Tuesday, March 12, 2019

NOTICE OF EXECUTIVE SESSION, REGULAR SESSION AND WORK SESSION OF
THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARDS OF
DIRECTORS OF THE COCONINO COUNTY JAIL DISTRICT,
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT AND
COCONINO COUNTY LIBRARY DISTRICT

PURSUANT TO A.R.S. § 38-431.02

9:30 a.m. – Executive Session
10:00 a.m. – Regular Session
Work Session immediately following
1:15 p.m. – Work Session
Executive Session immediately following
Work Session continues

First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ

The Board may change the order of the agenda at the time of convening the meeting or at any
time during the meeting. Members of the Board of Supervisors will attend either in person or by
telephone conference call. Work sessions and regular meetings are open to the public. Persons
with a disability may request a reasonable accommodation by contacting the Clerk of the Board
of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow
time to arrange the accommodation.

Notice of Option to Recess in Executive Session

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Supervisors
and to the general public that, at this meeting, the Board of Supervisors may vote to recess into
Executive Session, which will not be open to the public, with the County’s attorneys for legal
advice and discussion on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03
(A) (3).
Call to the Public for items not on the Agenda

After the pledge of allegiance, the Chairman will call on members of the public to speak on any item or area of concern not listed on the agenda. Items presented during the Call to the Public portion of the Agenda cannot be acted on by the Board of Supervisors. Individual Supervisors may ask questions of the public, but are prohibited by the Open Meeting law from discussing or considering the item among themselves until the item is officially placed on the Agenda. Individuals are limited in their presentations.

Consent Agenda

All matters under Consent Agenda are considered by the Board of Supervisors to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item that item will be removed from the consent agenda and will be considered separately.

Speaking During a Public Hearing

After staff and applicant presentations for specific public hearing items, the Chairman will open the public hearing and ask for comments from the public. Those who fill out a speaker's form will be called on first. You do not need to fill out a speaker's form to speak.

As a reminder, if you are carrying a cell phone, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today’s meeting.

Call to Order:

Pledge of Allegiance:

Call to the Public:

Executive Session:

1. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult 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 and to instruct its attorneys regarding the Board's position. Parks and Recreation
Board of Supervisors Consent Agenda:


3. Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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4. Approve Community Grant funding from District 1 in the amount of $250.00, District 2 in the amount of $250.00, District 3 in the amount of $100.00 and District 5 in the amount of $250.00, for a total of $850.00, to assist with the costs associated with promoting the Annual Cesar Chavez Community Awards Breakfast through advertising and other media, purchase of awards for the honorees who are Hispanic Purple Heart Recipients, a Community Leader and a Student Community Leader in Coconino County and the costs for a Key Note Speaker. Board of Supervisors

5. Approve a Community Grant funding request from District 1 in the amount of $3,000.00 and District 2 in the amount of $1,000.00, for a total of $4,000.00, to assist with providing yoga, dance and music activities for preschoolers in the Flagstaff Cooperative Preschool program. Board of Supervisors

6. Approve the appointments of Democratic Committeepersons for the following precincts: Bill Wade, Ann Johnson and Cecile Dechambre to Precinct 1, to fill vacancies created by Joe Bader, Jane Reukama and Laura Spiegel; Allan Gerstson to Precinct 6, Joe Bader to Precinct 8 who moved from precinct 1, Keith Brekhus to Precinct 9, Kyle Nitschke to Precinct 14, Jack Cahill and Solomon Jones to Precinct 20, Angel Diaz and Sage Taylor to Precinct 23, David Pape to Precinct 24, Aly Graham to Precinct 40, Rene Lopez to Precinct 50, Darnell June to Precinct 65, Huey Antley to Precinct 84, Loretta Chino to Precinct 95; each for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies. Board of Supervisors
7. Confirm the Appointment of Facilities Management Director Susan Brown as County Representative to the Flagstaff Arts Council Board of Directors. **Board of Supervisors**

8. Approve the appointment of Mark Hubbard to the Building and Safety Advisory Board for a 4-year term to expire in March 12, 2023. **Community Development**

9. Approve Amendment #2 of the Independent Contractor agreement with Wildfire, dba Arizona Community Action Association, and the corresponding budget adjustment, for the addition of $9,500 in APS Crisis Bill Federal Employee Assistance to provide utility assistance for federal employees impacted by the current federal shutdown. **Community Services**

10. Approve a transfer from the general fund, in the amount of $59,712.00, for payment to Corporation for National Community Service to complete closeout of Coconino Rural Environmental Corps (CREC) Contract #10EDHAZ001, ended 12/31/2013 and corresponding budget adjustment. **Community Services**

11. Approve an Independent Contractor Agreement with Valley Services of Arizona for remediation of water damages to the Health and Human Services Facility at 2625 North King St, Flagstaff in the amount of $118,006.59. **Facilities**

12. Approve budget amendment in an amount of $2,100.00 for completing the copier replacements for FY 20. **Finance**

13. Approve Intergovernmental Agreement and Addendum to Join Arizona Counties Insurance Pool (ACIP) in FY20 for Property Casualty Insurance Coverages effective 07/01/2019. **Human Resources**

14. Approve the purchase of specialized silt sand from Dyna Rock & Sand, Inc., in the amount of $51,814.47, for dirt footing and hauling for the Grandstand and Posse Arenas. **Parks and Recreation**

15. Approve the Spring 2019 disposal of surplus property by on-line auction firm, The Public Group—Public Surplus®, based on Arizona Department of Transportation Contract #ADOT17-160948. **Public Works**

16. Approve the purchase of one (1) Trail King Model #TK110SA Sliding Axle trailer under City of Tucson Contract No. 161534 from Empire Southwest LLC, in the amount of $108,875.69. **Public Works**
The Board will resolve as the Health District Board of Directors.

**Health District Consent Agenda:**

17. Approve ADHS16-106171, Amendment #2 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2018 to September 30, 2020, in the amount of $353,411, to provide nutrition and physical activity education services.

18. Approve the NAU Sub-Recipient Commitment Form between the Northern Arizona University Center for Health Equity Research (CHER) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $10,000, for the period January 1, 2019 to June 30, 2019, to provide a workshop on The Interface of Public Health and Criminal Justice: the Human Impact.

19. Approve Contract No. ADHS CTR041629 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $25,000 for the period February 1, 2019 to September 31, 2019 to provide Childhood Lead Poisoning Prevention Services in Coconino County.

20. Approve a Fee Agreement with Flagstaff Medical Center (FMC) to provide decedent transport after normal business hours from the hospital to the CCPHSD Medical Examiner’s Office for the period from April 1st, 2019 through March 31st, 2020 in the estimated annual amount of $5,000.

The Board will resolve as the Jail District Board of Directors.

**Jail District Consent Agenda:**

21. Approve the award and budget adjustment transfer of the Arizona Criminal Justice Commission (ACJC) Residential Substance Abuse Treatment (RSAT) program grant #RSAT-19-002, in the amount of $131,693.00, which funds one Full Time Equivalent (FTE) Substance Abuse Counselor and one FTE Substance Abuse Specialist calendar year 2019; and authorizing Sheriff Jim Driscoll to execute related documents.

The Board will resolve as the Library District Board of Directors.

**Library District Consent Agenda:**

22. Approve an Intergovernmental Agreement among Coconino County, Coconino County Free Library District, and the City of Flagstaff, an Arizona Municipal
Corporation for the administration, operation and maintenance and capital improvements at the Tuba City Public Library. **Library District**

The Board will resolve as the Board of Supervisors.

**Action Items:**

23. Approve the appointment of Michael Luna to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire March 11, 2025. **Board of Supervisors**

24. Approve a budget amendment in the amount of $267,000 to increase the budget for the joint County Attorney, Legal Defender and Public Defender case management system project. **County Attorney**

25. Approve Purchase Agreement with the United States Navy and the Lease - Purchase Agreement with the Trust for Public Land for an 80-acre parcel adjacent to Coconino County Rogers Lake Natural Area with a market value of $1,500,000 and a conservation value of $500,000. **Parks and Recreation**

**Public Hearing:**

26. Public Hearing and recommendation to the Arizona Department of Liquor Licenses regarding an application for a New Application of a Series 012 (Restaurant) Liquor License to Lauren Kay Merrett, for Agee's Barbecue Market LLC, located at 17730 S. Munds Ranch Road, Munds Park, AZ. **Board of Supervisors**

**Work Session:**

27. Discussion and updates regarding artificial turf replacement at Peaks View County Park and installation of a 30,000-gallon water tank for the purpose of rain water harvesting at Fort Tuthill County Park. **Parks and Recreation**

**BREAK**

**Work Session – 1:15 p.m.:**

28. Presentation of the draft Bellemont Area Plan update and discussion regarding prioritization and a work plan for all County Area Plans. **Community Development**
Executive Session:

29. Executive session pursuant to A.R.S. §§ 38-431.03(A)(3)&(4), to receive legal advice and to consider and give direction to the County Attorney regarding TLC PC Golf, LLC v. Coconino County (Tax Case No. TX2017-001676). County Attorney

Work Session - continued:

30. Presentation and discussion regarding the Zoning Ordinance Updates on the Chapter 2 use matrix and Chapter 3 - Special Uses and Conditions. Community Development

31. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

  • Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
    
    o District 4- Supervisor Jim Parks
    o District 2- Supervisor Elizabeth Archuleta
    o District 3- Supervisor Matt Ryan
    o District 5- Supervisor Lena Fowler
    o District 1- Supervisor Art Babbott

  • County Manager's Report
  • Board Planning Calendar
  • Events Calendar

  • Chair's Report

  • Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

Adjourn:

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this Date: ______________________ at __________________ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board. Dated this ____________ day of ______________________, 2019.

______________________________________________
Lindsey Daley, Clerk of the Board
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult 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 and to instruct its attorneys regarding the Board's position.

RECOMMENDED MOTION:

Enter into Executive Session.

BACKGROUND:

Background will be provided to the Board during executive session.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the minutes from the Board of Supervisors’ meetings conducted April 3, 2018, May 9, 2018, May 15, 2018, February 5, 2019, February 6, 2019, February 12, 2019, February 21, 2019 and February 26, 2019.

RECOMMENDED MOTION:

Approve or move to amend any portion of the minutes.

BACKGROUND:

The Board of Supervisors and the Board of Directors of several County Districts conducted various meetings on April 3, 2018, May 9, 2018, May 15, 2018, February 5, 2019, February 6, 2019, February 12, 2019, February 21, 2019 and February 26, 2019. The Board shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions; pursuant to ARS 38-431.01.B.

ALTERNATIVES:

Approve or move to amend any portion of the minutes.

FISCAL IMPACT:

This item has no impact to the General Fund.

ATTACHMENTS:

1 - Staff Report
2 - APRIL 3, 2018 - SPECIAL SESSION MINUTES
3 - MAY 9, 2018 - BUDGET WORK SESSION MINUTES
4 - MAY 15, 2018 - WORK AND EXECUTIVE SESSION MINUTES
5 - FEBRUARY 5, 2019 - REGULAR AND WORK SESSION MINUTES
6 - FEBRUARY 6, 2019 - SPECIAL SESSION MINUTES
7 - FEBRUARY 12, 2019 - WORK, EXECUTIVE AND REGULAR SESSION
OFFICE OF THE COCONINO COUNTY
JAIL DISTRICT BOARD OF DIRECTORS

EXECUTIVE SESSION (PUBLIC PORTION) MINUTES

April 3, 2018

9:00 a.m.
Second Floor Conference Room
219 E. Cherry, Flagstaff, Arizona

Present: Chairman Matt Ryan, Vice Chairman Art Babbott, Supervisor Jim Parks, and Supervisor Lena Fowler. Supervisor Elizabeth C. Archuleta was present telephonically.

Also Present: Deputy County Manager Mike Townsend, Interim Deputy County Manager Lucinda Andreani and Clerk of the Board Wendy Escoffier. Attorney Jim Jellison was present telephonically.

Chairman Ryan called the meeting to order at 9:10 a.m.

Motion: Resolve as the Jail District Board of Directors, Action: approve, Moved by: Vice Chairman Art Babbott, Seconded by: Supervisor Lena Fowler. The motion passed unanimously.

Motion: Enter executive session, Action: approve, Moved by: Director Art Babbott, Seconded by: Director Jim Parks. The motion passed unanimously.

9:00 a.m. Executive Session:

Discussion and consultation with attorney on legal advice regarding pending litigation, pursuant to ARS 38-431.01(A) (3) & (4).

Director Elizabeth Archuleta left the meeting at 10:12 a.m.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Art Babbott, Seconded by: Director Jim Parks. The motion passed unanimously.
Chairman Ryan adjourned executive session at 10:14 a.m.

Matt Ryan, Chair

Valerie Webber, Deputy Clerk of the Board

*Deputy Clerk of the Board Valerie Webber recreated minutes via notes taken by the former Clerk of the Board who was present during the meeting but did not create the minutes.*
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS

BUDGET WORK SESSION MINUTES

May 9, 2018

1:00 p.m.
First Floor Conference Room
219 E. Cherry Avenue, Flagstaff, Arizona

Present: Chairman Matt Ryan, Vice Chairman Art Babbott and Supervisor Elizabeth C. Archuleta; Supervisor Jim Parks; Supervisor Lena Fowler arrived at 3:23 p.m.

Also Present: Interim County Manager James Jayne, Chief Financial Officer/Finance Director Bonny Lynn, Assistant Finance Director Megan Cunningham, Deputy County Manager Mike Townsend and Clerk of the Board Wendy Escoffier.

Chairman Ryan called the meeting to order at approximately 1:00 p.m.

1. Superintendent of Schools/SRS Recap: 1:00 pm

Deputy County Manager Mike Townsend provided an overview of the Secure Rural Schools funding allocation proposed, and background information as to why and how it is funded.

Superintendent Risha VanderWey discussed the professional development service levels possible based on the allocation amount approved by the Board.

Parks and Recreation Director Cynthia Nemeth discussed two projects—the Grand View Knoll Park in Page and the Fredonia Municipal Pool. Individual Board members deliberated financial support for these projects.

Deputy County Manager Mike Townsend reviewed the recommended annual budget, with one-time and recurring requests, and remaining available balance in the General Fund.

Assistant Finance Director Megan Cunningham provided information and follow up to items requested by the Board. This included a review of the Capital Facilities Plan, with projects...
include the Medical Examiner’s Office, King Street Acquisition, and Court House project. Also discussed was the total FTE requests and corresponding funding need, and scenarios for employee compensation.

Human Resources Director Erika Philpot reviewed options for employee compensation and classification with the Board.

Supervisor Fowler left the meeting and returned for approximately two minutes.

Assistant Director Megan Cunningham reviewed the Non-Departmental Budget with the Board, including various projects that cross Departmental boundaries, as well as Community Partner Funding for FY20.

Finance Director Bonny Lynn reviewed Carry Over Requests with the Board.

Assistant Director Megan Cunningham reviewed the Supervisors’ District Budgets.

Assistant Director Cunningham then reviewed the indirect payments to the General Fund, and funded projects. Supervisor Babbott inquired about potential savings ability to pay down Public Safety Retirement System (PSRS) liability, to which Deputy Manager Townsend responded.

Special Assistant to the County Manager Kim Musselman presented to the Board on behalf of Recorder Patty Hansen with estimated costs of $15,000 for temporary ADA compliance at polling places and estimate of $160,000 for more long-term compliance such as Department of Justice recommendation of paved parking on the reservation.

Deputy Manager Townsend discussed capacity needs for Emergency Management.

Assistant Director Cunningham reviewed the Community Partner Funding historical base and three FY19 SIR’s with the Board. Individual Board Members approved one-time allocations for FY19, but requested a more robust approach for FY20.

Chairman Ryan called for a break.

2. Reserved for Discussion: 1:45 p.m.

Chairman Ryan opened discussion related to the Board of Supervisors travel budget and established a threshold at which Board Members could bring a request to their colleagues for an increase.

Individual Board Members discussed levels of support for the Kindercamp initiative of the United Way of Northern Arizona. A dedicated Work Session was requested to understand this more fully.

As there was no further discussion, Chairman Ryan adjourned the meeting at 5:22 p.m.
May 9, 2018 – Budget Work Session Minutes  Page 3 of 3 Approved March 12, 2019

Matt Ryan, Chair

(SEAL)

ATTEST:

Lindsay Daley, Clerk of the Board

* County Manager Assistant Katie Kelly re-created minutes via video recording and notes from the former Clerk on February 11, 2019; the minutes were never created by the former Clerk of the Board who was present during the meeting.
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS
AND THE BOARDS OF DIRECTORS OF THE
COCONINO COUNTY FLOOD CONTROL DISTRICT

WORK SESSION, SPECIAL, AND EXECUTIVE SESSION MINUTES

May 15, 2018

9:00 a.m. – Work Session
Followed by Special Session
Noon – 2:00 pm - Executive Session
2:15 p.m. – Work Session Continued

First Floor Board Room
219 E. Cherry Avenue, Flagstaff, Arizona

Present: Chairman Matt Ryan, Vice Chairman Art Babbott, Supervisor Elizabeth C. Archuleta arrived at 9:37 a.m., Supervisor Jim Parks, Supervisor Lena Fowler arrived at 9:14 a.m.

Also Present: Deputy County Attorney Rose Winkeler, Clerk of the Board Wendy Escoffier, Deputy County Manager Mike Townsend, Interim County Manager James Jayne left at 9:14 a.m. returned at 9:18 a.m., Deputy Clerk of the Board Sharon David

Chairman Ryan called the meeting to order at 9:13 a.m. and led the Pledge of Allegiance.

Chairman Ryan announced the schedule would be changed and the Board would begin with the CSA presentation.

Work Session: 9 am – 10 am


Presenter(s): Craig Sullivan, Executive Director, County Supervisors Association

PowerPoint: County Briefing, Coconino County, 53rd Legislature, Second Regular Session, 05-14-18.
Mr. Sullivan provided information about the activities that CSA participates in before presenting the PowerPoint. He answered questions from individual Board members.

Supervisor Fowler asked for an update of the federal lands committee; Mr. Sullivan stated he would research it.

Chairman Ryan noted that the order of the agenda has been rearranged and explained the changes.

**Special Session:**

**Board of Supervisors’ Action Item:**

3. Approve Resolution 2018-16; regarding clarification of the establishment of the Coconino County Flood Control District as a public political taxing subdivision of the State, affirning the boundaries of the District, and defining its area of jurisdiction. **Board of Supervisors**

Interim Deputy County Manager Lucinda Andreani provided a brief history of the Flood Control District for the record. She recalled that while working with Community Development on flood control projects, it was discovered that there were no IGA’s in place with cities/towns for dissemination of funds, the monitoring of projects or spending. Upon discussion with the Deputy County Attorney, Rose Winkeler, who agreed, an outside counsel came in; however, that person passed away unexpectedly during the process but was able to identify problems in the formation of the Flood Control District.

In the interim, attorney Roberta Livesay was hired to complete the project and she subsequently made recommendations based on how the district had been formed. In the end, the recommendations were to reaffirm the boundaries of the Flood Control District to be contiguous of the county. She explained how Page, Fredonia, and the City of Flagstaff had been removed from taxation. This resolution affirms the boundaries and the areas within the Flood Control District will now receive a tax bill. She noted the assessed value will be affected because the City of Flagstaff is approximately 55-60% of the county; however, the Flood Control District budget is what affects the tax levy and tax rate. She explained the result of the change to residential and commercial properties.

Chairman Ryan stated that due to the topic he would allow public input.

**Public Input**

Mayor Coral Evans noted she is speaking on her own behalf, and not on behalf of the City Council. There are a lot of unanswered questions because the City has not been afforded an opportunity to review. The concern lies in the fact that the process has moved very quickly and lacked public participation; it is unknown what the impact will be to City of Flagstaff residents.

**Board Discussion**

Supervisor Babbott stated there are questions that will have to be vetted, but it is the Board’s responsibility to conform and align with state statutes.
Chairman Ryan stated he has been on the Board since 1997, along with Supervisor Archuleta, and always thought they were aligned with statutes. For the equity of the taxpayers, the Board needs to affirm all properties are taxable under the Flood Control District. Now that the issue has been discovered, it needs to be corrected and communicated to the taxpayers.

**Motion:** to approve resolution 2018-16  **Action:** Approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Lena Fowler.  **Motion passed unanimously.**

**Motion:** resolve as the Flood Control District Board of Directors,  **Action:** Approve, **Moved by:** Supervisor Art Babbott, **Seconded by:** Supervisor Lena Fowler.  **Motion passed unanimously.**

**Flood Control District Action Item:**

4. Approve Flood Control District Resolution 2018-01; regarding clarification of the establishment of the boundaries of the District.  **Flood Control District**

Interim Deputy County Manager Andreani explained the Board of Directors needs to affirm the boundaries of the flood control district as the Board of Supervisors just did. She also stated that the impacted cities have the option to bring forth a declaratory judgement legal process that allows for a judge to review the decision of the boards. However, because the county is inconsistent and has outside legal counsel review, it is unlikely the decisions will be reversed.

**Motion:** Approve Resolution 2018-01,  **Action:** Approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Elizabeth Archuleta.  **Motion passed unanimously.**

**Motion:** Resolve as the Board of Supervisors,  **Action:** Approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Elizabeth Archuleta.  **Motion passed unanimously.**


**Presenter:** Interim Director of the NAU Alliance Bank Economic Policy Institute, Wade Rousse

**PowerPoint:** The Economic Impact of Post Wildfire Flooding: Bill Williams Mountain

Mr. Rousse explained how the idea of the study he reviewed what was considered in the study. The presentation discussed:

- **Motivation**
  - Invited to a pre-disaster planning meeting
  - Flood Zone Maps provided by hydrology consultants, JE Fuller
  - The maps were overlaid with County Assessor parcel data
  - “A Full Cost Accounting of the 2010 Schultz Fire.” The Ecological Restoration Institute, Northern Arizona University, 2012
    - Runoff after intense wildfires increase by up to 100 times the average flow.

- **Hydrophobic Soil**
  - Caused by Wildfires
Happens in post-burn spots, which increases:
- Water repellency
- Surface Runoff
- Erosion

Response and Remediation Costs (based on the 2010 Shultz Fire)
- Includes suppression, post-fire rehabilitation, evacuation, repair costs, etc. (adjusted for inflation)
- The fire modeling closely approximates the scope and size of the Schultz Fire

Structures at risk within the Flood Zone

Expected Damage to those structures
- To provide a lower bound of range, it is assumed that only 75% of structures in the flood zone will be damaged
- The high range assumes the flood zone maps are accurate

Expected Damages and Interruptions to BNSF railroad operations
- The study took “The Army Corps of Engineers Economy Study for Flagstaff’s Rio de Flag” and adjusted it for inflation.
- The range indicates expectations during one flood event.

Expected Damages and Interruptions to I-40 Resulting from Flooding
- Relied on a Washington State University study and ADOT figures to detour at Ash Fork to Prescott Valley
- Calculated value of time from these studies

Estimate of Lost Property Market Value
- Note: 6.7% is from Shultz Fire research

Williams Water Supply
- Low: $5,000,000
- High: $10,000,000
- Spotted Owl Habitat
  - Bill Williams Mountain
  - Low $100,000
  - High $4,000,000

Estimated Loss of Structures/Revenues
- Estimated Loss of Communications and Replacement Cost of Facilities
- Retail Business Revenue at Risk from the Fire Event
- Retail Business Revenue at Risk from Flooding Events

Estimates of Lost Tourism Retail Sales and Tax Collections Post Fire and Flooding
- Tourism Academic Literature was reviewed
- National Park Services statistics show that 4,918,710 tourists enter the south entrance of the Grand Canyon National Park
- The cost is $292 per person per trip
- Using the Slide Fire in Oak Creek Canyon as a comparable, an estimated four-month window showed 20-40% of visitors canceled their trips
- The data was processed through the National Parks Service Money Generation Model

Estimates of Lost Retail Sales Tax Collections for All Events

Estimates are Conservative – Following Costs Are Not Estimated, therefore, not included:
- Lost payroll for retail and tourist attractions
- Damage to utilities
- Health problems, both physical and mental
Evacuation costs
- Negative impacts on outdoor recreation
- Negative impacts on air quality
- Damage to residential streets
- Vehicles damaged or destroyed
- Increased travel time for residents and visitors

- Total Estimated Costs
- Cost-Benefit of Forest Thinning
  - High estimate cost of thinning operations - $8 million
  - Low estimate cost of fire and flooding - $373 million

Supervisor Archuleta stated the Shultz fire was in her district and staff was able to quickly estimate costs and realized the cost-benefit of forest thinning. She expressed the importance of being pro-active and thin the forest. She asked if personal belongings were captured in the estimates but added that with the Shultz Fire, it was hard to capture the size of personal loss because some losses were not reported. Mr. Rousse stated that they were not able capture personal belongings, or historical items in the conservative estimates.

Tom Combrink, a researcher with Northern Arizona Hospitality and Research Center, stated that he used information from the Federal Emergency Management Agency (FEMA) for the associated costs depending on the levels of flooding. The information is nationwide and not specific to the area, so some personal belongings was in those numbers. However; he confirmed that the loss of historic household items was not considered.

Supervisor Babbott asked about the $8 million thinning operations cost methodology, how was the number derived? He stated that there was a decision put out by Kaibab National Forest on mitigation strategies for the Bill Williams Mountain, which was very detailed.

Interim Deputy Manager Andreani stated that the number came from the Kaibab Mitigation Strategy; however, the steep terrain was likely not accounted for. The cost is conservative, but work needs to be done to find funding to treat the mountain. She noted that FEMA thresholds for disaster recovery have increased and without public infrastructure, the fire may not qualify for an emergency disaster.

Chairman Ryan stated this is the opportunity to not only be immersed in flood control but to also look at the prioritizing and ask, “do we get into the treatment realm?” The new position can analyze what the county is facing. Williams is an area to focus on, along with the Fort Valley area, and other areas that have the potential of wildfire. If we rally together current efforts, there may be an opportunity to leverage with the other stakeholders in the area.

Supervisor Parks asked about spotted owl habitat and what percentage exists on Bill Williams Mountain? In addition to monetary loss, the County would lose timber, cultural, and wildlife. If the cost is double the $8 million, the county needs to apply itself and handle the problem. Mr. Combrink confirmed that there is one owl pack on the upper slopes of Bill Williams Mountain.

Supervisor Fowler stated she is glad the County has hired a Forest Restoration Director to start planning.
Chairman Ryan called for a break at 10:57 a.m. and reconvened the meeting at 11:14 a.m.

1A. FY19 Budget Discussion

**Presenter:** Deputy County Manager Mike Townsend and Human Resources Director Erika Philpot

**Hand out Documents:** FY19 Pay Plan Scenarios

Deputy County Manager Townsend summarized the FY19 Pay Plan Scenarios and answered questions from individual Board members.

Human Resources Director Erika Philpot provided examples of how each scenario would affect employees and answered questions from individual Board members.

Chairman Ryan called for a break at 12:01 p.m. stating the Board will reconvene in the second-floor conference room for the executive session.

**Board of Supervisors Executive Session:**

5. Discussion and consultation with attorney to receive legal advice pursuant to ARS 38-431.03(A)(3). **Board of Supervisors**

**Motion:** Enter executive session, **Action:** Approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. **Motion passed unanimously.**

The Board entered executive session at 12:24 p.m.

Chairman Ryan adjourned executive session at 1:47 p.m.

Chairman Ryan reconvened the open session in the First-Floor Board Room at 2:23 p.m.

**2:15 pm Work Sessions Continue:**

6. Presentation on background and status of Hopi-Navajo Land Dispute Settlement.

Timothy Nuvangyaoma, chairman of the Hopi Tribe, addressed the Board stating that he hopes to garner the support of the Board of Supervisors and he hopes the presentation will clear up and miscommunications there may be.

Thayne Lowe, Attorney for the Hopi Tribe, presented the background of the 1996 land dispute settlement, which encompassed a timeline of important dates since 1996 and the limitations of the Hopi Tribe and the State of Arizona.

Mr. Nuvangyaoma spoke on the agreement of 2003 and is requested the Board of Supervisors join the tribe in approaching Governor Ducey’s office as they want closure of the settlement act for solace and peace of mind. He answered questions from individual board members.
Chairman Ryan stated that the Board received an invitation to tour the Hopi Reservation and the Board would like to do it.

Chairman Ryan called for a break at 3:38 p.m. and reconvened the meeting at 3:49 p.m.


**Presenter(s):** Planner, Melissa Shaw


Planner Melissa Shaw presented the Comprehensive Plan Annual Implementation Report and answered questions from individual board members.

- **Quick Facts**
  - Update to 2003 Plan approved December 2015
  - 20-year conservation-based plan
  - Required by A.R.S.
  - Extensive community & department outreach
  - Elements, goals, policies & Implementation Plan

- **A Roadmap for the Future**
  - Conserve and promote stable, safe, attractive, rural communities where residents share a sense of pride
  - Safeguard and enhance the choices residents expect for living, working, recreation and circulation
  - Coordinate strategies for economic development, transportation, and affordable housing so that we can better link the places where people work and live
  - Protect our unique natural and cultural resources, ecosystems, and habitats

- **A Vision for the Future**
  - Community Values
  - Growth & Development
  - Conservation & Environmental Quality
  - Community Partnerships

- **Using the Plan**
  - Guides land use decisions
  - Reference for community programs
  - Guides regulations, provision of infrastructure and services
  - Develops work programs and budgets

- **Implementing the Plan**
  - Goals and Policies
  - Action Items
    - Project Specific
    - Ongoing
  - Engaged Departments

- **Programs & Accomplishments Reported**
  - Community Development
Community Services
Emergency Management
Facilities Management
Parks and Recreation
Public Works
Sheriff’s Office
Arizona Game and Fish

- Highlights
  - Community Development is updating Bellemont Area Plan, Subdivision & Zoning Ordinances
  - Community Services conducted and implements the Community Needs Assessment
  - Emergency Management planning for emergency response
  - Facilities Management tracked nearly $900,000 in energy efficiency savings over 10 years
  - Parks and Recreation renovated the Historic Quad at Fort Tuthill, purchased Rogers Lake Natural Area, conducted forest thinning
  - Public Works designs multi-modal roads and is drafting low impact development standards
  - Sheriff’s Office responds to over 55,000 calls per year, and conducts outreach & training
  - Arizona Game and Fish shares a position with the County

Carlton Johnson, City of Flagstaff Planner, explained the city’s regional report is annual and offered to present it to the Board, or the board can attend the presentation to the City Council.

8. Roundtable discussion. Pursuant to A.R.S. § 38-431.02(H), these matters will not be acted upon.

Supervisor Archuleta joined the meeting telephonically at 4:18 p.m.

Interim Deputy County Manager / Public Works Director Andreani provided an update regarding fire restrictions, the need for a special session (Thursday) to go into fire restrictions in the North Kaibab region, and potential targeted forest closure plan that are high risk.

Supervisor Babbott asked for clarification regarding giving authority the Emergency Management Director to implement fire restrictions. Rose Winkeler, Deputy County Attorney, provided her interpretation of ordinance stating that the Emergency Management Director has the authority to move from stage to stage, or end a ban, during fire restrictions; however, initiating a ban requires Board approval. Supervisor Babbott suggested amending the ordinance.

Chairman Ryan return to item 1A, FY19 Budget Discussion, at 4:25 p.m.

1A. FY19 Budget Discussion

**Presenter(s):** Deputy County Manager Mike Townsend and Human Resources Director Erika Philpot

**Hand out Documents:** FY19 Pay Plan Scenarios
Deputy County Manager Townsend stated two scenarios were updated and two that were added; he reviewed all six scenarios and their budgetary affect. He answered questions from individual board members.

Director Philpot gave information on what the one-time payments would look like based on grade, which excludes elected officials, department directors, and the positions in the law enforcement pay plan.

Upon discussion of the board regarding the level of base increase and a one-time payment, reviewal of the new information provided by Deputy County Manager Townsend, the Board’s direction is all employees receive a 3% recurring increase plus a one-time percentage payment based on grade. The lower grades will receive a higher one-time payment than the higher grades.

Chairman Ryan return to item 8, Roundtable, at 4:59 p.m.

8. Roundtable discussion. Pursuant to A.R.S. § 38-431.02(H), these matters will not be acted upon.

Interim County Manager Jayne stated a legislative update was emailed out by Nadia Ivanova-Pfenning and acknowledged the report created by Ms. Ivanova-Pfenning and Management Analyst Gregory Nelson.

Ms. Ivanova-Pfenning brought attention to the one page of information with important upcoming deadlines.

Individual Board members provided updates regarding their respective Districts.

There being no further discussion, Chairman Ryan adjourned the meeting at 5:08 p.m.

Matt Ryan, Chairman

(SEAL)

ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors

Flora Hatch recreated minutes via recording on February 6, 2019; the minutes were partially created by the former Clerk of the Board who was present during the meeting.
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE
BOARDS OF DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL
DISTRICT, COCONINO COUNTY JAIL DISTRICT AND
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

REGULAR SESSION, WORK SESSION AND EXECUTIVE SESSION MINUTES

February 5, 2019

10:00 a.m. – Regular Session
Work Session immediately followed
1:15 p.m. – Executive Session
Work Session continued

First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisors Matt Ryan, Supervisor Elizabeth C. Archuleta and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 10:01 a.m. and led the pledge of allegiance.

Call to the Public:

Armando Bernasconi, Chief Executive Officer of Quality Connections in Flagstaff, introduced Quality Connections Board Member Candy Owens. He stated the disabled population is in crisis. Since January 2017, three providers closed their doors and there has been a decline in disabled job placements. He thanked the Board for the County’s continued support, noting that the County purchased over 170,000 supplies which helped support 30 disabled employees.
Candy Owens said she is still a County employee at heart and loves Quality Connections. Shopping locally is important. She thanked the Board for their support and noted the County is one of the best customers. The County has always thought with their heart.

Mike Street, a County resident and organizer of a calling competition requested consideration of revenue 4-H provides to the city. The calling contest follows all laws but we are being targeted by people attacking us and even indicating harm to 4-H leaders. Some of the things they are writing is propaganda. We aren’t out pushing this in their face. Please consider what we are doing as legal, licensed and laws are being followed.

Chairman Babbott noted he received Mr. Street’s email yesterday and it will be forwarded to the Board members.

Chelsea Silva, Executive of Friends of Rio de Flag wanted to give the Board a heads up on an exciting project starting in the Spring, which is focused on watershed restoration planning. A survey was done in 2016 on opportunities in our water shed planning for Rio De Flag. This project helped rekindle discussions of reconstruction of this channel and the Bureau of Reclamation gave them a phase 1 watershed grant. The grant gives them the opportunity to gather information from the community. They are currently in the process of hiring a coordinator to carry out project.

County resident Douglas Whitehead expressed his support of calling contests and asked that the Board look at the facts and benefits.

Jake Rogers, 5th generation cowboy and rancher, expressed his support of the 4-H club. As a rancher, contests are a good thing to have in the County for predator control. It is necessary for ranchers with cattle and also for antelope, deer, etc. Every coyote female has 8 to 10 pups per year.

**Board of Supervisors Consent Agenda:**

**Motion:** Approve consent agenda items #1 through #8, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.


2. Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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3. Approve Community Grant Funding from District 5 in the amount of $1,500 to Page Chamber of Commerce to support educational outreach programing and training. **Board of Supervisors**

4. Approve Intergovernmental Agreement #ADES15-089142 Amendment No. 13, between Coconino County Community Services and Arizona Department of Economic Security (ADES), to include additional Low-Income Home Energy Assistance Program (LIHEAP) funding of $13,559, for a cumulative total contract reimbursement of $913,854.01, for the period of July 1, 2018 through June 30, 2019 and corresponding budget amendment. **Community Services**

5. Approve Amendment #1 of the Independent Contractor agreement with Wildfire, dba Arizona Community Action Association, for the addition of $15,000 in APS Crisis Bill Federal Employee Assistance to provide utility assistance for federal employees impacted by the current federal shutdown. **Community Services**

6. Approve the appointments of Angela Kircher and Fanny Steinlage as Judge Pro Tempore/Commissioners for Superior Court in Coconino County for Fiscal Year 2019. **Courts**

7. Approve the on-call appointment of Charles Adornetto, Christine M. Brown, Thomas Chotena, Charles Davies, Donald P. Frame, Howard Grodman, Jared Holland, Angela Kircher, Gerald D. McCafferty, Rebecca Plevel, Michelle Ratner, Susan Slasor, James Speed, Fanny Steinlage, and Joshua Steinlage as Judge Pro Tempore for Superior Court in Coconino County, for the term of July 1, 2019 through June 30, 2020 (FY2020). **Courts**

8. Approve the purchase of two new 2019 Trail King model #TK40LP Open Deck Construction Trailers under City of Tucson Contract No. #161534 from Empire Southwest LLC, in the amount of $56,631.96. **Public Works**

**Motion:** Resolve as the Jail District Board of Directors, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Vice Chairwoman Lena Fowler. The motion passed unanimously.

### Jail District Consent Agenda:

9. Approve the purchase of a generator package from Empire Power Systems to include 4-year extended service coverage utilizing the Caterpillar Inc. Alternative Energy, Sourcewell cooperative contract #120617-CAT pricing in the amount of $114,324.95. **Jail District**

**Motion:** Move approval of the consent agenda, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Lena Fowler. The motion passed unanimously.
Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Elizabeth Archuleta, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Health District Board of Directors, Action: approve, Moved by: Supervisor Elizabeth Archuleta, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

**Health District Consent Agenda:**

10. Approve Contract No. ADHS CTR040474 in the amount of $17,310.00, for the five-year period of January 1, 2019 to December 31, 2023, to provide Sexually Transmitted Disease Control and Prevention Services in Coconino County.

**Health District**

Motion: Item 10, move approval, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

**Health District Action Item:**

11. Approve Intergovernmental Agreement CTR040359, Amendment No. 2 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2018, through September 30, 2019, increasing the amount to $556,354, to provide WIC ($489,854), Breastfeeding Peer Counseling ($66,500) and Farmer’s Market Nutrition services. **Health District**

Chairman Art Babbott recused himself from discussion and decision on this item and left the board room at 10:17 a.m.

Motion: Approval of Health District action item #11, IGA between ADHS and CCPHSD, Action: approve, Moved by: Director Elizabeth Archuleta, Seconded by: Director Matt Ryan. The motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

Chairman Babbott returned to the meeting at 10:19 p.m.

**Action Items:**

12. Approve a recurring Salary/ERE Budget Adjustment in the amount of $78,645 FY19 for a County Records Manager. **Human Resources**

Clerk of the Board Lindsay Daley introduced the item.
Supervisor Ryan stated he supports the item but records, historically, have never been a priority. We need an experienced person and this position will be more of an exploration. We need to approach it in a realistic and cautious way.

Chairman Babbott noted the position will be housed out of the Clerk’s Office.

Chairman Babbott asked if cost recovery will come from other departments? He agreed with Supervisor Ryan, the position is worthy and important, but we need to be cautious as this can balloon into many staff people. He stated there is no service improvement request beyond this position for the next year and Clerk Daley agreed.

Supervisor Ryan said if there is not appropriate support we need to take a pause and see what the task is.

Vice Chairwoman Lena Fowler said this is in line with our discussions on storage of our records. She would like to reevaluate the position at a later date to see how this will work.

County Manager Jayne stated he appreciated the Board’s support. This can be done and needs to be accomplished and the position will get the ball rolling. There will be professional service dollars moving forward in the future.

**Motion:** Approve the Salary/ERE Budget Adjustment in the amount of $78,645 fiscal year 2019 for a County Records Manager, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

13. Approve the transfer and expenditure budget adjustment of $85,000.00 from the County General Fund to the Legal Defender Contract Budget for the continued contracting and payment of criminal, dependency and guardianship cases that require representation outside of the purview and legal authority of the Legal Defenders Office. **Legal Defender**

Interim Legal Defender Erika Arlington answered questions asked by individual Board members related to costs looking forward, depending on costs versus case types. She explained the cost increase due to pending murder cases. Overall, criminal contracts are where they end up spending a lot of the budget. Dependencies have increased and they take a large amount of funds to cover. Contract fees are in line with other Counties.

County Manager Jayne noted this is an example of the realignment of the Munis System, salary savings are used because it is a bottom line number.

Supervisor Archuleta noted in the past we used contingency funds. Each year cases varied but over the past few years there has been a history of exceeding budget. We can align it more but we should still have the ability to go to contingency.
**Motion:** Move the approval of Item #13, the transfer and expenditure budget adjustment, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Vice Chairwoman Lena Fowler. The motion passed unanimously.

14. Approve Option and Purchase Agreement between Coconino County and the Central Arizona Land Trust for an initial 75-acre conservation easement on the Frontiere Property for an estimated value of $280,000 and a future 165-acres for an estimated value of $690,800. **Parks and Recreation**

Parks and Recreation Director Cynthia Nemeth noted this is an option and phase one agreement. The Board and staff have been working hard to show that the Board is willing to move forward with phase one, which keeps door open for phase two, the additional future 165 acres.

Supervisor Ryan affirmed this has been in the works for some time.

