1) register with Browz at http://www.bnsfcontractor.com and (2) comply with the requirements set forth above in the sections addressing eRailSafe (3) register for and complete BNSF's Contractor Safety Orientation (the "Safety Orientation"), available at http://www.bnsfcontractor.com and: (a) obtain a copy of BNSF's Safety Rules; and (b) complete and electronically submit a Safety Action Plan, (4) provide BNSF's project manager with a hardcopy of the Safety Action Plan, (5) maintain a hardcopy of the completed Safety Action Plan with each of City's and its contractor(s) on-site work groups, and (6) ensure that each City Person possesses a card certifying completion of the Safety Orientation before entering BNSF property. City shall and shall require its contractor(s) to renew the Safety Orientation annually. The parties intend that City will have ultimate responsibility for supervision, safe work methods, and practices of City contractor(s), employees, subcontractors, agents and any other City Persons.

12. City warrants that all materials, supplies and equipment installed, used, or incorporated into the work and services for all City-Led Phases and all Mitigations will meet BNSF's specifications and will comply with all applicable Laws. Without relieving City of its obligation to provide BNSF with products and completed operations insurance coverage hereunder, City further warrants that such materials, supplies, equipment, services and construction work forming any part of the City-Led Phases, including, without limitation, the Mitigations, will be and remain free from defects in material and workmanship for the earlier of (i) two years from the date of BNSF's final acceptance of all Mitigations or (ii) one year after revenue service for freight of all tracks and related facilities provided in whole or in part by City. City shall, promptly and at City's expense, make any necessary repairs or corrections, or replacements of parts, to any of the materials, supplies, equipment, services or construction work forming any part of the City-Led Phases, including, without limitation the Mitigations, after receipt of BNSF's notice that such action is required for the City-Led Phases or any part thereof, including, without limitation, the Mitigations, to function as intended. The foregoing warranty and requirements is in addition to and not in derogation of City's responsibility for operation and maintenance of the Project as set forth in the Operation and Maintenance Agreement. 13. To the extent any chemical products are used for any City-Led Phases on BNSF property, or any property to be conveyed to BNSF pursuant to this Agreement, or are used in a manner that may otherwise result in exposure to BNSF and its employees, City will use and require use of or provide products on BNSF's approved product list (which shall be provided to the City and its contractors who have entered into agreements with BNSF no later than thirty (30) days after the Effective Date if to City and no later than thirty (30) days after execution of its agreement with BNSF if to a City contractor) or, for products not on the list, City will and will require its contractor(s) to work with BNSF to obtain approval through the BNSF Product Approval Assessment Process managed by the BNSF Industrial Hygiene Department, before such products are brought onto BNSF property. If requested by BNSF, City shall promptly provide safety information related to any products provided or utilized on or affecting BNSF property or property to be conveyed to BNSF pursuant to this Agreement during the performance of any work or services for any City-Led Phases, including, without limitation, the Mitigations. The following materials and substances are strictly prohibited from BNSF property or property to be conveyed to BNSF pursuant to this Agreement: chlorinated solvents, recalcitrant industrial-organic solvents as specifically identified by BNSF, Poison by Inhalation or Toxic by Inhalation (***"PIH, TIH"***) materials, anhydrous ammonia and any products that are known based on a review of applicable safety data sheets by any City Person to contain per-and polyfluoroalkyl substances (commonly referred to as ***"PFAS"***) (including perfluorooctane sulfonate (***"PFOS"***) and perfluorooctanioic acid ***("PFOA"***)).

If any City Person discovers the release of any hazardous material, hazardous waste, hazardous substance, oil, petroleum product, or other deleterious material ("***Hazardous Material***"), including but not limited to any non-containerized commodity or material, on or adjacent to BNSF's property, property to be conveyed to BNSF hereunder, or the Mitigations, or in or near any surface water, swamp, wetlands, or waterway, on or adjacent to BNSF's property while performing work, services or Mitigations, City shall immediately: (a) notify BNSF of such discovery by calling BNSF's Resource Operations Center at (800) 832-5452; (b) take safeguards necessary to protect all City Persons, BNSF Indemnified Parties, and third parties; and (c) exercise due care with respect to the release, including taking all appropriate measures under the circumstances to minimize the impact to BNSF property, facilities or operations of such release. If stained soil, odors, or environmentally impacted material is found during any work, activities must stop until the BNSF Manager Environmental Remediation ("***MER"***) has approved continuation of activities. City shall have appropriate equipment and training to minimize and/or respond to spills and releases. Except as set forth in this paragraph, and notwithstanding anything to the contrary herein, the City shall have no liability or responsibility for any Hazardous materials existing on property owned or controlled by

BNSF (***"Pre-Existing Condition"***). To be clear, if the City discovers any Pre-Existing Condition or contamination, it shall immediately inform BNSF as specified above, shall take safeguards necessary to protect all City Persons, BNSF Indemnified Parties and third parties, and shall exercise due care with respect to the release, including taking all appropriate measures under the circumstances to minimize the impact to BNSF property, facilities or operations of such release, and so long as City complies with the foregoing, the City shall have no liability or responsibility to further investigate or remediate any such Pre-Existing Contamination.

All products, materials, and wastes discovered, used or generated for any City-Led Phases shall be appropriately stored, staged, and managed using best management practices so as not to impact the surrounding areas, nearby waterways, or wetlands, and shall not be placed in ditches, areas susceptible to flooding or accumulation of water, or near stormwater drains or outfalls. City shall not treat, dispose, release, or exacerbate a release of any Hazardous Materials on BNSF property, property to be conveyed to BNSF hereunder, the Mitigations or adjacent property. All waste materials discovered or generated by City Persons while performing work, services or the Mitigations, including but not limited to any excavated soils, impacted soils, piping, asphalt, concrete, sludge, and electronic waste, shall be properly characterized, staged, handled, managed, stored, transported, and removed or disposed of in compliance with all Laws by City and in coordination with BNSF's Manager of Environmental Operations ("***MEO"***) or BNSF's MER; provided, however, in the event City or any City Persons discover soil impacted with Hazardous Materials (which City or City Persons have not generated), the City's obligations with respect to such impacted soils is limited to excavation and proper disposal of such impacted soils in the immediate area of or abutting or connected to the discovered impacted soils and the City shall not be required to conduct any sampling or other investigation to further delineate the extent of impacts to areas not abutting or connected to the discovered impacted soils; and further provided, the City shall have no liability or responsibility with respect to discovery of any impacted groundwater except if the City or City Persons is or are responsible for a release of Hazardous Materials to the groundwater. . In connection with any City-Led Phases, City shall manage, in coordination with BNSF's MEO, any treated wood encountered or involved in the work, services or Mitigations on property owned or controlled by BNSF. City is responsible to know the permitted and/or approved boundaries of work, services and Mitigations. Performing activities outside those boundaries by any City Person is prohibited. Containers must remain closed (except when removing or adding material) and be labeled with the contents and any legally-required hazard communication information. External dumpsters must be covered, except when adding waste. Appropriate and approved dust control practices shall be used to minimize blowing soil or dust. City shall not wash parts, equipment, or vehicles within BNSF property, property to be conveyed to BNSF pursuant to this Agreement or the Mitigations.

To the extent waste, including but not limited to any excavated soils, impacted soils, piping, asphalt, concrete, sludge, and electronic waste, or Hazardous Materials are generated by City or City Persons as part of its work or services, final disposition and site selection shall be at BNSF's sole discretion, unless otherwise approved by BNSF in writing. Neither City nor its contractor(s) may execute any documents relating to the recycling or disposal of any waste or Hazardous Materials on behalf of BNSF without prior written authorization from BNSF's General Director Environmental, or his duly authorized representative.

For any importation of off-site soil or aggregate materials by any City Person under this Agreement onto BNSF property or property to be conveyed to BNSF hereunder, City shall require such City Persons source the materials from a BNSF-approved supplier under contract or provide a certification of clean material.

No parts, vehicle, or equipment washing is allowed on the BNSF property, property to be conveyed to BNSF hereunder or the Mitigations.

Prior to any City Person commencing any demolition or renovation activities, including but not limited to removal of any load-bearing member, City shall (i) confirm that an asbestos evaluation has been completed, by a properly licensed individual, for the building, bridge, and/or any structures or components to be disturbed; (ii) contact the BNSF MEO if no asbestos evaluation has been performed and refrain from any work until one is completed; (iii) confirm with the BNSF MEO that asbestos abatement or removal was completed if any asbestos, asbestos containing material ***("ACM")***, or presumed ACM (***"PACM"***) was identified in the evaluation and may be disturbed during City-Led Phases activities; (iv) ensure all applicable pre-work notifications have been filed with the appropriate governmental agency within regulatory timeframes; and (v) ensure appropriately-licensed personnel are onsite for the work, services and Mitigations. For all demolitions for any City-Led Phases, regardless of the presence of asbestos, City is responsible for ensuring the National Emission Standards for Hazardous Air Pollutants (***"NESHAP"***) 10-working day notice has been timely filed.

If any City Persons will perform any sampling, abatement, removal, or disturbance of asbestos, ACM, or PACM as part of the work, services or Mitigations, such work shall be conducted by appropriately licensed personnel or contractors certified in the state where the work, services and Mitigations will occur. City shall not otherwise sample, remove, abate, disturb, or cause to be disturbed, any asbestos, ACM, or PACM. If during the work on any City-Led Phases on or adjacent to BNSF property, property to be conveyed to BNSF pursuant to this Agreement or the Mitigations, asbestos or ACM is discovered, detected, or suspected, all such demolition or renovation work must cease and the BNSF MEO shall be notified immediately.

SUBJECT TO THE CONDITIONS AND LIMITATIONS IN THIS SECTION 13, IN ADDITION TO THE RELEASE OF LIABILITY AND INDEMNITY PROVISIONS OF THIS AGREEMENT, IF ANY CITY EMPLOYEE, OR INVITEE FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS SECTION 13, TO THE EXTENT ALLOWED BY LAW, CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BNSF AND THE BNSF INDEMNIFIED PARTIES FROM ANY AND ALL FINES, PENALTIES, AND CLAIMS, INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY CLAIMS, ENFORCEMENT OR RELATED PROCEEDINGS, AND CITY SHALL BE RESPONSIBLE AT ITS SOLE COST AND EXPENSE FOR INSPECTION, REMEDIATION, AND ABATEMENT OF THE DISTURBED AREA AND INTERRUPTION OF USE OR SERVICE OF THE AFFECTED AREA EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BNSF. 14. City shall deliver the City-Led Phases, work, services and Mitigations to BNSF free from all claims and liens. City shall ensure that its contractor(s)s and other persons who furnish labor, services, or materials in connection with the City-Led Phases work, services or Mitigations are paid promptly and must obtain conditional lien waivers at each payment and a final lien waiver upon completion of all work, services and Mitigations. Should any lien be filed against any BNSF property related to any activities by or for City hereunder, or related to any taxes that are the responsibility of City, City must promptly pay and discharge the same. If City fails to do so in a timely manner, BNSF may pay and discharge any such lien or claim and City must promptly reimburse BNSF its costs associated with doing so, even if there is a dispute between City and its contractor(s) or person asserting the claim or lien. To the fullest extent allowed under applicable law, City shall indemnify and defend BNSF against any loss or damage BNSF may suffer or become liable for in connection with any claim or lien for any City-Led Phases.

15. BNSF shall have the right to inspect all Mitigations in progress at any time upon reasonable advance notice to City and its contractor(s). With respect to any City-Led Phases, upon receiving written notice from BNSF, City shall remove any services, work or materials found unacceptable by

BNSF in its sole discretion, and promptly rebuild or replace the same to BNSF's satisfaction in its sole discretion at no cost to BNSF. Any failure of BNSF to disapprove or reject any City-Led Phase services, work, materials or Mitigations will not constitute an acceptance of such services, work, materials or Mitigations. BNSF may require any defective work or material on a City-Led Phase or a Mitigation to be taken out and rebuilt or replaced at the expense of City at any time within two years from the earlier of (i) the date of final acceptance of all the Mitigations by BNSF or (ii) the date of full entry into revenue service for freight of all tracks and related facilities provided in whole or in part by City. This right will not waive any other rights at law or in equity BNSF has with respect to any defective or substandard materials or workmanship.

16. As relates only to any action or inaction by City or its invitees and regarding any City-Led Phase, City shall ensure BNSF's ability to perform continuous, unimpaired bi-directional operation on its Seligman Subdivision between MP 342 and MP 345 during all phases of the development and construction of the City-Led Phase. In addition to bonds required herein, various insurance and credit enhancement products may be specified in any individual CMA to support these obligations. Any determination of interruption or impairment will be made by BNSF in its sole and absolute discretion. Should BNSF's continuous, unimpaired, bi-directional train operation be impaired by activities or omissions of the City, or its invitees or should BNSF suffer any claim, loss or liability related to such activities or omissions (collectively "Operational Delays"), then to the extent any Operational Delays are caused by acts or omissions of the City or its invitees, and only to the extent allowed by law, the City will be liable to BNSF for all train and freight or passenger delay damages, fines, penalties, losses, damages, lost profits of BNSF, costs incurred by BNSF to reroute trains, claims (formal or informal), actions, suits, demands, costs, liabilities, injuries, charges, cleanups, removals or remediations of materials, judgments, fines, fees (including, without limitation, reasonable attorneys' fees) and expenses of every character (including, without limitation, amounts paid under any state or federal workers compensation law, and costs of investigation, defense expenses at arbitration, trial or appeal and without institution of arbitration or suit, and, with respect to damage or destruction of property, cleanup, repair and replacement expenses) of any nature arising from, in connection with or incidental or related to among other things, loss or destruction of or damage to property (including real property and improvements thereon, and personal property, including injury or death to animals, and including property of the parties and of third parties) and injury to and death of persons (including officers, directors, agents, employees, contractors, invitees, licensees, customers, passengers or patrons of any of the parties or third parties.

In addition to its right to receive damages as described above, BNSF may, in cases of train delay or operational impairment, upon _____ (__) days' notice to City, enter upon any Project area of any City-Led Phases, or other property of the City where any City-Led Phases are being conducted, to complete or correct any element of any City-Led Phases (including, without limitation, any Mitigation) or other item related to any element of City-Led Phases that is not being completed in accordance with the plans and specifications approved by BNSF pursuant to the Preliminary Engineering Agreements or the milestones set forth in the Schedule or in the manner as otherwise required hereunder and which is causing or contributing to train or operational disruption, impairment or delays. Should BNSF exercise this right to enter and complete any work on any City-Led Phases, BNSF shall invoice the City the actual costs of the same, and City shall promptly reimburse BNSF all costs incurred, or labor and overhead rates assessed (if work is performed with BNSF's own forces).

17. BNSF shall retain exclusive authority to manage, direct, and control all activity related to passenger or freight rail service, including, without limitation, the operations of all trains and rail equipment, the movement and speed of the same, and the right to expand capacity within any BNSF right of way. City agrees that it will have no right to enter, use or possess any portion of any property

of BNSF or to construct, maintain or operate any improvements, facilities or structures except to the extent provided for in the Easements, any CMA or the O&M Agreement. City acknowledges that the Corps' contractor(s) will have no right to enter, use or possess any portion of any property of BNSF or to construct, maintain or operate any improvements, facilities or structures except to the extent provided for in the MOU, Easements and the General Licenses.

18. The parties acknowledge that various permits at the local, state and federal levels will be required for the Project. City shall prepare first drafts of the applications and all supporting materials for all such permits, and shall be responsible for obtaining the same in a timely manner to comply with the Schedule. BNSF will have the right to review and consent to, in its sole discretion, all designs and other materials contained in all such permit applications that relate to or could in any way affect BNSF or its operations or property, as determined by BNSF in its sole discretion, before any applications are submitted, including without limitation any operations and maintenance plans related to flood control. To facilitate the foregoing, the parties will include a permitting schedule as part of the Schedule, setting forth the deadlines by when City must submit all such permits and materials to BNSF for its review and approvals, as well as the timeframes by which BNSF must respond with its approvals or required changes. BNSF's written approval(s) of all such permits or materials, in its sole discretion, must be obtained by City before any work on the relevant phase or segment of the Project can commence. City shall thereafter update and maintain all applicable permits, as required by Law and shall be responsible for all future obligations, including maintenance, and any expenses thereto related to any permits, the Project, or Mitigations. In no event shall BNSF be responsible for compliance with or obligations under any permits.

19. A material default hereunder, under the O&M Agreement, an Easement or any CMA (as determined by BNSF in its sole discretion) will constitute a default hereunder and under all CMAs, the Easements and the O&M Agreement, with BNSF entitled, among all other remedies available under this Agreement, the Easements and the O&M Agreement or at law or in equity, (i) to enforce specific performance of any unfulfilled obligation; (ii) to stop the performance of work on any or all City-Led Phases of the Project as BNSF may elect, in its sole discretion, whether such work is being performed by the City or its contractor(s), and/or (iii) to enter and perform any work including, without limitation, any maintenance, repair or corrective work, to have been performed by the City or its contractor(s) and invoice the relevant party as described in herein, in the CMA or the O&M Agreement; provided, however, BNSF shall not be entitled to invoice the City for the same work under each of this Agreement, the O&M Agreement, an Easement or any CMA, rather BNSF is entitled to a single reimbursement for each default not multiple recoveries for a single default. Further, should BNSF elect (i) enforce specific performance; (ii) to stop work on any City-Led Phase of the Project pursuant to this Agreement, or any CMA, or (iii) to enter to perform any work, including, without limitation, any maintenance, repair or corrective work, on any element of any segment of the Project, then BNSF shall have the right to stop work on all or any other City-Led Phases of the Project as BNSF may elect, in its sole discretion. BNSF may also terminate any Easement for such a default as described in this section if City or City Persons either (x) fail or refuse properly to complete the remedy or cure for such breach within thirty (30) days of notice of the same from BNSF or thirty (30) days after the date the action, inaction, event or condition constituting such breach first comes to the attention of City or any City Person, whichever is earlier (provided, however, that the Parties may agree, each in their sole discretion, to allow a longer period for completion of such remedy or cure); or (xx) fails to fully reimburse BNSF all costs and expenses associated with BNSF's curing or remedying such breach or having the same cured or remedied within thirty (30) days of receipt of an invoice from BNSF for the same; provided,

however, that in all instances and notwithstanding any of the foregoing, BNSF's right to perform at City's sole cost and expense any work of an emergency nature related to the immediate restoration or protection and safety of: railroad operations, activities and property; other persons and property; or as needed to avoid or remove any interference with the activities or property of BNSF, or anyone or anything present on the rail corridor or property with the authority or permission of BNSF shall be governed by the terms of the CMAs and the O&M Agreement and this Section 19 shall not alter those rights.

20. City timely and properly shall maintain and repair in perpetuity all segments of the Project as necessary or appropriate to ensure compliance with the approved plans and specifications and the proper function of each such segment beginning as soon as its contractor(s) or the Corps' contractor(s), as applicable to a given segment, leave the work sites, all as further described in the CMAs and the O&M Agreement. Provisions binding the City to such maintenance and repair will be included in all easements and conveyances granted for each segment of the Project. All such operation and maintenance work shall be subject to all provisions of this Agreement, the CMAs and the O&M Agreement otherwise governing (i) the City Led Phases; (i) all City Persons' activities; and (iii) the Project.

21. As part of the Project, BNSF will be required to relocate from certain real property, as further depicted on **Exhibit "D"** attached hereto and incorporated herein (the ***"Downtown Property"***). The City and BNSF agree that this relocation and the acquisition under threat of eminent domain by the City is to be subject to a separate Relocation Agreement between them in the form attached hereto as **Exhibit "E"** and incorporated herein. City will not be allowed to commence any work on any portion of the City-Led Phases, nor will the Corps' contractor(s) with respect to the Corps-Led Phases until the conveyance of the Downtown Property is complete and closed and the full payment of the award in lieu of eminent domain acquisition is received by BNSF.

22. As part of the Project, the City will acquire any real property necessary for the construction of a passenger service platform satisfactory to BNSF and the National Rail Passenger Corporation, in each such party's reasonable discretion, at the location generally described on **Exhibit "A,"** and the parcel of property depicted on **Exhibit "A" as (purple parcel).** Upon completion of the construction of such passenger service platform, and inspection and acceptance of the same by BNSF, the City promptly shall convey the acquired property and the platform to BNSF pursuant to an instrument of conveyance as described in the Purchase and Sale Agreement for such parcel.

23. BNSF shall furnish City a listing of all licensees, easements holders, lessees and other known users which, to the best actual knowledge of BNSF's Director, Corporate Real Estate, occupy any BNSF property that will be affected by the Project. BNSF's furnishing of any such information is without warranty of any kind, as to accuracy or completeness, all of which are hereby and will be disclaimed, regardless of how arising, including, without limitation, by operation of law. City and its contractor(s) will be required to field verify all such locations and installations prior to commencing or allowing the Corps or its contractor(s) to commence any work on any portion of the Project. . City shall be solely responsible for any needed relocations of all license holders, easement holders, lessees or other users, provided, however,

that BNSF shall perform the relocation of its own fiber optic lines at City's expense. Should City desire to relocate any such parties onto other BNSF property, BNSF shall have the right to approve, in advance in writing, the location and characteristics of any such relocation, in its sole discretion. Among other things, any utility relocation onto any property of BNSF must comply with BNSF's then-current Utility Accommodations Policy and be the subject of a license agreement on BNSF's then-current standard from entered into by the relocated party.

24. The City is not relying on any agreement or statement of BNSF not expressly contained within this Agreement. City has determined on its own, and has secured assurances from the Corps that it has determined on its own, to proceed in pursuing the Project in any manner either such party chooses to do, without reliance on BNSF cooperation, statements, materials, or representations other than as is expressed in this Agreement. Whenever BNSF is entitled hereunder to approve or otherwise pass upon or make determination on a matter, such review, approval, disapproval or determination is to be made in BNSF's sole discretion.

25. The parties shall conduct monthly coordinating meetings during the duration of the Project construction. As part of such meetings, any issues of which it is aware or reasonably should be aware that could lead to a claim being made by any party against BNSF must be raised and, if related to the conduct of the City or any of its invitees, addressed by City. City shall also notify BNSF as soon as it has notice but in any event agrees that it shall notify BNSF at least ___ (_) days prior to any bonds required hereunder or under a CMA for any City-Led Phases or the O&M Agreement being terminated.

26. In consideration of the full and proper performance of all obligations imposed upon it by this Agreement and all CMAs, and of the Corps' contractor's full and proper performance of its work pursuant to the General License Agreement, should it commence any such work, BNSF shall reduce the amounts the City owes to BNSF pursuant to Subsection 5(i) above by the amount of Eleven Million Five Hundred Thousand Dollars ($11,500,000).

27. Should City need to enter BNSF property once the Corps' contractor is no longer on site, but before the Project is completed and accepted by the City and BNSF, then either the City must itself comply with **Exhibit C** and **Exhibit C-1** in the form attached to the CMAs for any such entry onto a Corps-Led Phase, or, should the City desire to have a contactor make such entry, the City must comply with **Exhibit C** in the form attached to the CMAs and such contractor must execute **Exhibit C-1** in the form attached to the CMAs with BNSF.

28. City acknowledges that the Corps may periodically enter upon the Easement for purposes of inspecting the Corps-Led Phases of the Project after construction is complete and agrees that all such entries shall be made as invitees of a City contractor under its General License or, if the City does not have a contractor, the City hereunder and/or under the O&M Agreement, which will require among other things, that City provide flagging protection for all such entries at City's expense.

29. Any and all cuts and fills, excavations or embankments necessary in the construction of any City-Led Phases or the maintenance or future alteration of any Phase of the Project shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of BNSF; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage (existing prior to the making of such fill or

embankment) from such lands and premises of BNSF, City shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage and as approved by BNSF in its discretion after review of proposed plans and specifications, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of BNSF or the City as approved or required by BNSF in its discretion after review of proposed plans and specifications, such extensions to be of adequate sectional dimensions to preserve the then-present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing or existing upon completion and final acceptance of the Project. In the event any construction, repair, maintenance, work or other use of property by the City described above will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), City will be responsible at City's sole risk to locate and make any adjustments necessary to such Other Improvements. City must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. City must mark all Other Improvements on the plans and specifications and mark such Other Improvements in the field in order to verify their locations. City must also use all reasonable methods when working on or near BNSF's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. During such work, the City agrees to keep the BNSF property free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with City and local laws and regulations and abate any and all hazard of fire.

30. If at any time during the term of the Easement, BNSF desires the use of its rail corridor in such a manner as would, in BNSF's reasonable opinion, be interfered with by any of the improvements forming part of the City-Led Phases of the Project, City and BNSF shall, within thirty (30) days after written notice from BNSF, meet to determine what changes in such improvements forming part of the City-Led Phases might be achievable to avoid interference with the proposed use of BNSF's rail corridor, including, without limitation, the relocation of any portion of such City-Led Phases or the construction of a new improvement to replace the old portion of such City-Led Phases. If at any time during the term of the Easement following completion and acceptance by the City of the Corps-Led Phases of the Project, BNSF desires the use of its rail corridor in such a manner as would, in BNSF's reasonable opinion, be interfered with by any of the improvements forming part of the Corps-Led Phases of the Project, City and BNSF shall, within thirty (30) days after written notice from BNSF, meet to determine what changes in such improvements forming part of the Corps-Led Phases might be achievable to avoid interference with the proposed use of BNSF's rail corridor, including, without limitation, the relocation of any portion of such Corps-Led Phases or the construction of a new improvement to replace the old portion of such Corps-Led Phases. Should a new applicable law, statute, regulation, ordinance, order, covenant, restriction or decision of a court of competent jurisdiction (each, a **"Legal Requirement"**) be adopted, enacted or applied, or a new operational requirement be required or desirable to comply with any such newly enacted, adopted or applied Legal Requirement, BNSF may require modifications or relocations of parts of the City-Led Phases or the Corps-Led Phases for which City has the maintenance obligation as may be needed to permit or support BNSF's compliance with the same. In such event BNSF and City shall promptly meet and confer regarding compliance with such Legal Requirement, and BNSF may perform any such modification or relocation at City's expense and shall promptly invoice City for all costs thereof. City shall remit payment to BNSF for invoiced costs promptly. City acknowledges that BNSF has reserved certain additional rights in the Easement.