**Motion:** Approve Option and Purchase Agreement between Coconino County and the Central Arizona Land Trust for an initial 75-acre conservation easement on the Frontiere Property for an estimated value of $280,000 and a future 165-acres for an estimated value of $690,800, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

**Work Session:**

15. Presentation, discussion and possible direction regarding Capital Facilities/Future Space Visioning. County Manager/Facilities Management. **County Manager/Facilities**

**Presenter:** County Manager James Jayne and Facilities Director Sue Brown.

**PowerPoint:** Service and Space Reimagined.

County Manager Jayne introduced the item.

Members in the audience introduced themselves to the Board.

County Manager Jayne spoke about plans to enhance services with technology, non-traditional hours of service, County cross-functional teams, principles and values and alignment of services.

Facilities Director Sue Brown reviewed several conceptual design options for a new building at the King Street location and a remodel of the existing King Street building. She answered questions asked by individual Board members related to the conceptual designs.

Deputy County Manager Mike Townsend highlighted a financial plan to fund the proposals and answered questions regarding finance options and the recessionary forecast.
County Manager Jayne continued with his presentation by reviewing a draft project task outline. He spoke about exploration of future collaboration partnerships.

Individual Board members provided feedback on the information presented.

**Direction:** Proceed with TRAC programming with the goal of issuing an RFP in early summer for design-build of the new building, with input from Recorder, Assessor, Treasurer and Community Development; Proceed with a financing plan; Proceed with community partnerships relative to expansion of services. Bring back Health and Human Services (HHS) departments perspective before proceeding with HHS programming for the King Street remodel.

Chairman Babbott called for a break at 12:08 p.m. and reconvened open session at 1:23 p.m. Vice Chairwoman Fowler was not present.

16. **Presentation and discussion on Fiscal Year 2019 Budget/Financial Update.**

**Finance**

**Presenter:** Deputy County Manager Mike Townsend.

Deputy County Manager Mike Townsend reviewed County sales tax comparisons to last year, General Fund Intergovernmental Funds, General Fund Charges for Services, General Fund Buying Fees and Forfeitures, Jail District Bed Rentals, General Fund Expenditures, Expenditures and All Funds, State Shared Sales Tax and Board’s District Budgets. He reviewed a Pension Funding Policy that requires adoption.

**Executive Session – 1:15 p.m.:**

17. Executive Session to receive legal advice and provide instruction to the District's attorney with regard to Coconino County Flood Control District v. Town of Tusayan CV2018-00616, pursuant to A.R.S. 38-431.03 (A)(3) and (4). **Flood Control**

*The Board did not address Executive Session item #17.*

**Work Session:**

18. **Presentation and discussion regarding an update on the success of the FY 2018 Solid Waste Community Cleanup Program and funding for a Community Cleanup in Forest Lakes area.** **Public Works**

**Presenter:** Assistant Public Works Director Mike Lopker and Public Works Trade Supervisor Ron Hollamon.

**PowerPoint:** Solid Waste Community Cleanup Program.
Assistant Public Works Director Mike Lopker presented a powerpoint that highlighted changes to the Community Clean Up Programs and funding for three regional events. He presented a request for a Forest Lakes Specialty Event for FY2019.

Public Works Trade Supervisor Ron Hollamon spoke about reconstruction of the Moon Set site; noting the site is stock piled as needed.

Chairman Babbott left the meeting at 1:46 p.m. and returned at 1:50 p.m.

Supervisor Archuleta left the meeting at 1:50 p.m. and returned at 1:53 p.m.

Individual Board members provided feedback on the information presented.

Assistant Director Lopker and Mr. Hollamon answered questions related to staffing and volunteers at the cleanup programs and how RAC funding was allocated to the County in the past.

Chairman Babbott noted the Board would move to address Agenda Item #21 – Roundtable at this time, 2:01 p.m.

19. Presentation and possible direction on the timeline and scope of work regarding the Fort Tuthill Water Advisory Committee. *Parks and Recreation*

**Presenter:** Parks and Recreation Director Cynthia Nemeth-Brien, Assistant Parks and Recreation Director Brian Grube and Sustainability Manager Amanda Acheson.

**PowerPoint:** Fort Tuthill County Park Water Conservation Initiative.

Parks and Recreation Director Cynthia Nemeth-Brien presented brief introductory remarks.

Sustainability Manager Amanda Acheson provided a brief background on the history of the initiative to create a Water Advisory Committee to identify strategies for water use reductions and efficiency in operations at Fort Tuthill County Park. She spoke about the structure, goals and objectives of the Water Advisory Committee as well as, an implementation timeline.

Members in the audience attending on behalf of the water initiative introduced themselves to the Board.

Individual Board members expressed their appreciation of the information presented.

Chair Babbott opened the item for discussion.

Pete Shearer stated he sits on the Grand Canyon School Board. He expressed his excitement for what the Board is doing. He catches rainwater for potable uses.
Chairman Babbott called for a break at 2:53 p.m. and reconvened open session at 3:07 p.m. Supervisor Ryan was not present. Vice Chairwoman Fowler was present.

**Addendum Agenda Item - Work Session:**

19a. Discussion on the results of an Economic Contribution Analysis of Extending the Season at the Grand Canyon National Park North Rim. **Board of Supervisors**

**Presenter:** Thomas Combrink with Northern Arizona University.

**PowerPoint:** Extending the Season at the Grand Canyon National Park North Rim and Economic Contribution Analysis.

Thomas Combrink, Senior Research Specialist for Northern Arizona University, spoke about the background behind the request for the study. He provided a presentation that highlighted what the study considered and what it did not consider when trying to estimate the economic contribution if the North Rim stayed open an additional four weeks. The study included two states and reviewed the economic contribution and travel costs of extra visitors in the region.

Vice Chairwoman Fowler noted this is an economic project the Board has been working on for years. There has been a question as to why the North Rim of the Grand Canyon closes on November 15th each year and does not reopen until May. She spoke about the economic impact the closure has on local economies. The County requested NAU to do the study to look at the impact. She thanked Grand Canyon Park staff and talked about how they started the Navajo Bridge Star Party to help the area with revenue. The study shows how important it is to the region to keep the Park open. She thanked Tom, and Wade and their staff in helping to tell the story.

Supervisor Parks noted he has one community in the area, Cameron, and is amazed at the numbers from the study. He thanked Mr. Combrink and said it was a great survey. He hopes we can get the North Rim to stay open year-round.

Supervisor Ryan thanked Mr. Combrink and stated that they got into discussions with Kane County and Page on this and they expressed their concern of the impact when the North Rim closes. This is a good tool to try to leverage lobbying efforts in Washington.

Supervisor Archuleta also thanked Mr. Combrink and expressed her appreciation.

Vice Chairwoman Fowler left the meeting at 3:50 p.m.

20. Discussion and possible direction to staff on prioritization of the federal policy agenda for the County. **Public Affairs**

**Presenter:** Public Affairs Director Eric Peterson.
Public Affairs Director Eric Peterson spoke about the National Association of Counties (NACo) Conference schedule of events and the need to drill down a list of draft policy priorities for the Board to advocate to the federal government.

The Board and Director Peterson conferred regarding the draft list of policy priorities.

21. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

- Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  - District 4- Supervisor Jim Parks
  - District 2- Supervisor Elizabeth Archuleta
  - District 3- Supervisor Matt Ryan
  - District 5- Supervisor Lena Fowler
  - District 1- Supervisor Art Babbott
- County Manager's Report
- Board Planning Calendar
- Events Calendar
- Chair's Report
- Update, discussion, and possible direction to staff regarding Local, State and Federal Issues
- Recognition of Sup. Fowler & Greg Nelson for completion of the NACo High Performance Leadership Academy

Clerk of the Board Lindsay Daley reviewed upcoming events for possible quorum postings and the Board’s planning calendar.

Chairman Babbott returned to address Agenda Item #19 at 2:13 p.m.

The Board returned to Roundtable at 3:51 p.m.

Public Affairs Director Eric Peterson provided updates on proposed state legislation.

The Board provided feedback on the proposed legislation.

County Manager Jayne provided brief updates on various projects that County staff is working to facilitate.

Supervisor Elizabeth Archuleta left the meeting at 4:33 p.m.
Individual Board members provided updates on activities in their respective districts and meetings they have attended.

There being no further discussion, Chairman Babbott adjourned the meeting at 4:49 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

______________________________
Art Babbott, Chair

(SEAL)

ATTEST:

______________________________
Lindsay Daley, Clerk of the Board of Supervisors
Coconino County Board of Supervisors  
Special Session Minutes  
Little America Hotel  
2515 E. Butler Ave.  
Flagstaff, Arizona

**Wednesday, February 6, 2019**

**Present:** Chairman Art Babbott, Supervisor Matt Ryan, Supervisor Elizabeth Archuleta  
**Absent:** Vice Chair Lena Fowler and Supervisor Jim Parks  
**Also Present:** County Department Directors and staff

**Special Session:**

1. Presentation by Gary Ridge and follow-up discussion at the Coconino County 2019 Leadership Summit on February 6, 2019. Public Works. **County Manager**

Chairman Babbott convened the special session at 10:20 a.m.

Chairman Babbott provided opening remarks to welcome staff and thanked them for being there. Chairman Babbott then introduced Jimmy Jayne, County Manager.

County Manager Jimmy Jayne thanked Supervisor Archuleta for her passion to get us where we are today. Mr. Jayne thanked County staff. He introduced Garry Ridge the President of WD-40 and provided a brief background of Mr. Ridge’s career.

Mr. Ridge explained that he is going to share a journey they have been on that was not easy to create, a culture at WD40 that they are proud of. He explained that many people go to work and are not engaged and are not working towards the mission of the organization and not having fun.

Mr. Ridge explained that the culture of learning and teaching creates a highly engaged workforce. A positive environment of learning and teaching. Mr. Ridge explained the “Why,” “How” and “What” for the WD-40 organization. The “Why” is WD-40’s purpose, they exist to create positive lasting memories in everything they do. They solve problems, make things work smoothly and create opportunities. He explained “How” they do it. They create memories by cultivating a tribal culture of learning and teaching which produces a highly engaged workforce.
who live the company’s values every day. Mr. Ridge explained the “What” of their organization-their mission. Their mission is to deliver unique, high-value and easy-to-use solutions for a wide variety of maintenance needs in workshops, factories and homes. They market and distribute their brands across multiple trade channels in countries all over the world.

Mr. Ridge talked about the history of WD-40 and how the company got to where they are today.

Mr. Ridge explained the Four Ps in the WD-40 organization: people, purpose, passion and products. People are needed. Purpose is a contribution you make (enabling people to have better lives). Passion comes from within- the organization does not give that to you. Products are the services delivered. He explained that they start with people and have a tribal culture, in their organization. All leaders in the organization need to buy in to people first. He explained that the “purpose” is the why and that values are important in an organization.

Mr. Ridge explained that in the WD-40 organization they do not make mistakes- they either win or they learn. Mistakes are called learning moments. He explained that outcomes need to be looked at as learning moments and they share the things that are not working well and amplify those things that are working. To have such an environment trust is needed, where leaders do what they say they are going to do. Mr. Ridge explained that as a leader you are always being observed.

Mr. Ridge explained the four pillars in the WD-40 organization: care, candor, accountability and responsibility. Care refers to leaders clearly communicating the strategic plan and enabling people to do their job. He explained that as leaders we need to cheerlead and enable and sweep the obstacles out of the way. Candor refers to no lying, no faking and no hiding. He explained that people fake and hide because they have lost trust with those they work with and the expectations are not clear. Accountability refers to communicating expectations. He stated that in the WD-40 organization they have coaches who help with reflection and redirection rather than Managers and Supervisors. Responsibility refers to the tendency to want to blame others.

Mr. Ridge explained the values of WD-40: value doing the right thing, creating positive lasting memories in all relationships, value making it better than it is today, succeeding as a tribe while excelling as individuals, owning it and passionately acting on it, sustaining the WD-40 company economy. Mr. Ridge shared examples in relation to these values in the WD-40 organization. He explained that values are a powerful tool of communication and performance management. Coaches need to be able to help people become their better selves.

The Maniac Pledge in the WD-40 company was explained by Mr. Ridge. It states: I am responsible for taking action, asking questions, getting answers, and making decisions. I won’t wait for someone to tell me. If I need to know, I am responsible for asking. I have no right to be offended that I ‘didn’t get this sooner.’ If I am doing something others should know about, I am responsible for telling them.” Mr. Ridge stated that transparency is important.

Mr. Ridge explained that the feeling of belonging is what people need in an organization. He talked about Maslow’s hierarchy. Mr. Ridge also talked about tribal attributes: learning and
teaching, values, belonging, future focus, specialized skills, warriors and celebration. Mr. Ridge explained that as a leader our job is to learn and teach. As warriors, they are there to protect our people. He explained it is important to celebrate in good and bad times.

Mr. Ridge explained the 10 traits of leadership. 1. Leaders involve their people 2. Leaders are always in servant leadership mode. 3. Leaders are expected to be competent. 4. Leaders are connected with a high emotional intelligence. 5. Leaders exercise good judgement. 6. Leaders need to have a strong sense of self-worth. 7. Leaders are champions of hope. 8. Leaders move forward. 9. Leaders do what they say they are going to do. 10. Leaders value the gift of contrarians and feedback. Mr. Ridge shared a story about his mom to stress that feedback is a gift and great leadership is about treasuring the other person and you being that other person as well.

Mr. Ridge went over the characteristics of soul-sucking CEOs: they manage their people by fear, break their promises and don’t like being challenged by opposing or additional ideas. Mr. Ridge explained that leadership is a balance in being tough minded and tender hearted and the genius is in the middle.

Mr. Ridge talked about the WD-40 organization’s employee survey results. 99% of their employees love to tell people they work for WD-40, employee engagement is 93%, 97% of employees respond that they know what is expected of them, 98% feel their opinions and values are a good fit, 96% have respect for their coach, 97% responded they are clear on their company’s goals.

Mr. Ridge thanked listeners and attendees for letting him share their journey at WD-40.

Attendees stopped for lunch at 11:35 a.m.

Attendees finished lunch and started back with the discussion at 12:22 p.m.

County Manager Jayne introduced Supervisor Archuleta as the facilitator who asked questions of Mr. Ridge from the attendees.

Supervisor Archuleta asked Mr. Ridge to share why and how he started down the path of focusing on the culture at WD-40, specifically what he saw and felt and why he continues to invest in the organization’s culture. Mr. Ridge explained that in 1997 he was given the opportunity to lead the tribe and he decided to go back to school. He went back to school for leadership and he needed to train himself to be an I person, how to build engaging teams and deal with change and challenge. He started to try what he was learning from school with the WD-40 company. He explained that when we add too much value it then decreases motivation. He stated he is curious and likes to experiment. He keeps doing it because happy people create happy families that create happy communities.

Supervisor Archuleta spoke about her personal journey at the County to create a team and a sense of belonging. This included what she learned as a child of bringing her best self and giving back to the community. She stated that we should have fun at work and enjoy working there. She
likes the idea of coaches rather than mentors. She wants people to love working for Coconino County and feel proud to work there.

Supervisor Archuleta asked Mr. Ridge what pieces of advice he has in how the County organization may begin to create that feeling and what is the “it.” Mr. Ridge explained that it is about being the you that you want to be. He stated that it helps to think about the 95 year-old you and think about all the things that the 95 year old you would tell yourself to do. Think about what you would you do if you were not afraid. He explained that it gets back to fear and trust.

Supervisor Archuleta asked Mr. Ridge about his use of the word love and his idea of love and unconditional love used in the organization. Mr. Ridge explained that it is about caring for people because it creates happy people and it is better to be around happy people.

Supervisor Archuleta took questions on cards from the audience.

Supervisor Archuleta asked Mr. Ridge how he deals with self-doubt. Mr. Ridge explained that a lot of it is not self-doubt it is more about not being aware. When he has doubt he asks himself why it is it he believes this. He said he gets comfortable with not being perfect.

Supervisor Archuleta asked Mr. Ridge how he weaves diversity and inclusion into the WD-40 organization. Mr. Ridge explained that it is important to have respect for all people. He stated that inclusion brings diversity. He talked about all the different nationalities that work for the organizations. The company celebrates what is unique for cultures among the whole company. Inclusion is about inclusive- be inclusive.

Supervisor Archuleta asked Mr. Ridge how long it took to see improvement in the WD-40 organization. Mr. Ridges answered 3-5 years and it is very difficult in the beginning because there is no trust.

Supervisor Archuleta asked Mr. Ridge what WD40 does to onboard new team members. Mr. Ridge stated that it starts with the day employees apply. He explained that they start off with the process of being around values and aligning with those values. Employees are assigned to a mentor. They have leadership labs with leadership development that teach the elements of leadership. All employees go through this training. Mr. Ridge explained that he talks to each person 3-4 months after they start and asks them if they lied to them. He stated that in the US the WD-40 organization has have retention rates that are twice as much as the average.

Supervisor Archuleta asked Mr. Ridge how one has a work life balance in a time with so much technology. Mr. Ridge stated he does not think there is a generic answer for work life balance.

Supervisor Archuleta asked Mr. Ridge how he has coached people whose ego eats empathy and have they changed. Mr. Ridge answered that without a dramatic event it is hard for them to change.

Supervisor Archuleta asked Mr. Ridge how he finds balance between being tough and tender
hearted with accountability. Mr. Ridge answered that it doesn’t conflict if there is clarity around what the goal is.

Supervisor Archuleta asked Mr. Ridge that within his coaching modeling how he handles managing up. Mr. Ridge answered that if one is trying to manage up then there is an issue and there is not transparency. He stated he does not believe in hierarchy.

Supervisor Archuleta asked Mr. Ridge what the performance evaluation looks like at WD-40. Mr. Ridge answered that they identify what an A looks like (doing a good job), which includes values. Three months later there is a conversation with the employee and they go from there.

Supervisor Archuleta asked Mr. Ridge how he grows himself as a leader. Mr. Ridge stated he is always curious and a forever learner.

The Director of Adult Probation, Sarah Douthit, provided Mr. Ridge a thank you gift.

Supervisor Archuleta thanked Mr. Ridge.

Chairman Babbott adjourned the special session at 1:47 p.m.

Coconino County Board of Supervisors

________________________________________
Art Babbott, Chair

ATTEST:

________________________________________
Lindsay Daley, Clerk of the Board
Present: Chairman Art Babbott and Supervisors Matt Ryan. Vice Chairwoman Lena Fowler was present telephonically. Supervisor Elizabeth Archuleta arrived in person at 10:54 a.m.

Absent/Excused: Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 10:04 a.m. and led the pledge of allegiance.

Call to the Public:

There were no comments from members of the public.

Work Session:

1. Presentation and discussion regarding the Zoning Ordinance Update.
   Community Development

Present: Community Development Director Jay Christelman.
Community Development Director Jay Christelman continued with a review of proposed Zoning Ordinance changes to Chapter 6 – Definitions and Land Use Tables; beginning at the bottom of page 2 of the Draft Land Use Table where he left off during the last discussion with the Board.

Director Christelman and Assistant Community Development Director Jess McNeely answered questions asked by individual Board members related to the Draft Land Use Table.

Chairman Babbott called for a break at 10:34 a.m. as Vice Chairwoman Fowler’s phone call failed.

Chairman Babbott reconvened open session at 10:38 a.m. when Vice Chairwoman Fowler was reconnected telephonically.

Supervisor Elizabeth Archuleta arrived in person at 10:54 a.m.

Individual Board members provided feedback on proposed Zoning Ordinance changes to Chapter 6 and Land Use Tables.

2. Presentation and discussion on Youth Employment and Engagement Program.  
   **Human Resources**

   **Presenter:** Human Resources Director Erika Philpot.

   **PowerPoint:** Youth Employment and Engagement.

   County Manager Jayne introduced the item.

   Members of the audience introduced themselves to the Board.

   Human Resources Director Erika Philpot provided a powerpoint explaining that the purpose of the program is to engage youth between 16 to 18 years of age in public service careers by providing foundational career starting skills, while igniting their passion for the future; last year’s program had 41 applicants and 23 participants.

   Upon inquiry from Chairman Babbott, Ms. Philpot explained that some of criteria used to select youth included review of participants that were able to fully engage in the program and attend the programs schedule.

   Director Philpot continued with her presentation by highlighting the goals of the program and Youth Leaders in Action (YLIA) schedule. She noted the 23 students in the program worked to develop administrative skills and learned how services were important to the community. One of the challenges last year included the late start of the program, the need for stronger advertising, consistency in application and onboarding materials and the need for leadership opportunities.
Upon inquiry from Vice Chairwoman Fowler, Director Philpot stated the criteria for the program was teens aged 16 to 18, the students could be out of school but must be available for the program hours. Staff will be reaching out to students in outlying areas in the future.

Director Philpot reviewed the upcoming program timeline and feedback received from last summer’s survey.

Vice Chairwoman Fowler expressed her desire for the program to include youth in outlying areas.

Flagstaff Unified School District Human Resources Director Dawn Anderson spoke about employment opportunities for their student workers. She noted they could do a recruitment fair that includes outlying schools.

Vice President of United Way of Northern Arizona, Carol Dykes, highlighted partnership programs that could possibly utilize the youth employment program.

Director Philpot answered questions asked by individual Board members related to the program and the wage cost per participant both within the County and through external partner employment.

County Manager Jayne expressed his appreciation of community partners and Human Resources and Career Center staff.

Chairman Babbott called for a break at 11:55 p.m.

Acting Chair Supervisor Ryan, on behalf of Chairman Babbott who was not present, reconvened open session at 1:20 p.m.

**Work Session continued:**

3. Presentation and discussion on Implementing the Superior Court Merit System.

**County Manager**

**Presenter:** Director of Special Initiatives Kim Musselman.

**PowerPoint:** Coconino County Joining the Superior Court Merit System.

Director of Special Initiatives Kim Musselman introduced the item. She introduced the Honorable Superior Court Judge Dan Slayton, Chairman of the Judicial Performance Review Committee Mike Hellon, Paul Julian Office of the Court, Deputy Court Administrator Sharon Yates and Deputy County Attorney Brian Furuya.

Mike Hellon provided a presentation that explained the constitutional requirements related judge vacancies, appointments to the Nominating Committee and subsequent Trial Court
Appointments. He discussed the lack of provisions for a method to appoint a nominating committee as well as, rules for the committee’s procedures.

Mr. Hellon answered questions asked by individual Board members related to the timeline for the Board’s recommendations for Trial Court Appointments.

Arizona State Bar Association President Elect and Coconino County Deputy County Attorney Brian Furuya noted the Commission on Trial Court Appointment process proceeds independently however, the Board of Supervisors has a say in the process. He answered questions related to qualification requirements.

The Board and Mr. Mellon conferred about possible ways to move forward with best practices to make recommendations for appointments to the district committees.

Mr. Mellon noted he anticipated by this time next year, the Judicial Performance Review Commission will have people appointed. This is a collaborative effort and all parties are in this together. He spoke about the structure of the Commission on Trial Court Appointments and said that currently, there are surveys being distributed to evaluate the performance of various judges. During the last cycle, the Commission surveyed ninety judges, of them only thirteen were interviewed, subsequently all thirteen received a recommendation to be retained. The one thing that will get a judge in trouble is rudeness and arrogance in the court room.

Chairman Babbott returned to the meeting at 2:41 p.m.

Supervisor Ryan noted the Board has directed staff to bring back best practices to be evaluated and expedite coordination with the Bar, reach out to Governor’s counsel in good faith to let them know we are working on this.

Chairman Babbott inquired about party affiliations. Mr. Mellon affirmed that whatever party exists are included.

Paul Julian, Judicial Education Officer for the Supreme Court, stated the Board has full cooperation, the AOC supports the Board and offers support. He reiterated that the Board’s responsibility is to set up TCNC – Trial Court Nominating Committee. The Commission on Trial Court Appointments is the office of the Governor. He spoke about the issue with the Tribal Bar, this is a perfect issue to put this on the State’s agenda. Coconino County has the largest population of Navajo and Hopi Tribes so there is a need. Please let the Office of Supreme Court help in any way.

Vice Chairwoman Fowler thanked everyone for their work and for the suggestion to get on the organization’s agenda.

Chairman Babbott called for a break at 3:02 p.m. and reconvened open session at 3:21 p.m. Supervisor Fowler was present telephonically. Supervisor Archuleta was not present.

4. Presentation and discussion on Paid Parental Leave Program. **Human Resources**
Presenter: Human Resources Director Erika Philpot.

PowerPoint: Paid Parental Leave.

County Manager Jayne introduced the item. He explained that a survey completed by County employees resulted with a request for paid parental leave.

Human Resources Director Erika Philpot reviewed statistics related to various paid leaves around the United States in both the private sector and public sector. She further reviewed the current paid leave offered by the County as well as, the criteria for eligibility.

Individual Board members provided feedback on the information presented and expressed their support.

Chairman Babbott requested staff talk to Supervisor Parks and Archuleta to get their perspective on a pay back provision.

Motion: Enter executive session, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Vice Chairwoman Lena Fowler. The motion passed unanimously.

Executive Session:

5. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult 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 and to instruct its attorneys regarding the Board's position. Facilities

Present: Chairman Art Babbott and Supervisor Matt Ryan. Vice Chairwoman Lena Fowler was present telephonically.

Absent/Excused: Supervisor Jim Parks and Supervisor Elizabeth Archuleta.

Also Present: County Manager James Jayne, Deputy County Attorney Rose Winkeler, Facilities Director Sue Brown, Assistant Facilities Director Eslir Musta, Clerk of the Board Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott convened the executive session at 4:09 p.m.

Chairman Babbott adjourned the executive session at 4:27 p.m. and reconvened open session.

Work Session - continued:

6. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.
• Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  o District 4- Supervisor Jim Parks
  o District 2- Supervisor Elizabeth Archuleta
  o District 3- Supervisor Matt Ryan
  o District 5- Supervisor Lena Fowler
  o District 1- Supervisor Art Babbott

• County Manager's Report
• Board Planning Calendar
• Events Calendar

• Chair’s Report

• Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

County Manager Jayne provided brief updates on various projects that County staff is working to facilitate.

Clerk of the Board Lindsay Daley reviewed upcoming events for possible quorum postings and the Board’s planning calendar.

Public Affairs Management Analyst Greg Nelson provided updates on proposed state legislation.

Individual Board members provided updates.

Chairman Babbott stated he attended the Athena awards. Also, he may be bringing a letter forward for biomass rule making.

Supervisor Ryan stated the Fort Tuthill Military Museum is planning to request money for community initiative funds. Also, the veterans’ cemetery may also request said funds.

Supervisor Fowler stated that at the state level they should be taking a position and taking it to CSA for action. Supervisor Ryan stated he will explore that.

Supervisor Fowler said there is a team working on the Colorado Plateau Summit.

Chairman Babbott adjourned the work session portion of the meeting at 5:07 p.m.
Present: Chairman Art Babbott, Supervisors Matt Ryan, and Supervisor Jim Parks. Vice Chairwoman Lena Fowler was present telephonically.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 6:07 p.m. and led the pledge of allegiance.

Call to the Public:

There was no member of the public that spoke.

Proclamation:

7. A proclamation of the Coconino County Board of Supervisors recognizing 2019 as the Centennial of the Grand Canyon National Park. Board of Supervisors

Public Affairs Director Eric Peterson introduced the proclamation.

Chairman Babbott noted he will travel to the Grand Canyon on February 26th for the centennial celebration and spoke about the importance of the park. He read the proclamation into the record.


Individual Board members commented on upcoming Centennial of Grand Canyon National Park.

Board of Supervisors Consent Agenda:

Motion: Move to approve consent agenda items 8 through 12, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

8. Approve the minutes from the Board of Supervisors’ meetings conducted March 27, 2018 and January 29, 2019.
9. Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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10. Approve Community Grant Funding request from District 1 in the amount of $2,824.00, to Northern Arizona University Foundation, to assist with providing assessment of ground water conditions and water quality for Fort Valley residents with domestic water wells. Board of Supervisors

11. Approve the retention of Roberta Livesay of Helm, Livesay, and Worthington for all active and pending cases related to appeals of tax valuations for solar panel equipment. County Attorney

12. Approve the appointment of Amy Criddle as Judge Pro Tempore/Commissioners for Superior Court in Coconino County for the remaining months of Fiscal Year 2019 and for Fiscal Year 2020. Courts

Action Items:

13. Approve a Fiscal Year 2019 budget amendment, in the amount of $143,000, to increase the mandated case-driven Judicial Services General Fund budget. Courts

Martie Delgadillo with Court Administration explained the request for a budget amendment; partially due to 11 jury trials and their respective required services. Court Interpreter fees alone this year was about $70,000.00. Another shortfall is costs for Court Reporters, we are short two who recently retired. Due to the current rate of expenditure, we are expecting about a $180,000 shortfall. She answered questions related to the request.

Motion: Approve a Fiscal Year 2019 budget amendment, in the amount of $143,000, to increase the mandated case-driven Judicial Services General Fund budget, Action: Approve, Moved by: Supervisor Jim Parks, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

14. Approve an Intergovernmental Agreement among Coconino County, Coconino County Free Library District, and the City of Flagstaff, an Arizona Municipal Corporation for the administration, operation and maintenance and capital improvements at the Tuba City Public Library. Facilities
Facilities Management Director Sue Brown explained the purpose of the Intergovernmental Agreement.

**Motion:** Move to approve Item #14, **Action:** approve, **Moved by:** Vice Chairwoman Lena Fowler, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

Supervisor Matt Ryan read the entire agenda item into the record.

Chairman Babbott called for the vote; the motion passed unanimously.

15. Approve the appointment of Joni Pope, term to expire 2020, Mary Landahl, term to expire 2022, and Pamela Quist, term to expire 2022, to the Badger Creek Domestic Water Improvement District Board. **Board of Supervisors**

Clerk of the Board Lindsay Daley explained this item was to appoint three people to the Badger Creek Domestic Water Improvement District. They are registered to vote in the district.

Vice Chairwoman Fowler noted these individuals live within the district, are voters and meet the criteria to maintain the water district board.

Supervisor Ryan asked Vice Chairwoman Fowler if the board members know they will have responsibilities serving on the board. Vice Chairwoman Fowler affirmed they do and said they are having another meeting to go over the requirements.

**Motion:** Move to approve Item #15, **Action:** approve, **Moved by:** Vice Chairwoman Lena Fowler, **Seconded by:** Supervisor Jim Parks.

Chairman Babbott called for the vote; the motion passed unanimously.

Chairman Babbott noted the Board would address public hearing item #18 out of order to accommodate the applicant that is present.

16. Approve Resolution 2019-05, a resolution opposing wildlife killing contests conducted in Coconino County. **Board of Supervisors**

Chairman Babbott returned to item #16 at 6:38 p.m. and spoke about the fact that everyone present should bring a level of respect to all aspects of conversation moving forward with this item tonight. He also reminded the public that the item is posted for action, it could be taken or may not be taken, but that will be determined later.

Public Affairs Director Eric Peterson introduced the item and read the resolution into the record.

Chairman Babbott provided a brief background on how the resolution came before the Board. He said it is important to remember that Arizona Game and Fish has full authority over all wildlife laws and hunting regulations. It is quite frequent that the Board take a stance as to how they feel on certain subjects. Please understand the Board is not and cannot change a law that the Game
and Fish has authority over. Resolutions are often comments on values or perspectives, they do not change the law.

Supervisor Jim Parks passed out a separate version of a resolution he revised to the public and read it into the record. He explained that the Board could not adopt his proposed resolution tonight as it was not on the agenda for consideration. He further noted he spoke to a Game and Fish Representative last night and he will make a motion to continue the resolution that is posted on tonight’s agenda until we figure out what Game and Fish is going to do.

Supervisor Ryan noted the resolution in our packet can be modified and adopted tonight. This is the purpose of the public process.

Deputy County Attorney Winkeler affirmed that the title can be changed as long as it is not so different a resolution that was drafted and within the topic.

Chairman Babbott agreed there is latitude.

Vice Chairwoman Lena Fowler said she would rather listen to the public first before making any comments.

Chairman Babbott opened public comment at 7:04 p.m.

Kay Bordwell, 1427 West Cochran Ave., a resident since 1971 and an educator, said she didn’t realize this type of hunting was going on. Arizona has come a long way, it has grown up a lot and changed. We need to look at what is good for us now. As citizens of Flagstaff we need to look at our values and our environment. Where are we going in our future? These types of unethical sports we need to let go of.

Matthew Horn, 6915 Leupp Road, said he is here to state on the resolution. He’s lived here for 18 years and this has been going on. He said he is in full support of it. These events are held to help ranchers out with protecting calves, deer, elk, antelope, home pets, etc. This also helps raise money for other benefits. He said he helped set up some of these for outfitters that help disabled children and raise money to rent camping spots, buy rifles, ammo, medication, etc., to be used for enjoying hunting. It is also a way to protect our personal land. A lot of it is to protect his property. It is to protect more of the smaller livestock.

Mark Darris, resident at 2255 Co Bar Trail, Flagstaff, said he participates in quite a few of these events and they are portrayed as blood sport but they are for 4-H. They raise funds and often donate; one event was just done where money was given to a family who lost their house. This also helps manage the coyote populate. The Arizona Daily Sun had an article, in 1992 the antelope was in the thousands on Anderson Mesa, by 2004 there was a couple of hundred. Twenty-five years ago, there were a lot killed, but not since then. They are for benefit to support a child from Flagstaff that had brain cancer.

Theresa Knox, resident of Williams, said hunts are not just to eat but because of the issue of coyotes. This has to do with funding money for 4-H itself, but frankly the coyotes are not in
danger. She is startled that this is on the agenda to be adopted when we haven’t even received anything. Do not forget those of us that are a part of this.

Eric Gerharter, Bellemont resident, encouraged the Board to think before encroaching on civil liberties. Be very deliberate before determining what people can do on public lands.

Kathryn Nelson, lives on Stardust Trail, said she has lived in the West a long time. She feels like predators are a crucial species to our environment. It is unethical for individuals to have killing contests. Shouldn’t be betting, gambling, etc., as there are other ways to have organized hunting.

Julie Street stated this has been so fast moving, we haven’t had a lot of time to look at the resolutions and need time to research what is going on. They both need to be on the agenda. The Board should represent us, should listen to us.

Walter Knox said he is worried about killing for profit. Killing wildlife for contests is the next thing gonna be killing? This could affect outfitters, guides, people who take people on guided hunts. Will this affect that? We need to be careful how we word this. I hunted all my life, we have no shortage of coyotes. We are in no danger of wiping them out. He requested the Board not to support this.

Mike Street cautioned the Board to lean towards what the residents here feel, not a resolution from another county. We are taxpayers here. The same people fighting this compared me to a serial killer. This is a legal hunt and it is fair. Some of the statements being made tonight show that people don’t even know what’s going on. We don’t just gather them up and shoot them like fish in a barrel. He requested the Board put more thought into this and look at what is legal and allowed.

Hunter Weems said our goal is to help facilitate management of wildlife. He spoke about the Dawson Foundation; we’ve raised nearly $10,000 in the last ten years. The events benefit others. This may not be your conventional way of raising funds, but it is our way. Keep our freedoms unregulated.

Ruthanne Penn stated she supports the resolution before the Board tonight. She does not believe in killing multiple animals, multiple species to give to good causes. I am not opposed to hunting or firearms. She understands hunting if the intent is to have food, but the killing of multiple animals is despicable.

Doug Treadway, 14715 Tanya Blvd., Dewey, said he is not a resident but served on Dewy Humboldt Town Council for four years. He fully understands that making a decision on a controversial issue is not easy. There was an incident years ago where a gentleman stopped and shot geese flying around for no reason and then drove off. That event branded a real image in his memory. The senseless, wanton killing of wildlife has no place in society. He is not opposed to ethical and legal hunting. He believes he is old school by hunting with a fair chase principle. Predators play important roles in the natural scheme of things. The question to ask is when is needless thoughtless killing even justified. He supports the resolution.
Emily Renn, resident of Flagstaff, 2220 E. Hemberg Drive, is a wildlife biologist by profession. She worked on farms and was an avid hunter who advocates for predators and has worked on many research projects funded through Arizona Game and Fish for years. This does not follow the public sentiment of co-existing with wildlife. She supports the resolution as it stands and does not believe the language of Mr. Parks resolution represents the science behind the killings. The Arizona Commission did pass something opposing contest killings.

Chairman Babbott noted Deborah Sellers is in support of the resolution but does not wish to speak.

Joe Farnsworth spoke about God and the differences between hunters and coyotes. It is not about just blowing the animals head off. God knows what he is to do. The Book of Genesis says God will destroy.

Chairman Babbott noted Diane Weinberg supports the resolution but does not wish to speak.

Tina Meredith, a Phoenix resident, noted there are so many things to speak about. There are 15 killing contests she is aware of. These contests can happen in any game management unit. Arizona Game and Fish does not recognize killing of coyotes as a management tool. She spoke about wildlife killing contests becoming a business model.

Matt Francis of 1411 Galaxy Lane, Prescott, Arizona, said he supports the raising of funds for noble things but does not support the slaughter of animals. He said scientific methods and actual facts are important. The comments he is hearing are over one hundred years old. If you leave coyotes alone they will self-regulate their populations. You are enabling a compensatory response. Killing causes more coyotes as it messes with evolution. This is a problem morally. Tell me how many AR-15’s you can find on the internet. These hunts are not fair chase. He favored the resolution.

Douglas Whitehead thanked the Board for the opportunity to speak. He is a resident of Coconino County and opposes the resolution. Hunts are crucial and raise money for good causes. This was presented in a very rushed manner by people not from our County. He fully supports Jim Parks’ version of the resolution. The Board should not be influenced by residents outside of this county.

Betsy Klein said you do not have to be resident of the County, these are public lands and we all have a voice about our public lands. In our neighborhood, when someone needed help you checked on them. I was raised a rancher and never called these hunts a contest. She has a binder of facebook posts with selfies and quotes that are so grotesque.

Chairman Babbott noted he has two cards from Toni Seff and Zack Seff who are opposed to the item but does not wish to speak.

Jean Myers, 3227 N. Monte Vista, Flagstaff, said wildlife is for all of us. She favors the resolution. We went down this road in 1999.
Chairman Babbott provided a follow up from Bonnie Stewart, clarifying she is in favor of the resolution. Also, Annette Sunda is in favor but does not wish to speak and Amy Knudsen is in favor of the resolution but does not wish to speak.

Cody Bradshaw, 3186 Wright Hill Lane, resident of Parks, spoke in opposition of the resolution and read some comments. Last year he sponsored a contest and donated money to combat veterans. Other contests raise tens of thousands of dollars. This is a way for people and families to get outside for a good cause. You are the Board of Supervisors and not the Game and Fish. The Board should think twice about this as hunters will remember how to vote when it comes to the next election. The public pays for the opportunity to go out and help manage wildlife populations.

Jeremy Street, Coconino County resident, said he is not the most experienced but can say that there is a biblical reference made in the story of Cain and Able. Part of this resolution may prevent ranchers protecting his flock. He was in 4-H and lost some animals to coyotes. It may be seen as unethical but that is a consequence of populations expanding out, room has to be made one way or another.

Greg Marcino, 3256 N. Government Prairie Road in Parks, noted he chose to live in Coconino County because of its rich history. You should google and see where and how the conservation of animals have truly come from. It is all from hunting and sporting. His biggest fear is that hunters always have something brought onto them. Nationwide there has to be a point where hunting is our true right. A lot of what has happened is bad because of social media. I follow a lot of different groups throughout the country and there are a lot of people that join in order to tear down hunters. He supports Mr. Park’s resolution.

Galene Soper, resident of Coconino County, said she has a ranching background and is a 4-H leader. She spoke about hunting being a part of life and that she loves science and ranching but does not like the indiscriminate concept of contest killings. She favors the resolution because it is morally wrong to kill indiscriminately.

Jake Rogers, 2669 N. Peak View, manages a large ranch and fourteen other ranches. He is a fifth-generation rancher and from a rancher’s perspective, animal depredation is being done through ranchers and management hunts. During the day he sees plenty of times where a brand-new baby calf or heifer is split open by coyotes. It is an economic loss; he lost 3% of his stock three years ago due to predators. All ranchers will tell you the coyotes are opportunistic animals that will kill. If you are looking at facebook you are going to find crap. The Board needs a realistic look form all sides. Please consider Mr. Parks’ resolution.

Public participation cards from Jeff Contreras, Kelsey Chiaverini, Jim Johnson and Elizabeth Graham were submitted in opposition of the item but they did not wish to speak to the Board.

One public participation card from Cornilia Schmutz, was submitted in support of the item but she did not wish to speak to the Board.

Chairman Babbott closed public comment at 8:06 p.m.
Supervisor Parks noted his resolution is in opposition of the one presented tonight. He re-read a statement from a Game and Fish representative he spoke to the night before. He said he has been a supervisor for two years and has seen coyotes attack calves, they only attack newborns not the older calves. He spoke about several instances from his past as a rancher where coyotes attacked his herd and how wise the coyote gets when hunting. The hunters here tonight are trying to thin out predators. According to game and fish science, when you kill off 50% of the coyotes in an area it makes no difference in the birthing rate of the coyote; you’d have to kill off 70% to increase it. The hunters are trying to hunt what they hunt, their food source.

Chairman Babbott asked people in the audience to stop speaking out.

Vice Chair Fowler asked since we have people that host the killing contests for fundraising, what are the kinds of animals allowed to be killed? How many events took place? How many animals and types were killed?