31. If all or any portion of the Corps-Led Phases of the Project is de-commissioned, is no longer authorized or is no longer functioning in that its carrying capacity is not sufficient to prevent a risk

of scouring to BNSF's property or facilities or its strength is not sufficient to bear the weight of BNSFs operations thereon, or if the Corps consents to the removal or de-commissioning of the same, the Parties along with the Corps will meet and confer about how to stabilize or remove any portions remaining on BNSF Property, which will be done at the City's expense to BNSF's satisfaction. Following any such stabilization, BNSF may elect to have the Easement related to such portion of the Corps-Led Phases of the Project revert to BNSF, and title to any remaining improvements conveyed to BNSF, or may elect that the City must continue to operate and maintain or restore or replace any remaining improvements pursuant to the O&M Agreement. Should BNSF elect to have all or any portions of the Corps-Led Phases of the Project removed in such circumstances, the removal will be accomplished by the City at its expense and in accordance with the Easement and the O&M Agreement. Following such removal, the portion of the Easement on which no portions of the Corps-Led Phases of the Project remain shall revert to BNSF.

32. Should BNSF exercise its right to suspend or terminate the work under any of the CMAs issued hereunder, BNSF will notify the City as soon as reasonably practical. The Parties will within thirty (30) days meet and confer. The City shall require its contractor(s) involved in any such suspension or termination promptly to comply with BNSF's requests, including, without limitation, by producing root cause analyses related to any occurrence or condition, reviewing safety plans, amending safety plans, providing correction plans and timelines, and conducting after-action reviews. BNSF shall have the right, but not the obligation, in its sole discretion, to take no exception to the results of all requested productions and actions by the City contractor(s). Until BNSF has issued its notice of No Exception, the City's contractor(s) will not be allowed to return to the BNSF Property. Such notice by BNSF is not and shall not be deemed an approval or endorsement of any of the contents or plans so produced but is only reflective of BNSF's consent to allow access to the BNSF Property to resume. The City contractor and the City will remain entirely and solely responsible for the appropriateness of any such contents or plans. If BNSF has terminated access by any City contractor, BNSF may determine, in its sole discretion whether to issue a new Agreement Between BNSF Railway and the Contractor (**Exhibit C-1** to the CMAs) to the affected City contractor following such meet and confer and correction process.

If BNSF terminates a City contractor and does not agree, in its sole discretion following the meet and confer process described above, to issue another Agreement Between BNSF and the Contractor (**Exhibit C-1** to the CMAs) to the same City contractor, City shall promptly secure another contractor to complete the City-Led Phases of the Project and shall require that such new contractor enter into a new Agreement Between BNSF Railway and the Contractor (**Exhibit C-1** to the CMAs) with BNSF. Should City fail to or delay beyond ____ to obtain a new contractor and have the new Agreement Between BNSF and the Contractor (**Exhibit C-1** to the CMAs) executed, BNSF may at its election in its sole discretion complete or secure the un-completed portions of the City-Led Phases of the Project and charge all costs and expenses of performing the same to the City. The City shall reimburse BNSF all such costs and expenses within thirty (30) days of receiving an invoice for the same.

33. **List of Exhibits**

Exhibit "A" Project Description, by Segment
Exhibit "A-1" Mitigations
Exhibit "B" Project Schedule, by Segment and Phase
Exhibit "C" Forms of CMA(s), Easements to City, O &M Agreement, Lone Tree Overpass CMA, Downtown Mile

Exhibit “D” Depiction of the Downtown Property
Exhibit “E” Relocation Agreement
Exhibit "F” Form of Conveyance to BNSF

City of Flagstaff, a _____ of the State of Arizona

By:_____

Printed Name: _____

Title: _____

BNSF Railway Company, a Delaware corporation

By: _____

Printed Name: _____

Title: _____

OVERPASS AGREEMENT

BNSF File No.: BF-20627137
Mile Post 343-344.2
Line Segment 7200
U.S. DOT Number 980614N
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of [_____,____] **("Effective Date")**, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation **("BNSF")** and the **CITY OF FLAGSTAFF**, a political subdivision of the State of Arizona **("City")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona; and

WHEREAS, the City and BNSF are parties to that certain Coordination and Reimbursement Agreement dated as of _____ (the **"CRA"**) pursuant to which the parties have agreed to terms and conditions to govern the several flood control and other projects that will be completed as described in the CRA, referred to collectively in the CRA as the **"Project;"**

WHEREAS, one of the elements of the Project requested by the City to _____(Insert purpose and description of work here) as (described or depicted or both) indicated on **Exhibit A,** attached hereto and incorporated herein (the "**Lone Tree Overpass Segment**").

WHEREAS, City desires to construct a new crossing at separated grades to be known as the Lone Tree Road Overpass, D.O.T. No. 980614N.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I INCORPORATION

The Recitals are incorporated into this Agreement as operative provisions. This Agreement is entered into pursuant and subject to all terms of the CRA. All terms and conditions of the CRA are incorporated into this Agreement and govern all activities related to the Lone Tree Overpass Segment as described herein.

ARTICLE II SCOPE OF WORK

1) The Lone Tree Overpass Segment includes, without limitation, _____(Insert any further description of scope needed)_____ any and all work related to the construction of the proposed [New Road Name] Overpass (hereinafter referred to as the **"Structure"**), more particularly described on the **Exhibit A**, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. During construction of the Structure, rail traffic will be temporarily relocated on a shoofly in the existing Right of Way. Additionally, temporary controls during construction must comply with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("**MUTCD**"), U.S. Department of Transportation.

City must also install and maintain fencing which will direct pedestrians around the construction site.

ARTICLE III BNSF OBLIGATIONS

1) Upon City's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars ($2,500), together with the Temporary Construction License Fee in the sum of $[_____] and No/100 Dollars ($_____), BNSF hereby grants to City, upon and subject to the terms and conditions set forth in this Agreement and the CRA, a temporary non-exclusive license (hereinafter called, "**Temporary Construction License**") to construct the Structure across or upon the portion of BNSF's right-of-way described further on **Exhibit A-1**, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the City's use of the Structure;

C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the City's use of the Structure; and

D. Require the City or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

Unless agreed by the Parties in advance of its expiration in writing to extend the term, the term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) completion of the Structure, or (ii) 24 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to City in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by City for any other purpose. City acknowledges and agrees that City shall not have the right to use the Temporary Construction License for any other purpose than construction. In the event City is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to City for any damages, losses or any expenses of any nature whatsoever. Subsequent to the date of this Agreement, BNSF shall not grant rights to any others that would impair or interfere with the rights granted to City herein.

Upon City's payment to BNSF of the additional sum of $[_____] and No/100 Dollars ($_____), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article IV, Section 16 of this Agreement, and provided further that City is in compliance with the term and conditions of this Agreement and the CRA, BNSF will grant to City, its successors and assigns, an easement (hereinafter called, the "**Easement**") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of **Exhibit B** attached to this Agreement. If City fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Lone Tree Overpass Segment, such railroad work and the estimated cost thereof being as shown on **Exhibit D** attached hereto and made a part hereof. In the event construction on the Lone Tree Overpass Segment has not commenced within six (6) months following the Effective Date due to acts or omissions of the City and not BNSF, BNSF may, in

its sole and absolute discretion, revise the cost estimates set forth in said **Exhibit D**. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on **Exhibit D** not specifically mentioned therein may be included as a part of this Agreement upon written approval of City, which approval will not be unreasonably withheld. Construction of the Lone Tree Overpass Segment must include the following railroad work by BNSF:

A. Procurement of materials, equipment and supplies necessary for the railroad work;

B. Preliminary engineering, design, and contract preparation;

C. Furnishing of flagging services during construction of the Lone Tree Overpass Segment of the Project as required and set forth in further detail on **Exhibit C;**

D. Furnishing engineering and inspection as required in connection with the construction of the Lone Tree Overpass Segment;

E. Providing a contract project coordinator, at City's expense, to serve as a project manager for the Lone Tree Overpass Segment;

F. If required, construction of a temporary pedestrian at-grade crossing and installation of automatic warning devices, at City's expense.

3) BNSF will do all railroad work set forth in Article III, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4) City agrees additionally to reimburse BNSF for work of an emergency nature caused by or related to City or City's contractor in connection with the Lone Tree Overpass Segment of the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of City and City agrees to fully reimburse BNSF for all such emergency work.

5) BNSF may charge City for insurance expenses, including self-insurance expenses, but only to the extent such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Lone Tree Overpass Segment of the Project. Such charges will be considered part of the actual cost of the Project.

6) During the construction of the Lone Tree Overpass Segment of the Project, BNSF will send City progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. City must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Lone Tree Overpass Segment of the Project, BNSF will send City a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article V, Section 7 herein, City must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to City under this section.

ARTICLE IV CITY OBLIGATIONS

1) City must furnish to BNSF plans and specifications for the Lone Tree Overpass Segment of the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give City final written approval of the plans and specifications substantially in the form of **Exhibit E,** attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2) City must make any required application and obtain all required permits and approvals for the construction of the Lone Tree Overpass Segment and the Project.

3) City must provide for and maintain minimum vertical and horizontal clearances, as required in **Exhibit C** and as approved by BNSF as part of the plans and specifications for the Lone Tree Overpass Segment of the Project.

4) City must acquire all rights of way necessary for the construction of the Lone Tree Overpass Segment of the Project.

5) City must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Lone Tree Overpass Segment of the Project.

6) City must construct the Lone Tree Overpass Segment of the Project as shown on the attached **Exhibit A** and do all work provided for in the plans and specifications for the Lone Tree Overpass Segment of the Project("**City's Work**"), except railroad work that will be performed by BNSF hereunder. City must furnish all labor, materials, tools and equipment for the performance of City's Work. The principal elements of City's Work are as follows:

A. Construction of the Structure;

B. All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

C. Provide suitable drainage, both temporary and permanent;

D. Installation of a gate in the fence along the [_____] boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;

E. Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along [_____] Avenue between the tracks and the traveled roadways;

F. Construction and removal of a temporary pedestrian roadway detour crossing of the tracks, including chain link fence;

G. Provide appropriate pedestrian control during construction;

H. Design and construction of a permanent paved roadway across the Structure along the [_____] track to be used for access to BNSF property located [_____] of [_____];

I. Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;

J. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils as set forth in the CRA, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

K. [_____] **[add additional items as necessary]**

7) City must apply and maintain said D.O.T. Crossing number TBD, and the Arizona Corporation Commission Crossing number [_____] in a conspicuous location on the Structure.

8) City's Work must be performed by City or City's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9) For any City Work or future inspection or maintenance, either routine or otherwise, performed by contractors or subcontractors on behalf of the City, City shall require the contractors and subcontractors to comply with the provisions of the attached **Exhibit C** and execute the agreement attached hereto as **Exhibit C-1**. Prior to performing any future maintenance with its own personnel, City shall: comply with all terms of the CRA; comply with all of BNSF's applicable safety rules and regulations; require any City employee performing maintenance to complete the safety training program at the BNSF's Internet Website " www.BNSFContractor.com "; notify BNSF when, pursuant to the requirements of **Exhibit C**, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10) City must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of **Exhibit C** attached hereto. Additionally, City must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11) City or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by City's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on **Exhibit F** and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, City must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in **Exhibit G**, with applicable calculations to BNSF's Manager of Public Projects.

12) City must include the following provisions in any contract with its provider(s) performing work on said Project:

A. The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "**Lines**") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

B. The City and its Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The City and its Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

C. Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the City or BNSF until these items are completed.

D. In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENCE OF BNSF.**

13) City must require compliance with the obligations set forth in this Agreement, including **Exhibit C** and **Exhibit C-1**, and incorporate in each prime contract for construction of the Lone Tree

Overpass Segment of the Project, or the specifications therefor (i) the provisions set forth in Article IV and V; and (ii) the provisions set forth in **Exhibit C**, **Exhibit C-1**, and **Exhibit F** attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by City for the Lone Tree Overpass Segment of the Project will be pursuant to a contract or contracts to be let by City, and all such contracts must include the following:

A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of **Exhibit C-1**, and (ii) delivered to and secured BNSF's approval of the required insurance; and

D. To facilitate scheduling for the Project, City shall have its contractor give BNSF's representative [BNSF Engineering Contact] ____ weeks advance notice of the proposed times and dates for work windows. BNSF and City's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

E. The plans and specifications for the Lone Tree Overpass Segment of the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on **Exhibit F**, attached to this Agreement and incorporated herein.

15) City must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Lone Tree Overpass Segment of the Project within thirty (30) days after such completion date. Additionally, City must notify BNSF's Manager of Public Projects, in writing, of the date on which City and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Lone Tree Overpass Segment of the Project.

16) City must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from City.

ARTICLE V JOINT OBLIGATIONS

1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the [BNSF Engineering Contact].

2) The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on **Exhibit F** and the detailed plans and specifications approved by BNSF.

3) City must require its contractor(s) to reasonably adhere to the Project's and the Lone Tree Overpass Segment's construction schedule for all Lone Tree Overpass Segment of the Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work or the City's failure to complete the City's Work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF or the City, respectively, and will not subject BNSF or the City, respectively, to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) City (or any of its contractors) performs the Lone Tree Overpass work in a manner contrary to the plans and specifications approved by BNSF; (ii) City (or any of its contractors), in BNSF's opinion, prosecutes the Lone Tree Overpass work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached **Exhibit C-1** is canceled during the course of the Project; or (iv) City fails to pay BNSF for the Temporary Construction License or the

Easement pursuant to Article III, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by City or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, (iii) the Easement, or (iv) the CRA, BNSF may immediately terminate the Temporary Construction License. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

_____
_____
_____

5) City must supervise and inspect the operations of all City contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and the CRA and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by City personnel at any time during construction of the Lone Tree Overpass Segment of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until City corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

6) Pursuant to this Section 6 and Article III, Section 6 herein, City must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

7) All expenses detailed in statements sent to City pursuant to Article III, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article III, Section 2 herein are part of the costs of the Lone Tree Overpass Segment and the Project even though such work may have preceded the date of this Agreement.

8) The parties mutually agree that neither construction activities for or related to the Structure, nor future maintenance of the Structure once completed, will be permitted during the fourth

quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

9) Subject to the restrictions imposed by Article V, Section 8 above, the construction of the Lone Tree Overpass Segment of the Project will not commence until City gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. TBD and must state the time that construction activities will begin.

10) In addition to the terms and conditions set forth elsewhere in this Agreement and in the CRA, including, but not limited to, the terms and conditions stated in **Exhibit F**, BNSF and City agree to the following terms upon completion of construction of the Project:

A. City will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify City prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify City at its earliest opportunity. City must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection.

B. City must, at City's sole cost and expense, keep the Structure painted and free from graffiti.

C. City must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

D. It is expressly understood by City and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

E. To the extent practicable, City must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

If City (including its contractors and agents) performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then City or its contractors and/or agents must procure and maintain the insurance coverage as set forth in the CRA.

11) City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes.

12) City must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Requirements for construction of Grade Separation Projects set forth on **Exhibit F** and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

13) Subject to the restrictions imposed by Article V, Section 8 above and in accordance with the requirements of Article IV, Section 9 above, City must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required.

14) In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be borne solely by BNSF, or if the City is agreeable, divided between BNSF and City in such shares as may be mutually agreed to by the parties hereto..

15) City may, at City's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

16) Except with respect to any attorney-client privileged information or documents, any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties

hereto, as well as the State of and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement .

17) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, City may not assign any of its rights or obligations hereunder without the prior written consent of the other party.

18) In the event construction of the Lone Tree Overpass Segment of the Project does not commence within 24 months of the Effective Date, this Agreement will become null and void.

19) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

20) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

21) (Intentionally Deleted.)

22) Any notice provided for herein or concerning this Agreement (a “Notice”) must be in writing and sent by overnight courier and is deemed given on the business day of delivery if delivered before 5 pm on a business day, otherwise on the next business day and shall be sent to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects

_____

_____

City: _____

_____

_____

23. In the event of any conflict between the terms of this Agreement and the terms of the CRA, the CRA shall control.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

_____

CITY

CITY [COUNTY] OF _____

By: _____

Printed Name: _____

Title: _____

WITNESS:

_____

Exhibit A

[Insert drawing of the Project and/or Structure]

Exhibit B
Insert pro forma exhibit B, A1 & B1
EASEMENT AGREEMENT

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____ _____ _____.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit “C-1” Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit “C-1”. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway’s opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway’s Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway’s right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

_____

_____

_____

_____

E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

F. The Contractor must notify **City** at (_____) _____ and Railway's Manager Public Projects, telephone number (_____)_____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association

(previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com**. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the City.

B. The Contractor must notify the Railway's Project Engineer _____ at (_____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15’-0” Horizontally from centerline of nearest track
- 21’-6” Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25’ Horizontally from centerline of nearest track
- 23’ 6” Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City and must not be undertaken until approved in writing by the Railway, and until the City has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the City.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at

1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the

Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by City and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately $1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway

representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com**,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350

KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and**/**or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.

F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.

G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).

B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils

offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing

materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as “hazardous chemicals,” “hazardous substances,” “hazardous materials,” “toxic substances,” or “hazardous wastes” in any Environmental Law.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway’s Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

_____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: BF-20162127

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT…." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: BF-20162127

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: _____

Agency Project: _____

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **[***Drafter's Note: insert the date of the contract between the City and the Contractor here]** with **[Drafter's Note: insert the name of the City here]** for the performance of certain work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **[insert City name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property

belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and

include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. <u>Business Automobile Insurance</u>

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any

insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read:

"means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. <u>Other Requirements:</u>

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify

Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway (“Sales Taxes”), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall

be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or

"disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.
Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated

by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's representative (_____) _____ (__) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: BF-20162127

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY	**Account Name**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title: Manager Public Projects	Title:_____
Date:_____	Date:_____

Accepted and effective this _____day of 20__.

Contact Person:_____

Address:_____

City:_____

State:_____ Zip:_____

Fax:_____

Phone:_____

E-mail:_____

EXHIBIT D

[Insert Cost Estimate(s) for Railroad Work here]

Contract Number: BF-20162127

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____ [Name of City Here]
_____ [Address for City]
_____

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **[insert name of architecture or engineering firm here]** **(hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ **[insert description of the project here]**. This final written approval is given to _____ **[insert name of City here]** ("City") pursuant to Article IV, Section 1 of that certain Underpass Agreement between BNSF and City, dated _____, 20__. If the Plans and Specifications are revised by City subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and City must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

_____
[Public Projects Manager's Name]

Contract Number: BF-20162127

Exhibit F

Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Bridge design calculations will be submitted to BNSF for review and approval. Design calculations will be summarized on a cover sheet to state the design dead load, design live load and amount of impact and any secondary loads considered. Bridge design by other than a BNSF pre-approved consultant will be subject to a third party design check at the City's expense.

For railroad bridges and culverts over waterways, BNSF will be provided with the Hydrology and Hydraulic design criteria, calculations and site specific data, including electronic data utilized in computer simulation modeling. Design considerations should include future land use changes that would increase the volume, velocity or sediment transport characteristics of the streambed flows. Design shall include sediment transport calculations and erosion control mitigation measures if necessary.

Bridge plans will be submitted to BNSF for review and approval at the 30%, 60% and 90% stage of design. The final set of plans must be approved by BNSF prior to letting of bids for the Project.

Prior to issuing any invitation to bid on construction of the Structure, the City should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel as to the site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure and the Project must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF right of way, the City should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF will require an experienced Quality Control Inspector to be present during certain critical times of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. Certain components, normally produced off site, will require a QC inspector to be present, including the production of precast concrete components and steel fabrication. The QC inspector will provide reports to BNSF including pile driving records, concrete compressive test records, and

other such reports requested by BNSF. QC Inspection services can be provided by the City subject to acceptance by BNSF. If the QC services provided are not acceptable, BNSF will provide an independent QC Inspection service to supplement the deficiencies. The City shall reimburse BNSF for all costs of supplemental QC Inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the City will provide BNSF with a complete electronic set of the bridge plans labeled “As Built”. Those plans will reflect any and all deviations from the original plans that occurred during construction. The “As Built” plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The plans must show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

BNSF will be responsible for maintenance of the track and ballast over the bridge and the earth embankment approaches. The City will be responsible for maintenance of the structural components of the bridge, including deck waterproofing and paint.

For bridges over roadways, the City will maintain the roadways under the bridge including signs, pedestrian walkways, fences, drains, landscaping, earth retention components, embankment slopes, erosion control, surface drainage, paint, walkways, handrails, lighting and other improvements associated with the Project. The City will be responsible to post highway vertical clearance signs and maintain such signs to reflect potential future pavement profile elevation changes. Clearance signs, traffic control signals or other signs should not be attached to a load-carrying member of the railroad bridge.

For railroad bridges over waterways, the City will be responsible for all aspects of channel maintenance across BNSF’s right-of-way, including toe of slope erosion control where the railroad embankment meets the streambed. The City will be responsible for debris removal that may accumulate at bridge piers as well as silt removal, local and general scour and remediation and streambed lateral migration and streambed degradation remediation.

Fencing and other trespass controls within BNSF’s right-of-way and incorporated into the Project shall be designed and maintained by the City. Graffiti removal will be the responsibility of the City.

BRIDGE INSPECTION:

BNSF will conduct annual routine structural inspections of railroad bridges over public roadways and waterways at no cost to the City. The City shall provide traffic control under those bridges spanning roadways to enable BNSF personnel or representatives to safely conduct the annual inspections. For routine annual inspections, BNSF will give the public City 7 days advance notice of traffic control requirements. In the event of an earthquake, fire, flood, damage from vehicular impacts or other

emergent situations, the City will provide traffic control in roadways to allow immediate inspection by BNSF personnel or representatives. Traffic control will include lane closures or other such measures to allow BNSF personnel, contractors and equipment to be safely positioned under the superstructure.

Upon the conclusion of the BNSF inspection, the City will be notified of items in need of repair. If the City does not complete the repairs requested by BNSF within a reasonable time period, BNSF personnel and/or contractors will perform the repairs and invoice the City for the entire cost of such repairs. Regardless of the nature or cause of such maintenance and repairs, traffic control will be provided by the City at no cost to BNSF to allow safe access to the bridge.

Contract Number: BF-20162127

EXHIBIT G

_____ Avenue Grade Separation Project
Estimated Total Project Cost

Contract Number: BF-20162127

OPERATIONS AND MAINTENANCE AGREEMENT
Phase 4 of U.S. Army Rio de Flag Project

BNSF File No.: BF-XXXXXXXX
Mile Post 344.XX
Line Segment 7200
U.S. DOT Number TBD
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of _____ **("Effective Date")**, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation **("BNSF")** and the **CITY OF FLAGSTAFF**, a political subdivision of the State of Arizona **("City")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona;

WHEREAS, the City and BNSF are parties to that certain Coordination and Reimbursement Agreement dated as of _____ (the **"CRA"**) pursuant to which the parties have agreed to terms and conditions to govern the several flood control and other projects that will be completed as described in the CRA, referred to collectively in the CRA as the **"Project;"**

WHEREAS, pursuant to the CRA, the City and BNSF have become parties to that certain Easement Agreement For Phase 4 of U.S. Army Corps of Engineers Rio de Flag Project dated as of _____ pursuant to which BNSF will grant to the City the easement described therein for the purposes described therein (the **"Easement**");

WHEREAS, BNSF and the U.S. Army Corps of Engineers ("**USACE**") are parties to that certain Memorandum of Understanding dated as of _____ (the "**MOU**") providing certain terms to govern the construction of flood control improvements as described therein on the Easement, which includes, among other things, a requirement that all contractors of USACE entering onto the Easement enter into the General License with BNSF in the form attached to the MOU (each, a "**General License**");

WHEREAS, the City has requested and BNSF has agreed to allow USACE to construct Phase 4 of the USACE Rio de Flag project as described herein and in the _____ (the "**USACE Phase 4 Improvements**")

on the Easement in strict accordance with the Easement, the MOU and the General License;

WHEREAS, USACE, the City and BNSF have agreed that once the USACE Phase 4 Improvements are complete and accepted by USACE, the City and BNSF, the City shall operate and maintain the USACE Phase 4 Improvements in perpetuity pursuant to the CRA, the Easement, and the terms hereof; and

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, and the faithful performance by the City of all such covenants and agreements, the parties agree as follows:

Article I INCORPORATION

The Recitals are incorporated into this Agreement as operative provisions. This Agreement is entered into pursuant and subject to all terms of the CRA and the Easement. All terms and conditions of the CRA and the Easement are incorporated into this Agreement and govern all activities related to operations and maintenance of the USACE Phase 4 Improvements.

ARTICLE II SCOPE OF WORK

1) The USACE Phase 4 Improvements include, without limitation, _____ as described in _____ as further described on the **Exhibit A**, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction under this Agreement must comply with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("**MUTCD**"), U.S. Department of Transportation. Further, temporary controls during maintenance activities must be in compliance with Section 8A-5, "Traffic Controls During Construction and Maintenance" of the MUCTD. In addition to all other requirements hereof, the City must install and maintain fencing around the construction and maintenance site during any maintenance activities to direct pedestrians around the construction and maintenance sites.

ARTICLE III BNSF OBLIGATIONS

1) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the proper maintenance of the USACE Phase 4 Improvements, such railroad work and the estimated cost thereof to be furnished to City within _____ days following City's notice to BNSF of the need for maintenance and BNSF's approval of the City's submissions as required herein for such maintenance. In the event such maintenance work on the USACE Phase 4 Improvements has not commenced within six (6) months following BNSF's delivery of any such cost estimate, BNSF may, in its sole and absolute discretion, revise the cost estimate. The initial or any revised cost estimate will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on any initial cost proposal by BNSF may be included as a part of this Agreement upon written approval of City, which approval will not be unreasonably withheld. Items of railroad work required for any particular operation or maintenance activity may include, but are not limited to:

A. Procurement of materials, equipment and supplies necessary for the railroad work;

B. Preliminary engineering, design, and contract preparation;

C. Furnishing of flagging services as required and set forth in further detail on **Exhibit C;**

D. Furnishing engineering and inspection as required in connection with such maintenance or operation of the USACE Phase 4 Improvements;

E. Providing a contract project coordinator, at City's expense, to serve as a project manager for any such maintenance activities for which BNSF requires the same;

2) BNSF will do all railroad work for the proper maintenance of the USACE Phase 4 Improvements required for any particular operation or approved maintenance, including, without limitation, any set forth herein as may be required by BNSF on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

3) City agrees additionally to reimburse BNSF for work of an emergency nature affecting safety or rail operations arising from or relating to the USACE Phase 4 Improvements to the extent caused by or related to City or City's contractor(s) in connection with the operation or maintenance of the USACE Phase 4 Improvements which BNSF deems

in its sole reasonable discretion is necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of City and City agrees to fully reimburse BNSF for all such emergency work.