Chairman Babbott stated bobcats, foxes and coyotes were three that do not require tags as well as other rodents and rabbits.

Hunter Weems said the average killed at check in was 15 coyotes, 6 or 7 foxes and one or two bob cats. Coyotes are the most predominate that were turned in. Mountain lions are legal to harvest but they have not been turned in. A majority of the events are coyotes only and there are no restrictions.

An unknown man said mountain lions are restricted so you have to check in every day to see.

Vice Chairwoman Fowler noted she has helped on a ranch and never lost a calf or sheep to a coyote. She is disturbed by the outright killing of animals. In early history, animals were almost wiped out, like bison and eagles. It is disturbing to just kill animals. She noted she is not in favor of the slaughtering of wildlife for contests. If it is going to be regulated, the Game and Fish needs to manage the population just like other animals with permits issued.

Chairman Babbott noted since Supervisor Parks brought forward the potential that Game and Fish is entertaining a ruling on this issue, is this something you would like to have?

Vice Chairwoman Fowler noted we do not know when it will take place and the animals are defenseless; she is not in favor of it.

Supervisor Ryan said this is an issue with a lot of passion. There were emails submitted in support and against; 20 for and 15 against. Looking at wildlife management is important, but we reach the point where we forget that whatever ends up on our table was an animal killed. These are not easy questions to answer. His own perspective is that it is an indiscriminate tool being used. Our resolution is non-binding and the Game and Fish has purview over this issue. He said he supports the proposed resolution.

Supervisor Parks re-read the end of his proposed resolution into the record.
Chairman Babbott said he is not in support of a sterilized landscape but agrees with part of Supervisor Park’s resolution. Game and Fish is modeled after user fee-based funding. He feels strong about preserving a landscape that is welcoming to those who want to know where their food comes from and want to take a part in angling and hunting. There are a lot of ranches closed to hunters. The fact that the State could come in and close down public lands that we cherish is terrifying. Quantity based hunting is causing unintended consequences.

The Board discussed bringing the resolution back with refined language after speaking to Arizona Game and Fish.

Chairman Babbott noted we do need to include language that does not support contest killings. We need a resolution that directs our perspective to Game and Fish but we need information on the number of the events being held, what animals are being taken and how many. We need to engage Game and Fish to better understand our conversation. Also, we would like to know if in fact the commission voted against this in the late 1990’s.

Chairman Babbott stated the Board will decline to take any action at this time and may bring it back later.

Chairman Babbott called for a break at 9:15 p.m. and reconvened open session at 9:22 p.m.

Public Hearing:

17. Public Hearing and recommendation to the AZ Department of Liquor Licenses and Control regarding an application for an Owner Transfer of a Series 009 Liquor License from David W. Hallum of Hallum Inc. to Sapin R. Patel and Shrinidhi Kalanidhi Goswami of SHRI I L.L.C., for HWY 89 Chevron, located at 11230 N. HWY 89, Flagstaff, AZ. Board of Supervisors

Clerk of the Board of Supervisors Lindsay Daley introduced the liquor license request for an owner transfer of a Series 009 liquor license. She said there were no comments received from the public and the property was posted for 20 days.

Chairman Babbott opened the public hearing at 9:24 p.m.; there being no comments from the public, the public hearing was closed at 9:24 p.m.

Motion: Move to make a recommendation of approval to the AZ Department of Liquor Licenses and Control regarding an application for an Owner Transfer of a Series 009 Liquor License from David W. Hallum of Hallum Inc. to Sapin R. Patel and Shrinidhi Kalanidhi Goswami of SHRI I L.L.C., for HWY 89 Chevron, located at 11230 N. HWY 89, Flagstaff, AZ, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

18. Public Hearing and recommendation to the AZ Department of Liquor Licenses and Control regarding an application for an Owner Transfer of a Series 006
Liquor License from Hanks Trading Post, LLC, Joe Freeman to Morgan Kelly Fatali, of Easy Joes located at US 89 N MP446, Flagstaff, AZ. **Board of Supervisors**

Clerk of the Board Lindsay Daley noted the property was posted for twenty days and no comments were received. There were no concerns from the Health Department, Sheriff’s Office, Risk Management and Community Development.

Applicant Morgan Fatali briefly spoke about Hanks Trading Post, LLC.

Chairman Babbott opened the public hearing at 6:36 p.m.; there being no comments from the public, the public hearing was closed at 6:36 p.m.

**Motion:** Move recommendation of approval to the AZ Department of Liquor Licenses and Control regarding an application for an Owner Transfer of a Series 006 Liquor License from Hanks Trading Post, LLC, Joe Freeman to Morgan Kelly Fatali, of Easy Joes located at US 89 N MP446, Flagstaff, AZ, **Action:** approve, **Moved by:** Supervisor Jim Parks, **Seconded by:** Supervisor Matt Ryan.

Supervisor Matt Ryan spoke following his second.

Chairman Babbott called for the vote: the motion passed unanimously.

There being no further discussion, Chairman Babbott adjourned the meeting at 9:27 p.m.

**COCONINO COUNTY BOARD OF SUPERVISORS**

__________________________________________
Art Babbott, Chair

(SEAL) 

ATTEST:

__________________________________________
Lindsay Daley, Clerk of the Board of Supervisors
Present: Vice-Chair Lena Fowler, Supervisor Jim Parks, Supervisor Elizabeth Archuleta, all present via phone

Also Present: Public Affairs Director Eric Peterson, Forest Restoration Director Jay Smith, Management Analyst Gregory Nelson, NEXXUS Consultants Bob Holmes and Ana Ma were also present via phone.

Vice Chair Fowler convened the meeting at 3:10 pm

Special Session - Work Session:

1. Discussion, update and possible direction to staff regarding federal policy priorities and schedule of advocacy visits. Public Affairs

Director Peterson began discussion on the Washington DC talking points and how Public Affairs will produce a leave behind folder that will incorporate individual topic leave behinds for congressional offices and administrative visits. Director Peterson noted that a letter has gone out to 4FRI stakeholders for requests in DC.

Director Smith discussed how a potential ask could be having Congress or the Forest Service classify 4FRI as a pilot project. He noted that at the regional level there needs to be support of directives by Forest Service that could extend to 5 years. Another possible issue is a request for amending regional Forest Service Handbooks to dial down a handbook that is specific to the Southwest. Director Smith noted that additional appropriations may be required to managed
federal lands. Director Smith also brought forward a discussion on Federal Highway Administration to see if pilot project designation would allow for the hauling of heavier weights within heavier weights and the market in Phoenix.

Mr. Holmes discussed how having single project has been successful in the past and noted the example of the widening of Lake Mary Road in which there was laser focus. Discussion ensued on transportation and expanding CFL appropriation and possible inclusion forest restoration.

There was discussion on economic development funding on NGS. Vice-Chair Fowler discussed how about 25% of NGS is federally owned and that the ask in DC should be to seed economic development money in a similar way to how federal assistance flowed to local communities when military bases closed.

Mr. Holmes discussed how at a staff meeting with the Bureau of Reclamation staff leadership is supportive to help mitigate the pain of the possible closure, but there is resistance at the Bureau about NGS being classified as federal facility.

There was discussion on the need for broadband investments and how the visits with congress can be a place where the county initiates the conversation that it will pursue grants and will be requesting support letters.

Vice-Chair Fowler discussed how it is important to let Congress know about the North Rim Economic Impact Study. Director Peterson and Mr. Holmes discussed that for now this conversation should occur at the agency level, but that Congress should be aware of the study and the request to expand the season at the North Rim by 2 weeks on each side.

Director Peterson discussed the ask to prioritize uranium cleanup and remediation as an environmental justice issue. Supervisor Parks discussed the importance of keeping the ask separate from the ban on uranium cleanup. Supervisor Archuleta iterated that the Board has taken a position on banning uranium mining around the Grand Canyon. Supervisor Parks iterated that the ban on uranium should be treated independently from the issue regarding the ongoing uranium mining at Grand Canyon. Vice-Chair Fowler discussed how Milton Bluehouse has come to the Board to discuss ongoing cleanup efforts. Navajo Nation has 5 federal agencies working on the Navajo abandoned uranium mine cleanup. Supervisor Archuleta would like an item on the legislative agenda regarding active uranium mining and the moratorium and the bill that Congressman Grijalva will be introducing. Supervisor Parks iterated that he does not want the issue of cleanup to get confused with the issue of active mining. He discussed how the abandoned uranium mines are not just on Navajo Nation, but also exist on private property like owned by the Babbitt Ranches. Supervisor Parks would like to see appropriations to cleanup. Supervisor Archuleta discussed how she would like a discussion at a future board meeting about the possibility of a ban and the supporting the Grijalva bill that will be coming out to end mining around the Grand Canyon.

Director Peterson began discussion on administrative asks regarding Forest Service, Transportation, Economic Development, Public Health, Uranium.
Discussion turned to the schedule in DC. Director Peterson noted that the meeting targeted rates is 6 to 8 meetings on Thursday. Vice-Chair Fowler asked for NEXXUS to give overview of the schedule. NEXXUS led discussion on the schedule. Supervisor Archuleta noted that she will be in DC on Monday and wants to be in the meeting with NRCS either on Monday or Tuesday.

Vice-Chair Fowler Adjourned at 4:13 pm.

____________________________
Lena Fowler, Vice-Chair

(SEAL)

ATTEST:

____________________________
Greg Nelson, Public Affairs and Community Relations Management Analyst
Present: Vice Chair Lena Fowler, Supervisor Matt Ryan and Supervisor Jim Parks. Supervisor Elizabeth Archuleta arrived during the tour at 9:33 a.m.

Absent/Excused: Chairman Art Babbott.

Also Present: County Manager Jimmy Jayne, Deputy Manager Lucinda Andreani, Deputy Manager Marie Peoples, Special Initiatives Director Kim Musselman, Human Resources Director Erika Philpot, Emergency Director Todd Whitney, Commander Cathy Allen, Sheriff Jim Driscoll, Public Information Officer Matt Rudig and Clerk of the Board Lindsay Daley.

Vice Chairwoman Fowler called the meeting to order at 9:12 a.m.

Work Session – 9:00 to 1:00 p.m. – 911 E. Sawmill Road:

1. Discussion regarding the general operations, capital facility needs, video courtroom capacities and mental health programs of the Jail District, and tour of the Adult Detention Facility. Jail District

Motion: Resolve as the Jail District Board of Directors, Action: Approve, Moved by: Supervisor Matt Ryan Seconded by: Supervisor Jim Parks, Passed unanimously.

Vice Chairwoman Fowler started the meeting and went over the agenda for the day. Sheriff Driscoll introduced staff that will be leading the Board of Directors on the Jail District tour. Commander Matt Figueroa started the tour off with the Board of Directors.
The Board went on a tour of the Jail. This included going through where inmates are brought in (intake), looking at the cells in the B housing pod, the outside recreation area, the Hogan, a newly remodeled storage area for inmate belongings, the video court room, and staff offices.

At 10:30 a.m. the tour ended and the Board came back to the auditorium for a presentation by Sheriff Driscoll. Sheriff Driscoll provided a powerpoint presentation to the Board of Directors. He provided information about jail capacity and the population in the different pods. Renting beds generates revenue and the average daily rental is 26 beds. The cost to house inmates is $102 per inmate, per day. He talked about the number of inmates that are not able to pay even the low-cost bonds.

Sheriff Driscoll explained that the number of bookings, length of stay, and average daily population has been steady over the year. The jail population is down right now. The Native American population in the jail averages around 50% and that has been consistent for the last four decades. The female population in the jail has increased over time with 77% male and 23% female. Drugs are one of the causes of this.

Sheriff Driscoll went over the types of crimes committed by inmates and a summary of the booking agency. They have seen a lot of bookings come out of the City of Page, which has been consistent over the years. He also went over the general inmate programs.

Detention Support Specialist Crystal Luna from the Sheriff’s Office went over the statistics for the Fresh Start Re-Entry Program: 201 participants, 81 graduates. She went over the residency: 40% Flagstaff, 31% Coconino County other than Flagstaff. Educational Level: 25% no High School Diploma or GED, 33% High School Diploma, 18% GED, 24% some college or college degree. She also went over the programs they provide. Once released they get assistance from Goodwill with resumes, interview skills and computer classes and work with the recovery court.

Sheriff Driscoll went over the exodus program, the commissary, inmate phone use, visitation and tablet use. Inmates are provided two hot meals a day and each meal costs $.86. The Sheriff also went over capital projects, promotions within the organization, and jail trends.

Sheriff Driscoll provided information on ICE Detainers. There was a total of 78 this year; 51 transported by ICE; 12 transported by other agency; 6 had detainers dropped; 9 in custody on detainers as of February 20, 2019.

The Sheriff went over the 11 local Flagstaff ICE Detainers and explained that they meet once a year with the Mexican Consulate.

The Sheriff talked about healthcare provided in the jail. Mental Health Clinician Summer Wolf from the Sheriff’s Office spoke about mental health and the role she plays in the facility. Many inmates come in with the need to detox off of alcohol and opiates. She talked about the next steps to help the mentally ill in custody.
Sheriff Driscoll spoke about the on-campus court hearing process and the desire to use more technology for court services so that inmates do not need to leave the facility. Supervisor Archuleta stated that the time is right to talk with the City of Flagstaff because they are currently working towards a new courthouse.

Trades Manager Dallas Lilly from the Sheriff’s Office provided an update on the expansion of the Page jail facility. The expansion is for support services (kitchen, laundry, staff offices, conference room, locker rooms, evidence rooms). They are in contract negotiations with the design team and contractor to get the project going. Dallas answered questions asked by individual Directors.

Commander Figueroa went over the future remodel of the Flagstaff jail. They are not at a point they need to expand because of population growth it is more about redesign. There is a need to create an intake area that is separate from the exit area to create a better flow for getting inmates in and released in a timely manner. The Commander answered questions asked by individual Directors.

Director Ryan suggested bringing a Board member along on the trips when they look at ideas for facility remodel. Director Archuleta suggested talking to the community when they move forward in discussions about expansion.

Director Fowler thanked the employees at the Sheriff’s Office and jail and the City of Flagstaff for their partnership. County Manager Jayne also expressed his appreciation.

Director Fowler adjourned the Jail tour portion of the meeting at 12:00 pm for a lunch break.

Acting Chair Matt Ryan reconvened the meeting at 1:27 p.m. in the First Floor Board Room.

Present: Supervisors Matt Ryan, Supervisor Elizabeth Archuleta and Supervisor Jim Parks.

Absent/Excused: Chairman Art Babbott and Vice Chairwoman Lena Fowler.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Elizabeth C. Archuleta, Seconded by: Director Jim Parks. The motion passed unanimously.

Special Session – 1:15 p.m. – First Floor Board Room at 219 E. Cherry Ave.: 

1a. Affirm the Declaration of Emergency issued by Chairman Babbott pursuant to A.R.S. 26-311, regarding the snow event of February 20-22, 2019, proclaiming the existence of a local emergency.
Emergency Management Director Todd Whitney briefly discussed the snow event that took place last week in Coconino County and explained the purpose of the Declaration of Emergency.

Upon request from Supervisor Archuleta, Director Whitney clarified that a Declaration of Emergency is needed in order to shut down County offices.

Acting Chair Ryan noted a luncheon was held at noon today to thank staff that participated in the emergency event.

**Motion:** Affirm the Declaration of Emergency issued by Chairman Babbott pursuant to A.R.S. 26-311, regarding the snow event of February 20-22, 2019, proclaiming the existence of a local emergency, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

For the record, Acting Chair Ryan noted Chairman Babbott was currently at an event recognizing the 100th year opening of the Grand Canyon and Vice Chairwoman Fowler was attending a meeting in Page, Arizona.

**Work Session continued – First Floor Board Room at 219 E. Cherry Ave.:**

2. Presentation and discussion regarding an update on elements of Organizational Renewal: Vision, Values and Framework. **County Manager**

**Presenter:** Deputy County Manager/Public Works Director Lucinda Andreani, Human Resources Director Erika Philpot, Chief Probation Officer Sarah Douthit and Program Manager Allie Stender.

**PowerPoint:** Organizational Renewal.

Deputy County Manager/Public Works Director Lucinda Andreani provided a background of leadership team meetings held to review organizational renewal to determine draft framework, vision and values. She read the proposed draft vision statement and values statement.

Individual Board members provided feedback on the proposed vision statement and value statement.

Human Resources Director Erika Philpot continued with the presentation by reviewing the draft framework of the Organizational Renewal process. She highlighted team meetings held at Health and Human Services departments in review of customer-centered service reimagined.

Deputy County Manager/Public Works Director Andreani discussed the launch of the diversity inclusion initiative. She noted consultant Kelli McLeod-Schingen has been secured to review cultural competency, assess policies and recruitment then present assessments and recommendations.
Acting Chair Ryan called for a break at 2:22 p.m. and reconvened open session at 2:31 p.m.

3. Presentation and discussion regarding the Road Maintenance (CMAMS), Computerized Maintenance and Asset Management System, Lucity. Public Works

**Presenter:** Deputy County Manager/Public Works Director Lucinda Andreani.

**PowerPoint:** Lucity Enterprise Asset Management Software – Elevating County Service by Building a 21st Century Road Maintenance Division.

Deputy County Manager/Public Works Director Lucinda Andreani spoke about past discussions on the need to acquire technology to develop 21st century road maintenance operations. The new Lucity System provides feedback that empowers our workforce, tracks assets and reports on the return on investments made.

Road Maintenance Division Manager Carl Fuller continued with a presentation on business processes of the Lucity Program; initial inventory (assets) collected with GIS, centralized asset inventory, task guidelines, work planning, routine maintenance planning and complete work management. Upon inquiry from Acting Chair Ryan, Mr. Fuller affirmed that the program has the ability to plan for unforeseen repairs.

Consultant Harry Lorick with LA Consulting spoke about the software selection process. During the first phase staff identified what was needed. Once that was determined, an RFP was issued in which three vendors were selected. Staff reviewed the vendor demonstrations and the selected the system that best matched business practices. The Lucity System has been around awhile and utilizes maps that are easier to review.

GIS Analyst Jill Rundall spoke about the GIS-Centric System and how it is capable of leveraging assets to all County end-users via well organized maps and views. Each user has a custom dashboard layout with content customized for their use. She highlighted the programs strengths and answered questions asked by individual Board members related to employee training on the software and management of end-user access to data.

Community Relations Manager Marc Della Rocca highlighted the customer request process and how the software provides the ability to track inquiries from beginning to end with retention of detailed permanent records. Upon inquiry from individual Board members, Relations Manager Della Rocca answered questions related to the monitoring of customer service requests.

Supervisor Archuleta left the meeting at 3:13 p.m. creating a loss of a quorum of the Board. She returned at 3:15 p.m.

Trades Division Supervisor Roy Drye continued the presentation by highlighting the process used to assign customer requests to work orders by district. He further spoke about the process used to track performance monitoring.
Consultant Harry Lorick readdressed the Board to highlight the benefits of implementation of the Lucity Program.

Deputy County Manager/Public Works Director Lucinda Andreani answered questions asked by individual Board members related to customer service calls and benefits of the program.

4. Presentation and discussion regarding a Fiscal Year 2020 Budget Workshop.  
Finance

Presenter: Deputy County Manager Mike Townsend.

PowerPoint: Board of Supervisors – FY2020 Budget Workshop.

County Manager James Jayne introduced the item.

Deputy County Manager Townsend provided a presentation that highlighted the current draft 10-year financial planning process and plans to cover expenses during a recession.

Supervisor Archuleta left the meeting at 3:43 p.m., causing a loss of quorum of the Board. She returned at 3:48 p.m.

Deputy County Manager Townsend continued to review property tax rates by County, a 2% Levy Growth Chart, long-term investment funding, consumer confidence, local and state sales taxes and housing market trends. He further reviewed a list of challenges and unknown impacts, the forthcoming increase in the City of Flagstaff’s minimum wage and the General Fund 10-Year Plan.

The Board provided feedback on the information presented.

5. Presentation and discussion regarding the Zoning Ordinance Update. Community Development.

The Board did not address this item.

6. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

- Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  - District 4- Supervisor Jim Parks
  - District 2- Supervisor Elizabeth Archuleta
  - District 3- Supervisor Matt Ryan
  - District 5- Supervisor Lena Fowler
• County Manager's Report
• Board Planning Calendar
• Events Calendar

• Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

• Discussion and possible direction to staff regarding a letter of congratulations to Judge Margie McCullough on her retirement
• Letter to DPS regarding shutdown of Flagstaff Dispatch Center
• Letter(s) to ACC regarding Biomass Rulemaking

Public Affairs Director Eric Peterson quickly reviewed a draft letter of congratulations to Judge Margie McCullough on her retirement, a draft letter to DPS regarding shutdown of Flagstaff Dispatch Center and draft letters to ACC regarding Biomass Rulemaking.

The Board and Director Peterson conferred regarding the various draft letters.

There being no further discussion, Acting Chair Ryan adjourned the meeting at 4:43 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

Matt Ryan, Acting Chair of the Board

(SEAL) ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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RECOMMENDED MOTION:

Approve all warrants, electronic fund transfers and other payments as listed on the agenda.

BACKGROUND:

The Board has authority from Arizona Revised Statutes 11-251 to “examine, settle, and allow all accounts legally chargeable against the County, order warrants to be drawn on the county treasurer for that purpose and provide for issuing warrants.”

The agenda includes a statement that an itemized list of claims for payment is filed in the official record of the Coconino County Board of Supervisors. Due to a change in software, not all warrants, electronic fund transfers, and payments are listed on the agenda nor included in the packet and official records.

Additionally, the attachment to this staff report will be included in the meeting minutes in order to comply with ARS 11-217.D as best as possible; “The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total
exceeds one thousand dollars in a single reporting period.” Due to a change in the software, only a limited number of demands and warrants in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period are included in the minutes and official record.

ALTERNATIVES:

The Board could decide not to ratify and/or approve payments or could decide to ratify and/or approve a portion of the payments.

FISCAL IMPACT:

County budget funds for specific payments will be reduced by the amounts listed.

ATTACHMENTS:

1 - Staff Report  
2 - WARRANT LISTING - FEBRUARY 7, 2019  
3 - WARRANT LISTING - FEBRUARY 14, 2019  
4 - WARRANT LISTING - FEBRUARY 20, 2019  
5 - WARRANT LISTING - FEBRUARY 27, 2019  
6 – WARRANT LISTING – FEBRUARY 28, 2019
Warrant listing for 02/07/19 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 2/14/19 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 2/20/19 as required by ARS-11-217.D
The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 2/27/19 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 2/28/19 as required by ARS-11-217.D
The minutes shall include all demands and warrants approved by the
board in excess of one thousand dollars and multiple demands and
warrants from a single supplier or individual under one thousand dollars
whose cumulative total exceeds one thousand dollars in a single reporting
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DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Theresa Munoz, Executive Assistant to the Board of Supervisors

SUBJECT: Approve Community Grant funding from District 1 in the amount of $250.00, District 2 in the amount of $250.00, District 3 in the amount of $100.00 and District 5 in the amount of $250.00, for a total of $850.00, to assists with the costs associated with promoting the Annual Cesar Chavez Community Awards Breakfast through advertising and other media, purchase of awards for the honorees who are Hispanic Purple Heart Recipients, a Community Leader and a Student Community Leader in Coconino County and the costs for a Key Note Speaker.

RECOMMENDED MOTION:

Approve Community Grant funding from District 1 in the amount of $250.00, District 2 in the amount of $250.00, District 3 in the amount of $100.00 and District 5 in the amount of $250.00, for a total of $850.00, to assists with the costs associated with promoting the Annual Cesar Chavez Community Awards Breakfast through advertising and other media, purchase of awards for the honorees who are Hispanic Purple Heart Recipients, a Community Leader and a Student Community Leader in Coconino County and the costs for a Key Note Speaker.

BACKGROUND:

Coconino County Hispanic Advisory Council was created by the Board of Supervisors to establish a liaison for the voice for the Hispanic Community. The Council throughout the year participate in community events to connect Coconino County with the community, to continue a positive outlook of the diversity in the County. At said events and meetings the community gets to meet their leaders who serve their districts and keep the communication open. The Council is a representative to the Board and Coconino County.

ALTERNATIVES:

Not to approve the community grant funding request

FISCAL IMPACT:

Community Grant fund accounts from the contributing Districts will be reduced according to the
amount the district donates.

**ATTACHMENTS:**

1 - Staff Report  
2 - CIG Application
**COCONINO COUNTY BOARD OF SUPERVISORS**

**Community Grant Program Application**

---

**Name of Organization**

Coconino Hispanic Advisory Council

**Type of Organization (Government, Private, Non-Profit, etc...)**  
Government

**Federal Employer ID Number (Please attach W9)**  
Inter-office balance transfer from BOS CI account to Hispanic Council account

**Type of Service(s) Provided by Organization**

Liaison to the Board of Supervisors and Hispanic Community of Coconino County – Cesar Chavez Breakfast

**Date(s) of Event/Program**

March 29, 2019

**Total Amount Requested**

$1000

---

**Organization Address**

219 E. Cherry Ave, Flagstaff, AZ 86001  
sgarretson@coconino.az.gov

**Contact Name**

Susie Garretson

**Email Address**

sgarretson@coconino.az.gov

---

**Daytime Phone**

679-7135

**Evening Phone**

699-9711

---

Please indicate the amount requested from each District:

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<td>2: Liz Archuleta</td>
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<td>3: Matt Ryan</td>
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<td>5: Lena Fowler</td>
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**If funded, Check payable to:**

Coconino Hispanic Council

**Name of Organization**

Coconino Hispanic Council

**Print Contact Name and Title**

Susie Garretson, Diversity Council Staff

**Mailing Address**

219 E. Cherry Ave

**City, State, Zip**

Flagstaff, AZ 86001

**Date**

2/4/19

---

**BOARD APPROVAL**

Signed: __________________________

Date: __________________________

District 1: __________________________

District 2: __________________________

District 3: __________________________

District 4: __________________________

Page 1 of 3
Answer all questions completely and accurately.

1. Describe specific service(s) provided using these funds:
See attached letter

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):
See attached letter

3. Population served using these funds (include any eligibility criteria).
The public in general and specifically Hispanic communities of Coconino County

4. How will the success of the program be evaluated?
Measuring the number of people in attendance and any feedback provided.
American Legion Post's amount of funds raised from catering breakfast.
Assessment of persons who show interest and identify what sector of the community they represent.

5. List other funding sources for this program:
This year 2019 Public Works department will be assisting.
CHAC Members contribute donations for unexpected costs.
Utilize the current balance of CHAC’s budget 2018 of $300plus.

6. Has Coconino County funded this organization before?  Yes X  No
If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.
They were used to pay for awards, food, student vouchers for student volunteers, speakers and awardees plus one guest and event supplies. We also follow up with new partners (resulting from event) and support new cultural diversity activities with new community partners.

If yes, what difference did funding assistance have in the community?
The Hispanic Advisory Council has marketed so well that many individuals are interested in learning more about how the county supports the promotion of “Diversity” in the communities. Funds help us to increase the connection of community leaders and constituents to the county. Each year the interest is growing and funding would help us update our awards to a plaque or increase our number of awards. The funds would assist us with our greatest challenge, the expenses for out of town mileage/lodging for keynote speakers. Typically, we provide very little and rely on Keynote speakers to do pro bono.

7. Total Project cost: $1,500.00

8. Total Amount Requested: $1000

9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

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<tr>
<td>Total</td>
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10. Note any other information that will assist in the decision making process.

The event and the activities of the Hispanic Advisory Council are growing each year. The annual budget for the councils has not increased for a long period of time, since the development of the councils. As far as we know our council has the biggest event of the three councils. We request funds per Supervisor as we serve the whole county and we realize that not all Supervisors will contribute, therefore we open the invitation to all Supervisors.

By accepting a grant award from the Coconino County Board of Supervisors, Grantee acknowledges and agrees that:

1. Grantee will file a year-end report with the Clerk of the Board of Supervisors to confirm that the funds were spent for the purpose given. This report is due June 30th following the award, or within thirty (30) days of completing the event or activity funded by the grant.

2. Any funds not expended for the purpose(s) given shall be returned to the County by June 30th, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.

3. This award is for funding only. No liability for any of Grantee’s activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee’s activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.

4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.

Authorized signor for Grantee: ___________________________  SUSAN GARRETTSON  
(Signature)  (Printed name)

Clerk to complete following Board approval:

Total amount of grant: $ _________________________________________

Date of award: ____________________________________________

Page 3 of 3
January 16, 2019

Coconino County Hispanic Advisory Council
Administrative Building
219 E. Cherry
Flagstaff, AZ 86001

Dear Board of Supervisors:

Re: Request for Community Funds

We respectfully write on behalf of the Coconino County Hispanic Advisory Council in support of our Annual Cesar Chavez Breakfast Event. We are requesting funds in the amount of $250.00 per Board member. Throughout the year we participate in community events, not only to connect Coconino County with the community, but to continue a positive outlook of our diversity in the community.

The Hispanic Council has managed the past events without fundraising and therefore we seek funds to cover the cost for the Annual Cesar Chavez Breakfast 2019. In the past we have stretched the budget to the maximum and covered additional cost per CHAC member’s donations. The feedback from the community has been so positive, that each year the number of attendees has increased. The community gets to meet their leaders who serve their districts and the most valuable element identified by the community has been the community recognition awards.

This event also supports the American Legion each year. The American Legion Post caters the breakfast and keeps all the revenue for services for the Veterans. Through our community partnership, the American Legion provides the space for our annual event. This event has a much greater value as pioneers are recognized and community leaders and officials get a glimpse of these community pioneer leaders. We just received notice that CHAC is the Recipient of the Flagstaff Armed Forces Day “Honor Division” Recognition during the 13th Annual Observance of the Armed Forces Day Parade 2019.

The request for funds includes, but is not limited to, the following use of the funds:

To purchase and upgrade the community leadership awards,

To market the event and purchase event supplies,

To purchase breakfast vouchers for the student volunteers and recipients plus-one guest,

To provide one-night lodging/mileage for out of town keynote speaker,

To support cultural diversity activities with community partners.

Through this letter, we acknowledge our specific role and responsibility in our partnership with Coconino County. We fulfill all CHAC activities in a professional and ethical manner. In our role of liaison with the Hispanic community, we present this request for funds to the Coconino County Board of Supervisors.

Respectfully,

Coconino County Hispanic Advisory Council Ruth Eaton, Chair Barbara Mendez, Vice-Chair Miguel Vasquez, Patty Garcia, Norma Gallegos, Frank Moraga
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve a Community Grant funding request from District 1 in the amount of $3,000.00 and District 2 in the amount of $1,000.00, for a total of $4,000.00, to assist with providing yoga, dance and music activities for preschoolers in the Flagstaff Cooperative Preschool program.

RECOMMENDED MOTION:

Approve a Community Grant funding request from District 1 in the amount of $3,000.00 and District 2 in the amount of $1,000.00, for a total of $4,000.00, to assist with providing yoga, dance and music activities for preschoolers in the Flagstaff Cooperative Preschool program.

BACKGROUND:

Flagstaff Cooperative Preschool would use funds for a once-weekly yoga class at all four sites; Mexican folk dance every other week at one site; and, music class at all four sites every other week.

ALTERNATIVES:

Not approve the funding request

FISCAL IMPACT:

Deduct $3,000.00 from District 1 Community initiatives funds and $1,000.00 from District 2 Community Initiatives funds.

ATTACHMENTS:

1 - Staff Report
2 - CI APPLICATION
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Flagstaff Cooperative Preschool
Name of Organization

Non-Profit 86-0200267
Type of Organization (Government, Private, Non-Profit, etc...) Federal Employer ID Number (Please attach W9)

Preschool programs at four locations, and before and after care programs for elementary students
Type of Service(s) Provided by Organization

<table>
<thead>
<tr>
<th>Date(s) of Event/Program</th>
<th>Total Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>November, 2018 – November 2019, when school is in session</td>
<td>$7000.00</td>
</tr>
</tbody>
</table>

PO Box 428 Flagstaff, AZ 86002
Organization Address

Liz Taylor, Executive Director elizabeth.m.taylor@nau.edu
Contact Name Email Address Fax
(928)779-1441 (928)853-6303
Daytime Phone Evening Phone Cell Phone

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1:</th>
<th>$3000</th>
<th>Dist. 2:</th>
<th>$1000</th>
<th>Dist. 3:</th>
<th>$1000</th>
<th>Dist. 4:</th>
<th>$1000</th>
<th>Dist. 5:</th>
<th>$1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Babbott</td>
<td>Liz Archuleta</td>
<td>Matt Ryan</td>
<td>Jim Parks</td>
<td>Lena Fowler</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If funded, Check payable to:

Flagstaff Cooperative Preschool Elizabeth Taylor, Executive Director
Name of Organization Print Contact Name and Title
PO Box 428 Elizabeth Taylor
Mailing Address Signature
Flagstaff, AZ, 86002 Date 11/7/18

BOARD APPROVAL
Signed: 
Date: 
District 1: 
District 2: 
District 3: 
District 4: 
District 5: 

Page 1 of 4
1. Describe specific service(s) provided using these funds:

The funds would be used to pay for 3 specific activities for our preschoolers: yoga, dance, and music. I will briefly describe each program and cost per class, then add the total based on the 36 week school year. The yoga class is taught by Peggy Murray, the program coordinator for CPLC Parenting Arizona. Her expertise in advocating for struggling families translates to an ability to make class super fun while also teaching stress coping techniques. She teaches each week, at all 4 sites, $35 per class ($5,040 total). The dance class is taught by Sergio Padilla, the founder of Ballet Folklorico de Colores, a non-profit dedicated to teaching traditional Mexican folk dance. This class is every other week for 1 site, $35 per class ($630 total). The music class is taught by Jodi Laura, a former public school music teacher whose primary focus of study has been early childhood music education. We would like this class to continue every other week, at all 4 sites, $35 per class ($2520 total). Total for all three programs is $8190.

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):

There are numerous longitudinal studies proving the long-term benefits of high quality early childhood education. The HighScope Perry Preschool Study, Landmark studies of the Chicago-Parent Center Program, and The Abecedarian Project are at the forefront of this research. Students who have received high quality preschool are less likely to need special education services or be held back a grade, and are more likely to graduate and go to college. These are better outcomes for kids that also save taxpayers money. Research by Nobel Prize-winning economist James Heckman showed that every $1 invested in quality early childhood programs can yield returns between $4 and $16 due to decreased special education/remediation, dependence on social welfare and crime-related costs and incarceration rates; and increased high school graduation, college matriculation and economic development and personal income.

3. Population served using these funds (include any eligibility criteria).

Currently, we are able to offer 10 full time tuition scholarships from a First Things First state program called Quality First. We offer 12 more full time tuition scholarships funded by the Preschool Development Grant (PDG), a federal program managed by the US Department of Education. We can split one of these grants so multiple families can use them for part time preschool, so more families can benefit. To be eligible for these grants, household income is verified as equal to or less than 200% Poverty Guidelines. Additionally, Killip School supports up to 4 full time spots at their site. Families who pay full tuition get discounts for volunteering in the classroom or doing other extra jobs. Children who qualify for scholarships...
are given enrollment preference to ensure that more low income families are reached. 80% of the students at one site qualify as low income, 35% at two of the other sites. (The fourth site is harder to calculate, because we offer very flexible hours and while many low income families take advantage of this, they don’t want to attend enough hours to qualify for the PDG or Quality First grants. About 10% have applied and qualified for free lunch at that site).

4. How will the success of the program be evaluated?
Peggy Murray writes an evaluation questionnaire for the teachers at the beginning and end of the school year to ensure that her class is achieving its goals. While there is not an evaluation process in place for the other 2 programs specifically, our preschool is evaluated annually by Quality First. Their evaluations go far beyond health and safety standards to look closely at teacher-student interactions and a measure of environment including use of space, materials, and activities. They use a system of star ratings developed by First Things First, and we have been given the highest star ratings.

5. List other funding sources for this program:
The AZ Community Foundation of Flagstaff funded yoga and Ballet Folklorico for two years. Other years we have budgeted for these programs through specific fundraising events, and donations from our annual appeal. Also, the PDG will pay for 15% of each program for the sites where the PDG recipients attend.

6. Has Coconino County funded this organization before? Yes X No
If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.
Approx. 15 years ago, we were granted approx. $1000 to support the tuition for the remainder of the school year for one family who lost their job. Because it has been so long, we are unable to provide a record.

If yes, what difference did funding assistance have in the community?

7. Total Project cost: $8190

Page 3 of 4
8. Total Amount Requested: $7000

9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
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<tr>
<td>Labor Costs or Contract Wages</td>
<td>$7000</td>
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<td>Other, please specify:</td>
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<tr>
<td></td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$7000</td>
</tr>
</tbody>
</table>

10. Note any other information that will assist in the decision making process.

We feel that what we provide to Flagstaff families is unique in both the quality and the cost of our care. Thank you so much for considering supporting the families of Flagstaff Cooperative Preschool.

By accepting a grant award from the Coconino County Board of Supervisors, Grantee acknowledges and agrees that:

1. Grantee will file a year-end report with the Clerk of the Board of Supervisors to confirm that the funds were spent for the purpose given. This report is due June 30th following the award, or within thirty (30) days of completing the event or activity funded by the grant.

2. Any funds not expended for the purpose(s) given shall be returned to the County by June 30th, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.

3. This award is for funding only. No liability for any of Grantee’s activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee’s activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.

4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.

Authorized signor for Grantee: [Signature]

Clerk to complete following Board approval:

Total amount of grant: $________

Date of award: _______
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the appointments of Democratic Committeepersons for the following precincts: Bill Wade, Ann Johnson and Cecile Dechambre to Precinct 1, to fill vacancies created by Joe Bader, Jane Reukama and Laura Spiegel; Allan Gerstson to Precinct 6, Joe Bader to Precinct 8 who moved from precinct 1, Keith Brekhus to Precinct 9, Kyle Nitschke to Precinct 14, Jack Cahill and Solomon Jones to Precinct 20, Angel Diaz and Sage Taylor to Precinct 23, David Pape to Precinct 24, Aly Graham to Precinct 40, Rene Lopez to Precinct 50, Darnell June to Precinct 65, Huey Antley to Precinct 84, Loretta Chino to Precinct 95; each for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies.

RECOMMENDED MOTION:

Approve the appointments of Democratic Committeepersons for the following precincts: Bill Wade, Ann Johnson and Cecile Dechambre to Precinct 1, to fill vacancies created by Joe Bader, Jane Reukama and Laura Spiegel; Allan Gerstson to Precinct 6, Joe Bader to Precinct 8 who moved from precinct 1, Keith Brekhus to Precinct 9, Kyle Nitschke to Precinct 14, Jack Cahill and Solomon Jones to Precinct 20, Angel Diaz and Sage Taylor to Precinct 23, David Pape to Precinct 24, Aly Graham to Precinct 40, Rene Lopez to Precinct 50, Darnell June to Precinct 65, Huey Antley to Precinct 84, Loretta Chino to Precinct 95; each for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies.

BACKGROUND:

Arizona Revised Statutes 16-821.B states in part, “the board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party.” ARS 38-291 defines vacancy.

In accordance with Arizona Revised Statutes, Title 16, Chapter 5, Article 2 Section 16-821.B and as requested by the Coconino County Democratic Party Chair Shannah Redmon, the Democratic Party has submitted the above names for appointment as Precinct Committeepersons by the
Coconino County Board of Supervisors.

The Clerk of the Board of Supervisors has verified that a vacancy exists in the precincts listed. The Coconino County Elections Department has verified that the proposed committeepersons listed above are registered voters of the requested political party and registered to vote in the precincts requested for appointments.

**ALTERNATIVES:**

The alternative is not to appoint the committeepersons.

**FISCAL IMPACT:**

There is no fiscal impact.

**ATTACHMENTS:**

1 - Staff Report
2 - LETTERS
3 – LETTERS 2
To: Coconino Board of Supervisors  
ATTN: Lindsay Daley  
219 E. Cherry Street  
Flagstaff, AZ 86001

Dear Board of Supervisors,

As Chair of the Coconino County Democratic Party, I request the following people be appointed as Precinct Committeepersons:

<table>
<thead>
<tr>
<th>Name</th>
<th>Precinct</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Wade</td>
<td>Flagstaff 1</td>
<td>120 E Astro Ln; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Ann Johnson</td>
<td>Flagstaff 1</td>
<td>701 N. Apollo Way; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Joe Bader</td>
<td>Flagstaff 8</td>
<td>1700 E Linda Vista; Flagstaff AZ 86004</td>
</tr>
<tr>
<td>Aly Graham</td>
<td>Bellemont (40)</td>
<td>4530 Bellemont Spgs; Bellemont AZ 86015</td>
</tr>
<tr>
<td>Loretta Chino</td>
<td>Tuba City S (95)</td>
<td>Low Rent Housing Unit 55; Page AZ 86045</td>
</tr>
</tbody>
</table>

Joe Bader has moved from PCT 1 where he was an elected PC to PCT 8, which has an open slot. Jane Reukema has resigned (letter attached) from PCT 1. This leaves two open places in PCT 1 which will be filled by Bill Wade and Ann Johnson. In addition, Paul Deasy and Kathy Deasy, both from PCT 19 have resigned (letters attached).

Thank you,

Shannah Redmon, Chair,  
Coconino County Democratic Party

www.coconinodemocrats.org  
P.O. Box 701  
Flagstaff, AZ 86002  
info@ccdem.org
PC resignation
1 message

Jane Reukema <jtreukema@gmail.com>
To: Phyllis Schiller <phyllis.schiller@nau.edu>, "info@ccdem.org" <info@ccdem.org>

Mon, Jan 14, 2019 at 2:48 PM

Dear Kelsey,
I am resigning my elected PC 1 position effective immediately.

Sincerely,
Jane Reukema
9283807032
Re: PC revocation

Shannah Redmon
to Paul, me, Ann

Hi Paul,

I'm really sorry to see you go, but I know you have big plans for the future. Keep in touch - we are always open to you!

Shannah

On Thu, Jan 24, 2019 at 9:02 AM Paul Deasy <pjdeasy1@gmail.com> wrote:

Hello Shannah and Ann,

This is my notification that I am revoking my status as a PC. Please take me off the PC mailing list.

Best Regards,
Paul

Ann Heitland
to Shannah, me, Paul

Paul,

I second Shannah's sentiments. We'd hoped for your energy. Best of luck in your new endeavors.

Paul Deasy
to Ann, me, Shannah
Request

J Scott Deasy <sdeasy@aol.com>
to me

Kelsey -

Hope all is well for you & family!

I am not sure who I should notify re: my need to resign as a precinct committee person. I know there is soon to be a

Thank you!

Kathy Deasy

Kelsey Blakley <kelseyb@ccdem.org>
to J

Sorry to lose you, but will do - Kelsey

Sent from my iPhone
To: Coconino Board of Supervisors  
ATTN: Lindsay Daley  
219 E. Cherry Street  
Flagstaff, AZ 86001  

Feb 20, 2019

Dear Board of Supervisors,

As Chair of the Coconino County Democratic Party, I request the following people be appointed as Precinct Committeepersons:

<table>
<thead>
<tr>
<th>Name</th>
<th>Precinct</th>
<th>Address details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cecile Dechambre</td>
<td>Flagstaff 1</td>
<td>102 E Elm Ave; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Allan Gerstson</td>
<td>Flagstaff 6</td>
<td>2393 W Mission Timber Cir; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Keith Brekhus</td>
<td>Flagstaff 9</td>
<td>700 S Blackbird Roost Apt 8; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Kyle Nitschke</td>
<td>Flagstaff 14</td>
<td>708 E Jackson Dr; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Jack Cahill</td>
<td>Flagstaff 20</td>
<td>2500 S Huffer Ln Apt 145-A; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Solomon Jones</td>
<td>Flagstaff 20</td>
<td>305 E McConnell Dr Apt 2437; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Angel Diaz</td>
<td>Flagstaff 23</td>
<td>100 E. Camille Dr; Flagstaff AZ 86005</td>
</tr>
<tr>
<td>Sage Taylor</td>
<td>Flagstaff 23</td>
<td>3400 Lake Mary Rd Apt 20204; Flagstaff AZ 86005</td>
</tr>
<tr>
<td>David Pape</td>
<td>Flagstaff 24</td>
<td>2600 N Valley View Rd #111; Flagstaff AZ 86004</td>
</tr>
<tr>
<td>Rene Lopez</td>
<td>Doney Park (50)</td>
<td>7101 N Us Highway 89 Lot 4; Flagstaff AZ 86004</td>
</tr>
<tr>
<td>Darnell June</td>
<td>Kaibeto (65)</td>
<td>Nha Kaibeto Unit 4709; Kaibeto AZ 86053</td>
</tr>
<tr>
<td>Huey Antley</td>
<td>Ranches (84)</td>
<td>4370 W Arabian Trl; Flagstaff AZ 86005</td>
</tr>
</tbody>
</table>

Laura Spiegel has resigned from Precinct 1. Please find her resignation letter enclosed. In addition, Regina Carpenter resigned prior to the primary election in Aug 2018, but her name was apparently not removed from the list. Her resignation letter is enclosed.

Thank you,

Shannah Redmon, Chair,  
Coconino County Democratic Party

www.coconinodemocrats.org  
P.O. Box 701  
Flagstaff, AZ 86002  

info@ccdem.org
Kelsey Blakley <kelseyb@coconinodemocrats.org>

PC Resignation
7 messages

Laura Spiegel <lauraspiegel@npgcable.com>
To: Kelsey Blakley <kelseyb@ccdem.org>
Cc: Marilyn Weissman <missymoet@aol.com>, Phyllis Schiller <phyllis.schiller@nau.edu>

Sun, Feb 17, 2019 at 4:02 PM

Hello Kelsey,

I'm writing to resign my position as a precinct committee member effective now. I've really enjoyed being in this role and would like to continue but I'm unable to walk precincts without exacerbating a condition in my left foot. Hopefully with time and treatment the condition will resolve but for now I need to avoid walking and standing for lengthy periods.

If you need administrative help, I'm happy to volunteer for such!

Thanks and best regards,
Laura

Laura S. Spiegel, MSW
Nonprofit Consulting Services
lauraspiegel@npgcable.com
819.972.4683

"The task of leadership is not to put greatness into people, but to elicit it, for the greatness is already there." John Buchan

Phyllis Marilyn Schiller <Phyllis.Schiller@nau.edu>
To: Laura Spiegel <lauraspiegel@npgcable.com>, Kelsey Blakley <kelseyb@ccdem.org>
Cc: Marilyn Weissman <missymoet@aol.com>

Mon, Feb 18, 2019 at 11:54 AM

Laura,
You have been a great PC....I know you will be available for many tasks for the Party, except walking the hood....thank you so much

Phyl

********************************************************************
Phyllis Schiller, DSW
Professor Emerita of Social Work
Northern Arizona University
185 E. Hutcheson Drive
Flagstaff, AZ 86001
928-774-1251 phone and fax
Kelsey Blakley <kelsey@coconino.org>
to: Lisa, Cathy, Milt

Hi Lisa and Regina,

I've heard that you no longer want to be Precinct Committeemen. Please let me know asap by email if that is true. I'd like to let our elections office know prior to the August 28th primary election so they can determine the best approach for handling this before the official final elections results are shared with the Board of Supervisors.

Thanks,

Kelsey Blakley
Office Manager, Coconino County Democratic Party
928-214-0303
Become a Monthly Donor
Paid for by Coconino County Democratic Party

Regina Carpenter <pierce.67@qmail.com>
to: Lisa, Cathy, Milt

Hi Kelsey,

Yes, it's true. I'm uncomfortable being involved in politics in my small and very conservative town where I have many friends, family and business associates. This is true especially in this divided political climate which the country is experiencing. I told Milt that I'm happy to volunteer as non-partisan for politicians and vote registration efforts and I will talk to people I'm comfortable with about the LD6 candidates as well as other progressives.

I'm sorry to drop everything but know I'm still active - just not as a PC.

Best of luck with everything! God knows we need it.

Best,
Regina
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Confirm the Appointment of Facilities Management Director Susan Brown as County Representative to the Flagstaff Arts Council Board of Directors.

RECOMMENDED MOTION:

Move to confirm the appointment of Facilities Management Director Susan Brown as County Representative to the Flagstaff Arts Council Board of Directors.

BACKGROUND:

As a part of an ongoing commitment to Coconino County’s support of arts and culture throughout the county, the Board of Supervisors appoints a county representative to the Flagstaff Arts Council Board of Directors. In addition, the Board of Supervisors donates the lease of the Coconino Center for the Arts, a 12,000 square foot theater and gallery space, to the Flagstaff Arts Council.

This item confirms appointment of Facilities Management Director Susan Brown as County Representative to the Flagstaff Arts Council Board of Directors. Susan recently completed work on the Executive Director Recruitment Committee for the Flagstaff Arts Council which resulted in the appointment of Executive Director Jonathan Stone.

ALTERNATIVES:

The Board could choose not to confirm the appointment.

FISCAL IMPACT:

There is no fiscal impact to this appointment.

ATTACHMENTS:

1 - Staff Report
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Approve the appointment of Mark Hubbard to the Building and Safety Advisory Board for a 4-year term to expire in March 12, 2023.

RECOMMENDED MOTION:

Approve the appointment of Mark Hubbard to the Building and Safety Advisory Board for a 4-year terms to expire in March 12, 2023.

BACKGROUND:

The Building and Safety Advisory Board is set by statute in Arizona Revised Statutes Section 11-862. The duties of the Building and Safety Advisory Board are to recommend building code amendments and adoption, as well as to hear and litigate appeals. Its membership, which must be at least five but can be no more than seven, must include the following:

1. An architect licensed in Arizona
2. A professional engineer licensed in Arizona
3. A general contractor
4. A person engaged in the electrical, mechanical, or plumbing trade
5. A person representing the public and a resident of the County

Rick Monn has been a journeyman electrician for over 30 years. (Current)

Jason Hale is a civil engineer who has served on the Board for 11 years. (Current)

Mitch Walzer is an architect who has served on the Board for 20 years. (Current)

Mark Daniels is a general contractor. (Current)

Mark Hubbard is the public representative but is a heating, ventilation expert and draftsman. (New Appointment)
ALTERNATIVES:

The Board could choose to appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Community Services Director

SUBJECT: Approve Amendment #2 of the Independent Contractor agreement with Wildfire, dba Arizona Community Action Association, and the corresponding budget adjustment, for the addition of $9500 in APS Crisis Bill Federal Employee Assistance to provide utility assistance for federal employees impacted by the current federal shutdown.

RECOMMENDED MOTION:

Approve Amendment #2 of the Independent Contractor agreement with Wildfire, dba Arizona Community Action Association, and the corresponding budget adjustment, for the addition of $9500 in APS Crisis Bill Federal Employee Assistance to provide utility assistance for federal employees impacted by the current federal shutdown.

BACKGROUND:

The concept of a statewide utility bill assistance program came into being in 2006 when Wildfire (formerly Arizona Community Action Agency or ACAA) entered into a three-year contract with the Arizona Department of Economic Security (ADES) to establish a self-sustaining non-profit fuel assistance program to provide support to low income and hardship households throughout Arizona. Wildfire distributes fuel assistance funding for various programs, including the APS Assistance program, the Home Energy Assistance Fund (HEAF), Warm Spirits Gas Bill Assistance, and Utility Repair Replacement Deposit (URRD).

As a result of the current federal government shutdown, APS has released an additional $500,000 in electric bill assistance for Arizona customers who are struggling to pay their bills due to this sudden financial hardship. A portion of these funds are administered by Wildfire and administered to Community Action Partnership agencies throughout Arizona, including the original $15,000 allocated to Coconino County Community Services.

In addition, APS has reduced the eligibility requirements for this assistance program so that the only requirement is that the applicant is a member of a household of a Federal employee. Documentation required is a federal ID or paystub. Assistance is capped at $400 per household per year, with up to two assists per year. Funds may only cover current and past due bills.
Although Community Services spent the initial allocation of $15,000 on 76 APS customers in less than 2 weeks, our department still continues to receive requests for assistance. In response to Coconino County's need for this assistance, Community Services' has been allocated an additional $9500 in electric bill assistance.

**ALTERNATIVES:**

The County may choose to decline this additional utility assistance to residents impacted by the federal government shutdown.

**FISCAL IMPACT:**

There is no fiscal impact to the County General Fund. A budget amendment will be required.

**ATTACHMENTS:**

1 - Staff Report
2 - AMEND#2
3 - BA AMENDMENT #2
Amendment No. Two (2) to the 2018-2019
Independent Contractor Agreement
Contract No. 07012018-19

The Independent Contract Agreement dated July 1, 2018, between Arizona Community Action Association (dba Wildfire) and Coconino County (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To provide Coconino County $24,500.00 for the administration of APS Crisis Bill Federal Employee Assistance. Funds must be utilized as outlined in Exhibit A, attached below. These funds will expire 2 months after the Federal Government shutdown ends, at which time, any unused funds will be rolled into the Contractor’s already existing Arizona Public Service Crisis Bill Assistance Program (referred to as APS BA).

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

APS Crisis Bill Federal Employee Assistance Program: To provide Direct Service funding in the amount of $20,416.67 and Program Delivery amount of $4,083.33. The allocation for APS Crisis Bill Federal Employee Assistance will be $24,500.00 (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Two (2), effective as of the effective date.

**CONTRACTOR:**
Coconino County

___________________________________
Name

Date:______________________________

**ATTEST:**
Clerk of the Board

___________________________________
Name

Date:______________________________

**Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation**

**By:**____________________________

**Name:** Cynthia Zwick

**Title:** Executive Director

**Date:**____________________________

**Address:**
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@wildfireaz.org

**Reviewed by:**
Norma Gallegos

___________________________________
Date

Address:
2625 N. King Street
Flagstaff, Arizona 86004
Email: ngallegos@coconino.az.gov
DATE: February 11, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Director of Community Services.

SUBJECT: Approve Amendment #2 of the Independent Contractor agreement with Wildfire dba Arizona Community Action Association for the addition of $9500 in APS Federal Shutdown Assistance to provide utility assistance for federal employees impacted by the current federal shutdown.

Budget Amendment:

<table>
<thead>
<tr>
<th>FY19 Original Budget</th>
<th>Budget Adjustment</th>
<th>FY19 Budget after amendment</th>
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<tr>
<td></td>
<td>30,000</td>
<td>19,000</td>
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</tbody>
</table>
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Community Services Director

SUBJECT: Approve a transfer from the general fund, in the amount of $59,712.00, for payment to Corporation for National Community Service to complete closeout of Coconino Rural Environmental Corps (CREC) Contract #10EDHAZ001, ended 12/31/2013 and corresponding budget adjustment.

RECOMMENDED MOTION:

Approve a transfer from the general fund, in the amount of $59,712.00, for payment to Corporation for National Community Service to complete closeout of Coconino Rural Environmental Corps (CREC) Contract #10EDHAZ001, ended 12/31/2013 and corresponding budget adjustment.

BACKGROUND:

Coconino Rural Environmental Corps (CREC) was a youth and young adult workforce development program operated by Community Services until it’s transfer to Southwest Conservation Corps in January 2014. At the inception of the program, it was an AmeriCorps grant funded program. Contract #10EDHAZ001 with Corporation for National Community Service (CNCS) was a three-year renewable contract that began on October 1, 2010. It was renewed twice with an original end date of September 30, 2013 and then extended through December 31, 2013.

On October 4, 2018, CNCS reached out to Coconino County requesting closeout documentation for this grant, a final Payment Management System (PMS) report for grant disbursements, and to request payment for the amount overdrawn. CNCS provided documentation of the grant funds earned for 141 volunteers over the course of the three-year grant, documenting contract earnings of $1,672,174.71.

Upon review of the available documentation, staff can confirm that the final Payment Management System (PMS) for the month of December 31st, 2013 was not filed. Additionally, Community Services can confirm disbursements of $1,731,886.71 over the course of the grant. Volunteer hours on record were found to be consistent with the documentation CNCS provided.
ALTERNATIVES:

If payment is not received by March 30th, the debt will be considered delinquent and collective action will begin, including the addition of interest, penalty charges and administrative costs.

FISCAL IMPACT:

This payment requires a budget adjustment and general fund support.

ATTACHMENTS:

1 - Staff Report
2 - ORIGINAL REQUEST FOR CLOSEOUT
3 - DEBT COLLECTION PACKAGE
4 - BUDGET AMENDMENT
Begin forwarded message:

From: "Turner, Rachel" <RTurner@cns.gov>
Date: October 4, 2018 at 11:48:47 AM MST
To: "jregner@coconino.az.gov", "mtownsend@coconino.az.gov"
Cc: "Mazzola, Steven" <SMazzola@cns.gov>, "Janicki, Bonnie" <BJanicki@cns.gov>
Subject: Financial Close Out for CNCS ASN Grant 10EDHAZ001, Coconino County Community Services - Response Needed by 10/12/2018

Dear Ms. Regner & Mr. Townsend,

I am a Grants Officer (GO) with the Corporation for National & Community Service (CNCS), reaching out to you regarding AmeriCorps State & National (ASN) grant # 10EDHAZ001.

I believe you may have previously been in communication with former GO, Lisa Bishop. Lisa has transitioned into another role and I have been assigned to complete the close out on your organization’s open grant, 10EDHAZ001. I am reaching out to share the next steps we need your organization to complete so we may close the award. Please see below for information on items pending resolution and next steps:

1.) Forms to Complete & Return to CNCS by 5:00 pm Eastern Friday, October 12, 2018: Please complete and return the
following attached forms to me via email:

- Equipment Form
- Supplies Form
- Subaward Certification

If you do not have any supplies and/or equipment to report, you could indicate that on the respective forms and sign and return them. Please note, all grantees must complete the subaward certification form, even if their award had no subawards. If there were no subawards, please indicate that on the form, and sign and return it. As an alternative, you are also welcome to submit a memo via email containing certifications for each of these areas in lieu of submitting the individual forms.

2.) Award Overdraw & Repayment Response Needed by 5:00 pm Eastern Friday, October 12, 2018:

As part of our standard close out process, we complete a drawdown analysis to determine the amount of funds a grantee has earned on an award versus what has been drawn down.

Our records indicate that your organization earned a total of $1,672,174.71 on the award, and had drawn down $1,731,886.71.

As a result, our drawdown analysis indicates that award 10EDHAX001 was overdrawn by -$59,712.00. Please see the attached analysis and a copy of the member roster (current copy within the Trust record) used to complete the analysis.

The overdrawn funds would need to be returned as part of award close out. Typically we provide grantees with 5-10 business days to return funds. Please provide a response to this item via email reply to this message, and let us know if you have any questions.

3.) Payment Management System Report Updates Response Needed by 5:00 pm Eastern Friday, October 12, 2018: Our financial records indicate that there is an outstanding advance of $109,353.28 for this grant in the Payment Management System. This would appear to indicate that your organization did not submit a Payment Management System report to document at least one or more grant disbursements. Please review your organization’s financial records, including your Payment Management System account records, and provide a response to this item in your email reply.

Note: Because this is a Fixed award, your organization will not need to complete a FFR in eGrants.

Please note, if we do not receive a response from you by the requested deadline of 5:00 pm Eastern, Friday, October 12, 2018, we will have to close the award in
noncompliance and issue a formal debt collection letter.

We thank you in advance for your assistance with these items, and look forward to being in contact.

Sincerely,

Rachel J. Turner
Grants Management Specialist
Office of Grants Management
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
Office: (202) 606-6899
Email: RTurner@cns.gov
January 2, 2019
VIA Overnight Mail

Ms. Norma Gallegos
Interim Director
Coconino County Community Services
2625 N King St.
Flagstaff, AZ 86004

Re: Debt Collection, AmeriCorps National Fixed Amount Grant #10EDHAZ001
Current Debt Owed by Coconino County Community Services: $59,712.00

Dear Ms. Gallegos:

The Corporation for National and Community Service (CNCS) has completed a final drawdown analysis for Coconino County Community Services' AmeriCorps award. Previously, CNCS awarded Coconino County Community Services 3 years of grant funding via an AmeriCorps National Fixed Amount grant (Grant #10EDHAZ001). The final year of funding in the amount of $579,137 was awarded on August 27, 2012, and a no cost extension was awarded on February 21, 2014.

The final drawdown analysis of grant #10EDHAZ001 indicated that Coconino County Community Services earned a cumulative total award of $1,672,174.71. The organization drew $1,731,886.71 from the Department of Health and Human Services' Payment Management System resulting in a difference of $59,712.00. The total debt has been assessed at $59,712.00. Therefore Coconino County Community Services' current debt owed to CNCS is $59,712.00.

The debt amount of $59,712.00 will be considered delinquent, if not paid by Coconino County Community Services within 30 days of this letter. Please see the attachment for important debt payment information, procedures that you are required to follow, and your rights related to debt collection. Please note that you may not use grant funds (CNCS share or matching funds) to pay for the above disallowance related to the failure to comply with federal laws and/or regulations (2 CFR §200.441).

Please refer any questions regarding this letter to CNCS Grants Management Specialist Rachel Turner at 202-606-6899, or via email at RTurner@cns.gov.

Sincerely,

[Signature]
Joseph Liciardello
Acting Chief Grants Office

Attachments:  Debt Payment Information
              Payment Routing Form
              Supporting Documentation

cc: Rachel Turner, Grants Management Specialist
Debt Collection Information

Pursuant to the Federal Claims Collection Standards (FCCS) (31 C.F.R. Chapter IX, parts 900-904) and CNCS’s Claims Collection Regulation (45 C.F.R. Part 2506), CNCS is notifying you that it is required to collect this debt and that assessments of interest, penalty charges, and administrative costs must be made against you and collection pursued unless excused in accordance with the FCCS and 45 C.F.R. Part 2506. A designated CNCS official has reviewed the debt and determined that it is valid.

Payment may be made using the methods found at this link: https://www.nationalservice.gov/documents/contact-us/2017/payment-options-cnnc

Payment of the debt is due as of the date of the letter that accompanies this notice. If payment is not received within 30 days of the date of the letter, the debt will be considered delinquent and CNCS’s Accounting and Financial Management Services will begin collection action. Interest, penalty charges and administrative costs will begin to accrue as of 30 days from the date of this letter, unless this debt is paid or other action is taken within 30 days, as described below. If no payment is made or you have not entered into a voluntary payment plan, CNCS will enforce the collection of delinquent debts after 60 days from the date of this letter by:

- Transferring the debt to the Treasury for collection;
- Referring the debt to a credit reporting agency, private collection contractor, or the Department of Justice (DOJ);
- Referring the debt to the Treasury for offset against any refund or overpayment of tax;
- Administrative offset;
- Administrative wage garnishment; or
- Liquidating security or collateral.

If CNCS takes one of the foregoing collection actions, CNCS will continue to add interest, penalties, and other charges to a delinquent debt in accordance with 45 C.F.R. § 2506.18.

You have the right to:
(1) Inspect and copy disclosable CNCS records pertaining to the debt, or to receive copies of those records if personal inspection is impractical;
(2) Enter into an agreement for voluntary repayment of the debt in accordance with 45 C.F.R. §2506.19; and
(3) Request a review of the existence or amount of the debt in accordance with 45 C.F.R. § 2506.17.

The written request must be received within 60 days of the date of this letter, and will stay the commencement of collection proceedings until a final written decision is issued. Such a decision will be issued as early as practicable, but not later than 60 days following receipt of a request for review, unless you request a delay in the proceedings and the review official grants such a request. Per 45 C.F.R. §2506.17(g), interest, penalty charges, and administrative costs continue to accrue during the review period.

CNCS may suspend or revoke any licenses, permits, or other privileges, for failure to pay a debt.
If you make or provide any knowingly false or frivolous statements, representations, or evidence, you may be liable for penalties under the False Claims Act (31 U.S.C. sections 3729-3733) or other applicable statutes, and/or criminal penalties under 18 U.S.C. sections 286, 287, 1001, and 1002 or other applicable statutes.

Unless prohibited by law or contract, CNCS will promptly refund you any amounts paid by you or deducted from your payment for this debt if these amounts are later waived or found not owed to the United States.

Delinquent Debts Submitted to the U.S. Department of Treasury Bureau of the Fiscal Service

If payment is not made on this debt or other action is taken, as described in this notice, CNCS may submit this debt to the Bureau of the Fiscal Service for debt collection on CNCS’s behalf.

If the unpaid debt is referred to the Bureau of the Fiscal Service, CNCS will continue to add interest, penalties, and other charges to a delinquent debt in accordance with 45 C.F.R. § 2506.18. You are additionally advised that the Bureau of the Fiscal Service may refer this debt to:

- the Treasury Offset Program;
- a private collection agency;
- the Internal Revenue Service for offset;
- credit bureaus; or
- The Department of Justice for collection.

TO AVOID REFERRAL TO THE BUREAU OF THE FISCAL SERVICE, you must do one of the following within 60 days of the date of this letter:

- REPAY THE DEBT.
- AGREE TO A REPAYMENT PLAN in accordance with 45 C.F.R. § 2506.19, if you are unable to pay your debt in full by its due date:

  To initiate discussion for a repayment plan acceptable to CNCS for a Member Overpayment, use the form that accompanies this information. You must then make payments as required in the finalized written signed repayment plan.

  To initiate discussion for a repayment plan acceptable to CNCS for an AmeriCorps VISTA Cost Share debt, contact the National Service Hotline by calling 800-942-2677 or by visiting https://questions.nationalservice.gov/app/ask. You must then make payments as required in the finalized written signed repayment plan.

  To initiate discussion for a repayment plan acceptable to CNCS for all other types of debt, write to Corporation for National and Community Service, 2nd Floor Accounting, ATTN: Pamela Montgomery, 250 E Street S.W., Washington, DC 20525 (or phone Ms. Montgomery at 202-606-7539). You must then make payments as required in the finalized written signed repayment plan.

- REQUEST A REVIEW IF YOU BELIEVE THE DEBT IS NOT OWED in accordance with 45
C.F.R. §2506.17: If you believe that all or part of the debt is not due or legally enforceable, send evidence to support that position to: Corporation for National and Community Service, ATTN: Chief Financial Officer, 250 E Street S.W., Washington, DC 20525. Please reference the invoice number, audit number, investigation number or, in the case of costs being disallowed as a result of grant monitoring and oversight, the grant number and this letter in your communication. CNCS will inform you in writing of the decision about the debt.

- BANKRUPTCY: If you filed bankruptcy and an automatic bankruptcy stay is in effect, the debt is not subject to offset while the stay is in effect. Please ensure that your debt to CNCS is captured on your schedule of debts and notify CNCS of the stay by sending evidence concerning the bankruptcy.

Once the debt is sent to the Bureau of the Fiscal Service, it may be referred to the Treasury Offset Program through which Treasury will reduce or withhold any of your otherwise eligible Federal payments by the amount of the debt. This process, known as "offset," is authorized by the Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996. The U.S. Treasury is not required to send a debtor notice before the debtor’s payment is offset. Federal/State payments eligible for offset include the following:

- your grant/contractor/vendor payments;
- your income tax refunds; and
- Other Federal/State payments, including certain loans to you, that are not exempt from offset.
PAYMENT ROUTING INFORMATION

PAYMENT OPTIONS:
1) Pay.gov: Electronic payment is the preferred method of payment. Payments submitted via Pay.gov will be processed by CNCS within 2-3 business days. Pay.gov will provide a receipt upon payment submission.

To submit a payment via Pay.gov:
   a. Make a payment to CNCS online at: https://www.pay.gov/public/form/start/74037398
   Payments may be made using a bank account (ACH) or debit card.
   b. Retain a copy of the electronic payment receipt for your organization's records.

2) Mailed Payment: Payments submitted via mail will take 2-3 weeks to arrive and be processed by CNCS. CNCS will provide a receipt by email to those organizations that complete and return the below Payment Routing Form with their payment.

To submit a payment via mail:
   a. Make paper check, money order, or cashier’s check out to CNCS. Include the grant number on the payment.
   b. Complete the Payment Routing Form below and detach to return with your payment.
   c. Remit the payment and Payment Routing Form to CNCS at the address below. You are encouraged to use a trackable mailing method for your payment (certified mail, FedEx, UPS, etc.)

   CNCS
   AFMS/Debt Collection
   250 E Street SW
   Washington, DC 20525

ADMINISTRATIVE INFORMATION:
CNCS Tax Identification Number (TIN)  52-0971471

PAYMENT ROUTING FORM

Organization: Coconino County Community Services
Grant Number(s): 10EDHAZ001
Originating Office: OGM Origin of Debt: drawdown analysis - overdraw
Date Debt Established: 1/2/2019 Debt Routing: CNCS Debt Collection

Amount Owed: $59,712.00 Payment Due Date: 2/1/2019

Please complete the sections below and detach the Payment Routing Form to return with your mailed payment.

Payment Amount Enclosed: $________________________

Grantee Point of Contact: __________________________________________

Grantee POC Email: ________________________________________________

Grantee POC Phone: ________________________________________________
### Earned Fixed Amount Grant Calculator Tool (Max. Set at 500 Members Enrolled To-Date)

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<tr>
<td>Full-time (FT)</td>
<td>45.00</td>
<td>45.00</td>
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<tr>
<td>ENTER Approved Amount (Total Budgeted Amount) by Year:</td>
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<tr>
<td>Calculated Award Per MSY Per Year:</td>
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<td>Dollars Per MSY Cap per year:</td>
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<td>$13,000.00</td>
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<tr>
<td>Enter Amount Drawdown as of the Date Being Tested:</td>
<td>$1,731,886.71</td>
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#### Actual Enrollments Per Year

| Full-time (FT) | 45.00 | 47.00 | 49.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Half-time (HT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Half-time 2-Year First Year (FY) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Reduced Part-time (RH) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Quarter-time (QT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Minimum-time (MT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

#### MSY Value of Actual Enrollments Per Year

| Full-time (FT) | 45.00 | 47.00 | 49.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Half-time (HT and FY) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Half-time 2-Year First Year (2YR) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Reduced Part-time (RPT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Quarter-time (QT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Minimum-time (MT) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

#### Actual Total MSY Value By Year:

| 2010 | 45.00 | 47.00 | 49.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2011 | 104.44% | 106.86% |

#### Earned Grant Analysis

- **Maximum Amount Grantee May Draw on Grant To-Date:** $1,672,174.71
- **Remainder to Drawdown (+) or Overdrawn (-) and % off:** -$59,712.00 (-3.57%)
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Community Services Director

SUBJECT: Approve transfer from general fund for payment of $59,712.00 to Coconino Rural Environmental Corps (CREC) Corporation for National Community Service to complete closeout of Contract #10EDHAZ001 ended 12/31/2013 and corresponding budget adjustment.

Budget Adjustment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Account Number</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Decrease</td>
<td>1001.07.0799.1932.0000.614.505701</td>
<td>$59,712.00</td>
</tr>
<tr>
<td>Increase</td>
<td>1001.34.3401.0000.0000.671.505996</td>
<td>$59,712.00</td>
</tr>
</tbody>
</table>
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Susan Brown, Facilities Director

SUBJECT: Approve an Independent Contractor Agreement with Valley Services of Arizona for remediation of water damages to the Health and Human Services Facility at 2625 North King St, Flagstaff in the amount of $118,006.59.

RECOMMENDED MOTION:

Approve an Independent Contractor Agreement with Valley Services of Arizona for remediation of water damages to the Health and Human Services Facility at 2625 North King St, Flagstaff in the amount of $118,006.59.

BACKGROUND:

On Sunday, July 15, 2018, a rainfall event created flooding conditions that overwhelmed drainage infrastructure along the Fourth Street corridor. Flood waters from adjacent properties at King Street flowed into the County's Health and Community Services Building. Designed drainage systems for the County's property were overwhelmed by the additional water, and thus backed up in the West employee parking area. As a result, flood waters entered the facility at multiple door locations along the West side of the building. These waters penetrated into the facility causing significant damage to carpet, tiled areas, and drywall.

Additionally, driving rain conditions on the 2nd floor West windows resulted in moisture penetrating the building envelope causing additional damages to drywall and carpet.

Remediation work was completed immediately. This included water extraction from the carpet, removal of carpet base, and subsequent indoor air quality testing. Testing results provided by Tall Pines Environmental recommended immediate response to specific areas. This work was completed in August of 2018, using an approved JOC and other local remediation contractors.

The Facilities Management Department solicited Loven Contracting to provide a quote for full remediation and repairs of the flood damages. This proposal was rejected by the County's insurance provider, Travelers Insurance. Travelers Insurance requested the work be performed by their preferred vendor, Valley Services of Arizona.
The remaining work to be completed will include removal and replacement of affected carpet, tile, drywall and insulation.

**ALTERNATIVES:**

Reject direction of our insurance provider and select an alternative contractor.

**FISCAL IMPACT:**

The funding for this project will come from an insurance claim, in addition to additional funding from the Arizona Department of Emergency Management.

**ATTACHMENTS:**

1 - Staff Report
2 - ICA WITH VALLEY SERVICES
3 - EXHIBIT A
4 - CERTIFICATE OF INSURANCE
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 25th day of February, 2019,

BETWEEN

VALLEY SERVICES OF ARIZONA, an Arizona Corporation, located at 75 West Baseline Road Suite 31, Gilbert, AZ 85233 (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

A. The County, under direction of Travelers Insurance requested a proposal for repairs to damages to the King Street Facility due to flood conditions; and

B. The Independent Contractor submitted the proposal (Exhibit A), attached hereto; (hereinafter the “Proposal”); and

C. The Independent Contractor is ready, able, and willing to provide the required repair services.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

1. As outlined in proposal (Exhibit A)

2. Work to be completed in 2 phases to reduce impact to building operations

3. Anticipated completion time of 6-8 weeks. NESHAP, testing waiting periods excluded, and barring any delays in contractor receiving products selections and/or unforeseen conditions that may be found during repairs.

4. Any changes or modifications not itemized in Scope of Work will be in writing as a Supplement to the Insurance Company or a Change Order and will result in an additional expense.

II. Compensation

The compensation will be $118,006.59, according to the proposal, upon completion, paid as per Draw Schedule (Exhibit B)

III. Term of Agreement
The term of this Agreement shall be from the date of approval by the Board of Supervisors through the final completion of the scope of work.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. 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
   - Products/Completed Operations Aggregate: $2,000,000
   - Personal and Advertising Injury: $1,000,000
   - Fire Legal Liability: $50,000
   - Each Occurrence: $1,000,000

2. 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.

3. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, 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 Independent Contractor for the County.

4. Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy
shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the County, its agents, officials and employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent 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 Independent Contractor. Said policies 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 Independent Contractor.

C. 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.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor 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 Independent Contractor 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.

E. The Independent Contractor 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, 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 Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims.
of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor’s obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. **Independent Contractor’s Status**

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers’ compensation insurance required by law.

B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. **Force Majeure**

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. **Immigration and Scrutinized Business**
Pursuant to A.R.S. § 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.

D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01 [only for ICAs dealing with the acquisition or disposal of services, supplies, information technology or construction]

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other
communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the “Records”) for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

XVIII. Non-discrimination

The Independent Contractor will comply with A.R.S. § 41-1461 et seq. and State Executive Order No. 2009-09, as well as all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.
XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

VALLEY SERVICES OF ARIZONA   COCONINO COUNTY

By ______________________________    By ______________________________
Tara P. Shea, President Valley Services of Arizona   Art Babbott, Chairman of the Board

By ______________________________    By ______________________________
   Lindsay Daley, Clerk of the Board

Approved As to Form:

By ______________________________
   County Attorney

ACKNOWLEDGED before me
by Tara P. Shea as President of and for Valley Services of Arizona on this__

day of _____________, 2019

______________________________
Notary Public
The following estimate is based on the visual inspection performed on September 5, 2018. From the description provided by Coconino County concerning the source of the water loss it is our understanding that it was a combination of ground water and window leakage at the windows on the second floor of the building. Typically a ground water loss will be classified as a category three water loss due to contaminants in the water, all materials that were affected by this loss on the first floor have been written to remove and replace. In addition work at this property is factored as after hours work to avoid disruption as much as possible to the un-affected portions of the building. NESHAP is required to be filed on this property and would meet the requirements for a renovation filing, this would also be entered on a cost incurred basis. Any items not on this estimate that may present themselves during the repairs would be at an additional cost.
## Valley Services of Arizona

**Address:**
75 W. Baseline Rd Suite 31
Gilbert, AZ 85233
Office: (480) 507-3381
Fax: (480) 507-3857
**ROC#248385**

---

**COCONINO_VALLEY**

### 1st Floor Flood

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Asbestos test fee - full service survey - base fee</td>
<td>1.00</td>
<td>EA @</td>
<td>AS INCURRED</td>
</tr>
<tr>
<td>2. Per guidelines of Arizona Department of Environmental Quality guidelines</td>
<td>1.00</td>
<td>EA @</td>
<td>AS INCURRED</td>
</tr>
<tr>
<td>3. Dumpster load - Approx. 40 yards, 7-8 tons of debris</td>
<td>1.00</td>
<td>EA @ 608.00</td>
<td>608.00</td>
</tr>
<tr>
<td>4. Content Manipulation charge - per hour</td>
<td>320.00</td>
<td>HR @ 30.00</td>
<td>9,600.00</td>
</tr>
</tbody>
</table>

**Attention:**
Labor and materials to move contents at cubicles to facilitate repairs, then reset at completion. Fragile and valuable items will need to be removed by persons occupying the space.

5. Finish Hardware Installer - per hour| 200.00| HR @ 46.48 | 9,296.00       |

Labor and material to detach and reset cubicles for carpet demolition and replacement for a total of 11 stations.

6. Commercial Supervision / Project Management - per hour| 360.00| HR @ 56.57 | 20,365.20      |

**After hours labor factored using labor components report from Xactimate for each of the trades, total hours divided by two to account for time and half pay**

7. Install Cleaning Technician - per hour| 11.04 | HR @ 31.68 | 349.75         |
8. General Demolition - per hour       | 57.39 | HR @ 35.05 | 2,011.52       |
9. Carpet Installer - per hour          | 66.04 | HR @ 63.22 | 4,175.05       |
10. Insulation Installer - per hour     | 10.73 | HR @ 37.44 | 401.73         |
11. Painter - per hour                  | 80.79 | HR @ 60.19 | 4,862.75       |

**Dust control and floor protection.**

12. Floor protection - self-adhesive plastic film| 5,000.00| SF @ 0.36 | 1,800.00       |

**Floor protection due to work being performed in phases and not having full access to work areas start to finish with out public or county employee traffic.**

13. Containment Barrier/Airlock/Decon. Chamber| 400.00| SF @ 0.66 | 264.00         |
14. Containment Barrier - tension post - per day| 180.00| DA @ 3.63 | 653.40         |

---

### Ponda Rosa

**Height:** 9' 2''

<table>
<thead>
<tr>
<th>Door</th>
<th>6' X 6' 8''</th>
<th>Opens into Exterior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door</td>
<td>2' 6'' X 6' 8''</td>
<td>Opens into HALLWAY</td>
</tr>
</tbody>
</table>

### Description of Work

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. R&amp;R Carpet tile</td>
<td>1,047.51</td>
<td>SF @ 3.83</td>
<td>4,011.96</td>
</tr>
<tr>
<td>16. Floor prep (scrape rubber back residue)</td>
<td>1,047.51</td>
<td>SF @ 0.54</td>
<td>565.66</td>
</tr>
<tr>
<td>17. Remove Carpet cove (wall wrap) - 4''</td>
<td>99.08</td>
<td>LF @ 0.52</td>
<td>51.52</td>
</tr>
</tbody>
</table>

Reduction fr area removed during water mitigation.