4) BNSF may charge City for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the work performed by BNSF regarding the operation or maintenance of the USACE Phase 4 Improvements. Such charges will be considered part of the actual cost of the operation and maintenance of the USACE Phase 4 Improvements, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

5) During any operation or maintenance of the USACE Phase 4 Improvements involving railroad work, BNSF will send City progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. City must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of any particular operation or maintenance project, BNSF will send City a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation BNSF furnished to City as provided above. Pursuant to this section and Article V, Section 7 herein, City must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to City under this section.

ARTICLE IV CITY OBLIGATIONS

1) The City shall timely and properly perform all periodic inspections at prescribed frequences and all other maintenance necessary or desirable to ensure the USACE Phase 4 Improvements continue to function as designed and at no time imperil or damage any property, facilities or operations of BNSF. Each time the City desires to perform any specific task of inspection or maintenance, City must furnish to BNSF a full description of such task(s) and the dates City would like to undertake such activities. For tasks other than inspection and debris removal, City must also furnish BNSF with its description of the task(s), all plans and specifications for any work

involved in the same at least _____ days before City would like to perform such maintenance. Except for work conforming to the O&M Manual and/or the as-builts, four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any maintenance activity alternatively, (this information may be submitted electronically to BNSF rather than in hard copy). BNSF will give City final written approval of the requested dates and the plans and specifications substantially in the form of **Exhibit E,** attached to this Agreement and made a part hereof, and may also notify City of maintenance and activities related to the USACE Phase 4 Improvements that BNSF will require be included by City as part of any such proposed inspection or maintenance activity. Upon BNSF's final written approval of the dates and plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to any finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2) City must make any required application and obtain all required permits and approvals for any operations or maintenance of the USACE Phase 4 Improvements.

3) City must provide for and maintain minimum vertical and horizontal clearances, as required in **Exhibit C** and as approved by BNSF as part of the plans and specifications for the Lone Tree Overpass Segment of the Project.

4) (Intentionally Deleted.)

5) City must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the operation and maintenance of the USACE Phase 4 Improvements.

6) City must do all work provided for in the plans and specifications submitted to BNSF for the operation and maintenance of the USACE Phase 4 Improvements on the Easement ("**City's Work**"), except railroad work that will be performed by BNSF hereunder. City must furnish all labor, materials, tools and equipment for the performance of City's Work. City's Work may include, without limitation:

A. (Intentionally Deleted.);

B. All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

C. Placement of 12 inches of sub-ballast and the initial six inches of crushed rock ballast on all track roadbeds for the shooflys and for the permanent replacement of the main tracks and storage tracks;

D. Provide suitable drainage, both temporary and permanent, in areas affected by the City's Work;

E. Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along any impacted public or private roads during maintenance between the tracks and the traveled roadways;

F. Temporary Installation of a chain link fence barrier separating any operation or maintenance activity from any track;

G. Construction and removal of a temporary pedestrian roadway detour crossing of the tracks, including chain link fence;

H. Provide appropriate pedestrian control during construction operation and maintenance activities; and

I. Job site cleanup including removal of all unused construction materials, concrete debris, surplus soil, refuse, contaminated soils but only as set forth in the CRA, asphalt debris, litter and other waste materials brought onto the site by the City to the satisfaction of BNSF.

7) (Intentionally Deleted.)

8) Work may be performed by City for minor repair work such as, for example, debris and sediment removal or graffiti clearing, but must be performed by a contractor to City for any other ((_____*major repairs – BNSF will supply a definition of this))*. Both such parties must perform in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9) For any future operations activities, inspection or maintenance, either routine or otherwise, performed by contractors or subcontractors on behalf of the City, City shall require the contractors and subcontractors to comply with the provisions of the

attached **Exhibit C** and execute the agreement attached hereto as **Exhibit C-1**. Prior to performing any future maintenance with its own personnel, City shall: comply with all terms of the CRA; comply with all of BNSF's applicable safety rules and regulations; require any City employee performing maintenance to complete the safety training program at the BNSF's Internet Website " www.BNSFContractor.com "; notify BNSF when, pursuant to the requirements of **Exhibit C**, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10) In order to prevent damage to BNSF trains and property, City must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of **Exhibit C** attached hereto. Additionally, City must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks. BNSF shall provide and update contact information for BNSF personnel designated to receive information under this Agreement.

11) City or its contractor(s) must submit electronic copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by City's contractor shall comply with the BNSF Bridge Requirements set forth on **Exhibit F** attached to this Agreement and incorporated herein. Additionally, the shoring and cribbing must comply with all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If demolition is to be involved, City must submit for approval electronic copies of a professionally engineered demolition plan, as set forth in **Exhibit G**, with applicable calculations to BNSF's Manager of Public Projects.

12) City must include the following provisions in any contract with its provider(s) performing any inspection, operation or maintenance work regarding the USACE Phase 4 Improvements on the Easement:

A. The contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "**Lines**") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Engineering Representative _____, BNSF's Signal Representative _____, and the telecommunications companies and notifying them of any work that may damage these Lines or

facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

B. The City and its contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the operation and maintenance of USACE Phase 4 Improvements located on BNSF property. The City and its contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

C. Failure to mark or identify these Lines will be sufficient cause for BNSF's Engineering Representative _____ to stop any activities at no cost to the City or BNSF until these items are completed.

D.

13) City must require compliance with the obligations set forth in this Agreement, including **Exhibit C** and **Exhibit C-1**, and incorporate in each prime contract for operations or maintenance activities of the USACE Phase 4 Improvements on the Easement and the specifications therefor (i) the provisions set forth in Article IV and V; and (ii) the provisions set forth in **Exhibit C**, **Exhibit C-1** attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 14 or above in Section 8 all of this **Article IV**, all work City desires to have performed for operation or maintenance of the USACE Phase 4 Improvements on the Easement will be pursuant to a contract or contracts to be let by City, and all such contracts must include the following:

A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

B. Changes or modifications during construction operation or maintenance activities that affect safety or BNSF operations must be subject to BNSF's approval;

C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and

delivered to BNSF an agreement in the form of **Exhibit C-1**, and (ii) delivered to and secured BNSF's approval of the required insurance; and

D. To facilitate scheduling for the Project, City shall have its contractor give BNSF's representative BNSF's Engineering Representative _____, _____weeks advance notice of the proposed times and dates for work windows. BNSF and City's contractor will establish mutually agreeable work windows for any inspection, operation or maintenance work. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

E. The plans and specifications for all operations and maintenance activities must be in compliance with the BNSF Bridge Requirements set forth on **Exhibit F**, attached to this Agreement and incorporated herein.

15) City must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of each instance of inspections, operations or maintenance activities hereunder within thirty (30) days after such completion date. Additionally, City must notify BNSF's Manager of Public Projects, in writing, of the date on which City and/or its Contractor will meet with BNSF for the purpose of making final inspection of the particular operations or maintenance activities and/or construction.

16) City must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from City.

ARTICLE V JOINT OBLIGATIONS

1) All work and activities contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party

obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during such activities which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications.

2) The work and activities hereunder must be done in accordance with the BNSF Bridge Requirements set forth on **Exhibit F** and the detailed plans and specifications approved by BNSF.

3) City must require its contractor(s) to adhere to any schedule approved by BNSF for each particular instance of inspections, operations or maintenance work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction operation or maintenance schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of any approved schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads or to protect persons or property on or near any BNSF owned property. Neither BNSF nor the City will be liable to the other for any additional costs or expenses resulting from any such reallocation of BNSF's labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4) BNSF will have the right to stop any activities described herein if any of the following events take place: (i) City (or any of its contractors) performs any work or activities in a manner contrary to the plans and specifications approved by BNSF; (ii) City (or any of its contractors), in BNSF's opinion, prosecutes any work or activities described herein in a manner that is hazardous to BNSF property, employees, contractors, invitees, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached **Exhibit C-1** is canceled during the course of any work or activities by the relevant contractor. The work stoppage will continue until all necessary actions are taken by City or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop work or activities hereunder, BNSF agrees to immediately notify the following individual in writing:

_____

_____

_____

5) City must supervise and inspect the operations of all City contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement, the Easement and the CRA and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by City personnel at any time during any activities hereunder, BNSF has the right to stop such activities (within or adjacent to its operating right-of-way). Such activities will not proceed until City corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify _____ for appropriate corrective action.

Pursuant to this Section and Article III, Section 6 herein, City must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes.

6) All expenses detailed in statements sent to City pursuant to Article III, Section 6 herein will comply with the terms and provisions of _____. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article III, Section 2 herein are part of the costs of operation and maintenance of the USACE Phase 4 Improvements even though such work may have preceded the date of this Agreement.

7) The parties mutually agree that no construction activities for or related to the USACE Phase 4 Improvements, nor operations, inspections or maintenance of the same, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

8) Subject to the restrictions imposed by Article V, Section 7 above, no inspection, operations or maintenance activities may commence until City gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF File Number _____and must state the time that activities will begin.

9) In addition to the terms and conditions set forth elsewhere in this Agreement and in the Easement and CRA, including, but not limited to, the terms and conditions stated in **Exhibit F**, BNSF and City agree to the following terms:

A. BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed; track; any access gates installed pursuant to this Agreement or pursuant to the original construction of the USACE Phase 4 Improvements; railroad drainage; and all other railroad facilities.

B. City will own and maintain, at its sole cost, risk and expense, the USACE Phase 4 Improvements and all appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, but is not obligated to perform maintenance on the USACE Phase 4 Improvements in order to avoid conflicts with train operations. BNSF will notify City prior to performing any such maintenance on the USACE Phase 4 Improvements. In the event such maintenance involves emergency repairs, BNSF will notify City at its earliest opportunity. City must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection. No such maintenance by BNSF, nor the failure of BNSF to perform any maintenance shall in any way reduce, limit or restrict City's obligations hereunder, including without limitation its obligation to perform all needed maintenance to the USACE Phase 4 Improvements.

C. City must, at City's sole cost and expense, keep the USACE Phase 4 Improvements on the Easement painted and free from graffiti.

D. City agrees to reimburse BNSF for the cost of track surfacing due to settlement caused by the construction or state of repair or lack of repair of the USACE Phase 4 Improvements on the Easement for a period not to exceed two (2) years.

E. City must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

F. It is expressly understood by City and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

G. To the extent practicable, City must keep the USACE Phase 4 Improvements on the Easement clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

H. If City (including its contractors and agents) or BNSF, on behalf of City, performs (i) alterations, maintenance, operations, modifications or other work to the USACE Phase 4 Improvements on the Easement, or (ii) any alterations, maintenance, operations, modifications or other work on the USACE Phase 4 Improvements on

the Easement with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any alterations, maintenance, operations, modifications or other work to any superstructure of the USACE Phase 4 Improvements on the Easement, then City and/or its contractors, whichever is conducting the work, must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF prior to performing any activities or work under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "BNSF" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, City or its contractor, as applicable, may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to City or its contractors. The limits of coverage are the same as above.

11) City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property described in **Exhibit** __hereto to BNSF tracks for maintenance purposes. BNSF shall release, indemnify, defend and hold harmless City and its employees, subcontractors, agents, licensees, invitees, affiliates and subsidiaries (collectively, with City, the "City Indemnified Parties") from any and all judgments, awards, claims, demands, damages, fines or other governmental

penalties of any type, and expenses (including attorneys' and experts' fees) related to: injury or death to all persons, including, without limitation, the City Indemnified Parties; BNSF's or its contractor(s)'employees, subcontractors, agents, or invitees (collectively, with BNSF and its contractor(s), the "BNSF Persons"); and/or loss and damage to property belonging to any person, or the enforcement or alleged enforcement actions, demands for investigation, and/or penalties issued by any governmental authority (collectively, "Claims"), arising in any manner from or relating to acts or omissions of any BNSF Persons relating to access to City property under this O&M Agreement.

12) City must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as an electronic copy containing as built CAD drawings showing any work performed on the USACE Phase 4 Improvements in the Easement hereunder and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Bridge Requirements set forth on **Exhibit F** and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

13) Subject to the restrictions imposed by Article V, Section 9 above and in accordance with the other requirements of this Agreement, City must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for any purposes, and the BNSF Manager of Public Projects will determine if flagging is required. City shall be responsible for all required flagging costs. If any activities under this Agreement are contracted, City must require its prime contractor(s) to comply with the obligations set forth in **Exhibit C** and **Exhibit C-1**, as the same may be revised from time to time. To the extent permitted by law, City will be responsible for its contractor(s) compliance with such obligations.

14).

15) BNSF may, at its expense, make future changes or additions to any railroad components affected by the USACE Phase 4 Improvements if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the hydraulic components or structural integrity of the USACE Phase 4 Improvements. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the components of the USACE Phase 4 Improvements to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or other facilities made necessary by any such changes to the USACE Phase 4 Improvements will be borne solely by BNSF,

or if the City is agreeable, divided between BNSF and City in such shares as may be mutually agreed to by the parties hereto.