18. Carpet cove (wall wrap) - 4''                                             | 129.83 | LF @ 5.21  | 676.41   |
19. R&R Batt insulation replacement per LF - 6'' - up to 2'tall               | 61.50  | LF @ 2.59  | 159.29   |

**COCONINO_VALLEY**

2/11/2019 | Page: 2
### CONTINUED - Ponda Rosa

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>30.75 LF @</td>
<td>9.15</td>
<td>281.37</td>
</tr>
<tr>
<td>21. Texture drywall - machine</td>
<td>92.25 SF @</td>
<td>0.37</td>
<td>34.13</td>
</tr>
<tr>
<td>22. Seal/prime then paint the surface area twice (3 coats) Affected walls</td>
<td>333.82 SF @</td>
<td>1.06</td>
<td>353.85</td>
</tr>
<tr>
<td>23. Paint part of the walls - two coats</td>
<td>871.32 SF @</td>
<td>0.80</td>
<td>697.06</td>
</tr>
</tbody>
</table>

**Hallway**

- Height: 9' 2"
- Door 2' 6" X 6' 8"
  - Opens into STAIRWAY
- Door 2' 6" X 6' 8"
  - Opens into STORAGE_CLOS
- Door 2' 6" X 6' 8"
  - Opens into Exterior
- Door 2' 6" X 6' 8"
  - Opens into PONDA_ROSA
- Door 2' 6" X 6' 8"
  - Opens into ROOM_163
- Door 2' 6" X 6' 8"
  - Opens into TELEPHONE_RO

**Subroom: Hallway VCT (1)**

- Missing Wall 5' 7" X 9' 2"
  - Opens into HALLWAY
- Door 2' 6" X 6' 8"
  - Opens into Exterior

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>24. Remove Carpet cove (wall wrap) - 4&quot;</td>
<td>82.25 LF @</td>
<td>0.52</td>
<td>42.77</td>
</tr>
<tr>
<td>Reduction fr area removed during water mitigation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Carpet cove (wall wrap) - 4&quot;</td>
<td>181.67 LF @</td>
<td>5.21</td>
<td>946.50</td>
</tr>
<tr>
<td>26. Remove Carpet tile</td>
<td>403.08 SF @</td>
<td>0.45</td>
<td>181.39</td>
</tr>
<tr>
<td>27. Carpet tile</td>
<td>403.08 SF @</td>
<td>3.38</td>
<td>1,362.41</td>
</tr>
<tr>
<td>28. Floor prep (scrape rubber back residue)</td>
<td>403.08 SF @</td>
<td>0.54</td>
<td>217.66</td>
</tr>
<tr>
<td>29. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>204.16 LF @</td>
<td>2.59</td>
<td>528.78</td>
</tr>
<tr>
<td>30. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>102.08 LF @</td>
<td>9.15</td>
<td>934.04</td>
</tr>
<tr>
<td>31. Texture drywall - machine</td>
<td>306.24 SF @</td>
<td>0.37</td>
<td>113.31</td>
</tr>
<tr>
<td>32. Seal/prime then paint part of the walls twice (3 coats)</td>
<td>718.78 SF @</td>
<td>1.06</td>
<td>761.91</td>
</tr>
<tr>
<td>33. Paint part of the walls - two coats</td>
<td>946.50 SF @</td>
<td>0.80</td>
<td>757.20</td>
</tr>
<tr>
<td>34. R&amp;R Vinyl tile - per specs from independent vinyl analysis</td>
<td>109.54 SF @</td>
<td>2.16</td>
<td>236.60</td>
</tr>
</tbody>
</table>
### Storage Closet

**Height: 9' 2"**

**Description**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>35. Clean floor</td>
<td>50.10 SF @ 0.33</td>
<td>= 16.53</td>
<td></td>
</tr>
<tr>
<td>36. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>18.33 LF @ 2.59</td>
<td>= 47.47</td>
<td></td>
</tr>
<tr>
<td>37. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>9.17 LF @ 9.15</td>
<td>= 83.91</td>
<td></td>
</tr>
<tr>
<td>38. Texture drywall - machine</td>
<td>27.50 SF @ 0.37</td>
<td>= 10.18</td>
<td></td>
</tr>
<tr>
<td>39. Seal/prime then paint part of the walls twice (3 coats)</td>
<td>134.44 SF @ 1.06</td>
<td>= 142.51</td>
<td></td>
</tr>
<tr>
<td>40. Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>14.67 LF @ 1.84</td>
<td>= 26.99</td>
<td></td>
</tr>
</tbody>
</table>

### Telephone Room

**Height: 9' 2"**

**Description**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>41. Clean floor, strip &amp; wax</td>
<td>199.07 SF @ 0.72</td>
<td>= 143.33</td>
<td></td>
</tr>
<tr>
<td>42. Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>30.00 LF @ 1.84</td>
<td>= 55.20</td>
<td></td>
</tr>
<tr>
<td>43. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>60.00 LF @ 2.59</td>
<td>= 155.40</td>
<td></td>
</tr>
<tr>
<td>44. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>30.00 LF @ 9.15</td>
<td>= 274.50</td>
<td></td>
</tr>
<tr>
<td>45. Texture drywall - machine</td>
<td>90.00 SF @ 0.37</td>
<td>= 33.30</td>
<td></td>
</tr>
<tr>
<td>46. Seal/prime then paint the surface area twice (3 coats)</td>
<td>338.35 SF @ 1.06</td>
<td>= 358.65</td>
<td></td>
</tr>
<tr>
<td>47. Painter - per hour</td>
<td>2.50 HR @ 60.19</td>
<td>= 150.48</td>
<td></td>
</tr>
</tbody>
</table>

Labor and materials to mask and cover items as needed.

### Room 163

**Height: 9' 2"**

**Description**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>48. Remove Carpet tile</td>
<td>842.54 SF @ 0.45</td>
<td>= 379.14</td>
<td></td>
</tr>
</tbody>
</table>

**COCONINO_VALLEY**

Page: 4
### CONTINUED - Room 163

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>49. Floor prep (scrape rubber back residue)</td>
<td>842.54</td>
<td>SF @</td>
<td>454.97</td>
</tr>
<tr>
<td>50. Carpet tile</td>
<td>842.54</td>
<td>SF @</td>
<td>2,847.79</td>
</tr>
<tr>
<td>51. Remove Carpet cove (wall wrap) - 4&quot;</td>
<td>131.58</td>
<td>LF @</td>
<td>68.42</td>
</tr>
<tr>
<td>52. Carpet cove (wall wrap) - 4&quot;</td>
<td>200.75</td>
<td>LF @</td>
<td>1,045.91</td>
</tr>
<tr>
<td>53. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2’ tall</td>
<td>138.34</td>
<td>LF @</td>
<td>358.30</td>
</tr>
<tr>
<td>54. R&amp;R 5/8&quot; - drywall per LF - up to 2’ tall</td>
<td>69.17</td>
<td>LF @</td>
<td>632.91</td>
</tr>
<tr>
<td>55. Texture drywall - machine</td>
<td>207.50</td>
<td>LF @</td>
<td>76.78</td>
</tr>
<tr>
<td>56. Seal/prime then paint the surface area twice (3 coats)</td>
<td>809.17</td>
<td>SF @</td>
<td>857.72</td>
</tr>
<tr>
<td>57. Paint part of the walls - two coats</td>
<td>1,131.25</td>
<td>SF @</td>
<td>905.00</td>
</tr>
</tbody>
</table>

### Storage 2

#### Height: 9' 2"

- **Missing Wall - Goes to Floor**
  - 3' 6" X 6' 8"
  - Opens into STORAGE_3

- **Subroom: Storage Area/Room (1)**
  - 5' 7" X 9' 2"
  - Opens into STORAGE_2

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>58. Clean floor</td>
<td>646.55</td>
<td>SF @</td>
<td>213.36</td>
</tr>
<tr>
<td>59. Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>29.25</td>
<td>LF @</td>
<td>53.82</td>
</tr>
<tr>
<td>60. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2’ tall</td>
<td>58.50</td>
<td>LF @</td>
<td>151.52</td>
</tr>
<tr>
<td>61. R&amp;R 5/8&quot; - drywall per LF - up to 2’ tall</td>
<td>29.25</td>
<td>LF @</td>
<td>267.64</td>
</tr>
<tr>
<td>62. Texture drywall - machine</td>
<td>87.75</td>
<td>SF @</td>
<td>32.47</td>
</tr>
<tr>
<td>63. Seal/prime then paint the surface area twice (3 coats)</td>
<td>426.92</td>
<td>SF @</td>
<td>452.54</td>
</tr>
<tr>
<td>64. Paint part of the walls - two coats</td>
<td>709.75</td>
<td>SF @</td>
<td>567.80</td>
</tr>
</tbody>
</table>

### Storage 3

#### Height: 14' 7"

- **Door**
  - 2' 6" X 6' 8"
  - Opens into Exterior

- **Door**
  - 2' 6" X 6' 8"
  - Opens into AIR_HANDLER_

- **Door**
  - 2' 6" X 6' 8"
  - Opens into FILE_STORAGE

COCONINO_VALLEY 2/11/2019
### Main Office Carpet

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Carpet tile</td>
<td>349.48 SF @</td>
<td>0.45 =</td>
<td>157.27</td>
</tr>
<tr>
<td>Floor prep (scrape rubber back residue)</td>
<td>349.48 SF @</td>
<td>0.54 =</td>
<td>188.72</td>
</tr>
<tr>
<td>Carpet tile</td>
<td>349.68 SF @</td>
<td>3.38 =</td>
<td>1,181.92</td>
</tr>
<tr>
<td>R&amp;R Vinyl cove - 4&quot; wrap</td>
<td>194.83 LF @</td>
<td>8.40 =</td>
<td>1,636.57</td>
</tr>
</tbody>
</table>

### Server Room

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean floor</td>
<td>313.55 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.</td>
<td>10.00 DA @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>57.83 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>115.66 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>57.83 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Texture drywall - machine</td>
<td>173.49 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Seal/prime then paint the walls twice (3 coats)</td>
<td>1,093.89 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Painter - per hour</td>
<td>5.00 HR @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
</tbody>
</table>

### Main Office

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3' 6&quot; X 6' 8&quot; Door</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean floor</td>
<td>328.10 SF @</td>
<td>0.33 =</td>
<td>108.27</td>
</tr>
<tr>
<td>Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>80.50 LF @</td>
<td>1.84 =</td>
<td>148.12</td>
</tr>
<tr>
<td>R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>161.00 LF @</td>
<td>2.59 =</td>
<td>416.99</td>
</tr>
<tr>
<td>R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>80.50 LF @</td>
<td>9.15 =</td>
<td>736.58</td>
</tr>
<tr>
<td>Texture drywall - machine</td>
<td>241.50 SF @</td>
<td>0.37 =</td>
<td>89.36</td>
</tr>
<tr>
<td>Seal/prime then paint the walls twice (3 coats)</td>
<td>1,173.96 SF @</td>
<td>1.06 =</td>
<td>1,244.40</td>
</tr>
<tr>
<td>Refrigerator - Remove &amp; reset</td>
<td>2.00 EA @</td>
<td>29.62 =</td>
<td>59.24</td>
</tr>
<tr>
<td>Painter - per hour</td>
<td>6.00 HR @</td>
<td>60.19 =</td>
<td>361.14</td>
</tr>
</tbody>
</table>

### Subroom: Main Office (1)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>25' 5&quot; X 9' 2&quot; Door</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Carpet tile</td>
<td>349.48 SF @</td>
<td>0.45 =</td>
<td>157.27</td>
</tr>
<tr>
<td>Floor prep (scrape rubber back residue)</td>
<td>349.48 SF @</td>
<td>0.54 =</td>
<td>188.72</td>
</tr>
<tr>
<td>Carpet tile</td>
<td>349.68 SF @</td>
<td>3.38 =</td>
<td>1,181.92</td>
</tr>
<tr>
<td>R&amp;R Vinyl cove - 4&quot; wrap</td>
<td>194.83 LF @</td>
<td>8.40 =</td>
<td>1,636.57</td>
</tr>
</tbody>
</table>
### CONTINUED - Main Office Carpet

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>85. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>123.17 LF @</td>
<td>2.59 =</td>
<td>319.01</td>
</tr>
<tr>
<td>86. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>61.58 LF @</td>
<td>9.15 =</td>
<td>563.46</td>
</tr>
<tr>
<td>87. Texture drywall - machine</td>
<td>184.75 SF @</td>
<td>0.37 =</td>
<td>68.36</td>
</tr>
<tr>
<td>88. Seal/prime then paint the surface area twice (3 coats)</td>
<td>1,192.43 SF @</td>
<td>1.06 =</td>
<td>1,263.98</td>
</tr>
<tr>
<td>89. Paint part of the walls - two coats</td>
<td>1,593.54 SF @</td>
<td>0.80 =</td>
<td>1,274.83</td>
</tr>
<tr>
<td>90. Window blind - horizontal or vertical - Detach &amp; reset</td>
<td>12.00 EA @</td>
<td>25.47 =</td>
<td>305.64</td>
</tr>
</tbody>
</table>

### Stairway Main Office

<table>
<thead>
<tr>
<th>Missing Wall</th>
<th>4' 2 1/8&quot; X 9' 2&quot;</th>
<th>Opens into ROOM1</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>91. Clean floor, strip &amp; wax</td>
<td>278.28 SF @</td>
<td>0.72 =</td>
</tr>
</tbody>
</table>

### Stairway

<table>
<thead>
<tr>
<th>Door</th>
<th>2' 6&quot; X 6' 8&quot;</th>
<th>Opens into HALLWAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door</td>
<td>2' 6&quot; X 6' 8&quot;</td>
<td>Opens into Exterior</td>
</tr>
<tr>
<td>Subroom: Stairwell (1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing Wall</td>
<td>4' 2&quot; X 25' 4&quot;</td>
<td>Opens into STAIRWAY</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>92. Remove Vinyl tile - High grade</td>
<td>346.21 SF @</td>
<td>0.80 =</td>
</tr>
<tr>
<td>153. Carpet tile</td>
<td>346.21 SF @</td>
<td>3.38 =</td>
</tr>
<tr>
<td>93. Floor preparation for resilient flooring</td>
<td>346.21 SF @</td>
<td>0.51 =</td>
</tr>
<tr>
<td>94. Remove Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>82.75 LF @</td>
<td>0.21 =</td>
</tr>
<tr>
<td>95. Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>107.33 LF @</td>
<td>1.84 =</td>
</tr>
<tr>
<td>96. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>69.17 LF @</td>
<td>9.15 =</td>
</tr>
<tr>
<td>97. Texture drywall - machine</td>
<td>207.50 SF @</td>
<td>0.37 =</td>
</tr>
<tr>
<td>98. Seal/prime then paint part of the walls twice (3 coats)</td>
<td>1,654.00 SF @</td>
<td>1.06 =</td>
</tr>
<tr>
<td>99. Labor to set up and take down scaffold - per section</td>
<td>8.00 EA @</td>
<td>18.99 =</td>
</tr>
</tbody>
</table>

**COCONINO_VALLEY**

2/11/2019  
Page: 7
CONTINUED - Stairway

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100. Scaffold - per section (per week)</td>
<td>4.00 WK @</td>
<td>49.28</td>
<td>197.12</td>
</tr>
<tr>
<td>101. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>138.33 LF @</td>
<td>2.59</td>
<td>358.27</td>
</tr>
</tbody>
</table>

File Storage Room  
Height: 9' 2"

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>102. Clean floor</td>
<td>161.52 SF @</td>
<td>0.33</td>
<td>53.30</td>
</tr>
<tr>
<td>103. R&amp;R Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>55.00 LF @</td>
<td>2.05</td>
<td>112.75</td>
</tr>
<tr>
<td>104. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>110.00 LF @</td>
<td>2.59</td>
<td>284.90</td>
</tr>
<tr>
<td>105. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>55.00 LF @</td>
<td>9.15</td>
<td>503.25</td>
</tr>
<tr>
<td>106. Texture drywall - machine</td>
<td>165.01 SF @</td>
<td>0.37</td>
<td>61.05</td>
</tr>
<tr>
<td>107. Seal/prime then paint the walls twice (3 coats)</td>
<td>504.19 SF @</td>
<td>1.06</td>
<td>534.44</td>
</tr>
</tbody>
</table>

Main Office Stair Entry  
Height: 9' 2"

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>108. Clean floor, strip &amp; wax</td>
<td>98.11 SF @</td>
<td>0.72</td>
<td>70.64</td>
</tr>
<tr>
<td>109. Cove base molding - rubber or vinyl, 4&quot; high</td>
<td>15.83 LF @</td>
<td>1.84</td>
<td>29.13</td>
</tr>
<tr>
<td>110. R&amp;R Batt insulation replacement per LF - 6&quot; - up to 2' tall</td>
<td>10.33 LF @</td>
<td>2.59</td>
<td>26.75</td>
</tr>
<tr>
<td>111. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>5.17 LF @</td>
<td>9.15</td>
<td>47.31</td>
</tr>
<tr>
<td>112. Texture drywall - machine</td>
<td>15.50 SF @</td>
<td>0.37</td>
<td>5.74</td>
</tr>
<tr>
<td>113. Seal/prime then paint the surface area twice (3 coats)</td>
<td>86.29 SF @</td>
<td>1.06</td>
<td>91.47</td>
</tr>
</tbody>
</table>
### Office 1

#### Description

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Carpet cove (wall wrap) - 4&quot;</td>
<td>30.83 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>30.83 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Texture drywall - machine</td>
<td>185.00 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Seal/prime then paint part of the walls twice (3 coats)</td>
<td>282.64 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Paint part of the walls - two coats - 2 colors</td>
<td>282.64 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Window blind - horizontal or vertical - Detach &amp; reset</td>
<td>4.00 EA @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
</tbody>
</table>

### Office 2

#### Description

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Carpet cove (wall wrap) - 4&quot;</td>
<td>9.42 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Entry to install cove after drywall repairs have been completed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>9.42 LF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Texture drywall - machine</td>
<td>28.26 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Seal/prime then paint the surface area twice (3 coats)</td>
<td>86.32 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Paint part of the walls - two coats</td>
<td>197.09 SF @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>Window blind - horizontal or vertical - Detach &amp; reset</td>
<td>2.00 EA @</td>
<td>BY OTHERS</td>
<td></td>
</tr>
</tbody>
</table>

### Office 3

#### Description

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpet cove (wall wrap) - 4&quot;</td>
<td>16.00 LF @</td>
<td>5.21 =</td>
<td>83.36</td>
</tr>
<tr>
<td>R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>12.00 LF @</td>
<td>9.15 =</td>
<td>109.80</td>
</tr>
<tr>
<td>Texture drywall - machine</td>
<td>42.00 SF @</td>
<td>0.37 =</td>
<td>15.54</td>
</tr>
<tr>
<td>Seal/prime then paint the surface area twice (3 coats)</td>
<td>205.49 SF @</td>
<td>1.06 =</td>
<td>217.82</td>
</tr>
<tr>
<td>Paint part of the walls - two coats</td>
<td>272.70 SF @</td>
<td>0.80 =</td>
<td>218.16</td>
</tr>
</tbody>
</table>
### Office 4
**Height: 9' 2''**

#### Missing Wall
**47' 6" X 9' 2''**
**Opens into Exterior**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>131. Carpet cove (wall wrap) - 4&quot;</td>
<td>22.43 LF @ 5.21</td>
<td>= 116.86</td>
<td></td>
</tr>
<tr>
<td>132. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>18.43 LF @ 9.15</td>
<td>= 168.64</td>
<td></td>
</tr>
<tr>
<td>133. Texture drywall - machine</td>
<td>55.29 SF @ 0.37</td>
<td>= 20.46</td>
<td></td>
</tr>
<tr>
<td>134. Seal/prime then paint the surface area twice (3 coats)</td>
<td>435.42 SF @ 1.06</td>
<td>= 461.55</td>
<td></td>
</tr>
<tr>
<td>135. Paint part of the walls - two coats</td>
<td>197.08 SF @ 0.80</td>
<td>= 157.66</td>
<td></td>
</tr>
</tbody>
</table>

### Office 5
**Height: 9' 2''**

#### Door
**2' 6" X 6' 8''**
**Opens into Exterior**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>136. R&amp;R Carpet cove (wall wrap) - 4&quot;</td>
<td>30.83 LF @ BY OTHERS</td>
<td>= BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>137. R&amp;R 5/8&quot; - drywall per LF - up to 2' tall</td>
<td>30.83 LF @ BY OTHERS</td>
<td>= BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>138. Texture drywall - machine</td>
<td>185.00 SF @ BY OTHERS</td>
<td>= BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>139. Seal/prime then paint part of the walls (2 coats) - 2 colors</td>
<td>282.64 SF @ BY OTHERS</td>
<td>= BY OTHERS</td>
<td></td>
</tr>
<tr>
<td>140. Paint part of the walls - two coats</td>
<td>282.64 SF @ BY OTHERS</td>
<td>= BY OTHERS</td>
<td></td>
</tr>
</tbody>
</table>

### Grand Total Areas:

- **17,577.94** SF Walls
- **8,379.04** SF Ceiling
- **25,956.99** SF Walls and Ceiling
- **8,356.30** SF Floor
- **928.48** SY Flooring
- **1,696.67** LF Floor Perimeter
- **0.00** SF Long Wall
- **0.00** SF Short Wall
- **1,727.26** LF Ceiling Perimeter
- **8,356.30** Floor Area
- **8,804.74** Total Area
- **17,577.94** Interior Wall Area
- **9,249.87** Exterior Wall Area
- **896.83** Exterior Perimeter of Walls
- **0.00** Surface Area
- **0.00** Number of Squares
- **0.00** Total Perimeter Length
- **0.00** Total Ridge Length
- **0.00** Total Hip Length
### Summary for Commercial Building 1

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item Total</td>
<td>96,889.40</td>
</tr>
<tr>
<td>Material Sales Tax</td>
<td>1,449.31</td>
</tr>
<tr>
<td>Subtotal</td>
<td>98,338.71</td>
</tr>
<tr>
<td>Overhead</td>
<td>9,833.94</td>
</tr>
<tr>
<td>Profit</td>
<td>9,833.94</td>
</tr>
<tr>
<td><strong>Replacement Cost Value</strong></td>
<td><strong>$118,006.59</strong></td>
</tr>
<tr>
<td><strong>Net Claim</strong></td>
<td><strong>$118,006.59</strong></td>
</tr>
</tbody>
</table>

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Ryun Okeefe
Recap of Taxes, Overhead and Profit

<table>
<thead>
<tr>
<th>Line Items</th>
<th>Overhead (10%)</th>
<th>Profit (10%)</th>
<th>Material Sales Tax (8.951%)</th>
<th>Storage Rental Tax (8.951%)</th>
<th>Local Food Tax (3.351%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>9,833.94</td>
<td>9,833.94</td>
<td>1,449.31</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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11. | 03/12/2019 | Facilities | Remediation contract with Valley Services of Arizona for King Street Building | 3/12/2019 Page 21 of 38

COCONINO_VALLEY

2/11/2019

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Recap by Room

Estimate: COCONINO_VALLEY

<table>
<thead>
<tr>
<th>Area: 1st Floor Flood</th>
<th>54,387.40</th>
<th>56.13%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ponda Rosa</td>
<td>6,831.25</td>
<td>7.05%</td>
</tr>
<tr>
<td>Hallway</td>
<td>6,082.57</td>
<td>6.28%</td>
</tr>
<tr>
<td>Storage Closet</td>
<td>327.59</td>
<td>0.34%</td>
</tr>
<tr>
<td>Telephone Room</td>
<td>1,170.86</td>
<td>1.21%</td>
</tr>
<tr>
<td>Room 163</td>
<td>7,626.94</td>
<td>7.87%</td>
</tr>
<tr>
<td>Storage 2</td>
<td>1,739.15</td>
<td>1.79%</td>
</tr>
<tr>
<td>Storage 3</td>
<td>3,164.10</td>
<td>3.27%</td>
</tr>
<tr>
<td>Main Office Carpet</td>
<td>6,959.76</td>
<td>7.18%</td>
</tr>
<tr>
<td>Stairway Main Office</td>
<td>200.36</td>
<td>0.21%</td>
</tr>
<tr>
<td>Stairway</td>
<td>5,008.84</td>
<td>5.17%</td>
</tr>
<tr>
<td>File Storage Room</td>
<td>1,549.69</td>
<td>1.60%</td>
</tr>
<tr>
<td>Main Office Stair Entry</td>
<td>271.04</td>
<td>0.28%</td>
</tr>
<tr>
<td><strong>Area Subtotal: 1st Floor Flood</strong></td>
<td><strong>95,319.55</strong></td>
<td><strong>98.38%</strong></td>
</tr>
</tbody>
</table>

| Area: 2nd Floor Window Leaks | 644.68    | 0.67%   |
| Office 3                    | 925.17    | 0.95%   |
| **Area Subtotal: 2nd Floor Window Leaks** | **1,569.85** | **1.62%** |

| Subtotal of Areas          | 96,889.40 | 100.00% |

| Total                      | 96,889.40 | 100.00% |
Recap by Category

<table>
<thead>
<tr>
<th>O&amp;P Items</th>
<th>Total</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLIANCES</td>
<td>59.24</td>
<td>0.05%</td>
</tr>
<tr>
<td>CLEANING</td>
<td>1,155.54</td>
<td>0.98%</td>
</tr>
<tr>
<td>CONTENT MANIPULATION</td>
<td>9,600.00</td>
<td>8.14%</td>
</tr>
<tr>
<td>GENERAL DEMOLITION</td>
<td>8,121.43</td>
<td>6.88%</td>
</tr>
<tr>
<td>DRYWALL</td>
<td>4,975.29</td>
<td>4.22%</td>
</tr>
<tr>
<td>FLOOR COVERING - CARPET</td>
<td>18,573.99</td>
<td>15.74%</td>
</tr>
<tr>
<td>FLOOR COVERING - VINYL</td>
<td>2,307.14</td>
<td>1.96%</td>
</tr>
<tr>
<td>FINISH HARDWARE</td>
<td>9,296.00</td>
<td>7.88%</td>
</tr>
<tr>
<td>INSULATION</td>
<td>2,417.33</td>
<td>2.05%</td>
</tr>
<tr>
<td>LABOR ONLY</td>
<td>20,365.20</td>
<td>17.26%</td>
</tr>
<tr>
<td>PAINTING</td>
<td>18,446.16</td>
<td>15.63%</td>
</tr>
<tr>
<td>SCAFFOLDING</td>
<td>349.04</td>
<td>0.30%</td>
</tr>
<tr>
<td>WINDOW TREATMENT</td>
<td>305.64</td>
<td>0.26%</td>
</tr>
<tr>
<td>WATER EXTRACTION &amp; REMEDIATION</td>
<td>917.40</td>
<td>0.78%</td>
</tr>
<tr>
<td>O&amp;P Items Subtotal</td>
<td>96,889.40</td>
<td>82.11%</td>
</tr>
<tr>
<td>Material Sales Tax</td>
<td>1,449.31</td>
<td>1.23%</td>
</tr>
<tr>
<td>Overhead</td>
<td>9,833.94</td>
<td>8.33%</td>
</tr>
<tr>
<td>Profit</td>
<td>9,833.94</td>
<td>8.33%</td>
</tr>
<tr>
<td>Total</td>
<td>118,006.59</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Valley Services of Arizona
75 W. Baseline Rd Suite 31
Gilbert, AZ 85233
Office: (480) 507-3381
Fax: (480) 507-3857
ROC#248385

COCONINO_VALLEY
**Certificate of Liability Insurance**

**Producer:** Brown & Brown Insurance of AZ, Inc  
2800 North Central Avenue, Suite 1600  
Phoenix AZ 85004

**Insured:** Valley Fire & Water Restorations, Inc.  
75 W Baseline Rd #31  
Gilbert AZ 85233

---

**Coverages**

| Certificate Number: 1895241086 |

---

**Certificate Holder:**

Coconino County  
Attn: HR-Risk Management 420 N San Francisco St.  
Flagstaff AZ 86001

**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.

---

**Description of Operations / Locations / Vehicles**

- Additional insured applies to General Liability when required by written contract per attached form CG2010 0704. Additional insured-completed operations applies to General Liability when required by contract per form CG2037 0413. Waiver of subrogation applies to General Liability when required under contract per form AWW-ECC 0311 1013. General liability coverage is Primary and Non-Contributory per attached form AWW-ECC 0313 1013. Additional insured applies to Pollution Liability per form AHSECC0310 0714. Pollution Liability additional insured-completed operations applies per form AHSECC0373 0814. Additional insured applies to auto per attached form 58504 1-15. Waiver of subrogation applies to auto per attached form 58583 1-15. Waiver of subrogation applies to workers compensation per form WC00313 04/84.

---

**CANCELLATION**

Authorized Representative

Rebecca Murray
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization as required by a signed written contract with the Named Insured.</td>
<td>As designated in a signed written contract with the Named Insured.</td>
</tr>
</tbody>
</table>

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:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   - This insurance does not apply to "bodily injury" or "property damage" occurring after:
     1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
     2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.</td>
<td>Those project locations where this endorsement is required by Contract.</td>
</tr>
</tbody>
</table>

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” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
ENDORSEMENT

Named Insured: Valley Fire & Water Restorations, Inc.  Policy Number: EVP1001302-00

(12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations)

MOLD and MILDEW COVERAGE ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies coverage provided under the following but only as it relates to mold and mildew damage:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Insuring Agreements (Section I) – A. Coverage and Defense – CONTRACTORS POLLUTION LIABILITY shall be deleted and replaced by the following:

The Company shall pay on behalf of an insured any claim an insured is legally obligated to pay as a result of damages arising out of or comprised of mold or mildew that is the direct result of your performance of contracting or remediation operations for a client provided that:

1. Such pollution condition occurs during the Policy Period;

2. Such contracting and remediation operations must take place in the United States of America, its territories or possessions, or Canada.

3. Progressive, indivisible bodily injury or property damage over a period of days, weeks, or months or longer caused by the same continuous, repeated or related pollution condition shall be deemed to have occurred only on the date of the first exposure to such pollution condition.

4. If the date of the first exposure is before the inception date of the first policy covering Contractors Pollution Liability issued to you by us, or the date of the first exposure cannot be determined, but the progressive, indivisible bodily injury or property damage continues to exist during the Policy Period, it will be deemed to have occurred only on the inception date of the first policy covering Contractors Pollutions Liability issued to you by us from which such pollution condition resulted.

The Company shall have the right and duty to assume the adjustment, defense and settlement of any claim to which this insurance applies. Claim expenses reduce the applicable Limits of Insurance set out in the Declarations as described in the Limits of Insurance (Section III.) and Deductible (Section IV.) and by this endorsement.

Date of Issuance: 3/12/2019  Page 1 of 3  Policy Form: Western World Insurance Company  Endorsement Form: AWWEVP- ECC 0402 0216
ENDORSEMENT

The Company’s duty to adjust, defend and settle all claims to which this insurance applies, pending and future, ends when the Company has used up the applicable Limits of Insurance in the payment of judgements, settlements, claims, losses, damages or claim expenses collectively under any/or all coverages provided by this policy.

The Company will pay all claim expenses in excess of the Deductible for all claims covered under the terms of this Policy. The Company shall have both the right and duty to provide for the defense of the insured with respect to a claim made against the insured in the United States of America, its territories or possessions, or Canada, to which this Policy applies. The Company shall also have the exclusive right to investigate such claim, to designate and appoint all legal counsel to defend the insured and to otherwise control the defense thereof.

If a claim is made against any insured such as is described in the immediate foregoing paragraph, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such claim. If the Company elects not to provide for the defense of such claim, the named insured, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such eventuality, the Company shall indemnify the named insured for claim expenses incurred and damages and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all claims, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the named insured to any settlement without the named insured’s consent. If, however, the named insured refuses to consent to a settlement recommended by the Company and elects to contest such claim or continue legal proceedings in connection therewith, the Company’s liability shall be limited to the sum of the amount for which the claim could have been settled and all claim expenses incurred up to the time of such refusal, which are in excess of the Deductible.

The Company's duty to provide for the defense of any insured, to pay damages on behalf of any insured, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this Policy become exhausted by payment of damages or claim expenses;

2. If the named insured fails to fulfill its Deductible obligation as imposed by Section IV. Deductible; or
ENDORSEMENT

3. If the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, contains any material misrepresentation or omission of fact.

Notwithstanding anything contained in this policy to the contrary, it is hereby agree that such coverage as is afforded by this policy shall be subject to a Deductible of $ applicable to each claim arising directly or indirectly out of or in concurrence with any actual, alleged or threatened discharge, dispersal, seepage, release, cross contamination or escape of any form of mold or mildew. It is also agreed that all expenses and costs described under the Supplementary Payments section stated in the Coverage Form shall be subject to the Deductible.

Definitions

Mold or mildew includes any discharge, dispersal, seepage, release, cross contamination or escape of any form of fungus including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.
AGGREGATE LIMITS PER PROJECT ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Subject to the Overall General Aggregate Limit stated in the Declarations, the General Aggregate Limit under Section III – LIMITS OF INSURANCE applies separately to each of your “project(s)”.

It is further understood and agreed that the following changes are made to the policy:

(1) The Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

   Overall General Aggregate Limit: $
   General Aggregate Limit per "project": $

(2) Section III – LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph:

   7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this Section III – LIMITS OF INSURANCE regardless of the number of your " projects"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For purposes of this endorsement, “projects” means the projects shown in the Schedule of Projects below.

Schedule of Project(s)

Any projects for which the Named Insured agrees, in a written contract, to provide a designated construction project general aggregate limit.

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

Authorized Representative

Western World Insurance Company
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

CONTRACTOR’S POLLUTION LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as additional insured. However, this status exists only for the project specified in that contract.</td>
<td>Those project locations where this endorsement is required by contract.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Definitions** 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
ENDORSEMENT

Named Insured: Valley Fire & Water Restorations, Inc.  Policy Number: EVP1001302-00

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE
ENDORSEMENT –
DESIGNATED WORK OR PROJECT(S)

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the named insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $____________, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.
ENDORSEMENT

Named Insured: Valley Fire & Water Restorations, Inc. Policy Number: EVP1001302-00

(12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations)

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured is included as an insured, but only as respects the project specified in that contract and only with respect to that person’s or organization’s vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. those limits required by written contract; or
2. the applicable per claim limit per the Declarations.

__________________________________________
Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS
(WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. 5. Our Right to Recover Payments is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for bodily injury or property damage:

a. Covered by the policy; and

b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity only if such rights have been waived by the written contract prior to the accident or loss which caused the bodily injury or property damage.

All other policy terms and conditions apply.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

<table>
<thead>
<tr>
<th>State</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZ</td>
<td>Any party with whom the insured agrees to waive subrogation in a written contract.</td>
</tr>
</tbody>
</table>

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 Date: 10/01/2018  Policy Number: BNUWC0145032  Endorsement No.: 

Insured Name: Valley Fire & Water Restorations, Inc  Premium: 

Insurance Company: Carolina Casualty Insurance Company

Countersigned by
Date:
March 1, 2019

Coconino County
219 East Cherry Ave.
Flagstaff, AZ 86001

Travelers Insurance
Property Address: 2625 N. King St., Flagstaff AZ 86001

The Draw Schedule for the above referenced location is as follows:

**DRAW SCHEDULE**
1st Draw - Upon Commencement $35,401.98
2nd Draw - At Drywall Stage $35,401.98
3rd Draw - At Flooring Stage $35,401.98
Final Draw upon receipt of Certificate of Occupancy $5,449.13

**Scope of Work Total** $118,006.59

Upon each Draw Request, a Conditional Waiver and Release on Progress Payment will be provided. A Full and Final Waiver of Lien will be provided at the completion of the project.

If you have any questions or require additional information at any time, please do not hesitate to call.

Respectfully Submitted,

Leigh Anne Tucker
Valley Services of Arizona

Reviewed & Approved by:

[Signature]
Coconino County Representative [Signature] Date 3/5/2019
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Approve copier budget amendment in an amount of $2,100.00 to cover additional functionalities and sales tax not previously calculated.

RECOMMENDED MOTION:

Approve copier budget amendment in an amount of $2,100.00 to cover additional functionalities and sales tax not previously calculated.

BACKGROUND:

The copier replacement fund places new copiers with Departments when functionality is outdated, and/or the copy volume is excessive, requiring numerous service calls. Due to additional functionality requirements and sales tax the budgeted amount was short $2,100.00 in order to pay for these new copiers.

ALTERNATIVES:

None, as these copiers are in place at the Departments

FISCAL IMPACT:

Copier replacement fund 1006.09.0909.0000.0000608.808011 - $2,100.00

ATTACHMENTS:

1 - Staff Report
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Approve Intergovernmental Agreement and Addendum to Join Arizona Counties Insurance Pool (ACIP) in FY20 for Property Casualty Insurance Coverages effective 07/01/2019.

RECOMMENDED MOTION:

Approve the Intergovernmental Agreement and Addendum to join the Arizona Counties Insurance Pool (ACIP) in FY20 for Property Casualty Insurance Coverages effective 7/1/2019.

BACKGROUND:

Coconino County reviews insurance placement annually and each year considers the Arizona Counties Insurance Pool (ACIP). The ACIP pool was established in 1988 and now includes twelve out of fifteen counties. The ACIP pool is attuned to Arizona issues, and presents information to the Arizona legislature on behalf of all counties and its members on pending legislation and emerging issues. Member entities often share information and work together for improved outcomes in risk management. The ACIP pool also affords the ability to partner with Arizona counties to build an equity position in paid premiums accumulated by the ACIP pool, with the possibility of dividends.

The coverages offered by ACIP are very similar to our existing guaranteed cost program with national insurers for property, public entity liability, crime, cyber liability, healthcare liability, pollution liability, and excess liability. The ACIP group proposes lower coverage limits for public entity liability in alignment with other Arizona counties. The ACIP proposal also offers lower deductibles and self-insured retentions at lower overall pricing which would benefit the County.

ACIP has provided an Intergovernmental Agreement and Addendum for moving Property Casualty Insurance Coverage to them in FY20. HR/Risk Management recommends approving the contract to join ACIP effective 07/01/2019 for Property Casualty Insurance Coverages.
**ALTERNATIVES:**

If the Board chooses not to join the ACIP pool at this time, the Board may elect to remain in the standard insurance market for purchase of its property/casualty insurance at the FY20 renewal. The Board may revisit this decision in future years at its choosing.

**FISCAL IMPACT:**

Approving the Intergovernmental Agreement and Addendum with ACIP will insulate the County from market rate increases and lower our insurance deductibles to save the county significant dollars in claims.

**ATTACHMENTS:**

1. Staff Report
2. ACIP IGA AND ADDENDUM FOR COCONINO COUNTY
3. ACIP INSURANCE PROPOSAL FY20
4. ACIP PRESENTATION TO THE BOARD FROM 2019.01.16.
5. INSURANCE OPTIONS TALKING POINTS
THIRD AMENDED

INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public agencies as approved by the Pool, which are signatories hereto (“Party” and/or “Parties”). The parties enter into this Intergovernmental Agreement (“Agreement”) to provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer’s liability, workers’ compensation, liability losses, and other losses as may be permitted by law, pursuant to A.R.S. §§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool (“ACIP”).

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

2.1 Arizona Revised Statues § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.

2.2 Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their exposures for property, fidelity and liability losses and to provide for the payment of such property loss, fidelity loss or claim of liability made against any member of the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.

2.3 Arizona Revised Statutes § 11-952.01 (B) permits two or more public agencies to establish a workers’ compensation pool to provide for the payment of workers’ compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.

2.4 The governing board of each Party has determined that it is in the Party’s best interest and in the public interest that this Agreement be executed and that each Party shall participate in ACIP as set forth in this Agreement.

2.5 The governing board of each Party has determined that that Party should join together with the other Parties for the purposes of:

a. Providing coverages for:
1. property,
2. automobile liability,
3. workers’ compensation and employer’s liability,
4. general liability, including employment practices liability, public officials liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

b. developing effective risk management programs to reduce the amount and frequency of their losses;

c. pooling their self-insured losses;

d. jointly purchasing excess insurance or reinsurance; and

e. adopting Memoranda of Coverage;

f. providing claims services and claims administration;

g. providing or purchasing such administrative services as the Board of ACIP determines is necessary for the appropriate administration of ACIP, and;

h. purchasing or providing other insurance or risk management services.

3. Term of Agreement. This Agreement shall become effective upon the later of July 1, 2012 or the approval of all parties as provided in paragraph 22, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for an additional ten year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by Addenda. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties or to permit a new or existing party to participate in ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

5.1 The specific exposures covered by ACIP, the procedure for making claims against ACIP, the persons or entities to be indemnified by ACIP, the limitations and exclusions on coverage,
and various other matters necessary or appropriate to the functioning of ACIP are more particularly described in the one or more Memoranda of Coverage and Bylaws which shall be adopted by the Board. The terms of the Memoranda of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety days prior written notice thereof; and provided further that the form of the Memoranda of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memoranda of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

5.2 The Board shall process, defend and pay all claims against the Parties which are included under the scope of the Memoranda of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section 18 prior to settlement or payment of claim.

5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.

5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party’s participation in this Agreement, except through the payment of losses by ACIP or by the Party.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in ACIP under the following terms and conditions:

6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six months after the initial entry date of a Party except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party under the terms of this Agreement.

6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six months from initial entry, effective as of the last day of ACIP’s fiscal year, by written notice of termination given at least one year prior to the last day of ACIP’s fiscal year.
6.3 Participation in this Agreement may be terminated as to any Party by a two thirds vote of the Board.

7. **Termination of ACIP.** ACIP shall be terminated upon the first to occur of any of the following events:

7.1 When all Parties but one in ACIP have ceased to participate;

7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ACIP is too small to adequately indemnify against the exposures specified in the Memoranda of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least six months written notice of such termination. Upon termination of ACIP, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study.

8. **ACIP Funding.** ACIP shall be funded as follows:

8.1 **Deposit of Contribution.** At such dates as may be determined by the Board, the anticipated liabilities and expenses of ACIP for the fiscal year or portion thereof shall be calculated based on use of services, loss history, and other underwriting criteria as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memorandum of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among ACIP’s participating Parties based on the pro rata exposure of each Party and as otherwise determined by the Board based on each Party’s utilization of resources. Each Party agrees to furnish all information requested by the ACIP as necessary to determine the relative exposure of the Parties. Each Party shall pay its deposit premium for the whole year to ACIP in cash within thirty days of such notification, or by such later date as shall be specified in the notice.

8.2 **Retrospective Contribution Adjustment.** A retrospective contribution calculation formula may be adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit contribution paid for the fiscal year shall be applied as a credit against the retrospective contribution. Retrospective contribution adjustments for each fiscal year shall be made eighteen months
after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party’s withdrawal from participation or the termination of this Agreement.

8.3 Assessment. If ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution. In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party’s participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty days in which to pay such assessment. Each Party shall remain liable for such assessments, regardless of the Party’s withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party’s period of membership.

8.4 Claims Reserves. ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims as may be appropriate for pooling participation. ACIP shall also maintain contingency margins deemed appropriate by the Board.

8.5 Banking Relationships. ACIP may enter into a financial services agreements with banks and other financial institutions and may issue checks in its own name to carry out the terms of this Agreement. ACIP may invest its monies in equity securities, mutual finds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323.

8.6 Distribution of Surplus. At the termination of ACIP’s existence, any surplus funds in ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ACIP shall be distributed among the then existing Parties that are participants in ACIP. Such distribution shall be allocated among such participants as required by law and as may be determined by the Board.
9. **Workers’ Compensation Provisions.** The following provisions shall apply to the provision of workers’ compensation insurance only:

9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.

9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party’s balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two thirds vote of the Board.