16) City may, at City's sole expense, alter or reconstruct the components of the USACE Phase 4 Improvements if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval in its sole discretion and based upon BNSF's review and the taking of no exceptions to the plans and specifications for any such alteration or reconstruction as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement.

17) Except with respect to any attorney-client privileged information or documents, any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with activities hereunder will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Arizona and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice related to a particular activity under this Agreement.

18) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, City may not assign any of its rights or obligations hereunder without the prior written consent of the other party.

19) In the event construction of the USACE Phase 4 Improvements on the Easement are not completed within _____ of the Effective Date, this Agreement may become null and void at the election of BNSF.

20) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

21) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

22)(Intentionally Deleted.)

23) Any notice provided for herein or concerning this Agreement (a "**Notice**") must be in writing and sent by overnight courier and is deemed given on the business day of delivery if delivered before 5 pm on a business day, otherwise on the next business day and shall be sent to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects

_____

_____

City: _____

_____

_____

23. In the event of any conflict between the terms of this Agreement and the terms of the CRA or Easement, the CRA shall control.

24.

SIGNATURE PAGE FOLLOWS

Contract Number: BF-20162127

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

_____

CITY

CITY of FLAGSTAFF, ARIZONA

By: _____

Printed Name: _____

Title: _____

WITNESS:

_____

Contract Number: BF-20162127

Exhibit A

Exhibit B

Contract Number: BF-20162127

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

EXHIBIT D

(Deleted)

Contract Number: BF-20162127

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____ [Name of City Here]
_____ [Address for City]
_____

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **[insert name of architecture or engineering firm here]** **(hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ **[insert description of the project here]**. This final written approval is given to _____ **[insert name of City here]** ("City") pursuant to Article IV, Section 1 of that certain Underpass Agreement between BNSF and City, dated _____, 20__. If the Plans and Specifications are revised by City subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and City must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

_____
[Public Projects Manager's Name]

Contract Number: BF-20162127

Exhibit F

Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Bridge design calculations will be submitted to BNSF for review and approval. Design calculations will be summarized on a cover sheet to state the design dead load, design live load and amount of impact and any secondary loads considered. Bridge design by other than a BNSF pre-approved consultant will be subject to a third party design check at the City's expense.

For railroad bridges and culverts over waterways, BNSF will be provided with the Hydrology and Hydraulic design criteria, calculations and site specific data, including electronic data utilized in computer simulation modeling. Design considerations should include future land use changes that would increase the volume, velocity or sediment transport characteristics of the streambed flows. Design shall include sediment transport calculations and erosion control mitigation measures if necessary.

Bridge plans will be submitted to BNSF for review and approval at the 30%, 60% and 90% stage of design. The final set of plans must be approved by BNSF prior to letting of bids for the Project.

Prior to issuing any invitation to bid on construction of the Structure, the City should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel as to the site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure and the Project must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF right of way, the City should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF will require an experienced Quality Control Inspector to be present during certain critical times of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. Certain components, normally produced off site, will require a QC inspector to be present, including the production of precast concrete components and steel fabrication. The QC inspector will provide reports to BNSF including pile driving records, concrete compressive test records, and

other such reports requested by BNSF. QC Inspection services can be provided by the City subject to acceptance by BNSF. If the QC services provided are not acceptable, BNSF will provide an independent QC Inspection service to supplement the deficiencies. The City shall reimburse BNSF for all costs of supplemental QC Inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the City will provide BNSF with a complete electronic set of the bridge plans labeled “As Built”. Those plans will reflect any and all deviations from the original plans that occurred during construction. The “As Built” plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The plans must show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

BNSF will be responsible for maintenance of the track and ballast over the bridge and the earth embankment approaches. The City will be responsible for maintenance of the structural components of the bridge, including deck waterproofing and paint.

For bridges over roadways, to the extent roadways under bridges are controlled by the City, the City will maintain the roadways under the bridge including signs, pedestrian walkways, fences, drains, landscaping, earth retention components, embankment slopes, erosion control, surface drainage, paint, walkways, handrails, lighting and other improvements associated with the Project. The City will be responsible to post highway vertical clearance signs and maintain such signs to reflect potential future pavement profile elevation changes. Clearance signs, traffic control signals or other signs should not be attached to a load-carrying member of the railroad bridge.

For railroad bridges over waterways, the City will be responsible for all aspects of channel maintenance across BNSF’s right-of-way, including toe of slope erosion control where the railroad embankment meets the streambed. The City will be responsible for debris removal that may accumulate at bridge piers as well as silt removal, local and general scour and remediation and streambed lateral migration and streambed degradation remediation.

Fencing and other trespass controls within BNSF’s right-of-way and incorporated into the Project shall be designed and maintained by the City. Graffiti removal will be the responsibility of the City.

BRIDGE INSPECTION:

BNSF will conduct annual routine structural inspections of railroad bridges over public roadways and waterways at no cost to the City. The City shall provide traffic control under those bridges spanning roadways to enable BNSF personnel or representatives to safely conduct the annual inspections. For routine annual inspections, BNSF will give the City 7 days advance notice of traffic control requirements. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations,

the City will provide traffic control in roadways to allow immediate inspection by BNSF personnel or representatives. Traffic control will include lane closures or other such measures to allow BNSF personnel, contractors and equipment to be safely positioned under the superstructure.

Upon the conclusion of the BNSF inspection, the City will be notified of items in need of repair. If the City does not complete the repairs requested by BNSF within a reasonable time period, BNSF personnel and/or contractors will perform the repairs and invoice the City for the entire cost of such repairs. Regardless of the nature or cause of such maintenance and repairs, traffic control will be provided by the City at no cost to BNSF to allow safe access to the bridge.



Contract Number: BF-20162127

Contract Number: BF-20162127

EXHIBIT G
Grade Separations

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____ _____.
- 1.01.02 Definitions:
- Operationally Critical, (OC): defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
- Acceptance: BNSF's response to plan submittals indicating a notice to proceed with work in the field; Disclaimer for Acceptance: *BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.
- Inspector/Coordinator, (I/C): A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.

- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled “final” until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:
Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:
Overpass design
Underpass design
Hydraulic study
Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of Agency design plans:
**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*
3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. BNSF will NOT accept submittals directly from the Agency’s Contractor.

- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor’s employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF’s safety policy or FRA regulations. Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF’s satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. BNSF will not accept submittals directly from the Contractor.

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:
Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:
Critical Pick Plan (75% of capacity of crane, or multi-crane pick)
Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25’ of the centerline of the nearest track
Demolition Plan
Temporary Shoring Plan
Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.
OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals.

When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.

- Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.
    a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
    b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
    c. Examples of OC submittals included in the above are:
        i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
        ii. Falsework
        iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
        iv. Erection (overhead and underpass structures)
        v. Construction Phasing Plans
    d. Additional OC submittals required, but not included in the Guidelines are:
        i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
        ii. Contingency plans
        iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.

- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

EASEMENT AGREEMENT
For Phase 4 of U.S. Army Corps of Engineers Rio de Flag Project

THIS EASEMENT AGREEMENT FOR U.S. Army Corps of Engineers (**"USACE"**) Phase 4 of the Rio de Flag Project ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the City of Flagstaff, Arizona, a ___ of the State of Arizona ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Flagstaff, County of Coconino , State of Arizona, at Railroad Line Segment _____Mile Post _____, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has approached Grantor and requested the grant of a non-exclusive easement to allow the USACE contractor to use the Premises for the construction of Phase 4 of the USACE Rio de Flag Project (defined below), and to allow the continuing existence, operation and maintenance of Phase 4 of the USACE Rio de Flag Project on the Premises following construction, and Grantor has consented to grant a non-exclusive easement for such uses of the Premises in consideration of, based upon and subject to the terms and conditions set forth in this Easement Agreement and in the documents described in Recital C below.

C. USACE and Grantor have entered into that certain Memorandum of Understanding dated _____ (the **"MOU"**) describing a flood risk management project authorized by the United States Congress in and near the City of Flagstaff, Coconino County, Arizona, in Section 101(b)(3) of Water Resources Development Act of 2000 Public Law 106-541, as modified by Section 3007 of the Water Resources Development Act of 2007, Public Law 110-114 to be constructed by USACE's contractor(s) on the Premises (the **"USACE Rio de Flag Project"**). **"Phase 4 of the USACE Rio De Flag Project" is defined and described as _____.** Pursuant to the MOU, USACE will require its contractor or contractors to execute with Grantor a General License in the form attached to the MOU (the **"General License"**) prior to entry onto the Premises (or commencement of any related work if such work commences prior to any entry) to govern the performance by the contractor(s). The MOU and the General License describe in further detail the USACE Rio de Flag Project. Grantor and Grantee have entered into that certain Coordination and Reimbursement Agreement dated as of _____ concerning certain other improvements located nearby as well as the Grantee's ownership of and obligation to maintain the USACE Rio de Flag Project once it is completed (the "**CRA**"). Grantor and Grantee have entered into that certain Operating and Maintenance Agreement dated as of _____ to provide for post-completion operation and maintenance of the USACE Rio de Flag Project (the **"O&M Agreement"**).

D. The terms of the CRA that could apply to the USACE Rio de Flag Project, including, without limitation, the environmental provisions of the same, are incorporated herein as if fully set forth in this instrument and shall be in full force and effect for purposes of this Easement even if the CRA is, for whatever reason, no longer in effect. The terms of the O&M Agreement are incorporated herein as if fully set forth in this instrument.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall vary during different time periods, as described below. The Easement may only be used for the respective Easement Purposes during the specified timeframes and for no other purposes at any time whatsoever.

a) The first time period commences upon execution of this Easement Agreement (which shall not occur until both the CRA and the MOU have been fully executed) and lasts until the General License is fully executed. During this period, the Easement Purpose is solely to meet the USACE requirements for the Grantee to have a property interest in the Premises prior to USACE being able to issue requests for bids for the construction of Phase 4 of the USACE Rio de Flag Project and for the improvements properly so constructed to remain thereafter on the Premises in accordance with the terms hereof. No entry onto or other use of the Premises is allowed during this time period.

b) The second time period begins upon full execution of the General License and lasts until Phase 4 of the USACE Rio de Flag Project is completed and accepted by USACE, Grantor and Grantee for maintenance by Grantee thereafter. During this period, the General License governs all entries onto the Premises. Grantee may only enter the Premises for any purpose related to the USACE Rio de Flag Project as an invitee of the USACE contractor that has executed the General License. Thus, the Easement Purpose during this period is solely to meet the USACE requirement that Grantee have a property interest in the Premises to allow USACE to contract for the construction of Phase 4 of the USACE Rio de Flag Project in accordance with the General License and to allow for the properly constructed improvements to remain on the Premises thereafter as described below.

c) The third time period will begin once Phase 4 of the USACE Rio de Flag Project is completed, including all punchlist items or corrective action, as described in the General License, and accepted by Grantor, Grantee, and USACE for maintenance thereafter by Grantee in perpetuity in accordance with the O&M Agreement. The Easement Purpose during this period is the existence on the Premises of Phase 4 of the USACE Rio de Flag Project and the entry onto the Premises by Grantee and its maintenance contractor(s) as described in and in full compliance with the O&M Agreement to inspect, maintain, re-construct, repair, and operate the USACE Rio de Flag Project.

1.2 Grant. Grantor will grant unto Grantee, a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose specified for each different timeframe as set forth above, and incorporating all other terms of this Easement Agreement. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises; and subject to and in compliance with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**").The Easement and this Easement Agreement are personal to Grantee and may not be transferred or assigned in any manner without Grantor's express prior written approval, in its sole discretion, which will include the execution by such proposed assignee or transferee of an acceptable substitute for this Easement Agreement, the CRA (if still then in force) and the O&M Agreement as any of the same relate to Phase 4 of the USACE Rio de Flag Project.

1.3 Reservations by Grantor. Grantee acknowledges that Grantor has reserved or will reserve certain rights under the General License and that the right for Phase 4 of the USACE Rio de Flag Project to exist on the Premises is governed by this Easement Agreement, the MOU and General License until completion and acceptance as described therein, and by this Easement Agreement and the O&M Agreement thereafter. If at any time during the term of the Easement, Grantor desires the use of its rail corridor in such a manner as would, in Grantor's reasonable opinion, be interfered with by Phase 4 of the USACE Rio de Flag Project, Grantor, Grantee, USACE and if Grantor so desires the USACE contractor(s) which have executed General License(s) shall, within thirty (30) days after written notice from Grantor, meet with Grantor to determine what changes in Phase 4 of the USACE Rio de Flag Project might be achievable to avoid interference with the proposed use of Grantor's rail corridor, including, without limitation, the relocation of any portion of Phase 4 of the USACE Rio de Flag Project or the construction of a new improvement to replace the old portion of Phase 4 of the USACE Rio de Flag Project. Should a new applicable law, statute, regulation, ordinance, order, covenant, restriction or decision of a court of competent jurisdiction (each, a **"Legal Requirement"**) be adopted, enacted or applied, or a new operational requirement be required to comply with any such newly enacted, adopted or applied Legal Requirement, Grantor may require modifications or relocations of parts of Phase 4 of the USACE Rio de Flag Project as may be needed to permit or support Grantor's compliance with the same. In such event Grantor and Grantee shall promptly meet and confer regarding compliance with such Legal Requirement, and Grantor may perform any such modification or relocation at Grantee's expense and shall promptly invoice Grantee for all costs thereof. Grantee shall remit payment to Grantor for invoiced costs promptly. Among the rights Grantor has reserved in the General License and which Grantor does reserve herein from the Easement are the following:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purposes.

Section 2 **Term of Easement**. The term of the Easement is perpetual; provided, however, that if Phase 4 of the Rio de Flag Project is not completed and accepted by the Grantee, USACE and Grantor in accordance with the General License for operation and maintenance thereafter by Grantee as described in the CRA and the O&M Agreement by the end of seven (7) years after the Effective Date, the Easement may, upon Grantor's election in its sole discretion, revert to Grantor.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the proper and lawful operation and maintenance of Phase 4 of the USACE Rio de Flag Project, as set forth in the CRA and O&M Agreement, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all applicable Environmental Laws (as defined below). Grantee shall strictly comply with all terms of the CRA and O&M Agreement that address environmental matters. Grantee acknowledges that the provisions of the CRA and the O&M Agreement addressing environmental matters are incorporated herein by reference as fully as if set forth herein. The Parties have agreed that Grantee is responsible under this Section 7 for actions of itself and its contractors, agents, invitees and licensees, but is only responsible for breaches of Environmental Laws and other hazards and nuisances and/or breaches of the CRA or the O&M Agreement caused by or contributed to by trespassers on or about or acting in relation to the structures to be constructed as part of the USACE Rio De Flag Project.

"Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

Section 8 **Default, Termination of Easement Agreement and Election for Reversion of the Easement**.

8.1 Grantor's Rights. If at any time USACE or the USACE Contractor, as applicable, fails properly and timely to perform its obligations under the MOU or the General License, including, without limitation, failure to finally complete Phase 4 of the USACE Rio de Flag Project within seven (7) years after the Effective Date, Grantor may, in addition to any rights under such other agreements, terminate this Easement Agreement and elect to have reversion of the Easement. If at any time Grantee, or Grantee's contractor(s), fails to properly and timely perform its obligations under the CRA, Easement Agreement or the O&M Agreement Grantor, in its sole discretion, may: (i) enforce specific performance of the unperformed obligations set forth in any of the same; (ii) at Grantee's sole cost, may arrange for the performance of such work set forth in the CRA, this Easement or the O&M Agreement as Grantor deems necessary in its sole reasonable discretion for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor (and Grantee shall promptly reimburse Grantor for all costs of such work performed on Grantee's behalf upon receipt of an invoice for such costs); or (iii) terminate this Easement Agreement and may elect to have reversion of the Easement if Grantee either (x) fails or refuses properly to complete the remedy or cure for such failure to properly and timely perform within thirty (30) days of notice of the same from Grantor or thirty (30) days after the date the action, inaction, event or condition constituting such failure to properly and timely perform first comes to the attention of Grantee, whichever is earlier (provided, however, that the Parties may agree, each in their sole discretion, to allow a longer period for completion of such remedy or cure); or (xx) fails to fully reimburse Grantor all costs and expenses associated with Grantor's curing or remedying such failure to properly and timely perform or having the same cured or remedied within thirty (30) days of receipt of an invoice from Grantor for the same; provided,

however, that in all instances and notwithstanding any of the foregoing, Grantor's right to perform at Grantee's sole cost and expense any work of an emergency nature related to the immediate restoration or protection and safety of: railroad operations, activities and property; other persons and property; or as needed to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor shall be governed by the terms of the O&M Agreement and the CRA and this Section 8 shall not alter those rights. Grantor's failure to perform any obligations of Grantee or Grantee's contractors shall not alter the liability allocation set forth in the CRA, the O&M Agreement, the licenses entered by Grantee's contractors or this Easement Agreement.

8.2 Right to Elect Reversion Grantor may also, at its option, terminate this Easement Agreement and may elect to have reversion of the Easement by serving five (5) days' notice in writing upon Grantee if (i) Grantee should abandon or cease to use the Premises for the Easement Purpose or make or attempt to make any use of the Easement other than the Easement Purpose; (ii) should the USACE Rio de Flag Project be deauthorized by an act of Congress; or (iii) should any of the improvements constituting Phase 4 of the USACE Rio de Flag Project become non-functional for their intended purposes such that their carrying capacity is not sufficient to prevent a risk of scouring to Grantor's property or facilities or their strength is not sufficient to bear the weight of Grantor's operations thereon. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement and elect to have reversion of the Easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration.. Neither termination or expiration of this Easement Agreement or the reversion of the Easement, will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the CRA, the O&M Agreement, the MOU, or the General License at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal or Securing of Improvements and Restoration. Upon termination or expiration of this Easement Agreement and/or the reversion of the Easement, Grantee shall, at its sole cost and expense, promptly perform the following:

(a) remove from the Premises and/or secure all or such portion of Phase 4 of the USACE Rio de Flag Project and all appurtenances thereto as Grantor directs at Grantor's sole discretion (and, if Grantor has consented to certain improvements being secured in place as opposed to removed, such securing must be completed by Grantee in a timeframe and in a manner approved in advance by Grantor in its sole discretion);

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with the USACE Rio de Flag Project or Grantee's use of the Premises, including, but not limited to, environmental damage;

(c) remedy any unsafe conditions on the Premises created or aggravated by the USACE Rio de Flag Project or the Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date, other than any portion of the USACE Rio de Flag Project as Grantor may have approved being secured in place in accordance herewith.

9.2 Limited License for Entry. If Grantor elects to have reversion of the Easement, Grantor may direct Grantee to undertake one or more of the actions set forth in Section 9.1 above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the

actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement, the CRA and the O&M Agreement. If Grantee fails to surrender the Premises to Grantor in accordance with all provisions of this Easement Agreement upon any termination or expiration of this Easement Agreement or the reversion of the Easement, all liabilities and obligations of Grantee hereunder and under the CRA and the O&M Agreement shall continue in effect until the Premises are so surrendered.

Section 10 (Intentionally Deleted.)

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the CRA. In addition, notices to Grantor under this Easement Agreement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, and BNSF Law Department, 2500 Lou Menk Drive, AOB -3, Fort Worth, Texas 76131_or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **Arizona** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement, the CRA and the O&M Agreement, which are both incorporated herein by this reference, are the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended

to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of_____, 20__, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the City of Flagstaff, a _____ of the State of Arizona ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Coconino County, Arizona as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 20__ (the "**Easement Agreement**") which set forth, among other things, the terms of a non-exclusive easement to be granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor a non-exclusive Easement for the Easement Purpose over and across the Premises.

The Easement Purpose shall vary during different time periods, as described below. The Easement may only be used for the respective Easement Purposes during the specified timeframes only and for no other purposes at any time whatsoever.

a) The first time period commences upon execution of this Easement Agreement (which shall not occur until both the CRA and the MOU (as described in the Easement Agreement) have been fully executed) and lasts until the General License (as described in the Easement Agreement) is fully executed. During this period, the Easement Purpose is solely to meet the U.S. Army Corps of Engineers ("**USACE**") requirement for the Grantee to have a property interest in the Premises prior to USACE being able to issue requests for bids for the construction of Phase 4 of the USACE Rio de Flag Project and for the improvements properly so constructed to remain thereafter on the Premises in accordance with the terms hereof. No entry onto or other use of the Premises is allowed during this time period.

b) The second time period begins upon full execution of the General License and lasts until Phase 4 of the USACE Rio de Flag Project is completed and accepted by USACE, Grantor and Grantee for maintenance by Grantee thereafter. During this period, the General License governs all entries onto the Premises. Grantee may only enter the Premises for any purpose related to the USACE Rio de Flag Project as an invitee of the USACE contractor that has executed the General License. Thus, the Easement Purpose during this period is solely to meet the USACE requirement that Grantee have a property interest in the Premises to allow USACE to contract for the construction of Phase 4 of the USACE Rio de Flag Project in accordance with the General License and to allow for the properly constructed improvements to remain on the Premises thereafter as described below.

c) The third time period will begin once Phase 4 of the USACE Rio de Flag Project is completed, including all punchlist items or corrective action, as described in the General License, and accepted by Grantor, Grantee, and USACE for maintenance thereafter by Grantee in perpetuity in accordance with the O&M Agreement (described in the Easement Agreement). The Easement Purpose during this period is the existence on the Premises of Phase 4 of the USACE Rio de Flag Project and the entry onto the Premises by Grantee and its maintenance contractor(s) as described in and in full compliance with the O&M Agreement to inspect, maintain, re-construct, repair, and operate the USACE Rio de Flag Project.

The Easement is perpetual; provided, however, that if Phase 4 of the USACE Rio de Flag Project is not completed and accepted by the Grantee, the U.S. Army Corps of Engineers and Grantor as described in the Easement Agreement for operation and maintenance thereafter by Grantee as described in the Easement Agreement by the end of seven (7) years after the Effective Date of the Easement Agreement, the Easement may, upon Grantor's election in its sole discretion, revert to Grantor. Further, if at any time USACE or the USACE Contractor, as applicable, fails properly and timely to perform its obligations under the MOU (as described in the Easement Agreement) or the General License other than the failure to finally complete Phase 4 of the USACE Rio de Flag Project within seven (7) years after the Effective Date, Grantor, Grantee and USACE shall meet and confer as described in the MOU, and Grantor may, in addition to any rights under such other agreements, terminate the Easement Agreement and elect to have reversion of the Easement. If at any time Grantee, or Grantee's contractor(s), fails to properly and timely perform its obligations under the CRA, Easement or the O&M Agreement Grantor, in its sole discretion, may: (i) enforce specific performance of the unperformed obligations, (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary in its reasonable discretion for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor (and Grantee shall promptly reimburse Grantor for all costs of such work performed on Grantee's behalf upon receipt of an invoice for such costs) or (iii) terminate the Easement Agreement and may elect to have reversion of the Easement if Grantee either (x) fails or refuses properly to complete the remedy or cure for such failure to properly and timely perform within thirty (30) days of notice of the same from Grantor or thirty (30) days after the date the action, inaction, event or condition constituting such failure to properly and timely perform first comes to the attention of Grantee, whichever is earlier (provided, however, that the Parties may agree, each in their sole discretion, to allow a longer period for completion of such remedy or cure); or (xx) fails to fully reimburse Grantor all costs and expenses associated with Grantor's curing or remedying such failure to properly and timely perform or having the same cured or remedied within thirty (30) days of receipt of an invoice from Grantor for the same; provided, however, that in all instances and notwithstanding any of the foregoing, Grantor's right to perform at Grantee's sole cost and expense any work of an emergency nature related to the immediate restoration or protection and safety of: railroad operations, activities and property; other persons and property; or as needed to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor shall be governed by the terms

of the O&M Agreement and the CRA and this Section 8 shall not alter those rights. Grantor's failure to perform any obligations of Grantee or Grantee's contractors shall not alter the liability allocation set forth in the CRA, any licenses executed by Grantee's contractor(s) or the O&M Agreement.

Grantor may also, at its option, elect to have reversion of the Easement by serving five (5) days' notice in writing upon Grantee if (i) Grantee should abandon or cease to use the Premises for the Easement Purpose or make or attempt to make any use of the Easement other than the Easement Purpose; (ii) should Phase 4 of the USACE Rio de Flag Project be deauthorized by an act of Congress; or (iii) should any of the improvements constituting Phase 4 of the USACE Rio de Flag Project become non-functional for their intended purposes such that their carrying capacity is not sufficient to prevent a risk of scouring to Grantor's property or facilities or their strength is not sufficient to bear the weight of Grantor's operations thereon. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate the Easement Agreement and elect to have reversion of the Easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of the Easement Agreement.

The Easement is personal to Grantee and may not be transferred or assigned in any manner without Grantor's express prior written approval, in its sole discretion, which will include the execution by such proposed assignee or transferee of an acceptable substitute for the Easement Agreement, the CRA (if still then in force) and the O&M Agreement as any of the same relate to Phase 4 of the USACE Rio de Flag

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ (name) as _____(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

_____
Notary Public

My appointment expires:_____

(Seal)

GRANTEE:
_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ **§**
§
COUNTY OF _____ **§**

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ (name) as _____(title) of _____, a _____.