10. **Suspension.** In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten days' written notice to the Party, suspend the Party’s coverage under this Agreement for a period of up to eighty days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten day period, termination of the Agreement may occur ninety days after the notice of default. During such eighty day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety days following from the written notice of default, or the circumstances, if any, under which the Party’s participation in ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ACIP surpluses or property upon the termination of ACIP. Regardless of such termination, however, the Party’s liability for retrospective premiums and assessments under Section 8 above shall be unaffected.

11. **Effect of Withdrawal or Expulsion.** The withdrawal or expulsion of any Party after its inception in ACIP will not terminate its responsibility:

11.1 to cooperate fully with ACIP in determining the cause of losses and the settlement of claims as described in the Memoranda of Coverage;

11.2 to pay any retrospective premium adjustments and assessments determined by the Board to be due and payable for each year of participation;

11.3 to provide the Executive Director with such statistical and loss experience data as may be necessary for the Executive Director to carry out this Agreement; and

11.4 to cooperate with the Board and assist the Executive Director and any insurer, common claims adjuster or legal counsel retained by ACIP, in all matters relating to this Agreement.
11.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and

11.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

12. Board of Trustees. ACIP shall be administered by a Board of Trustees consisting of at least five persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board.

13. Loss Control. ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

14. Duties of the Board. The Board shall:

14.1 Establish the terms and conditions of coverage within ACIP, including exclusions of coverage;

14.2 Ensure that all claims covered by the Memoranda of Coverage for which each member incurs liability during the Party’s period of membership are paid promptly;

14.3 Take all necessary precautions to safeguard the assets of ACIP;

14.4 Maintain minutes of its meetings;

14.5 Designate an Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of ACIP and delineate in the written minutes of its meetings the areas of authority delegated to the Executive Director; and
14.6 Notify the Director of the Department of Insurance and the Director of the Industrial Commission of the existence of the Pool and file with such Director and with the Arizona Attorney General a copy of this Agreement, which the Attorney General shall file with the Secretary of State as prescribed by A.R.S. § 11-952.01(H).

14.7 In accordance with A.R.S. § 11-952.01(J), the Board shall not:

   a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and
   
   b. Borrow any monies from ACIP or in the name of ACIP except in the ordinary course of business.

15. **Powers of the Board.** The Board may:

   15.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of ACIP;

   15.2 Retain legal counsel, actuaries, auditors, engineers, private consultants, claims adjustors and advisors;

   15.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;

   15.4 Purchase, lease or rent real or personal property as the Board deems necessary;

   15.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and

   15.6 Perform claims administration services and defend and settle claims; and

   15.6 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

16. **Inspection and Audit.** ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party’s properties and operations at any time. Neither ACIP's right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

   16.1 ACIP may examine and audit a Party’s books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final
termination of this Agreement, insofar as said books-and-records may relate to the subject matter of this Agreement.

16.2 ACIP shall be audited annually at the expense of ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ACIP including an estimate of the incurred but not reported claims. ACIP shall also pay the cost of any examination of ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

17. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The current ACIP Bylaws shall continue in full force and effect under this Agreement provided that the Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of all members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ACIP so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

18. Objection to Payment of Claims.

18.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board’s intention to pay a claim, and must be authorized by the Objecting Party’s risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.

18.2 Should the Board’s decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the
claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board’s decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

18.3 The Board shall have the right to pay any claim which does not exceed Fifty Thousand Dollars ($50,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memoranda of Coverage, or by the Board.

18.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. Claims information shall be treated as confidential to the greatest extent which the law will allow.

19. **Place of Business.** ACIP shall establish a principal place of business within Arizona and shall notify all participants of such location.

20. **Conformity with Law.** In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. **Fiscal Year.** The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. **Authorizing Action.** This Agreement shall become effective upon its effective date as set forth in paragraph 3 of this Agreement and only upon the execution and delivery of this Agreement by an authorized representative of each Party on behalf of the Party and approved by the Party’s County Attorney as to form.

23. **Liability.** No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ACIP as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ACIP is to indemnify that Party against such loss as
provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

24. **Replaced Agreements.** This Agreement replaces the Second Amended Intergovernmental Agreement filed with the Secretary of State on August 10, 1992 and renewed on August 10, 1998 and again on March 30, 2009 and the Intergovernmental Agreement for a Workers’ Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF _______  
By: ______________________    
Its: ______________________    
Date: ______________________

COUNTY OF _______  
By: ______________________    
Chairman of the Board  
Date: ______________________

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of _______ County.

Witness: ______________________

Deputy County Attorney
THIRD AMENDED
INTERGOVERNMENTAL AGREEMENT

ADDENDUM

1. The Third Amended Intergovernmental Agreement, approved June 25, 2012, is amended to add Coconino County as a party effective July 1, 2019. The participation terms and conditions articulated in Section 9 (Workers’ Compensation) of the Third Amended Intergovernmental Agreement are not applicable to participation by Coconino County.

2. The Retrospective Contribution Adjustment articulated in Section 8 of the Third Amended Intergovernmental Agreement is not applicable to Coconino County for their first three (3) years of participation, at which time we will expect to have the clause removed in its entirety from the Intergovernmental Agreement. The Retrospective Contribution Adjustment reads as follows:

   8.2 Retrospective Contribution Adjustment. A retrospective contribution calculation formula may be adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit contribution paid for the fiscal year shall be applied as a credit against the retrospective contribution. Retrospective contribution adjustments for each fiscal year shall be made eighteen months after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party's withdrawal from participation or the termination of this Agreement.

APPROVED by the Board of Trustees of the Arizona Counties Insurance Pool this 15th day of February, 2019.

Edward Gilligan, Chairman

COUNTY OF COCONINO

BY: ________________________________
Title: ______________________________
DATE: ______________________________
Insurance Proposal
Prepared For Coconino County
Presented: January 3, 2019
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Our Pool and Service Team
Our Pool

Established in 1988, the Arizona Counties Insurance Pool (ACIP) is uniquely positioned to protect Arizona’s Counties from financial uncertainty in today’s ever-changing market. With this partnership, the ACIP provides the stability Counties need in managing the total cost of risk by leveraging our expertise in the areas unique to government exposures. Whether it be road design, law enforcement or public policy, the ACIP has the proven ability to work with our partner Counties for effective and financially efficient outcomes. Every current Member of the ACIP enjoys economic equity and control of their financial destiny.

The ACIP prides itself on its professional staff. The ACIP managers work closely with the Arizona Sheriff’s Association, the Arizona Association of Counties, the Arizona Jail Association, Arizona Self-Insurers’ Association, and the Arizona and National Public Risk Management Association. The ACIP also partners with the County Supervisors Association and is frequently involved in liability and workers’ compensation legislation. The ACIP staff are all certified in their areas of expertise including Chartered Property Casualty Underwriter, Senior Professional in Human Resources, Associate in Claims, Associate in Risk Management, Associate in General Insurance, Associate in Underwriting Management.
# Service Team

Bill Hardy has primary service responsibility for your County. We operate using a team approach. Your Service Team consists of:

<table>
<thead>
<tr>
<th>NAME / TITLE</th>
<th>PHONE / ALT. PHONE</th>
<th>EMAIL</th>
<th>ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Hardy, Executive Director</td>
<td>(602) 452-4520 office (602) 999-9905 cell</td>
<td><a href="mailto:bill@aciponline.org">bill@aciponline.org</a></td>
<td>Executive Director</td>
</tr>
<tr>
<td>Joe Zingaro, CFO</td>
<td>(602) 452-4521 office (602) 399-3366 cell</td>
<td><a href="mailto:joe@aciponline.org">joe@aciponline.org</a></td>
<td>Financials, Reports</td>
</tr>
<tr>
<td>Kurt Braatz, SPHR Loss Control Manager</td>
<td>(602) 452-4522 office (602) 689-5869 cell</td>
<td><a href="mailto:kurt@aciponline.org">kurt@aciponline.org</a></td>
<td>Training, Risk Support, Loss Control Programs</td>
</tr>
<tr>
<td>Cynthia Maalouf, AIC Liability Claims Manager</td>
<td>(602) 452-4533 office (602) 799-5639 cell</td>
<td><a href="mailto:cynthia@aciponline.org">cynthia@aciponline.org</a></td>
<td>Liability Claims Adjuster</td>
</tr>
<tr>
<td>Valerie Porter, CPCU, ARM, AU-M, AINS Office Manager</td>
<td>(602) 452-4529 office (602) 460-4870 cell</td>
<td><a href="mailto:valerie@aciponline.org">valerie@aciponline.org</a></td>
<td>Insurance Coverage and Contracts</td>
</tr>
<tr>
<td>Laura Tonges, AIC, ARM, AINS Office Admin Asst.</td>
<td>(602) 452-4526 office</td>
<td><a href="mailto:laura@aciponline.org">laura@aciponline.org</a></td>
<td>Auto Claims Adjuster</td>
</tr>
</tbody>
</table>

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. is the ACIP’s broker. Your Service Team with AJG consists of:

<table>
<thead>
<tr>
<th>NAME / TITLE</th>
<th>PHONE / ALT. PHONE</th>
<th>EMAIL</th>
<th>ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Chino, ARM-PE, CSRM Area Senior Vice President</td>
<td>(949) 349-9827 office (909) 239-4733 cell</td>
<td><a href="mailto:John_Chino@ajg.com">John_Chino@ajg.com</a></td>
<td>Producer</td>
</tr>
<tr>
<td>Nasreen Kopecky, CPCU, AU Account Executive</td>
<td>(949) 349-9857 office (949) 235-0169 cell</td>
<td><a href="mailto:Nasreen_Kopecky@ajg.com">Nasreen_Kopecky@ajg.com</a></td>
<td>Client Service Manager</td>
</tr>
</tbody>
</table>
Benefits of ACIP
Benefits of ACIP

The ACIP is a non-profit insurance pool formed to enhance the fiscal strength of Arizona Counties only. As a non-profit, the ACIP is solely focused on customer service and the equity potential of Counties in our State. This is a unique benefit that is unavailable from the insurance industry. An example of this advantage is already shared with Coconino. For approximately fifteen years, the Pool has worked with the Coconino County's Sheriff Office in statewide training and law enforcement activities. We are grateful for your contribution to the well-being of all Arizona Counties.

As experts in County risk management, we recognize Coconino County has a strong risk management program and exceptional loss history. This has enabled your County to receive extremely favorable insurance rates. However, should Coconino County experience adverse losses or if there is a “hardening” of the market, this could change. An important value to pooling is the “critical mass” to stabilize shifting markets as well as abate loss experience challenges. A recent example provides a clear illustration of this fact: Yuma County also has an exceptional loss history but was unable to prevent their carrier from increasing their deductible from $400,000 to $1 million. Since its formation in 1988, the ACIP has set its retention with reinsurers based on the needs of the membership and not the whims of the insurance industry.

As a non-profit pool we are never motivated to earn a “return on earnings”. Our profit is measured by the excellent customer service we provide. This allows us to focus effectively in all areas of risk management and work closely with our current membership of 12 Counties. Coconino County has maintained a comprehensive risk management program that is “top of the class”; however, your service model will be greatly enhanced with the benefit of the ACIP’s 30-year experience in claims handling. Our litigation oversight has never been diluted by customers who are not Arizona Counties. Therefore, our legal proficiency has been garnered from years of litigating issues unique to County government. In addition to our claims and litigation capability, the ACIP also facilitates quarterly meetings with Human Resource Directors, Risk Managers, Jail Commanders and additional groups as necessary.

Since our formation in 1988, ACIP has returned nearly $7 million ($6.98M) to the Counties in the form of dividends. There is currently in excess of $10 million of additional County equity ownership. Coconino County also has the potential to build equity in this pooling arrangement. The graph below illustrates the growth of the equity position for all 12 ACIP Members:
Arizona Counties Insurance Pool

Your Program
## Arizona Counties Insurance Pool

### Coverage:

#### Public Entity Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
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<tr>
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<tr>
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</tr>
<tr>
<td><strong>Automobile Liability (AL)</strong></td>
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<td>$125K</td>
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<tr>
<td><strong>Law Enforcement Liability</strong></td>
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<td>$125K</td>
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<td><strong>Public Officials Errors &amp; Omissions Liability</strong></td>
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<td><strong>Automobile Physical Damage-Greater than $25K</strong></td>
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<tr>
<td>• Collision</td>
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<td>$25K</td>
</tr>
<tr>
<td>• UM/UIM Specific Autos</td>
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A comparison between the current structure of Coconino County’s insurance program and the ACIP yields mostly commonality except for limits in certain categories (in addition, Coconino County procures an excess policy). The ACIP is a mature Pool with thirty (30) years of reliable claims data which permits us to purchase limits strategically. As an example, in our history, the twelve ACIP Members’ claims for Errors & Omissions (E&O) is less than one percent of the total losses. In fact, the highest E&O claim the ACIP has ever paid was less than $100,000 ($91,000). In addition, Employment Liability claims make up less than seven percent of claims in the Pool’s history. We have never paid more than $481,000 for any employment claim and that claim was an anomaly. Our long history and large amount of claims
data assists us with our assessment of the need for limits. For the ACIP (or any County) to buy higher limits for E&O, Employment Liability is an expensive process and we do not see the value. On the other hand, our history tells us that GL/AL and Law Enforcement claims can be both frequent and severe; therefore, we procure higher limits for those coverages.

Annually, the ACIP Board of Trustees evaluates the appropriate limits for the Pool Members based on historical data and verdict trends. Currently, the ACIP Board has set a limit of $15 million and feels that these limits are sufficient. Whether Coconino County decides to come to the ACIP or remain with their current insurance carrier, we will make our loss data available to Coconino County.

Public Defenders: The ACIP has always covered Public Defenders. We will amend the definition for ‘WRONGFUL ACT’ in our Memorandum of Coverage to specifically include the activities of the Public Defenders in providing legal representation to indigent defendants on behalf of the NAMED MEMBER. This will definitively demonstrate E & O coverage.

Auto Physical Damage: We presented two options. Coconino County’s current program mirrored our Option One and Option Two is ACIP’s normal package. We do not underwrite for Auto Physical Damage and therefore cannot give Coconino County a separate quote comparison. The ACIP would prefer that Coconino County begin your membership under our Option Two. In that way, Coconino will quickly establish an equity position with the ACIP. Under Option One, less money is going into the Loss Reserve Fund. It would be destabilizing if Coconino County should experience extremely adverse losses in the first couple of years of membership.
Coverage: Public Entity Liability

30-YEAR CLAIM FREQUENCY

- General Liability: 2,966 claims (52%)
- Auto Physical Damage: 1,440 claims (25%)
- Auto Liability: 908 claims (16%)
- Employment: 191 claims
- Crime: 12 claims
- Cyber: 2 claims
- Errors & Omissions: 57 claims
Coverage: Healthcare Professional Liability

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Aggregate-$5,000,000</td>
<td>$5M</td>
<td>$5M</td>
</tr>
<tr>
<td></td>
<td>$100K</td>
<td>$100K</td>
</tr>
<tr>
<td>Each Medical Incident-$5,000,000</td>
<td>$5M</td>
<td>$5M</td>
</tr>
<tr>
<td></td>
<td>$100K</td>
<td>$100K</td>
</tr>
</tbody>
</table>

Note: doctors, dentists and medical examiners must be scheduled on policy for coverage to apply

**ACIP provides the following coverage:**

The ACIP has a long history of providing risk transfer and retention options to our Member Counties for Medical Malpractice exposures and based upon our loss history has determined the following structure to be most cost effective:

- **Medical Malpractice with limits of $15M** for Medical Practitioners: EMTs, RNs, LPNs, forensic nurses, counselors, nutritionists, employees trained in first aid, LE Officer providing first aid pending arrival of professional medical assistance, community workers, or health workers including health department home health aides.

- **Medical Professionals Errors and Omissions with limits of $1M/$3M/$5M**: Medical Examiner, Medical Directors/Chief Medical Officers (in their capacity as such and not as practicing physicians), nurse practitioners, and physician's assistants. Coverage is also limited to employees of named Members. We also provide medical malpractice to the following employees of the **Yavapai County School Superintendent's Office**: one certified occupational therapist, one speech therapist and two nurses, but **coverage is limited for these to $1M/$2M**.

Note: We currently do not cover doctors, osteopaths, chiropractors, residents, interns, surgeons, psychiatrists, psychologists, pharmacists, dentists, orthodontists, or periodontists, as our Board is not comfortable with the exposure presented by this group.
Coverage: Healthcare Professional Liability

Coconino County currently has $5M/$5M in coverage for the following:

- 20 RNs/LPNs/LVNs (4 Public Health, 12 Jail, 4 Juvenile Detention)
- 5 Nurse practitioners (2 at Public Health, 1 jail, 2 Juvenile Detention)
- 3 Medical Examiners (2 FT, 1 PT)
- 1 TB and infectious disease Medical Director who sees patients as needed- Contractor
- 1 Immunization Medical Director who sees patients as needed-Contractor
- 1 General Dentist-Contractor with standing orders on dental sealant program supervising County Dental Hygienists providing service at K-12 schools
- 2 General Medicine Doctor for school sport physicals a few times per year
- 1 General Medicine Doctor-employee on call, 2-4 weeks per year for coverage when Jail NP on vacation or leave
- 1 Dentist at Jail (not sure if employee or contractor so listed in both locations)-Works 16 hours per month

$1M in coverage for the following:

- 1 Contractor- Psychiatrist for Jail (30 hours per month)
- 1 Contractor- Dental assistant to assist dentist at Jail
- 1 Contractor- Immunization Med. Director who sees patients as needed
- 0 Any RNs/LPNs/LVNs, Nurse Practitioners, Physicians, or Pharmacists who are contractors
- 1 Any Dentists who are contractors except for dentist overseeing dental sealant program for children

Given Coconino County’s exposure and current structure we recommend the following:

- 20 RNs/LPNs/LVNs (4 Public Health, 12 Jail, 4 Juvenile Detention)- Under Incidental Med Mal ($15M)
- 5 Nurse Practitioners (2 Public Health, 1 Jail, 2 Juvenile Detention)-Under Medical Professionals E&O ($1M/$3M/$5M Pool)
- 3 Medical Examiners (2 FTEs, 1 part-time employee) - Under Medical Professionals E&O ($1M/$3M/$5M Pool)

- Our proposal envisions buying the same policy for Coconino County that it currently has with the same insurer. Because the ACIP Memorandum of Coverage covers many of the current Coconino County employees, the ACIP will work with Coconino County to discuss which ones the ACIP will exclude from the purchased policy. The ACIP may or may not receive a reduction in cost (depending on minimum premium needs of your current carrier). In any event, Coconino County will at least have your existing coverage.

- Retroactive Dates: At a minimum, the ACIP would consider a three-year retroactive date for $1M coverage limits for those employees transitioning from the current policy to the ACIP’s Memorandum of Coverage.
## Coverage: Property

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIMITS OCC/AGG</strong></td>
<td><strong>DEDUCTIBLE</strong></td>
<td><strong>LIMITS OCC/AGG</strong></td>
</tr>
<tr>
<td>Total Insured Values (TIV) - $105,000,000</td>
<td>$105M/$105M</td>
<td>$10K</td>
</tr>
<tr>
<td>Equipment Breakdown-Included</td>
<td>Included</td>
<td>$10K</td>
</tr>
<tr>
<td>Business Income</td>
<td>$11M/$11M</td>
<td>24 hours</td>
</tr>
<tr>
<td>Earthquake (1)</td>
<td>$25M/$25M</td>
<td>$50K</td>
</tr>
<tr>
<td>Flood Zone A (2)</td>
<td>Excluded</td>
<td>Excluded</td>
</tr>
<tr>
<td>Flood Zones B and X</td>
<td>$25M/$25M</td>
<td>$50K</td>
</tr>
<tr>
<td>Flood-All other zones</td>
<td>$25M/$25M</td>
<td>$10K</td>
</tr>
<tr>
<td>Electronic Data Processing</td>
<td>Included</td>
<td>$25K</td>
</tr>
<tr>
<td>Contractors Equipment- $12,351,761 (3)</td>
<td>$12,351,761 TIV</td>
<td>$10K</td>
</tr>
<tr>
<td>Fine Arts-In Transit</td>
<td>$50K</td>
<td>$50K</td>
</tr>
<tr>
<td>Fine Arts-$21,473</td>
<td>$21,473 TIV</td>
<td>$1K</td>
</tr>
</tbody>
</table>

1. Coconino County currently has $25 million in earthquake coverage. The ACIP currently maintains $10 million limit for earthquake. Based upon review with Coconino County, we can increase limits and have a verbal commitment from Travelers to increase the Pool limits to $25 million at no additional cost.
2. The ACIP has a separate Flood Policy for all properties in Flood Zone A, which is considered a 'high probability of flood' zone per FEMA. While we do have coverage under our normal policy with Travelers, the Pool’s SIR ($500K) is such that it made more sense to procure a separate policy to cover this exposure. All Members with properties located in this flood zone are included on this policy and share costs on a pro-rated basis.
3. Currently, Coconino County carries $227,000 worth of Watercraft coverage. The ACIP will provide the same coverage.
### Coverage: Government Crime

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LIMITS OCC/AGG</td>
<td>DEDUCTIBLE</td>
</tr>
<tr>
<td>Each Coverage-$1,000,000 per occurrence</td>
<td>$1M/$1M</td>
<td>$25K</td>
</tr>
<tr>
<td>Employee Theft Per Loss with Faithful Performance Forgery or Alteration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Premises, Outside Premises</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Fraud, Funds Transfer Fraud</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The coverage of the two programs is nearly identical. The ACIP Government Crime deductible follows the property deductible for the individual Members. Coconino County would benefit by $15,000 reduction to the deductible.
## Coverage: Drones

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OCC/AGG</th>
<th>OPTION ONE DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Liability</td>
<td>$1M</td>
<td>None</td>
</tr>
<tr>
<td>Non-Owned Liability</td>
<td>$1M</td>
<td>None</td>
</tr>
<tr>
<td>Passenger War Liability</td>
<td>Included</td>
<td>None</td>
</tr>
<tr>
<td>Third Party War Limit</td>
<td>$1M</td>
<td>None</td>
</tr>
<tr>
<td>Personal Injury Limit</td>
<td>$1M</td>
<td>None</td>
</tr>
<tr>
<td>Medical Limit</td>
<td>$5K</td>
<td>None</td>
</tr>
<tr>
<td>Aviation Personal and Advertising Injury Liability</td>
<td>$1M</td>
<td>None</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$100K</td>
<td>None</td>
</tr>
<tr>
<td>Hull Physical Damage-Optional</td>
<td>ACV</td>
<td>None</td>
</tr>
</tbody>
</table>

This current policy period, 2018-19, was the inaugural year the ACIP carried Drone coverage for the Pool Members. The ACIP Board of Trustees made the decision to acquire the coverage with no cost to participating Members. The ACIP procured a policy that covers up to 20 drones; we currently only have 15 covered. The ACIP would expand the number when necessary. In addition, hull coverage is available, but the premium will be borne by the individual county. It is the ACIP’s Board of Trustees decision to continue that funding mechanism for $1 million liability coverage including civil rights.
### Coverage: Cyber Liability

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COVERAGES</strong></td>
<td>Limits OCC/AGG</td>
<td>Deductible</td>
</tr>
<tr>
<td>Policy Aggregate</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td><strong>THIRD PARTY LIABILITY COVERAGES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security &amp; Privacy Liability Limit</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td>Regulatory Action Sublimit</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td>PCI-DSS Assessment Coverage</td>
<td>$1M</td>
<td>$25K</td>
</tr>
<tr>
<td>Media</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FIRST PARTY COVERAGES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Management</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td>- Per Event Sublimit</td>
<td>$1M</td>
<td>$50K</td>
</tr>
<tr>
<td>Event Response Sublimit</td>
<td>$2.5M</td>
<td>$50K</td>
</tr>
<tr>
<td>Electronic Data</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td>Cyber Extortion Limit</td>
<td>$5M</td>
<td>$50K</td>
</tr>
<tr>
<td>Network Interruption Coverage</td>
<td>Included</td>
<td>$50K</td>
</tr>
<tr>
<td>Event Response-Affected Person Endorsement</td>
<td>Unlimited up to 1M affected persons if at least 100 persons affected</td>
<td>100 Affected Persons</td>
</tr>
<tr>
<td>Social Engineering Financial Fraud Coverage</td>
<td>$5M</td>
<td>$500K</td>
</tr>
</tbody>
</table>

The ACIP analysis of our current cyber program limits is that a $2 million limit is *sufficient* to cover our Member Counties cyber exposures. In the event Coconino County wishes to maintain a $5 million limit, please refer to page 21, Voluntary Options, for the premium.

Retroactive dates: Coconino County currently has split retro dates of 7/1/2011 for first $1M, 7/1/15 for $1M above first $1M, and 7/1/2017 for $3M above first $2M. The ACIP has received confirmation from our carrier, XL, that they will match Coconino’s current retro dates as stated.
## Coverage: Premises Environmental Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Coconino Program</th>
<th>ACIP Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Aggregate-$1,000,000</td>
<td>$1M</td>
<td>$1M</td>
</tr>
<tr>
<td>Pollution Legal Liability-$1,000,000</td>
<td>$1M $50K</td>
<td>$1M $50K</td>
</tr>
<tr>
<td>On-Site &amp; Off-Site Clean-Up Costs-</td>
<td>$1M $50K</td>
<td>$1M $50K</td>
</tr>
<tr>
<td>Contracting Services Pollution Liability-</td>
<td>$1M $50K</td>
<td>$1M $50K</td>
</tr>
<tr>
<td>Non-Owned Disposal site-$1,000,000</td>
<td>$1M $25K</td>
<td>$1M $25K</td>
</tr>
<tr>
<td>In-Bound and Out-Bound Contingent</td>
<td>$1M $25K</td>
<td>$1M $25K</td>
</tr>
<tr>
<td>Transportation Coverage-$1,000,000</td>
<td>$1M $25K</td>
<td>$1M $25K</td>
</tr>
</tbody>
</table>

The ACIP does not offer Premises Environmental Liability as a Pool-wide coverage; however, we do market and place coverage on a County-specific basis.

We would never recommend canceling a three-year pollution policy midterm because of the “known condition exclusion” wording in an Environmental Liability Policy. The “known conditions” exclusion—a type of known loss exclusion—has been defined by an insurance company in one PLL policy to exclude coverage for loss “arising from pollution conditions existing prior to the inception of this policy, and reported to any officer, director, partner or other employee responsible for environmental affairs of the named insured, unless all of the material facts relating to the pollution conditions were disclosed to the company in materials prior to the inception of this policy.” This wording varies from carrier to carrier and cancelling midterm could create a gap even with a retro date to inception of the earlier policy.

Our broker, Gallagher, is one of the leading brokers for environmental liability in the Western US, placing coverage for more than sixty Counties—including Yuma County. They have considerable business and leverage with all six of the leading markets that specialize in the sector. Gallagher would provide a complete marketing for Coconino County taking into consideration the current coverage and retro dates. Frankly, it might be time to look at a program for all Member Counties in the ACIP.
## Premium Summary

<table>
<thead>
<tr>
<th>LINE OF COVERAGE</th>
<th>LIMITS OCC/DED</th>
<th>PREMIUM</th>
<th>OPTION ONE LIMITS/DED</th>
<th>OPTION ONE PREMIUM</th>
<th>OPTION TWO LIMITS/DED</th>
<th>OPTION TWO PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Entity Liability</td>
<td>$11M/$125K</td>
<td>$389,000</td>
<td>$15M/$125K</td>
<td>Incl.</td>
<td>$15M/$50K</td>
<td>Incl.</td>
</tr>
<tr>
<td>Property</td>
<td>$110M/$10K</td>
<td>$135,000</td>
<td>$300M/$10K</td>
<td>Incl.</td>
<td>$300M/$10K</td>
<td>Incl.</td>
</tr>
<tr>
<td>Government Crime</td>
<td>$1M/$25K</td>
<td>$6,800</td>
<td>$1M/$10K</td>
<td>Incl.</td>
<td>$1M/$10K</td>
<td>Incl.</td>
</tr>
<tr>
<td>Cyber</td>
<td>$5M/$50K</td>
<td>$66,000</td>
<td>$2M/$10K</td>
<td>Incl.</td>
<td>$2M/$10K</td>
<td>Incl.</td>
</tr>
<tr>
<td>Drones</td>
<td></td>
<td>$1M/None</td>
<td></td>
<td>Incl.</td>
<td>$1M/None</td>
<td>Incl.</td>
</tr>
<tr>
<td>Broker Fees</td>
<td></td>
<td>$42,000</td>
<td></td>
<td>Incl.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COVERAGE SUBTOTAL</strong></td>
<td><strong>$638,800</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$586,000</strong></td>
<td><strong>$731,000</strong></td>
</tr>
</tbody>
</table>

|                              | **$754,800**   |         |                      |                    | **$702,000**          | **$847,000**       |

- The ACIP normally would not offer Option One for a proposed Member. However, due to Coconino’s loss history, we are willing to extend the Option.

- The Total Proposed Package Cost is for three years. In its enabling Pooling statute, the Arizona Legislature requires an assessment clause in any Pooling Agreement. While this clause may be practical in a Pool’s beginning years, it becomes superfluous for a mature Pool. The ACIP is funded at a 90% confidence factor. In addition, the ACIP has a fund balance to contribution of approximately 1:1. We are reviewed annually and fully audited every five years by the Department of Insurance for solvency. We do not look
at an adverse year separately, but rather in the totality of our complete financial position.

- Any increases in Healthcare Professional Liability and Premises Environmental Liability for years two and three will be borne by the County.
Voluntary Options

<table>
<thead>
<tr>
<th>LINE OF COVERAGE</th>
<th>Coconino Program</th>
<th>ACIP Proposed Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LIMITS EXCESS/PRIMARY</td>
<td>PREMIUM</td>
</tr>
<tr>
<td>Public Excess Liability</td>
<td>$20M/$11M</td>
<td>$106,877</td>
</tr>
<tr>
<td>Additional $3M Cyber Liability Limits</td>
<td>$3M</td>
<td>$32,000</td>
</tr>
</tbody>
</table>
Coconino County Human Resources

Insurance Options
January 29, 2019
Purpose of Presentation

- Work Session to share insurance information with the Board of Supervisors

- Seeking Board of Supervisors direction regarding property/casualty and workers compensation insurance options
Current Insurance

- Our current insurance broker had internal changes leaving us with a broker located in Nevada, and with no loss control consultant for a period of time.
- Our insurance broker is not located within the same office as service staff.
- Coconino County reviews insurance placement annually and each year considers Arizona Counties Insurance Pool (ACIP).
Arizona Counties Insurance Pool (ACIP)

- ACIP is a non-profit
- ACIP partners with the County Supervisor’s Association (CSA)
- ACIP membership includes 12 of 15 Arizona counties
- ACIP is headquartered in Phoenix, and is very attuned to AZ issues. We already partner with them on many legislative issues
- A pool provides a consistent home for coverage and avoids market pricing shocks or coverage contractions
- ACIP offers lower deductibles at lower pricing with a rate guarantee for three years (with exception of medical malpractice and pollution liability)
- ACIP offers lower coverage limits than our existing coverage package, but claims activity has not shown activity at the upper end of limits for over 10 years, and this would be an opportunity to reset our coverages, consistent with other Arizona counties
- ACIP is member owned which means the opportunity to build member equity and the potential for dividends if the group performs well
Presented By:

William H. Hardy, Executive Director- Arizona Counties Insurance Pool

John Chino, Area Senior Vice President- Arthur J. Gallagher & Co.
ACIP PROVIDES PROTECTION

"An Estimated 80% of cities, towns, schools, counties and special districts in the United States address some or all of their risk management and risk financing needs through member-owned, member-governed, non-profit pools." – Association of Governmental Risk Pools

When the Pool was formed in 1988, there were exactly two insurance companies in Arizona that underwrote Counties: Planet/Reliance and Hartford/Penco. Now in 2019, there are still exactly two: One Beacon and Travelers.

The Insurance Industry has not changed in the past 40 years but Insurance pools have grown and prospered. There is no reason to believe the Industry will ever consider Counties as a preferred class – they didn’t in 1988 and they still do not in 2019.
Insurance vs. Pooling Arrangements

- An individual county is subject to insurance market volatility

- Risk-sharing pools have surpassed commercial insurance for public entities because they demonstrate effective government collaboration

- There is a culture of collaboration, rather than competition, which has allowed ACIP and our Member Counties to learn from one another and share resources.

- No Member County has ever left the Pool
An important benefit to pooling is the "critical mass" to stabilize shifting markets as well as abate loss experience challenges.

Yuma County has an exceptional loss history but was unable to prevent their carrier from increasing their deductibles from $400,000 for general liability and $500,000 for employment practices liability to $1 million.
Since our formation in 1988, the ACIP has returned nearly $7 million ($6.98M) to its Member Counties in the form of dividends. There is currently in excess of $10 million of additional County equity ownership.

Coconino County also has the potential to build equity in this pooling arrangement.

As a non-profit government entity:

- ACIP has lower administrative expenses than an insurance company by 40 to 50%
- ACIP pays lower commission fees than an insurance company pays to agents & brokers
- ACIP pays lower taxes than an insurance company
- ACIP does not make a “profit” like an insurance company; underwriting income is returned to members (Equity)
### Strategic Coverage With Same or Lower Deductible

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Coconino Current Limits/Deductible</th>
<th>ACIP Option One Limits/Deductible</th>
<th>ACIP Option Two Limits/Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Entity Liability</td>
<td>$11M/$125K</td>
<td>$15M/$125K</td>
<td>$15M/$50K</td>
</tr>
<tr>
<td>Property</td>
<td>$110M/$10K</td>
<td>$300M/$10K</td>
<td>$300M/$10K</td>
</tr>
<tr>
<td>Government Crime</td>
<td>$1M/$25K</td>
<td>$1M/$10K</td>
<td>$1M/$10K</td>
</tr>
<tr>
<td>Cyber*</td>
<td>$5M/$50K</td>
<td>$2M/$10K</td>
<td>$2M/$10K</td>
</tr>
<tr>
<td>Drones</td>
<td>$5M/None</td>
<td>$1M/None</td>
<td>$1M/None</td>
</tr>
<tr>
<td>Broker Fees</td>
<td>$42,000</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

*The ACIP analysis of our current cyber program indicates a $2 million limit is sufficient to cover Member exposures.*
The ACIP Difference

• The ACIP was created by statute in 1988- **ALL** we do is represent Arizona county government.

• The ACIP provides the stability counties need in managing the total cost of risk by leveraging our expertise in areas unique to government issues: namely detention centers and roads.

• Insurance rates/limits are strategically designed on the needs of our Members- not the *whims* of the insurance industry.

• The ACIP has over 30 years experience in claims and litigation management. Our legal proficiency has been garnered from years of litigating issues specific to county government- road design, law enforcement, public policy, etc.

• The ACIP managers routinely attend meetings of the Arizona Sheriff’s Association coordinated through the Arizona Association of Counties, the Arizona Jail Association and the Arizona Self-Insurers’ Association. The ACIP also has a close partnership with the County Supervisors Association and is frequently involved in liability and workers’ compensation legislation.
The ACIP Difference

• **ACIP Highway Safety Program**- In 2003, ACIP determined 2% of liability claims were due to road and signage issues, representing 35% of total claim costs ($6 million). ACIP initiated a program to drive all Member County roads and identify road and signage issues:
  
  • Hired Traffic Engineer and 2 support staff
  • 3 vehicles purchased
  • 250,000 miles driven = 16,000 man hours
  • 4,000 critical issues were identified
  • 30,000 non-critical issues were identified
  • Follow-up audit was done in 2008

• **Property Review Program**- During 2014-2017, ACIP Loss Control staff traveled and inspected all known buildings and structures owned by Member Counties:
  
  • Over 1,600 buildings and structures valued at $1.2 billion were inspected over 12 Counties
  • Recommendations were made to assess property insurance valuations
  • Safety hazards and liability risks were identified and reports submitted to each county
The ACIP Difference

- **Personnel Policy Review** - In 2014, ACIP collected and reviewed all Member County personnel policies:
  - Outside legal review and recommendations were obtained
  - Best practices were shared with all Member Counties
  - Recommended draft policies were developed and are available on ACIP’s web portal

- **Online Safety Training** - In 2016, ACIP implemented the “SafePersonnel® Staff Training System”:
  - Library of 100+ online safety classes covering topics such as transportation, emergency management, human resources, information technology, et al.
  - Unlimited access to all Member County employees 24/7
Questions?
# Coverage Line Limits

<table>
<thead>
<tr>
<th>Coverage Line</th>
<th>Limits</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>ACIP</td>
</tr>
<tr>
<td>Public Entity Liability</td>
<td>11M</td>
<td>15M</td>
</tr>
<tr>
<td>Excess Public Entity Liability</td>
<td>20M</td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>110 M</td>
<td>300M</td>
</tr>
<tr>
<td>Crime</td>
<td>1M</td>
<td>1M</td>
</tr>
<tr>
<td>Cyber</td>
<td>5M</td>
<td>2M</td>
</tr>
<tr>
<td>Drones</td>
<td>31M</td>
<td>1M</td>
</tr>
<tr>
<td>Medical Malpractice</td>
<td>5M</td>
<td>5M</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>1M</td>
<td>1M</td>
</tr>
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## Coverage Form Comparisons

<table>
<thead>
<tr>
<th>Coverage Line</th>
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</tr>
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<tbody>
<tr>
<td>Public Entity Liability</td>
<td>occurrence</td>
</tr>
<tr>
<td>General Liability</td>
<td>occurrence</td>
</tr>
<tr>
<td>Public Officials Errors and Omissions</td>
<td>occurrence, claims made</td>
</tr>
<tr>
<td>Employee Benefits Liability</td>
<td>occurrence, claims made</td>
</tr>
<tr>
<td>Employment Practices Liability</td>
<td>occurrence, occurrence</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>occurrence</td>
</tr>
<tr>
<td>Law Enforcement Legal Liability</td>
<td>occurrence, occurrence</td>
</tr>
<tr>
<td>Excess Public Entity Liability</td>
<td>occurrence</td>
</tr>
<tr>
<td>Property</td>
<td>all risk</td>
</tr>
<tr>
<td>Crime</td>
<td>occurrence, occurrence</td>
</tr>
<tr>
<td>Cyber</td>
<td>claims made, claims made</td>
</tr>
<tr>
<td>Drones</td>
<td>occurrence</td>
</tr>
<tr>
<td>Medical Malpractice</td>
<td>claims made, claims made</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>claims made, claims made</td>
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## Coverage Line Cost Comparisons

<table>
<thead>
<tr>
<th>Coverage Line</th>
<th>Current Program</th>
<th>ACIP Option 1</th>
<th>ACIP Option 2</th>
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<tbody>
<tr>
<td>Public Entity Liability</td>
<td>389,124.00</td>
<td>at 125k SIR*</td>
<td>at 50k SIR**</td>
</tr>
<tr>
<td>Property</td>
<td>134,665.00</td>
<td>incl</td>
<td>incl</td>
</tr>
<tr>
<td>Crime</td>
<td>6,712.00</td>
<td>incl</td>
<td>incl</td>
</tr>
<tr>
<td>Cyber</td>
<td>65,764.00</td>
<td>incl</td>
<td>incl</td>
</tr>
<tr>
<td>Drones</td>
<td>Incl</td>
<td>incl</td>
<td>incl</td>
</tr>
<tr>
<td>Broker Fee</td>
<td>42,000.00</td>
<td>incl</td>
<td>incl</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>638,265.00</td>
<td>586,000</td>
<td>731,000</td>
</tr>
<tr>
<td>Medical Malpractice</td>
<td>96,728.00</td>
<td>97,000</td>
<td>97,000</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>18,963.00</td>
<td>19,000</td>
<td>19,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>753,956.00</td>
<td>702,000</td>
<td>847,000</td>
</tr>
<tr>
<td>Excess Liability*</td>
<td>106,877.00</td>
<td>104,000</td>
<td>104,000</td>
</tr>
<tr>
<td>Cyber Liability Additiional 3M</td>
<td>incl</td>
<td>32,000</td>
<td>32,000</td>
</tr>
<tr>
<td><strong>Total with Additional Excess and Cyber</strong></td>
<td>360,833.00</td>
<td>838,000</td>
<td>983,000</td>
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## Current Insurance Premiums FY19

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<th>FY19 Premium</th>
<th>Carrier</th>
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<tr>
<td>Public Entity Liability</td>
<td>$389,124</td>
<td>One Beacon</td>
</tr>
<tr>
<td>Property</td>
<td>$134,665</td>
<td>Travelers</td>
</tr>
<tr>
<td>Crime</td>
<td>$6,712</td>
<td>National Union Fire</td>
</tr>
<tr>
<td>Cyber</td>
<td>$65,764</td>
<td>AIG</td>
</tr>
<tr>
<td>Drones</td>
<td>incl</td>
<td>One Beacon</td>
</tr>
<tr>
<td>Broker Fee</td>
<td>$42,000</td>
<td>Willis Towers Watson</td>
</tr>
<tr>
<td>Medical Malpractice</td>
<td>$96,728</td>
<td>Lexington</td>
</tr>
<tr>
<td>Pollution Liability*</td>
<td>Prepaid</td>
<td>Great American</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>$507,037</td>
<td>CopperPoint</td>
</tr>
<tr>
<td>Excess Liability*</td>
<td>$106,877</td>
<td>Travelers</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,348,907</strong></td>
<td><strong>Various</strong></td>
</tr>
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</table>
# Workers Compensation Premiums

<table>
<thead>
<tr>
<th>Policy Yr</th>
<th>Estimated Premium</th>
<th>Audited Premium</th>
<th>Experience Mod (EMOD)</th>
<th>Carrier Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY20</td>
<td>tbd</td>
<td>tbd</td>
<td>tbd</td>
<td>30%</td>
</tr>
<tr>
<td>FY19</td>
<td>$507,037</td>
<td>$0</td>
<td>0.92</td>
<td>28.50%</td>
</tr>
<tr>
<td>FY18</td>
<td>$480,282</td>
<td>$458,416</td>
<td>0.76</td>
<td>27.50%</td>
</tr>
<tr>
<td>FY17</td>
<td>$598,660</td>
<td>$540,291</td>
<td>0.84</td>
<td>25%</td>
</tr>
<tr>
<td>FY16</td>
<td>$853,208</td>
<td>$755,796</td>
<td>1.26</td>
<td>25%</td>
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<tr>
<td>FY15</td>
<td>$1,056,390</td>
<td>$889,813</td>
<td>1.24</td>
<td>13%</td>
</tr>
<tr>
<td>FY14</td>
<td>$1,068,919</td>
<td>$1,020,958</td>
<td>1.07</td>
<td>0%</td>
</tr>
</tbody>
</table>
Direction Requested

- The Board may consider several options, which may include:
  - Moving property/casualty and workers’ compensation coverage to ACIP in FY20
  - Moving property/casualty coverage to ACIP in FY20 and leaving our workers’ compensation coverage with CopperPoint Mutual
  - Consider moving the workers’ compensation coverage to ACIP at a later date if so desired
  - Other recommendations
Insurance Options Talking Points

Coconino County reviews insurance placement annually and each year considers Arizona Counties Insurance Pool (ACIP).