_____
Notary Public

My appointment expires:_____

(Seal)

City of Flagstaff

City of Flagstaff and BNSF Railway Coordination and Reimbursement Agreement

November 17, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Discussion

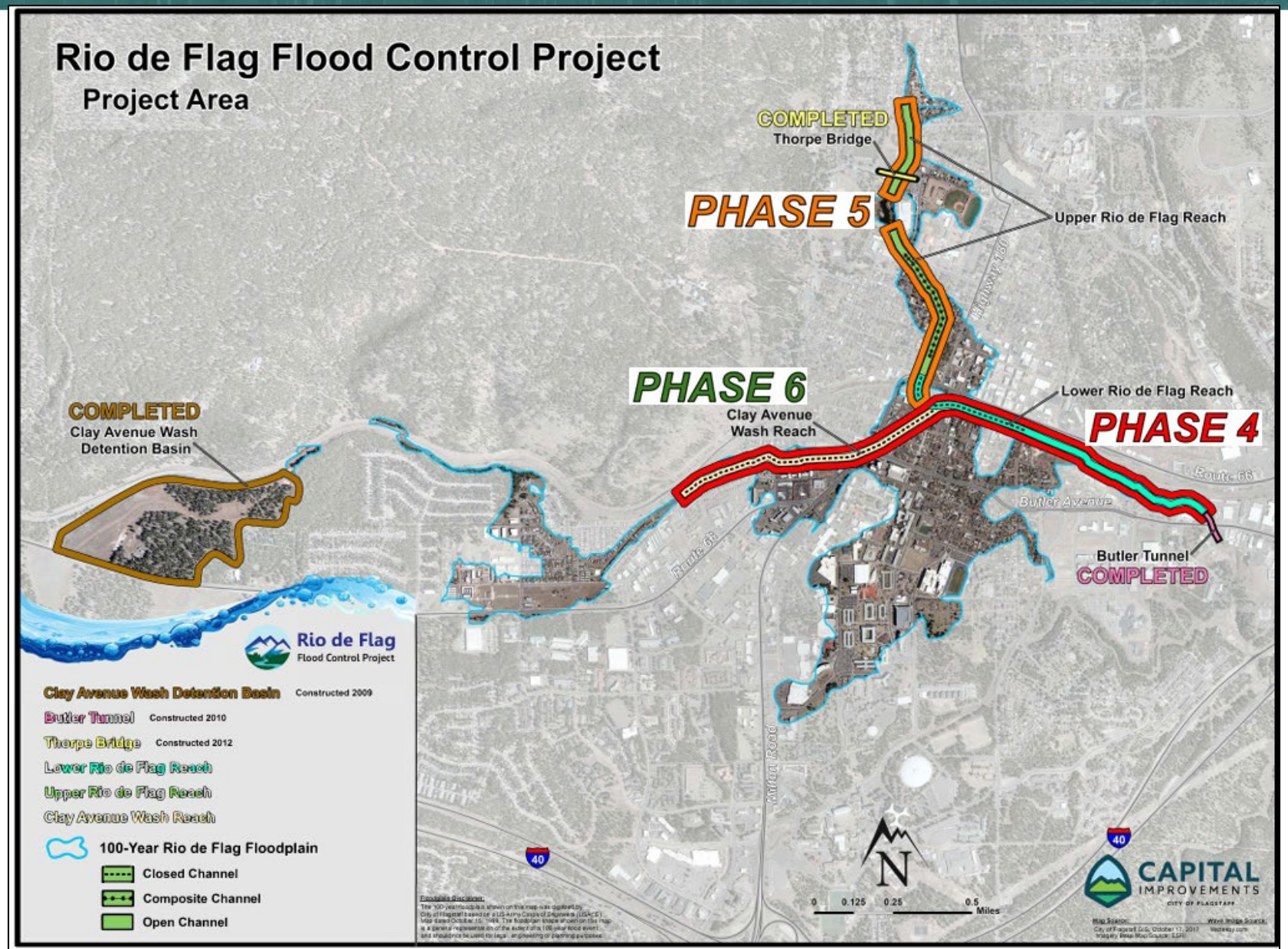
- **Coordination and Reimbursement Agreement**
  - Rio de Flag Operation and Maintenance, Lone Tree Overpass Construction and Maintenance, Easement Agreement
- **Rio de Flag Flood Control Project**
- **Lone Tree Overpass**
- **Downtown Mile Safety and Connectivity Project**
  - Karen Cooper FUTS Underpass
  - Florence to Walnut Pedestrian Underpass
  - Amtrak Station Platforms

Coordination and Reimbursement Agreement

- Umbrella agreement to capture contractual responsibilities for City of Flagstaff Improvement Projects on BNSF Railway property.
  - Rio de Flag Operation and Maintenance – Outlines how the project will be maintained into the future by the City of Flagstaff.
  - Lone Tree Overpass Construction and Maintenance – Allows for the City and their contractor (Ames Construction) to enter BNSF property to construct the track relocation for the overpass structure.
  - Easement Agreement – BNSF will dedicate temporary and perpetual easements for the construction and maintenance of the City owned improvements.

Rio de Flag Flood Control Project

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Rio de Flag Flood Control Project

Total Project Cost Estimate - $244M

- 65% U.S. Army Corps contribution
- 35% City contribution

Anticipated Schedule

- Phase 4 (Lower Reach)
  - Contract advertisement - December 2026
  - Construction start - early summer 2027
- Phase 6 (Clay Wash Reach)
  - Construction advertisement - December 2027
  - Construction start - early summer 2028
- Phase 5 (Upper Reach)
  - Will occur after Phase 6 advertisement



Community Benefits

- Reduction in the 100-Year FEMA flood plain which currently covers a significant portion of Downtown, Southside, and NAU areas.
- Reduction in flood insurance requirements.
- Redevelopment opportunities.
- Protection of City infrastructure – Roadways, Utilities.
- Increase in health and safety for Flagstaff residents.
- Protection from potential economic impacts and property damage valued over $1B.



Clay Wash Detention Basin

Clay Avenue Wash Detention Basin

- Completed in 2009
- Provides stormwater detention for Clay Wash west of town
- First phase of the project
- 3,800 feet long levee and spillway
- Capacity will detain up to 295 acre-feet of water
- $6 Million construction cost
- Completed July 2009



Thorpe Bridge

Thorpe Bridge

- Concrete arched culvert bridge, relocation of water, sanitary sewer and reclaimed water mains, and reconstruction of Thorpe Road (including new curb & gutter, sidewalk, and landscaping) between Bonito Street and Aztec Street.
- $2.45 million construction cost. Federal Highway Bill Bridge Funding.
- Completed December 2012



Butler Tunnel

Butler Avenue Tunnel

- Most downstream feature of the main stem design.
- This feature is a 16-foot diameter tunnel which significantly increases the flow capacity at the east project limit.
- $3.6M Construction cost.
- Completed in August 2010.



Current Rio de Flag Efforts

- City Leadership held meetings on November 12 with Senators, Representatives, USACE, FRA, & USDOT to stress urgency.
- Nov. 2026 storm:
  - Declaration of Emergency issued.
  - Conditions prompted multiple water rescues and tragic loss of life.
  - City inspected 100+ damaged homes and businesses, $1.34M in damages to private property.
- City Requests:
  - Support for approval of final design and agency agreements for Phase 4 construction in summer 2027.
  - Support of Phase 6 funding to allow for bid advertisement in fall 2027 and construction in spring 2028.
- City advanced $11M funding for extension of Phase 4 through Mountain Line's Downtown Connection Center. Advances schedule on the DCC site completion and Southside Civic Space. Mountain Line contributed $1M toward construction.
- Southside Flooding Summit November 20 – Internal staff and engineering consultant workshop to discuss flooding event and look at short, medium, and long-term improvements to augment the Rio de Flag Project.
- Ongoing staff and community volunteer days for trash removal in washes.
- U.S. Army Corps 595 Project support
- Look for notice regarding Public Meeting with the Army Corps and their contractor prior to construction in 2027.
- Rio de Flag Project Website **https://connect.flagstaffaz.gov/RDF**

Lone Tree Overpass

Lone Tree Overpass

- Widened corridor with enhanced bike and ped facilities
- New Route 66 Intersection
- Three Protected Intersections
- Accommodates future Rio de Flag Project

- Cost estimate $140M (Prop 420)
- Design 100%
- Construction 2027 to 2029



Downtown Mile Safety and Connectivity Improvement Project

- Pedestrian Underpasses, Milton Bridge reconstruction, Rail relocation and 3rd main, Amtrak Platforms, Beaver/San Fran Reconstruction, New Santa Fe Intersection
- Budget $59M
  - Design $3.5M
  - Construction $56M
    - INFRA Grant $32M
    - City (Prop 419) $9.8M
    - BNSF $11M
    - ADOT $3M
- Design 100%
  - Under final review
- Construction 2027 to 2030



Questions and Discussion

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 11/10/2026

Meeting Date: 11/17/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Opposing Changes to Section 106 of the National Historic Preservation Act"

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on October 19, 2026, requesting "the City of Flagstaff to adopt a resolution opposing the proposed rule changes to Section 106 Of the National Historic Preservation Act (NHPA), and submit the resolution as part Of the federal public comment process."

Information:

None

Attachments: Petition 2026-09

#2026-09

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Opposing changes to Section 106 of the National Historic Preservation Act

Action Requested: Requesting the City of Flagstaff to adopt a resolution opposing the proposed rule changes to Section 106 of the National Historic Preservation Act (NHPA), and submit the resolution as part of the federal public comment process. (details attached)

Printed Name of Submitter: Alec "Ace" Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-17-2026	Chris Capehart	[redacted]	
10-17-2026	Samuel Butler		
10-17-26	Isaac Martin		
10.17.26	Monica Sypa		
10-17-26	Collette Meyers		
10-17-26	Laura Carter		
10.17.26	Pamela R. Carter		
10 17 26	Talyne Bell		
10.17.26	SUSAN AXELROD		
10.17.26	Karl Buckendahl		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
10/19/26	Stacy Saltzburg	11/17/26

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Opposing changes to Section 106 of the National Historic Preservation Act

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	[redacted]	SIGNATURE
10/17/2026	Maria D Castillo Rivera		
10/17/2026	Joseph Badal		
10/17/2026	EVA PUTZOVA		
10/17/2026	Lea Cox		
10/17/26	Nancy Branham		
10/17/26	Haley Creighton		
10/17/26	Nicholas Jones		
10/17/26	Frank Edenhofer		
10/17/26	Heather Edenhofer		
17 Sept 2026	Chuck Crandall		
10/17/26	Alyssa Hayes		
10/17/26	Eric A. Zelf		
10/17/26	David Zimmerman		
10/17/26	Noah Celano		
10/17/26	Felix Rachel Walker		
10/17/26	Evan Schulze		
10/17/26	Jonathon Arias		
10/17/26	PRUDENCIA MATOSTAS		
10/17/26	Beau Wagenroad		
10/17/26	Robert Campbell		
10/17/26	ROBERT AULD		
10/17/26	Rita Borden		
10-17-26	Beverly Berg		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Opposing changes to Section 106 of the National Historic Preservation Act

PAGE _____OF_____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-17-26	Patty Hansen	[redacted]	
10-17-26	[illegible]		
10-17-26	DENISE HUDSON		
10-17-26	Bella Phipps		
10-17-26	Jason Buechler		
10-17-26	Jed Moss		
10-17-26	[illegible]		
10/17/26	Jenny Siess		
10.17.26	Matthew Banks		
10-17-26	KRIS LYONS		
10/17/26	Erica Lyons		
10/17/26	John Artus		
10/17/26	Roy May		

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Opposing changes to Section 106 of the National Historic Preservation Act

Action Requested: Requesting the City of Flagstaff to adopt a resolution opposing the proposed rule changes to Section 106 of the National Historic Preservation Act (NHPA), and submit the resolution as part of the federal public comment process. (details attached)

Printed Name of Submitter: Alec "Ace" Overmann

(Submitter must also sign below and complete information)

Contact Information: 913-963-4670, ace.overmann@gmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/17/26	Crystal Diaz	2433 W Bruce Balle Dr Flagstaff, AZ 86001	
10/17/26	Alec Overmann	2433 W Bruce Balle Dr Flagstaff, AZ 86001	
10/18/26	Vera Markgraf	763 N. Pine Cliff Dr Flagstaff AZ 86001	
10/18/26	Sally Harvey	4180 E. Road Runner Ln Flagstaff, AZ 86004	
10/18/26	Bryan Bates	1514 N Sunset Drive Flagstaff AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Opposing changes to Section 106 of the National Historic Preservation Act

Further Details:
In July 2026, the Advisory Council on Historic Preservation (ACHP)–the federal agency that oversees historic preservation–approved a complete modification of the regulations (36 CFR Part 800) governing Section 106 of the National Historic Preservation Act (NHPA).

Proposed rule changes would:

- Make public comment on federal agencies' actions to historic properties optional.
- Remove mandatory requirements for federal agencies to consult with Tribal Nations or seek their expertise regarding their own significant cultural resources.
- Narrow the definition of a "historic property" under Section 106, placing the San Francisco Peaks and other natural landscapes of traditional sacred value at risk of losing protections.
- Limit consideration of adverse effects to historic properties and eliminate requirements to consider indirect, cumulative, and atmospheric effects beyond direct physical alterations.
- Remove automatic recognition of local governments and preservation organizations as consulting parties.
- Reduce the role of State Historic Preservation Offices (SHPOs) and Tribal Historic Preservation Officers (THPOs) to reviewing a federal agency's completed analysis rather than participating in consultation from the beginning.

In summary, these proposed rule changes would dramatically diminish the effectiveness of the NHPA, weaken protections for historic properties and cultural places, and lead to more delays and litigation. On October 12, 2026, Governor Hobbs and seventeen Arizona tribal leaders signed a joint letter to the ACHP opposing the proposed regulatory revisions. The SAA and the National Association of Tribal Historic Preservation Officers, both ACHP members, voted no on the proposed rule changes and have written letters opposing the rule changes.

This requested action is time-sensitive, as the proposed revisions have not yet taken effect and must still undergo federal notice-and-comment before a final rule can be adopted. Once the proposal is published in the Federal Register, Tribal Nations, local governments, preservation organizations, and members of the public will have the opportunity to submit comments within 30 days.