- Insurance availability and pricing with insurance companies is subject to outside forces.
- A pool provides a consistent home for coverage and avoids market pricing shocks or coverage contractions.
- Our County Manager would sit on the ACIP Board of Directors.
- ACIP is headquartered in Phoenix, and is very attuned to AZ issues. We already partner with them on many legislative issues.
- Our current insurance broker had internal changes leaving us with a broker located in Nevada, and with no loss control consultant for a period of time.
- Our insurance broker is not located within the same office as service staff.
- ACIP offers lower deductibles at lower pricing with a rate guarantee for three years (with exception of medical malpractice and pollution liability).
- ACIP offers lower coverage limits than our existing coverage package, but claims activity has not shown activity at the upper end of limits for over 10 years, and this would be an opportunity to reset our coverages, consistent with other Arizona counties.
- ACIP is member owned which means the opportunity to build member equity and the potential for dividends if the group performs well.
- The ACIP Pool has the option to assess additional amounts of members at year end if losses exceed accumulated funds and stop loss insurance.
- Stop loss insurance for the ACIP pool is purchased through their insurance broker.
- Coconino County's current insurance is written on a guaranteed cost basis.
- ACIP's proposal for FY20 moves elected officials errors and omissions liability, and employment benefits liability to a claims made policy basis.
- A claims made policy only covers losses which occur after a stated retroactive date, usually the start of the first claims made policy with that insurer, until the end of the policy year.
- Moving our existing claims made coverages may result in the need to purchase an extended reporting period on current policies for medical malpractice, cyber liability, and pollution liability.
- ACIP management fees are embedded in their pricing.
- ACIP has professional insurance staff for management of funds, claims handling, and loss control consulting.
- Safety trainings online are available to ACIP member entities, and augmented by loss control services and member meetings.
- Our favorable loss history is desirable and would benefit the ACIP group.

ACIP has provided a proposal for moving property/casualty coverage to them in FY20. If we were to switch to ACIP, we would consider leaving our workers' compensation with CopperPoint Mutual. The Workers' compensation is anticipated to renew at a deeply discounted price, and we could move the workers' compensation to ACIP at a later date if so desired.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Brien, Parks and Recreation Director

SUBJECT: Approve the purchase of specialized silt sand from Dyna Rock & Sand, Inc., in the amount of $51,814.47, for dirt footing and hauling for the Grandstand and Posse Arenas.

RECOMMENDED MOTION:

Approve the purchase of specialized silt sand from Dyna Rock & Sand, Inc., in the amount of $51,814.47, for dirt footing and hauling for the Grandstand and Posse Arenas.

BACKGROUND:

A FY19 service improvement request for $50,000 was approved by the Board of Supervisors for improvements to the Grandstands and Posse equestrian arenas. The accepted, lowest quote for the dirt, hauling service and taxes for both arenas was $51,814.47. Purchasing policy requires Board approval for purchases over $50,000. The Parks and Recreation budget has capacity to cover the additional $1,814.47.

ALTERNATIVES:

The Board could not approve the additional $1,814.47 and direct staff to further negotiate with the selected vendor.

FISCAL IMPACT:

$50,000 has already been approved and allocated to the CCPR budget. Dyna Rock & Sand, Inc. has provided the lowest price for what CCPR requires and the department's budget has capacity to cover the additional $1,814.47.

ATTACHMENTS:

1 – Staff Report
2 – FY19 SIR
Type of Improvement: Enhanced Level of Service

Department: Parks and Recreation

Improvement Name: Improvements to the Equestrian Arenas

Strategic Priority Area: Cultural and Natural Resources

Annual Plan Alignment: Purchase Sand for Equestrian Arenas at Fort Tuthill Tuthill County Park

Description: Since the conclusion of horse racing at Fort Tuthill County Park in 2010, staff have been utilizing the footing (dirt) from the race track to supplement the Grandstand and Posse arenas. It has gotten to the point where there is no more sand on the track to disburse to other arenas and new footing is needed. Our equestrian events have increased steadily over the past three years including five additional events scheduled for the 2018 event season. Sand in the arenas needs to be of adequate depth and quality to ensure the safest conditions possible for both horse and rider. In addition to sand, the Department is requesting a new arena drag with an attached water tank to quickly and more efficiently prepare the arenas by maximizing staff resources and not having to utilize the water truck and operator as frequently.

During the 2017 calendar year season, the Department collected $33,171 in arena rentals and $56,893 in stable rentals. These figures do not include ancillary revenue received from rental of equipment, purchases of stall shavings, and other services.

Number of New Positions or Reclassifications: N/A

Funding Requested: $68,340 Type: One-Time

<table>
<thead>
<tr>
<th>Fund</th>
<th>Project</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-26-5285-000-50-591</td>
<td>Dirt and drag for Fort Tuthill equestrian arenas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIR TOTAL</td>
<td></td>
<td>$68,340</td>
<td></td>
</tr>
</tbody>
</table>

Recommended Funding Source: General Fund

Improvement Savings/Cost Forecast: Without proper care of the arenas we anticipate a higher number of complaints, injuries, and loss of events. Service levels and the number of new events will decline as the remaining dirt continues to thin. The drag will help decrease staff time in preparing the arena and reduce the frequency of water truck (fuel, wear and tear) and operator utilization. This drag would be used on a weekly basis for 6 months of the year.

The funding herein requested will be utilized at facilities that generate revenue. During the 2017 calendar year season, the Department collected $33,171 in arena rentals and $56,893 in stable rentals. This request would pay for itself in one or two event seasons.
Evaluation Information: N/A

Benefit of Improvement: These improvements will increase service levels for equestrian events. Fort Tuthill is viewed as an “equestrian friendly” venue and as a result sees many local and regional events. New dirt will help ensure the quality of the arenas and the safety of the participants. Equestrian events are open to the public and draw significant crowds.

Impact if Improvement Not Implemented: As the conditions of the arenas continue to deteriorate, the quality of the dirt will deter new events from coming to Fort Tuthill and existing events may cancel due to safety concerns.

Relevant Performance Measures:
- Ensure Fort Tuthill remains a safe and desirable destination for all equestrian events.

Alternatives:
- Use existing equipment to prep and maintain arenas, and rent arenas in current condition until they become a certain safety concern and unusable.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Public Works Director

SUBJECT: Approve the Spring 2019 disposal of surplus property by on-line auction firm, The Public Group-Public Surplus®, based on Arizona Department of Transportation Contract #ADOT17-160948.

RECOMMENDED MOTION:

Approve the Spring 2019 disposal of surplus property by on-line auction firm, The Public Group-Public Surplus®, based on Arizona Department of Transportation Contract #ADOT17-160948.

BACKGROUND:

The Coconino County Public Works Department’s intent is to sell at auction the attached list of surplus property via on-line auction. The vehicles and equipment listed have met replacement criteria established by Coconino County Public Works Department Policy #7.04.

The authority to utilize the Arizona Department of Transportation contract is through Strategic Alliance for Volume Expenditures (S.A.V.E) which authorizes Coconino County to participate in their contract.

Fleet Services has used this process to dispose of surplus property for several years in the past and is very satisfied with the flexibility, available options and the amount of money earned by using the internet.

Once approved by the Board, an advertisement will be placed in the Arizona Daily Sun for thirty days to announce the details of the auction.

The notification procedures used by Public Surplus include:

- Buyers create interest lists based on categories and geographical locations. Public Surplus then automatically notifies buyers via e-mail when auctions match their criteria.
- Buyers are able to register, browse, bid and buy on their personal computer 24 hours a day, 7 days a week.
• Buyers will reach the County’s “home page” on Public Surplus after one click and be able to browse County items available for auction.

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:
• Approve this submittal.
• Disapprove this submittal and request an alternative solution.

**FISCAL IMPACT:**

The revenue generated by the sale of the property will be deposited into the respective accounts.

**ATTACHMENTS:**

1 - Staff Report
2 - SPRING 2019 AUCTION LIST
3 - ADOT CONTRACT ADOT17-160948
<table>
<thead>
<tr>
<th>Unit#/PC#</th>
<th>Description</th>
<th>I.D./Ser. #</th>
<th>Mileage</th>
<th>Reasoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>1989 MILLER BLUE CHARGER/WELDER</td>
<td>JK676596</td>
<td>N/A</td>
<td>BROKEN</td>
</tr>
<tr>
<td>113</td>
<td>AIR TANK FROM PORTABLE COMPRESSOR</td>
<td>N/A</td>
<td>N/A</td>
<td>SCRAP</td>
</tr>
<tr>
<td>128</td>
<td>1991 BEN LEE Roll back trailer</td>
<td>189B14329PA180892</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>185</td>
<td>AIR COMPRESSOR</td>
<td>192296</td>
<td>1843 HRS</td>
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<tr>
<td>258</td>
<td>John Deere Yard Dog</td>
<td>DW544GD549166</td>
<td>5039HRS</td>
<td>AGED</td>
</tr>
<tr>
<td>265</td>
<td>1990 read Screen All</td>
<td>878389</td>
<td>10,502 HRS</td>
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<tr>
<td>344</td>
<td>2005 CAT 143H AWD GRADER</td>
<td>CAT0143HHAPN00666</td>
<td>10704</td>
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<tr>
<td>439</td>
<td>2004 140H Graders</td>
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<td>9956</td>
<td>AGED/HRS</td>
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<tr>
<td>15409</td>
<td>2005 CHEVROLET SILVERADO 1500 AWD PU</td>
<td>1GCEK147752254026</td>
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<tr>
<td>15423</td>
<td>Sign board</td>
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<tr>
<td>15431</td>
<td>2004 CHEVY SILVERADO</td>
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<tr>
<td>15460</td>
<td>2008 FORD RANGER</td>
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<td>15480</td>
<td>2006 CHEVROLET SILVERADO 2500 AWD PU</td>
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<td>15483</td>
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<td>1GHC24U16E204145</td>
<td>176342</td>
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<tr>
<td>15504</td>
<td>1998 DODGE RAM 3500</td>
<td>386MF36W6WM234277</td>
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<tr>
<td>15541</td>
<td>2013 CHEVROLET SILVERADO 2500</td>
<td>1G82KVC0GDZ194253</td>
<td>140760</td>
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<tr>
<td>15574</td>
<td>03 CHEVROLET SILVERADO 2500 4 WD PU</td>
<td>1GCHK24U63E295232</td>
<td>197000</td>
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<tr>
<td>15620</td>
<td>2000 CHEVROLET S-10 PU</td>
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<tr>
<td>15635</td>
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<td>15636</td>
<td>02 GMC 1500 4WD PU</td>
<td>1GTEK14762Z2325289</td>
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<td>15651</td>
<td>2008 FORD F150 4WD PU</td>
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<tr>
<td>15663</td>
<td>2002 CHEVROLET S-10 2WD EXT.</td>
<td>1GCC519W428219164</td>
<td>77179</td>
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<tr>
<td>15666</td>
<td>2004 FORD RANGER 4WD PU</td>
<td>1FTYR15E74P823536</td>
<td>187643</td>
<td>MILEAGE/AGE</td>
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<tr>
<td>15672</td>
<td>1998 CHEVROLET ASTRO VAN</td>
<td>1GNDM19W7W8145401</td>
<td>139339</td>
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<tr>
<td>15673</td>
<td>2002 CHEVROLET MALIBU</td>
<td>1GIN52JX2M691023</td>
<td>140880</td>
<td>AGED</td>
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<tr>
<td>15689</td>
<td>2002 CHEVROLET MALIBU</td>
<td>1GIN52J92M690882</td>
<td>68433</td>
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<tr>
<td>15763</td>
<td>01 ARTIC CAT 300 AWD</td>
<td>4UF01ATA0X1T337355</td>
<td>1128</td>
<td>AGED</td>
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<tr>
<td>15764</td>
<td>01 ARTIC CAT 300 AWD</td>
<td>4UF01ATA0X1T337357</td>
<td>1252</td>
<td>AGED</td>
</tr>
<tr>
<td>15808</td>
<td>1999 CHEVROLET K25 3/4 AWD PU</td>
<td>1GCGK24X9R724879</td>
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<tr>
<td>15833</td>
<td>2014 CHEVROLET SILVERADO 1500 4WD PU</td>
<td>3GCUKPECSEQ265538</td>
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<tr>
<td>15875</td>
<td>2008 FORD CROWN VICTORIA</td>
<td>2FAFP17V88X151664</td>
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<td>MILEAGE/AGE</td>
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<tr>
<td>15877</td>
<td>1991 REFER SEMI TRAILIER REFER</td>
<td>1UYV52480MM546874</td>
<td>N/A</td>
<td>AGED</td>
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<tr>
<td>15927</td>
<td>2012 FORD EXPEDITION 4WD SUV</td>
<td>1FMUJ1651CEF52271</td>
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<td>BROKEN</td>
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<tr>
<td>Patrol upfit</td>
<td>Used Upfit EQMT (6 lots)</td>
<td>N/A</td>
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<td>SCRAP</td>
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<tr>
<td>Auger</td>
<td>Auger 3point hitch</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>Toolboxes</td>
<td>Various truck toolboxes</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>fabric</td>
<td>Previous contract toolboxes</td>
<td>N/A</td>
<td>N/A</td>
<td>SCRAP</td>
</tr>
<tr>
<td>LIGHTTABLE</td>
<td>Dated Eqmt (2 rolls)</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>Cart</td>
<td>Rolling cart</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>Safe</td>
<td>Safes (2)</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>BOOKCASE</td>
<td>Dated Eqmt</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
<tr>
<td>10 LOTS</td>
<td>55GAL DRUMS</td>
<td>N/A</td>
<td>N/A</td>
<td>SCRAP</td>
</tr>
<tr>
<td>No Number</td>
<td>Air Tank 80 Gal</td>
<td>N/A</td>
<td>N/A</td>
<td>SCRAP</td>
</tr>
</tbody>
</table>

Prepared by Mitchell, Matthew 2/4/2019
## SPRING 2019 AUCTION LIST

<table>
<thead>
<tr>
<th>Unit#/PC#</th>
<th>Description</th>
<th>I.D./Ser. #</th>
<th>Mileage</th>
<th>Reasoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Chainsaw</td>
<td>N/A</td>
<td>N/A</td>
<td>BROKEN</td>
</tr>
<tr>
<td>76</td>
<td>Chainsaw</td>
<td>N/A</td>
<td>N/A</td>
<td>BROKEN</td>
</tr>
<tr>
<td>COMPUTER</td>
<td>LAPTOP DELL ESP</td>
<td>N/A</td>
<td>N/A</td>
<td>AGED</td>
</tr>
</tbody>
</table>
**CONTRACT INFO**

- **Contract ID:** ADOT17-160948
- **Amendment #:** 1
- **Label:** Amendment Online Auction Services #1
- **Type:** Master Agreement
- **Supplier:** THE PUBLIC GROUP LLC
- **Original End Date:** 2/7/2019
- **Actual End Date:** 2/7/2020
- **Maximum End Date:** 2/7/2022
- **Commodities:** 80141785 - Auction services
  55161500 - Taxes other than income tax
- **Contracting Agency:** Department of Transportation
- **Validity:** Running
- **Co-Op Contract Designation:** ✔
- **Statewide Contract:** ✔

**PRICE LIST**

<table>
<thead>
<tr>
<th>Label</th>
<th>Product Code</th>
<th>Short Description</th>
<th>Supplier</th>
<th>Supplier Reference No.</th>
<th>Manufacturer Reference No.</th>
<th>Currency</th>
<th>UOM</th>
<th>Negotiated Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auction services</td>
<td>ADOT17-160948-1</td>
<td>4% Fee for Online Auction Services. Fee is based on the actual amount for which an auctioned item is sold, excluding taxes.</td>
<td>THE PUBLIC GROUP LLC</td>
<td>ADOT17-160948-1</td>
<td>ADOT17-160948-1</td>
<td>USD</td>
<td>United States dollar</td>
<td>Total Cost</td>
</tr>
<tr>
<td>Taxes other than income tax</td>
<td>ADOT17-160948-2</td>
<td>Taxes</td>
<td>THE PUBLIC GROUP LLC</td>
<td>ADOT17-160948-2</td>
<td>ADOT17-160948-2</td>
<td>USD</td>
<td>United States dollar</td>
<td>Total Cost</td>
</tr>
</tbody>
</table>

2 Result(s)

**EXHIBITS**

<table>
<thead>
<tr>
<th>Title</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOT17-160948 Pre-Solicitation Documents</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 Contract Documents</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 Contractors Proposal Response</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 Evaluation Documents</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 Award Documents</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 Certificate Of Insurance 03-03-2017</td>
<td>General Documents</td>
</tr>
<tr>
<td>ADOT17-160948 CERTIFICATE OF INSURANCE 02-26-2018.pdf</td>
<td>General Documents</td>
</tr>
<tr>
<td>Contract Amendment Summary</td>
<td>General Documents</td>
</tr>
</tbody>
</table>

8 Result(s)
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Public Works Director

SUBJECT: Approve the purchase of one (1) Trail King Model #TK110SA Sliding Axle trailer under City of Tucson Contract No. 161534 from Empire Southwest LLC, in the amount of $108,875.69.

RECOMMENDED MOTION:

Approve the purchase of one (1) Trail King Model #TK110SA Sliding Axle trailer under City of Tucson Contract No. 161534 from Empire Southwest LLC, in the amount of $108,875.69.

BACKGROUND:

The Equipment Shop Division of Fleet Services is responsible for the acquisition, maintenance and disposal of the County’s heavy equipment.

The trailer being replaced is unit #159, a 1991 Fleming trailer that has met current replacement criteria. This trailer (unit #159) will be sold at public auction after the new replacement trailers are put into service.

This replacement will be used to haul equipment and supplies such as backhoes or culverts for routine road maintenance activities all over Coconino County.

The authority to utilize the City of Tucson contract is through the Strategic Alliance for Volume Expenditures (S.A.V.E.) which was approved by the Board of Supervisors October 7, 2003. The City of Tucson is also a member of SAVE which authorizes Coconino County to participate in their contract.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Approve this submittal.
• Postpone the purchase of the trailer to a later date.
FISCAL IMPACT:

The requested amount of $108,875.69 is budgeted by the Road Maintenance Sales Tax 1138.41.4109.7014.0000.641.808011.

ATTACHMENTS:

1 - Staff Report
2 - EMPIRE QUOTE
3 - CITY OF TUCSON CONTRACT #161534
TK110SA Advantage Plus! Sliding Axle trailer
12816-110SA AdvPlus
12816 - STANDARD EQUIPMENT
Perimeter Frame Gooseneck Design
Capacity: 110,000 lbs uniform / 70,000 lbs in 16 ft.
37½" loaded deck height with 17.5 tires
42" loaded deck height with 22.5 tires
49" loaded 5th wheel height
9'10" upper deck
16" kingpin setting with 80° swing clearance
Hydraulic sliding axles
Tilting main deck - forms a ramp to upper deck
6½° loading angle, 15° dump angle
Air Ride suspension
Air Ride lowering control panel on upper deck with liquid filled guage.
No traveling hydraulic lines for sliding axle operation
Side by side 2-stage cylinder, closed in travel position
Air and electrical lines contained in protective track
Single recessed winch roller at front of deck
Push button hydraulic valve controls (driver side only)
Full-function wireless remote
4 beam main frame construction
3" i-beam crossmembers, 8" on center
Triangle cutouts
(3) 25,000 lb axles (5/8" wall)
4S2M ABS Brakes
Automatic slack adjusters
One-piece oil seals
Pro Tork axle nuts
80' winch cable with locking safety hook
Key hole slots on 24" centers in inner and outer beams
3/8" smooth approach plate
4-way slots on approach plate
2 side access tool boxes at front of upper deck
LED lights, 50 state legal
Electrical system per DOT regulations
Rubber mounted sealed lights with sealed harness system
Flag holders at rear
Mud flaps
Red & white conspicuity markings
Paint- Trail King 2-part polyurethane

<table>
<thead>
<tr>
<th>Item #</th>
<th>Category</th>
<th>Description</th>
<th>Weight (lbs)</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12816</td>
<td>Open Deck</td>
<td>TK110SA Advantage Plus! Sliding Axle trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13124</td>
<td>Upper Deck</td>
<td>No Headboard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10894</td>
<td>Fifth Wheel</td>
<td>49&quot; loaded fifth wheel height</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10896</td>
<td>Winch</td>
<td>20,000 lb. hydraulic winch with level wind (mounted above king pin) includes 9/16 x 80' cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10898</td>
<td>Winch</td>
<td>Winch guard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13106</td>
<td>Winch</td>
<td>Winch Cable Skid Plate on Upper Deck</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10900</td>
<td>Hydraulics</td>
<td>PTO hydraulic tilt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10906</td>
<td>Landing</td>
<td>2 Speed park stands (crank curb side)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10885</td>
<td>Overall</td>
<td>47'-11&quot; overall length</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10891</td>
<td>Overall</td>
<td>102&quot; wide</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10908</td>
<td>Decking</td>
<td>1 3/8&quot; (NET) aiplong deck raised</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12821</td>
<td>Decking</td>
<td>3/8&quot; smooth approach plate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13127</td>
<td>Axle Spacing</td>
<td>50° Axle Spacing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13128</td>
<td>Hub / Drum</td>
<td>Steel hub-piloted - cast drum (per complete axle)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item #</td>
<td>Category</td>
<td>Description</td>
<td>Weight (lbs)</td>
<td>Qty</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>--------------------------------------------------</td>
<td>--------------</td>
<td>-----</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>08182</td>
<td>Wheel</td>
<td>6.75 x 17.5 8-hole steel disc wheel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08192</td>
<td>Wheel</td>
<td>6.75 x 17.5 8-hole steel disc wheel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10058</td>
<td>Spare Wheel</td>
<td>No spare wheel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07907</td>
<td>Tire Size</td>
<td>Continental 235/75R17.5 - 18 ply HTL2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10059</td>
<td>Spare Tires</td>
<td>No spare tire</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12878</td>
<td>Lights /</td>
<td>Mid-turn signal clearance lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12880</td>
<td>Lights /</td>
<td>3rd tail light package</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08009</td>
<td>Paint</td>
<td>Epoxy primer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14461</td>
<td>Paint</td>
<td>Non-Metallic color match paint upcharge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Omaha orange</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12816-Additional Options

<table>
<thead>
<tr>
<th>Item #</th>
<th>Category</th>
<th>Description</th>
<th>Weight (lbs)</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10922</td>
<td>Miscellaneous</td>
<td>Hubodometer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALES**

Normal discount on this trailer is 7% for NIPA, Empire will do an additional 3% for Coconino county on this trailer (10% total)

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total:</strong></td>
<td>$107,963.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NIPA 7% + 3% (10%) Discounted:</strong></td>
<td>($10,796.30)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unit Sale Price:</strong></td>
<td>$97,166.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F.E.T.:</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PDI:</strong></td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total:</strong></td>
<td>$97,316.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State and Local Taxes 8.05%:</strong></td>
<td>$7,833.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inbound Freight:</strong></td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Job Site Delivery:</strong></td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Admin Fee:</strong></td>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Unit Sale Price:</strong></td>
<td>$108,875.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Quantity of Units:</strong></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Due:</strong></td>
<td>$108,875.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prices in US Dollars

**Sign Here:**

Terms and Conditions
- Prices effective 9/24/2018. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure production slot.
- Promised Date subject to change under following conditions:
  1. Change in customer credit status.
  2. Approval drawing not signed promptly.
  3. Down payment not received promptly.
  4. Customer change order modifying design, manufacturing or sourcing time.

**Date:**

www.proquote-solutions.com
THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC.
LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _______ Serial number: _______ (hereinafter referred to as “Equipment”) manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer’s rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries’ sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries’ factory location authorized service facilities and then Trail King Industries’ examination shall disclose its satisfaction to have been defective, provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective condition.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the equipment be destroyed as a result of failure covered in this warranty, and the Trail King Industries Warranty Department is reasonably satisfied that the equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, OTHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

<table>
<thead>
<tr>
<th>Components supplied by other manufacturer</th>
<th>Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Axles, Suspension, Landing Gear, Wheels, Hubs</td>
<td>One Year 100%</td>
</tr>
<tr>
<td>Hydraulic Valve Body</td>
<td></td>
</tr>
<tr>
<td>II. Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drum, Stock Absorbers, Electrical, Cylinder, Hydraulic Hose &amp; Connections, Floor Plastic, Plastic Liners, Rubber Flashing</td>
<td>Six Months 100%</td>
</tr>
<tr>
<td>III. Tires, Tubs and Engines</td>
<td>Warranty claims must be made directly to component suppliers</td>
</tr>
<tr>
<td>IV. Wood Components</td>
<td>0%</td>
</tr>
</tbody>
</table>

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams. (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule:

This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 - 100%</td>
<td>Year 2 - 70%</td>
</tr>
<tr>
<td>Year 3 - 50%</td>
<td>Year 4 - 25%</td>
</tr>
<tr>
<td>Year 5 - 25%</td>
<td>Year 6 - 0%</td>
</tr>
</tbody>
</table>

All other Trail King manufactured components: One Year 100%

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:

All Trail King manufactured components: One Year 100%

(continued...)
Trail King Pneumatic Bulker Series:

All Trail King manufactured components
Frame, Struts, Wheel
One Year 100%
Year 1 - 100%
Year 2 - 75%
Year 3 - 50%

Trail King Live Bottom Series:
The period of warranty is set forth as follows:

Construction: Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):
1. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only
   Year 1 - 100%
   Year 2 - 75%
   Year 3 - 50%
   Year 4 - 25%
   Year 5 - 25%
2. Trail King manufactured components.
   Year 1
   Year 2
   100%
   75%
   This excludes all hopper sheets.

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):
1. Chain, Gear box, Motor and Drive shaft.
   Year 1
   Year 2
   100%
   75%
2. Components Manufactured by Trail King.
   Year 1
   Year 2
   100%
   75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries’ Equipment will be assigned, if constructively permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake shoes, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (See Warranties are expressly excluded from Trail King Industries’ warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

LIMITATION OF LIABILITY: Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profit, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

LIMITATION OF REMEDY: In the event of Trail King Industries’ failure to repair the Equipment subject to the warranty contained herein, the purchaser’s sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011
Contract #161534

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

Table of Contents

1. Caterpillar’s Response to Summary of Negotiated Items
2. Caterpillar’s Response to BAFO
3. City’s Request for BAFO
4. Caterpillar’s Response to RFP 161534
5. RFP# 161534
1. Caterpillar’s Response to Summary of Negotiated Items
April 04, 2017

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

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

Dear Mrs. Redpath,

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

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

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

8. Price Adjustment: The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/extension process.

However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties.
2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

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

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

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

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

3. PRICING: Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer’s price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by (a) contacting Caterpillar’s GCI Government Contracts group or (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar’s price pages. National IPA, the City, and the appropriate

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16. 03/12/2019 | Public Works | Trail King Model #TK110SA Sliding Axle trailer - Empire Southwest LLC
contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

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

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

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

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

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

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

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the
Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

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

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

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer’s employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an
assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Insurance:
The Applicable Dealer agrees to:

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

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

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

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

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.
E. **NOTICE OF COVERAGE MODIFICATIONS**: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: __________________________ Date: April 6, 2017
Name: PATTY REAMTH Title: ACCOUNT MANAGER
2. Caterpillar’s Response to BAFO
Hello Jeff -

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

Thanks!

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

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

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

[attachment "BAFO-CAT.docx" deleted by Patty Redpath/0AVCaterpillar]
Cooperative Contracts -- March 8, 2017

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

<table>
<thead>
<tr>
<th>Model</th>
<th>Discount (%)</th>
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<tbody>
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<td>CT660</td>
<td>23.00%</td>
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### Track Type Tractors

<table>
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<tr>
<th>Model</th>
<th>Discount (%)</th>
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<tbody>
<tr>
<td>D3</td>
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<tr>
<td>D4</td>
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<tr>
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</tr>
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<tr>
<td>D7</td>
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</tr>
<tr>
<td>D8</td>
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<tr>
<td>D9</td>
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</table>

### Wheeled Excavators

<table>
<thead>
<tr>
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<tr>
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<tr>
<td>M315F</td>
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<td>M316F</td>
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<td>30.00%</td>
</tr>
<tr>
<td>M322F</td>
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### Cold Planers

<table>
<thead>
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<th>Discount (%)</th>
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<tbody>
<tr>
<td>PM102</td>
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</tr>
<tr>
<td>PM620</td>
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</tr>
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<td>PM622</td>
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### Reclaimers

<table>
<thead>
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<td>RM300</td>
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<tr>
<td>RM500</td>
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### Telehandlers

<table>
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<tr>
<td>TH3510</td>
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<tr>
<td>TH406</td>
<td>26.00%</td>
</tr>
<tr>
<td>TH407</td>
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<tr>
<td>TH514</td>
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<td>TL642</td>
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<td>TL1255</td>
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### Motor Graders

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<tr>
<td>120</td>
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### Skid Steer Loaders

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<td>232</td>
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<td>236</td>
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<tr>
<td>242</td>
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<td>246</td>
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### Multi-Terrain Loaders

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<td>277</td>
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<tr>
<td>287</td>
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<td>297</td>
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<tr>
<td>Compact Track Loaders</td>
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<tr>
<td>-----------------------</td>
<td>-------</td>
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<tr>
<td>239</td>
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<td>249</td>
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<tr>
<td>259</td>
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<tr>
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<tr>
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<td>Articulated Trucks</td>
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<tr>
<td>---------------------------</td>
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</tr>
<tr>
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<tr>
<td>740</td>
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<td>745</td>
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<table>
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<td>836</td>
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<table>
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<td>815</td>
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<table>
<thead>
<tr>
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<tr>
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<table>
<thead>
<tr>
<th>Caterpillar Safety Services</th>
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Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume
<table>
<thead>
<tr>
<th>HZ</th>
<th>kW (Reference the “PSNA-EPG-F_CA46G2N” Caterpillar Price List)</th>
<th>NIPA Participant Discount</th>
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<tbody>
<tr>
<td>60</td>
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<td>60 - 175</td>
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<td>60 - 175</td>
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<table>
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<th>NIPA Participant Discount</th>
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<tr>
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<td>60 - 100</td>
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<td>60 - 100</td>
<td>31%</td>
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<tr>
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<td>60 - 100</td>
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<tr>
<td>50</td>
<td>60 - 600</td>
<td>20%</td>
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</tbody>
</table>
C27, 60 HZ, 725 - 880 KW (Reference the "PSNA-EPG-F-227PGN\" Caterpillar Price List)

17\% 17\%

C28, 60 HZ, 1000 KW
(Reference the "PSNA-EPG-F-232PG6\" Caterpillar Price List)
1000 KW
36\%

3512C, 60 HZ, 1550 KW (EPA Tier 2 & CARB Emmissions Certified (Nonroad); EPA Tier 2 Emmissions Certified for Stationary Use)
(Reference the "PSNA-EPG-F-3512PG\" Caterpillar Price List)

Standby Rating Only - 1000 KW
37\% 36\%

3516C, 60 HZ, 2000 KW (EPA Tier 2 & CARB Emmissions Certified (Nonroad); EPA Tier 2 Emmissions Certified for Stationary Use)
(Reference the "PSNA-EPG-F-3516PG\" Caterpillar Price List)

Standby Rating Only - 2000 KW
40\% 38\%

3516C-410, 60 HZ, 2300 KW (EPA Tier 4) 480/277, 480, 12470 Volts available
(Reference the "PSNA-EPG-F-3516PA\" Caterpillar Price List)
19\%

3516C-410, 50 HZ, 2300 KW (EPA Tier 4) 480/277, 480, 12470 Volts available
(Reference the "PSNA-EPG-F-3516PG\" Caterpillar Price List)
19\%

3516B, 60 HZ, 2000 KW (EPA Tier 1)
(Reference the "PSNA-EPG-F-3516PG\" Caterpillar Price List)

Low/No Voltage - Standby Rating Only - 2000 KW
34\% 34\%

3516B, 60 HZ, 2250 KW (EPA Tier 1)
(Reference the "PSNA-EPG-F-3516PG\" Caterpillar Price List)

Low/No Voltage - Standby Rating Only - 2250 KW
34\% 34\%

3514L, 60 HZ, 2850KW, 4500KW, 5000KW
(Reference the "PSNA-EPG-F-3514PG\" Caterpillar Price List)
20\%

G300L, 60 HZ, 1200 BFM, 3 Phase, 600 Volt
(Available by Design To Corder Only)
17\%

G300L Stationary Certified 725KW, 1000KW
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L 1040 KW Standby
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L (Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L, 1475KW, 1800KW
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L, 1900KW
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L, 2400KW
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

G30L, 2400KW, 1900KW, 2850KW
(Reference the "PSNA-EPG-F-300L\" Caterpillar Price List)
17\%

CG132, CG175, CG200 (Custom)
Due to the customization and plethora of options, it is not feasible to provide a price list for these specific generator sets. Each quote is custom for the specific application. However, customers will receive a 15% discount off of the configured list price from the local dealer.

C175, 60 HZ, 4900 KW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F-1750\" Caterpillar Price List)
4900 KW (with Fan Rating)
24\%

C175, 60 HZ, 3303 KW (EPA Tier 4)
(Reference the "PSNA-EPG-F-1750\" Caterpillar Price List)
3303 KW (with Fan Rating)
19\%

C175, 60 HZ, 3833 KW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F-1750\" Caterpillar Price List)
3833 KW (with Fan Rating)
30\%
30\%

G30PDAN, 30KW
31\%

G30PDAN, 60KW, 60KW, 60KW
31\%

G160PDAN, 100KW, 125KW, 160KW
36%
AFS985 - (Reference the "APS 60 100 (1000 2000 List Price) Caterpillar Price List"
(AFS985 - (Reference the "APS 60 100 1000 2000 List Price) Caterpillar Price List"
AFS1000 - (Reference the "APS 60 100 1000 2000 List Price) Caterpillar Price List"
AFS2300 - (Reference the "APS 60 100 1000 2000 List Price) Caterpillar Price List"
XQ20H, 60 Hz, 20 kW (EPA Tier 4 & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ20H" Caterpillar Price List)
20 kW (3 or 1 phase)
*There are several voltage options available
XQ20H, 60 Hz, 20 kW (EPA Tier 4 & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ20H" Caterpillar Price List)
20 kW (3 or 1 phase)
*There are several voltage options available
XQ30H, 60 Hz, 30 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ30H" Caterpillar Price List)
30 kW (3 or 1 phase)
*There are several voltage options available
XQ45H, 60 Hz, 45 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ45H" Caterpillar Price List)
45 kW (3 or 1 phase)
*There are several voltage options available
XQ200H Tier 4 60 Hz, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ200H" Caterpillar Price List)
200 kW (3 or 1 phase)
XQ350H, 60 Hz, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ350H" Caterpillar Price List)
350 kW (3 or 1 phase)
XQ425H, 60 Hz, 425 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ425H" Caterpillar Price List)
425 kW (3 or 1 phase)
XQ500H, 60 Hz, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ500H" Caterpillar Price List)
500 kW (3 or 1 phase)
XQ575H, 60 Hz, 575 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F-XQ575H" Caterpillar Price List)
575 kW (3 or 1 phase)
*There are several voltage options available
XQ600H, 60 Hz, 600 kW (EPA Tier 2 & CARB Emissions Certified)
(Reference the "XQ600H" Caterpillar Price List)
600 kW (3 or 1 phase)
*This configuration is custom buildable.

UPS (Uninterruptible Power Supply)
Flywheel Options
(Reference the "UPS3060AG" Caterpillar Price List)
UPS3060A - UPS 30 600 60Hz
UPS3060C - UPS 30 600 60Hz
UPS3060G - UPS 30 600 60Hz
UPS1200Z - UPS 1200 600 60Hz
UPS1200Z - UPS 1200 600 60Hz
UPS1200Z - UPS 1200 600 60Hz
UPS1200Z - UPS 1200 600 60Hz
L给EXP02 - UPS Module Power Stage Expansion
(Reference the "UPS750FC" Caterpillar Price List)

Assembly Options
(Reference the "CATEPCG" Price List)
Exc - Material Control Panel
Epic - Generator Control Panel
EpG - Utility Control Panel

Supervisory Control Panel (Reference the "CATSCP" Price List)
EMCP 4.4 SCP

ATS (Automatic Transfer Switches)
444 ATS's available via ATS 2014 Price List Password: ATS2011

16% of the configurated list price from each dealer’s local dealer.
3. City’s Request for BAFO
Date March 7, 2017

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

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

Dear Mrs. Redpath:

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

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

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

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

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

Sincerely,

Jeffrey Whiting
Contract Officer
4. Caterpillar’s Response to RFP 161534
Request for Proposal
#161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services

Submitted by:
Caterpillar Inc. / Empire Machinery

November 14, 2016
# Table of Contents

1. Introductory Letter  
   Signed Offer and Acceptance Form  
   RFP #161534 As Issued

2. City of Tucson Proposal Evaluation Questionnaire Response - Caterpillar Inc.

3. National IPA Supplier Qualification Questionnaire Response - Caterpillar Inc.

4. Proposed Exceptions to RFP #161534 - Caterpillar Inc.

5. Empire Machinery Proposal and Exceptions

6. Price Proposal / Discounts  
   Machines  
   Electric Power

7. Example Price Lists

8. 2015 Executive Summary: Year in Review and Sustainability Report

9. Caterpillar Dun & Bradstreet Report

10. City of Tucson Business License

11. Example Warranty Statements

12. Insurance Certificates

13. Payment Letter
November 14, 2016

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

Dear Mr. Whiting,

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

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

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

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

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

Most sincerely,

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

OFFER

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

For clarification of this offer, contact:

Name: Patty Redpath
Title: Governmental Account Manager
Phone: 309-494-4578
Fax: 309-675-4301
E-mail: redpath_patty@cat.com

Caterpillar Inc.
Company Name
100 NE Adams St.
Address
Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name
North American Sales Manager
Title

ACCEPTANCE OF OFFER

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

Approved as to form this 25th day of April, 2019.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation
Awarded this 24th day of April, 2019.

For Marchesa Gillespie, CPP, C.P.M., CPPB, CPM
As Director of Procurement and not personally
REQUEST FOR PROPOSAL AMENDMENT

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

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

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

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

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

ITEM NO. TWO (2):

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

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

Ann Schreffels 11/11/16
Signature Date

Ann Schreffels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria, IL 61629
City State Zip
PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

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

Caterpillar Response

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

Please also see our attached proposed exceptions.

2) Distribution Network

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

Caterpillar Response

-Confidential-

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

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers’ needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.
Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

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

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

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

Caterpillar Response

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

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

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

Caterpillar Response

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

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

<table>
<thead>
<tr>
<th>U.S. Facilities</th>
<th>Facilities Outside the U.S.</th>
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</thead>
<tbody>
<tr>
<td>Arkansas: North Little Rock</td>
<td>Belgium: Gosselies</td>
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<tr>
<td>Illinois: Aurora, Decatur, East Peoria</td>
<td>Brazil: Campo Largo, Piracicaba</td>
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<tr>
<td>North Carolina: Clayton, Sanford</td>
<td>China: Suzhou, Wujiang Xuzhou, Qingzhou</td>
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<tr>
<td>Texas: Victoria</td>
<td>France: Grenoble, Echolles</td>
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<tr>
<td>Georgia: Athens</td>
<td>Hungary: Godollo</td>
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<td></td>
<td>India: Thiruvallur</td>
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<td>Indonesia: Jakarta</td>
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<td>Japan: Akashi, Sagamihara</td>
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<td>Poland: Janow, Sosnowiec</td>
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<td></td>
<td>Russia: Tosno, Novosibirsk</td>
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<td></td>
<td>United Kingdom: Desford, Stockton</td>
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<tr>
<td></td>
<td>Thailand: Rayong</td>
</tr>
<tr>
<td>Illinois: Aurora, Decatur, East Peoria, Joliet</td>
<td>Australia: Beresfield, Bunnle</td>
</tr>
<tr>
<td>North Carolina: Winston-Salem</td>
<td>China: Langfang, Tongzhou, Wuxi, Zhengzhou</td>
</tr>
<tr>
<td>Pennsylvania: Houston</td>
<td>Czech Republic: Ostrava</td>
</tr>
<tr>
<td>South Carolina: Sumter</td>
<td>France: Arras</td>
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<tr>
<td>Tennessee: Dyersburg</td>
<td>Germany: Dortmund, Lunen</td>
</tr>
<tr>
<td>Texas: Denison</td>
<td>India: Hosur, Thiruvallur</td>
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<tr>
<td>Wisconsin: South Milwaukee</td>
<td>Indonesia: Batam</td>
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<td>Italy: Jesi</td>
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<td></td>
<td>Japan: Sagamihara</td>
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<tr>
<td></td>
<td>Mexico: Acula, Monterrey, Reynosa, Torreon</td>
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<tr>
<td></td>
<td>Russia: Tosno</td>
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<td>Thailand: Rayong</td>
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<td>United Kingdom: Peterlee</td>
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### Resource Industries

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### Energy & Transportation

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<td>Alabama: Albertville, Montgomery</td>
<td>Australia: Reveby</td>
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<tr>
<td>California: San Diego</td>
<td>Belgium: Gosselies</td>
</tr>
<tr>
<td>Georgia: Griffin</td>
<td>Brazil: Curtiba, Hortolandia, Piracicaba, Sete Lagoas</td>
</tr>
<tr>
<td>Illinois: LaGrange, Moshville, Mapleton, Pontiac</td>
<td>China: Tianjin, Wuxi</td>
</tr>
<tr>
<td>Indiana: Lafayette, Muncie</td>
<td>Czech Republic: Zatec</td>
</tr>
<tr>
<td>Kentucky: Decoursey, Louisville, Mayfield</td>
<td>Germany: Kiel, Mannheim, Rostock</td>
</tr>
<tr>
<td>South Carolina: Newberry</td>
<td>India: Hosur, Aurangabad</td>
</tr>
<tr>
<td>Texas: Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman</td>
<td>Mexico: San Luis Potosi, Tijuana</td>
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<tr>
<td></td>
<td>Republic of Singapore: Singapora</td>
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<tr>
<td></td>
<td>Sweden: Ockero Islands</td>
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<tr>
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<td>Switzerland: Rilazzino</td>
</tr>
<tr>
<td></td>
<td>United Kingdom: Lame, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne</td>
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</table>

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

Information about the Cat dealer network is set forth in subsection 2.d. below.
d. Describe your dealer network and their role in providing products, services, etc. under this contract.

**Caterpillar Response**

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

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

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

*Image 1: North American Dealer Network*
3) Product

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

1. Identification and description of equipment categories offered.

**Caterpillar Response**

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

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

**Construction & Paving Equipment**

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

**Landfill Equipment**

Landfill Dozers
Landfill Compactors
Landfill Scrappers
Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

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

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

2. Identification and description of sub categories.

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

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

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

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:

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

For more detailed information please visit:

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

For more detailed information please visit:

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

For more detailed information please visit:

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

For more detailed information please visit:

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

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

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.
Allied products include but are not limited to:

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

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

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

**Caterpillar Response**

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

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.
Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

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

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

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,600 different work tool options currently available.

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

**Caterpillar Response**

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

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

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

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

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.
5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

**Caterpillar Response**

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: [www.cat.com](http://www.cat.com)

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

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

**Caterpillar Response**

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

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

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

**Caterpillar Response**

Caterpillar is proud to offer robust warranty for its products.

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

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

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

<table>
<thead>
<tr>
<th>140M3 Motor Grader</th>
<th>Months</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier</td>
<td>24 to 84</td>
<td>5000 to 7500</td>
</tr>
<tr>
<td>Powertrain &amp; Hydraulics</td>
<td>24 to 84</td>
<td>5000 to 10000</td>
</tr>
<tr>
<td>Powertrain</td>
<td>24 to 84</td>
<td>5000 to 10000</td>
</tr>
</tbody>
</table>

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

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

2. description of your warranty claims procedures.

**Caterpillar Response**

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

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

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

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

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

**Caterpillar Response**

Caterpillar is proud to offer robust warranty for its products.

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

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

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

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery’s standard response time to address
warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

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

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

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

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

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

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

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

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

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.
e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

**Caterpillar Response**

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

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

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

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

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

**Caterpillar Response**

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


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

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

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<table>
<thead>
<tr>
<th>Year</th>
<th>Category</th>
<th>Level</th>
<th>Model</th>
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<tbody>
<tr>
<td>2015</td>
<td>Asphalt Pavers</td>
<td>Gold</td>
<td>CAT AP1055E</td>
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<tr>
<td>2015</td>
<td>Asphalt Pavers (Small)</td>
<td>Gold</td>
<td>CAT AP555E</td>
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<tr>
<td>2015</td>
<td>Asphalt Screeds</td>
<td>Gold</td>
<td>CAT AS3301C</td>
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<td>2015</td>
<td>Compaction (Asphalt)</td>
<td>Gold</td>
<td>CAT CB54B</td>
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<td>2015</td>
<td>Compaction (Soil)</td>
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<td>Concrete Breakers</td>
<td>Gold</td>
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<td>Dozers</td>
<td>Gold</td>
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<td>Excavators</td>
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<td>CAT 335F</td>
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<td>Telehandlers</td>
<td>Gold</td>
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<td>Cat Grade Control</td>
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</table>

Included Links for additional Road and Bridges information:


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

- Caterpillar Ranked #62 on Interbrand’s Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar’s Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the “Top 50 Employers” list in Women Engineer Magazine
- Caterpillar Named One of Fortune’s World’s Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand’s 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc’s Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina’s Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE’s World’s Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine’s list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
• Caterpillar China Wins 100 Best HR Management Companies of 2010
• Illinois Governor’s Pollution Prevention Award
• Caterpillar World Headquarters Awarded US EPA Energy Star
• Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
• Caterpillar in Top 20 of Social Responsibility Ratings
• Caterpillar Chairman receives Distinguished Citizen Award
• Caterpillar Inc. Recognized as one of the World’s Most Ethical Companies
• Newsweek Green Rankings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
• Caterpillar ranked #9 on the 19th Annual “Top 50 Employers” list in Women Engineer magazine

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

1. Provide detailed information explaining your service capabilities.

   **Caterpillar Response**

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

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

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

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

**Caterpillar Response**

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

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

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

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

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

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

**Caterpillar Response**

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

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

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

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

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

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

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

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

5) Ordering and Invoices
a. Describe your order process.

Caterpillar Response

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

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

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

Caterpillar Response

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

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.
c. Describe the equipment delivery process and your delivery commitment.

**Caterpillar Response**

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

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

d. What is your standard equipment delivery timeframes?

**Caterpillar Response**

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

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

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

**Caterpillar Response**

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

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

f. Identify and describe any exceptions or challenges.

**Caterpillar Response**

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

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

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

**Caterpillar Response**

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific
a customers’ account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

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


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

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

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

Caterpillar Response
In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible. Defective products are covered by manufacturer’s warranty.

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

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

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

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).
Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?
   **Caterpillar Response**
   Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?
   **Caterpillar Response**
   The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.
   **Caterpillar Response**
   No specific governmental rebate programs are currently available.

B. **Price Proposal**

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

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

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

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

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

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

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

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

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

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

Caterpillar Response

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

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

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.
3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

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

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

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

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

Past and Future Price Increases

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

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.
4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

**Caterpillar Response**

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

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

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

**Caterpillar Response**

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

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

**Caterpillar Response**

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0__ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

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Caterpillar Response to City of Tucson
RFP #161534
8) Will payment be accepted via commercial credit card? __Yes __X*__No
   a. If yes, can commercial payment(s) be made online? __Yes ____No
   b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
   c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If “no” to above, will consideration be given to accept the card? __X*__Yes __No

**Caterpillar Response**

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

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

9) Does your firm have a City of Tucson Business License? __X*__Yes __X__ No
   a. If yes, please provide a copy of your City of Tucson Business license.

**Caterpillar Response**

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

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

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

**C. Qualifications & Experience**

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

**Caterpillar Response**

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

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

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

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

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

**Caterpillar Response**

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

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


Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.
3) Provide a listing of key personnel who will be assigned to the City’s contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response
Nationally, the contract will be managed by:

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

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

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

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

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

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

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.
5) Please submit any additional information that you feel is applicable to your qualifications and experience.

**Caterpillar Response** (Only)

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

![Graph showing NIPA Sales ($) from 2012 to 2015](graph)

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

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

**Caterpillar Response**

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

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.
7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

**Caterpillar Response**

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

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

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

3. SUPPLIER QUALIFICATIONS

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

3.1 Company

A. Brief history and description of your company.

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

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

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

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

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

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

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

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

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

Image 1, Caterpillar Dealer Branch Operations
D. Annual sales for the three previous fiscal years.
   2013 – $55.6B
   2014 – $55.1B
   2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.
   Caterpillar’s Employee Identification Number is 37-0602744
   Please refer to vendor’s response section Dunn & Bradstreet

3.2 Distribution, Logistics

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

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

See Image 2, above.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

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

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

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

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

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<thead>
<tr>
<th>Segment</th>
<th>U.S. Facilities</th>
<th>Facilities Outside the U.S.</th>
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<tbody>
<tr>
<td>Construction Industries</td>
<td>Arkansas: North Little Rock</td>
<td>Belgium: Gosaples</td>
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<td></td>
<td>Illinois: Aurora, Decatur, East Peoria</td>
<td>Brazil: Campo Largo, Piracicaba</td>
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<td>North Carolina: Clayton, Sanford</td>
<td>China: Suzhou, Wujiang, Xuzhou, Qingzhou</td>
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<td>Texas: Victoria</td>
<td>France: Grenoble, Echrolles</td>
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<td>Australia: Bassfield, Burnie</td>
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<td>Tennessee: Dyersburg</td>
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<td>Texas: Denison</td>
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<td>Wisconsin: South Milwaukee</td>
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<td>Australia: Reveley</td>
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<td>California: San Diego</td>
<td>Belgium: Gosselies</td>
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<td>Georgia: Griffin</td>
<td>Brazil: Curitiba, Hortolandia, Piracicaba, Seta, Lagos</td>
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<td>Illinois: LaGrange, Mossville, Mapleton, Postiacl</td>
<td>China: Tianjin, Wuxi</td>
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<td>Indiana: Lafayette, Muncie</td>
<td>Czech Republic: Zatec</td>
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<td>Kentucky: Danville, Louisville, Mayfield</td>
<td>Germany: Kiel, Mannheim, Rostock</td>
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<td>South Carolina: Newberry</td>
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<td>Texas: Channelview, De Soto, Mabank, San</td>
<td>Mexico: San Luis Potosi, Tijuana</td>
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<td>Antonio, Schertz, Seguin, Sherman</td>
<td>Republic of Singapore: Singapore</td>
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<td>Sweden: Ockero Islands</td>
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<td>Switzerland: Rizzago</td>
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<td>United Kingdom: Largs, Monkstown, Peterborough, Sandiacre, Shoreham, South, Queensberry, Springvale, Stafford, Wimborne</td>
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D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

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

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

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:
Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
 Skip Loaders
 Soi I Compactors
 Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

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

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

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.
In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

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

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

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

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

3.3 Marketing and Sales

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

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

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

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.
We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing 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
   Agreed.

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

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

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

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

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

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

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
     • National IPA standard logo;
     • Copy of original Request for Proposal;
• Copy of contract and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to National IPA’s website including the online registration page;
• A dedicated toll free number and email address for National IPA

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

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

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

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

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

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

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

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.
Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar’s Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

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

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

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

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

E. Supplier is responsible for proactive direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier’s sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive contract

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

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.
G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts
      Patty Redpath
      Governmental Sales
      100 NE Adams St, Peoria, IL 61629
      Office: 309-494-4578
      Redpath_Patty@cat.com

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

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

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

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

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

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

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

   The contract manager will be the single point of contact for any issues related to
   supporting, maintaining, and promoting the contract. It will be up to each individual
dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

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

- CONFIDENTIAL – Request confidential treatment –

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

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

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

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

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

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

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

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.
N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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

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

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

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

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

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.
November 14, 2016

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

Dear Mr. Whiting:

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

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

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

Sincerely,

Ann Schreffels
Governmental Sales Manager
Schreffels_ann_m@cat.com
309-266-0471
Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

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

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

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

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

C. SERVICE REQUIREMENTS

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein, and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.
No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, 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 remedied within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

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

EXHIBIT A

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

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

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

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

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of —%–1% of the total new machine purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of new machines to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including...
any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

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

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however. National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer.
Jeffrey Whiting  
Department of Procurement  
Contract Officer  
255 W. Alameda, 6th Floor  
Tucson, AZ  85701

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

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

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

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

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

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

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

2. A single award

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

The response will be separated into two sections. Section 3 and 4 is Cat only and Section 6 is a combined response, which will include the responses from both Caterpillar and Empire Machinery. This allows responses to be viewed together.
Caterpillar’s response was prepared by Patty Redpath, Governmental Sales Account Manager based in Peoria, Illinois. Patty’s response pertains to the scope of Caterpillar’s responsibility, while remaining cognizant that each dealership and respective territory has their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar’s commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States in the event that a local agency requests to purchase from this contract, and that specific Caterpillar dealer agrees with both the pricing level offered and agrees to accept any additional terms the agency requires.

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

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

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

Sincerely,

[Signatures]

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

Mark McGee
Governmental Industry Manager
520-240-8202
Mark.McGee@empire-cat.com
PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

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

Caterpillar Response

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

Please also see our attached proposed exceptions.

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

Dealer Response

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

2) Distribution Network

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

Caterpillar Response (only)

-Confidential-

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

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

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

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

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

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

**Caterpillar Response** (only)

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

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

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

**Caterpillar Response** (only)

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

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

<table>
<thead>
<tr>
<th>CONSTRUCTION INDUSTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Facilities</strong></td>
</tr>
<tr>
<td>Arkansas: North Little Rock</td>
</tr>
<tr>
<td>Illinois: Aurora, Decatur, East Peoria</td>
</tr>
<tr>
<td>North Carolina: Clayton, Sanford</td>
</tr>
<tr>
<td>Texas: Victoria</td>
</tr>
<tr>
<td>Georgia: Athens</td>
</tr>
<tr>
<td><strong>Facilities Outside the U.S.</strong></td>
</tr>
<tr>
<td>Belgium: Gosselies</td>
</tr>
<tr>
<td>Brazil: Campo Largo, Piracicaba</td>
</tr>
<tr>
<td>China: Suzhou, Wujian Xuzhou, Qingzhou</td>
</tr>
<tr>
<td>France: Grenoble, Echirolles</td>
</tr>
<tr>
<td>Hungary: Godollo</td>
</tr>
<tr>
<td>India: Thiruvallur</td>
</tr>
<tr>
<td>Indonesia: Jakarta</td>
</tr>
<tr>
<td>Japan: Akashi, Sagamihara</td>
</tr>
<tr>
<td>Poland: Janow, Sosnowiec</td>
</tr>
<tr>
<td>Russia: Tosno, Novosibirsk</td>
</tr>
<tr>
<td>United Kingdom: Desford, Stockton</td>
</tr>
<tr>
<td>Thailand: Rayong</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESOURCE INDUSTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Facilities</strong></td>
</tr>
<tr>
<td>Illinois: Aurora, Decatur, East Peoria, Joliet</td>
</tr>
<tr>
<td>North Carolina: Winston-Salem</td>
</tr>
<tr>
<td>Pennsylvania: Houston</td>
</tr>
<tr>
<td>South Carolina: Sumter</td>
</tr>
<tr>
<td>Tennessee: Dyersburg</td>
</tr>
<tr>
<td>Texas: Dennison</td>
</tr>
<tr>
<td>Wisconsin: South Milwaukee</td>
</tr>
<tr>
<td><strong>Facilities Outside the U.S.</strong></td>
</tr>
<tr>
<td>Australia: Beresfield, Burnie</td>
</tr>
<tr>
<td>China: Langfang, Tongzhou, Wuxi, Zhengzhou</td>
</tr>
<tr>
<td>Czech Republic: Ostrava</td>
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<tr>
<td>France: Arras</td>
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<tr>
<td>Germany: Dortmund, Lune</td>
</tr>
<tr>
<td>India: Hosur, Thiruvallur</td>
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<tr>
<td>Indonesia: Batam</td>
</tr>
<tr>
<td>Italy: Jesi</td>
</tr>
<tr>
<td>Japan: Sagamihara</td>
</tr>
<tr>
<td>Mexico: Acuña, Monterrey, Reynosa, Torreon</td>
</tr>
<tr>
<td>Russia: Tosno</td>
</tr>
<tr>
<td>Thailand: Rayong</td>
</tr>
<tr>
<td>United Kingdom: Peterlee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENERGY &amp; TRANSPORTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Facilities</strong></td>
</tr>
<tr>
<td>Alabama: Albertville, Montgomery</td>
</tr>
<tr>
<td>California: San Diego</td>
</tr>
<tr>
<td>Georgia: Griffin</td>
</tr>
<tr>
<td>Illinois: LaGrange, Mossville, Mapleton, Pontiac</td>
</tr>
<tr>
<td>Indiana: Lafayette, Muncie</td>
</tr>
<tr>
<td>Kentucky: Decoursey, Louisville, Mayfield</td>
</tr>
<tr>
<td>South Carolina: Newberry</td>
</tr>
<tr>
<td>Texas: Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman</td>
</tr>
<tr>
<td><strong>Facilities Outside the U.S.</strong></td>
</tr>
<tr>
<td>Australia: Revesby</td>
</tr>
<tr>
<td>Belgium: Gosselies</td>
</tr>
<tr>
<td>Brazil: Curitiba, Hortolandia, Piracicaba, Sote Lagoas</td>
</tr>
<tr>
<td>China: Tianjin, Wuxi</td>
</tr>
<tr>
<td>Czech Republic: Zatec</td>
</tr>
<tr>
<td>Germany: Kiel, Mannheim, Rostock</td>
</tr>
<tr>
<td>India: Hosur, Aurangabad</td>
</tr>
<tr>
<td>Mexico: San Luis Potosi, Tijuana</td>
</tr>
<tr>
<td>Republic of Singapore: Singapore</td>
</tr>
<tr>
<td>Sweden: Ockero Islands</td>
</tr>
<tr>
<td>Switzerland: Rizazzino</td>
</tr>
<tr>
<td>United Kingdom: Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne</td>
</tr>
</tbody>
</table>
Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

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

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

**Caterpillar Response (only)**

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

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

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

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Image 1: North American Dealer Network

Caterpillar and Empire Machinery Response to City of Tucson RFP #161534
3) Product

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

1. Identification and description of equipment categories offered.

   **Caterpillar Response**

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

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

   **Construction & Paving Equipment**

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

   **Landfill Equipment**

   - Landfill Dozers
   - Landfill Compactors
   - Landfill Scrapers
Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

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

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

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

2. Identification and description of sub categories.

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

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

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

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

For more detailed information please visit:

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

For more detailed information please visit:

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

For more detailed information please visit:

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

For more detailed information please visit:

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

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

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

Allied products include but are not limited to:

<table>
<thead>
<tr>
<th>Construction and Mining</th>
<th>On Road Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allmand (Light Towers)</td>
<td>Fusso Trucks</td>
</tr>
<tr>
<td>Broce Brooms</td>
<td>Mac Trailers</td>
</tr>
<tr>
<td>JLG (Man lifts)</td>
<td>Maintainer (Service Bodies)</td>
</tr>
<tr>
<td>Mega (Water tanks, Towers and Trailers)</td>
<td>Murray Trailers (Heavy Haul)</td>
</tr>
<tr>
<td>Genie (Man lifts and Telehandlers)</td>
<td>Trail King (Small to Heavy Haul)</td>
</tr>
<tr>
<td>Progressive Solar (Solar Power Light Plants)</td>
<td>UTB (Service Bodies)</td>
</tr>
<tr>
<td>Multiquip Power</td>
<td>Fleming Trailers</td>
</tr>
<tr>
<td>Sullair Air Compressors</td>
<td></td>
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<tr>
<td>Rockland (Buckets and Dozer Blades)</td>
<td></td>
</tr>
<tr>
<td>Paladin (Couplers and Attachments)</td>
<td></td>
</tr>
<tr>
<td>CE Attachments (Attachments)</td>
<td></td>
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<tr>
<td>Dymax (Attachments)</td>
<td></td>
</tr>
<tr>
<td>Wellerr Paving Products (Pavers, Tack Truck &amp; Trailers, Wideners)</td>
<td></td>
</tr>
<tr>
<td>Wain-Roy</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agriculture</th>
<th>Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenger Tractors</td>
<td>Spectra Precision (Survey Instruments)</td>
</tr>
<tr>
<td>Massey Ferguson Tractors</td>
<td>Trimble (2D and 3D Grading Systems)</td>
</tr>
<tr>
<td>Rome (Construction Grade Discs and Plows)</td>
<td>Accugrade (Caterpillar Grade Control)</td>
</tr>
<tr>
<td>Woods (Scrapers and Mowers)</td>
<td>Seco (Surveying and Site Prep)</td>
</tr>
<tr>
<td>Gearmore (Attachments)</td>
<td>Laserline (Laser Controls)</td>
</tr>
<tr>
<td>Reynolds (Scrapers)</td>
<td>Apache (Grade Control, GPS and Lasers)</td>
</tr>
<tr>
<td>TG Schmeiser (Box blades, Land Levelers)</td>
<td>Level Best (Laser Grading Box)</td>
</tr>
<tr>
<td>Wilcox Tillage (Rippers, discs, subsoilers, crumblers)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Number of unique machines by Manufacturer (excludes mini products)</th>
<th>Caterpillar</th>
<th>John Deere</th>
<th>Komatsu</th>
<th>Volvo</th>
<th>Case</th>
<th>Bobcat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheel Loaders</td>
<td>20</td>
<td>15</td>
<td>8</td>
<td>13</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Motor graders</td>
<td>6</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Dozers</td>
<td>11</td>
<td>7</td>
<td>7</td>
<td>0</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>Excavators (not including mining)</td>
<td>38</td>
<td>22</td>
<td>11</td>
<td>21</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>Articulated Trucks</td>
<td>6</td>
<td>5</td>
<td>2</td>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Backhoe Loaders</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Skid Steer/Compact Track Loader/MultiTerrain Loader</td>
<td>30</td>
<td>12</td>
<td>0</td>
<td>11</td>
<td>10</td>
<td>24</td>
</tr>
<tr>
<td>Skip Loaders (Industrial Class)</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
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<tr>
<td>Landfill Compactors</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Landfill Dozers</td>
<td>6</td>
<td>1</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>0</td>
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<tr>
<td>Forest Machines - Governmental Class</td>
<td>12</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>2</td>
<td>0</td>
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<tr>
<td>Scrap/Demo Material Handlers</td>
<td>7</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Off Highway Trucks - Governmental Class</td>
<td>4</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Asphalt Rollers - Governmental Class</td>
<td>23</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Asphalt Pavers</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dirt Rollers and Compactors</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>4</td>
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<td>Cold Planers</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>Reclaimers/Soil Stabilizers</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Telehandlers/Forward Reach Fork Lifts</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wheel Dozers - Governmental Class</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wheeled Excavators</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wheel Tractor Scrapers</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Breadth of Caterpillar machines covered in Governmental Market</strong></td>
<td>239</td>
<td>7</td>
<td>45</td>
<td>30</td>
<td>37</td>
<td>35</td>
</tr>
</tbody>
</table>

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

Caterpillar and Empire Machinery Response to City of Tucson RFP #161534
Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

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

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

<table>
<thead>
<tr>
<th>Construction and Mining</th>
<th>On Road Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allmand (Light Towers)</td>
<td>Fuso Trucks</td>
</tr>
<tr>
<td>Broce Brooms</td>
<td>Mac Trailers</td>
</tr>
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<td>JLG (Man lifts)</td>
<td>Maintainer (Service Bodies)</td>
</tr>
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<td>Mega (Water tanks, Towers and Trailers)</td>
<td>Murray Trailers (Heavy Haul)</td>
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<tr>
<td>Genie (Man lifts and Telehandlers)</td>
<td>Trail King (Small to Heavy Haul)</td>
</tr>
<tr>
<td>Progressive Solar (Solar Power Light Plants)</td>
<td>UTB (Service Bodies)</td>
</tr>
<tr>
<td>Multiquip Power</td>
<td>Fleming Trailers</td>
</tr>
<tr>
<td>Sullair Air Compressors</td>
<td></td>
</tr>
<tr>
<td>Rockland (Buckets and Dozer Blades)</td>
<td></td>
</tr>
<tr>
<td>Paladin (Couplers and Attachments)</td>
<td></td>
</tr>
<tr>
<td>CE Attachments (Attachements)</td>
<td></td>
</tr>
<tr>
<td>Dymax (Attachements)</td>
<td></td>
</tr>
<tr>
<td>Weiler Paving Products (Pavers, Tack Truck &amp; Trailers, Wideners)</td>
<td></td>
</tr>
<tr>
<td>Wain-Roy</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agriculture</th>
<th>Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenger Tractors</td>
<td>Spectra Precision (Survey Instruments)</td>
</tr>
<tr>
<td>Massey Ferguson Tractors</td>
<td>Trimble (2D and 3D Grading Systems)</td>
</tr>
<tr>
<td>Rome (Construction Grade Discs and Plows)</td>
<td>Accugrade (Caterpillar Grade Control)</td>
</tr>
<tr>
<td>Woods (Scrapers and Mowers)</td>
<td>Seco (Surveying and Site Prep)</td>
</tr>
<tr>
<td>Gearmore (Attachements)</td>
<td>Laserline (Laser Controls)</td>
</tr>
<tr>
<td>Reynolds (Scrapers)</td>
<td>Apache (Grade Control, GPS and Lasers)</td>
</tr>
<tr>
<td>TG Schmelser (Box blades, Land Levelers)</td>
<td>Level Best (Laser Grading Box)</td>
</tr>
<tr>
<td>Wilcox Tillage (Rippers, discs, subsoilers, crumblers)</td>
<td></td>
</tr>
</tbody>
</table>

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

**Caterpillar Response** (only)

All Caterpillar products and services will be provided through Caterpillar’s North American Dealer Network.
In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

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

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

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

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

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

**Caterpillar Response**

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

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

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

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

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

Caterpillar and Empire Machinery Response to City of Tucson RFP #161594
Dealer Response

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

Empire Exclusives:

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

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the “success rate” are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign any brand of equipment that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

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

**Caterpillar Response**

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: [www.cat.com](http://www.cat.com)

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

**Dealer Response**

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:
<table>
<thead>
<tr>
<th>Manufacturer and Dealer</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caterpillar</td>
<td><a href="http://www.cat.com">www.cat.com</a></td>
</tr>
<tr>
<td>Empire Southwest</td>
<td><a href="http://www.empire-cat.com">www.empire-cat.com</a></td>
</tr>
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<tr>
<td>Broce Brooms</td>
<td><a href="http://www.brocebroom.com">www.brocebroom.com</a></td>
</tr>
<tr>
<td>JLG (Man lifts)</td>
<td><a href="http://www.jlg.com">www.jlg.com</a></td>
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<td>Mega (Water tanks, Towers and Trailers)</td>
<td><a href="http://www.megacorpinc.com">www.megacorpinc.com</a></td>
</tr>
<tr>
<td>Genie (Man lifts and Telehandlers)</td>
<td><a href="http://www.genielift.com">www.genielift.com</a></td>
</tr>
<tr>
<td>Progressive Solar (Solar Power Light Plants)</td>
<td><a href="http://www.progressivesolarsolutions.com">www.progressivesolarsolutions.com</a></td>
</tr>
<tr>
<td>Multiquip Power</td>
<td><a href="http://www.multiquip.com">www.multiquip.com</a></td>
</tr>
<tr>
<td>Sullair Air Compressors</td>
<td><a href="http://www.sullair.com">www.sullair.com</a></td>
</tr>
<tr>
<td>Rockland (Buckets and Dozer Blades)</td>
<td><a href="http://www.rocklandmfg.com">www.rocklandmfg.com</a></td>
</tr>
<tr>
<td>Paladin (Couplers and Attachments)</td>
<td><a href="http://www.paladin.com">www.paladin.com</a></td>
</tr>
<tr>
<td>CE Attachments (Attachments)</td>
<td><a href="http://www.ceattachments.com">www.ceattachments.com</a></td>
</tr>
<tr>
<td>Dymax (Attachments)</td>
<td><a href="http://www.dymaxinc.com">www.dymaxinc.com</a></td>
</tr>
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<td>Weiler Paving Products (Pavers, Track Trucks &amp; Trailers, Wideners)</td>
<td><a href="http://www.weilerproducts.com">www.weilerproducts.com</a></td>
</tr>
<tr>
<td>Wain-Roy</td>
<td><a href="http://www.woodequipment.com">www.woodequipment.com</a></td>
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</tr>
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<td>Rome (Construction Grade Discs &amp; Plows)</td>
<td><a href="http://www.romeplow.com">www.romeplow.com</a></td>
</tr>
<tr>
<td>Woods (Scrapers and Mowers)</td>
<td><a href="http://www.woodsequipment.com">www.woodsequipment.com</a></td>
</tr>
<tr>
<td>Gearmore (Attachments)</td>
<td><a href="http://www.gearmore.com">www.gearmore.com</a></td>
</tr>
<tr>
<td>Reynolds (Scrapers)</td>
<td><a href="http://www.reynoldsinternational.com">www.reynoldsinternational.com</a></td>
</tr>
<tr>
<td>TG Schmeiser (Box blades, land levelers)</td>
<td><a href="http://www.tgschmeiser.com">www.tgschmeiser.com</a></td>
</tr>
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<td>Wilcox Tillage (Rippers, discs, subsollers, crumblers)</td>
<td><a href="http://www.wilcoxap.com">www.wilcoxap.com</a></td>
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<td><a href="http://www.mtfuso.com">www.mtfuso.com</a></td>
</tr>
<tr>
<td>Mac Trailers</td>
<td><a href="http://www.mactrailers.com">www.mactrailers.com</a></td>
</tr>
<tr>
<td>Maintainer (Service Bodies)</td>
<td><a href="http://www.maintainer.com">www.maintainer.com</a></td>
</tr>
<tr>
<td>Murray Trailers (Heavy Haul)</td>
<td><a href="http://www.murrytrailer.com">www.murrytrailer.com</a></td>
</tr>
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<td>Trail King (Small to Heavy Haul)</td>
<td><a href="http://www.trailking.com/trailers">www.trailking.com/trailers</a></td>
</tr>
<tr>
<td>UTB (Service Bodies)</td>
<td><a href="http://www.unitedtruckbodies.com">www.unitedtruckbodies.com</a></td>
</tr>
<tr>
<td>Fleming Trailers</td>
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</tr>
</tbody>
</table>

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<thead>
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<th>Technology</th>
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<td>Trimble (2D and 3D Grading Systems)</td>
<td><a href="http://www.trimble.com">www.trimble.com</a></td>
</tr>
<tr>
<td>Accugrade (Caterpillar Grade Control)</td>
<td><a href="http://www.Caterpillar.com/en">www.Caterpillar.com/en</a></td>
</tr>
<tr>
<td>Seco (Surveying and Site Prep)</td>
<td><a href="http://www.surveying.com">www.surveying.com</a></td>
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<td>Laserline (Laser Controls)</td>
<td><a href="http://www.laserequipment.com">www.laserequipment.com</a></td>
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<td>Apache (Grade Control, GPS and Lasers)</td>
<td><a href="http://www.apache-laser.com">www.apache-laser.com</a></td>
</tr>
<tr>
<td>Level Best (Laser Grading Box)</td>
<td><a href="http://www.level-best.com">www.level-best.com</a></td>
</tr>
</tbody>
</table>
6. Do you offer color choices for each product listed?

Caterpillar Response (only)

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

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

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

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

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

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

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

<table>
<thead>
<tr>
<th>140M3 Motor Grader</th>
<th>Months</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier</td>
<td>24 to 84</td>
<td>5000 to 7500</td>
</tr>
<tr>
<td>Powertrain &amp; Hydraulics</td>
<td>24 to 84</td>
<td>5000 to 10000</td>
</tr>
<tr>
<td>Powertrain</td>
<td>24 to 84</td>
<td>5000 to 10000</td>
</tr>
</tbody>
</table>

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

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

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

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- **Caterpillar Standard Warranty** - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty").

- **Caterpillar Extended Warranty** - Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- **Powertrain Only** - Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.

- **Powertrain and Hydraulics** - Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.

- **Premier** - Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items “to be included or excluded” in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar’s coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

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

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.
In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:
✓ Represents covered items in their respective category
** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

<table>
<thead>
<tr>
<th>Engine &amp; Accessories</th>
<th>Powertrain</th>
<th>Powertrain &amp; Hydraulics</th>
<th>Premier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine - Internal Components</td>
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<tr>
<td>Valve Cover</td>
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<tr>
<td>Oil Cooler BHL</td>
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<td>Radiator</td>
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<tr>
<td>Exhaust/Muffler</td>
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<td>Manifolds</td>
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<td>Fan Motor</td>
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<td>Water Pump</td>
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<tr>
<td>Fuel injection pumps</td>
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<tr>
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<td>Oil Pan Group</td>
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<tr>
<td>Engine Oil Filter Mount</td>
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<tr>
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<td>Pulleys</td>
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<tr>
<td>Starter</td>
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<td>Electronic Control Modules</td>
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<tr>
<td>Governor/Speed Controls &amp; Linkages</td>
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<tr>
<td>Fuel Lines</td>
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<tr>
<td>Fuel Tank &amp; Associated Parts</td>
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<tr>
<td>Water Piping</td>
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<tr>
<td>Oil Hoses/Lines</td>
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<th>Powertrain &amp; Hydraulics</th>
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<tr>
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<tr>
<td>Axle Seals</td>
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<tr>
<td>Lug Nuts &amp; Bolts</td>
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<td>Hydraulic Pumps &amp; Motors</td>
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<td>Gauges/Indicators/Instruments</td>
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<tr>
<td>Weldment</td>
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</table>

**Allied Product Warranty:**

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer’s standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. **description of your warranty claims procedures.**

**Caterpillar Response**

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

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.
Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

**Dealer Response**

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

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

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

**Caterpillar Response**

Caterpillar is proud to offer robust warranty for its products.

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

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

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

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering
Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

**Dealer Response**

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

**Engineering Deficiencies**: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

**Empire's standard response times** are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide...
customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire’s part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire’s owners expect all employees to consider first how we may have contributed to increasing a customer’s expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

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

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

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

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

**Dealer Response**
For all support related to this contract, please contact:

Clinton Swapp  
Sales Account Manager  
7600 S. Nogales Hwy.  
Tucson, AZ 85756  
Office: 520-746-8213  
Cell: 520-240-8213  
Email: Clinton.Swapp@empire-cat.com

Ty Robertson  
Product Support Sales Representative  
7600 S. Nogales Hwy.  
Tucson, AZ 85756  
Office: 520-746-8226  
Cell: 520-269-1171  
Email: Ty.Robertson@empire-cat.com

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

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

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

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

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

**Dealer Response**

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

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

**Caterpillar Response**

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

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

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

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

**Dealer Response**

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.
Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

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

Caterpillar Response (only)

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


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

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.
<table>
<thead>
<tr>
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<th>Category</th>
<th>Level</th>
<th>Model</th>
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<tbody>
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<td>Asphalt Pavers</td>
<td>Gold</td>
<td>CAT AP1055E</td>
</tr>
<tr>
<td>2015</td>
<td>Asphalt Pavers (Small)</td>
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<td>CAT AP555E</td>
</tr>
<tr>
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<td>Excavators</td>
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<td>Motor Graders</td>
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<td>2014</td>
<td>Specialty Excavators</td>
<td>Gold</td>
<td>CAT 328D LCR</td>
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<tr>
<td>2014</td>
<td>Telehandlers</td>
<td>Gold</td>
<td>CAT TH514C</td>
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<tr>
<td>2014</td>
<td>Trucks (Off-Highway)</td>
<td>Gold</td>
<td>CAT 773G</td>
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<td>Wheel Loaders</td>
<td>Gold</td>
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<td>Category</td>
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<tr>
<td>2014</td>
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<td>Silver</td>
<td>CAT RM500</td>
</tr>
<tr>
<td>2014</td>
<td>Skid-Steer Loaders</td>
<td>Silver</td>
<td>CAT 299D</td>
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<tr>
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<td>Asphalt Milling Machines</td>
<td>Bronze</td>
<td>CAT PM200</td>
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<td>2013</td>
<td>Concrete Breakers</td>
<td>Gold</td>
<td>CAT H90C</td>
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<td>Asphalt Pavers</td>
<td>Gold</td>
<td>CAT AP1055E</td>
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<tr>
<td>2013</td>
<td>Asphalt Pavers (Small)</td>
<td>Gold</td>
<td>CAT AP555E</td>
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<td>Asphalt Screeds</td>
<td>Gold</td>
<td>CAT AS3301C</td>
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<td>Gold</td>
<td>CAT CB64</td>
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<td>Compaction (Soil)</td>
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<td>CAT D6T</td>
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<td>Mini Excavators</td>
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<td>Telehandlers</td>
<td>Gold</td>
<td>CAT TH514</td>
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<td>Wheel Loaders</td>
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<td>CAT 930H</td>
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<td>Off-Highway Trucks</td>
<td>Gold</td>
<td>CAT 775G</td>
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<td>2013</td>
<td>Motor Graders</td>
<td>Gold</td>
<td>12M2 AWD</td>
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<tr>
<td>2013</td>
<td>Software (Fleet Management)</td>
<td>Gold</td>
<td>CAT Product Link / Vision Link</td>
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<tr>
<td>2013</td>
<td>GPS/Laser-Guided Equipment</td>
<td>Silver</td>
<td>Cat Grade Control</td>
</tr>
<tr>
<td>2013</td>
<td>Skid-Steer Loaders</td>
<td>Silver</td>
<td>CAT 259B3</td>
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<td>2013</td>
<td>Asphalt Milling Machines</td>
<td>Bronze</td>
<td>CAT PM200</td>
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<tr>
<td>2013</td>
<td>On-Highway Trucks</td>
<td>Bronze</td>
<td>CT660</td>
</tr>
</tbody>
</table>

Included Links for additional Road and Bridges Information:


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

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2018 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
• Caterpillar helps to protect 2,100 acres of coastal wetlands in California
• Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
• Caterpillar named finalist for prestigious sustainability honor — Circular Economy Award
• Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
• Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
• Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
• Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
• Caterpillar of Australia Recognized For Commitment To Workforce Diversity
• Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
• Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
• Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
• Caterpillar Receives National Recognition for Hurricane Sandy Response
• Caterpillar Named a North Carolina Top 50 Family-Friendly Company
• Caterpillar Recognized for Supplier Diversity
• Caterpillar is #12 most Reputable Big Company
• Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
• Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
• Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
• Caterpillar China Wins 100 Best HR Management Companies of 2010
• Illinois Governor's Pollution Prevention Award
• Caterpillar World Headquarters Awarded US EPA Energy Star
• Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
• Caterpillar in Top 20 of Social Responsibility Ratings
• Caterpillar Chairman receives Distinguished Citizen Award
• Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
• Newsweek Green Rankings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
• Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine
4) Service
   a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerers shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

   **Caterpillar Response** (only)

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

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

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

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

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

   **Caterpillar Response**

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

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

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

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

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

**U.S. Dealer Locations**

![U.S. Dealer Locations](image2.png)

**Image 2: US Dealer Locations**

**Dealer Response**

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.
<table>
<thead>
<tr>
<th>Location</th>
<th>Telephone</th>
<th>Address</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apache Junction</td>
<td>480-308-9100</td>
<td>3215 S. Winchester Rd.</td>
<td>85119</td>
</tr>
<tr>
<td>Blythe</td>
<td>760-921-9500</td>
<td>190 S. Intake Blvd.</td>
<td>92225</td>
</tr>
<tr>
<td>Buckeye</td>
<td>623-925-3020</td>
<td>26403 MC 85 Buckeye</td>
<td>85326</td>
</tr>
<tr>
<td>Buckeye</td>
<td>623-474-0840</td>
<td>25630 W. Durango St.</td>
<td>85326</td>
</tr>
<tr>
<td>Casa Grande</td>
<td>520-374-3500</td>
<td>8801 W. Highway 267</td>
<td>85194</td>
</tr>
<tr>
<td>Deer Valley</td>
<td>623-760-1100</td>
<td>21230 N. Black Canyon Hwy., Phoenix</td>
<td>85027</td>
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<tr>
<td>El Paso</td>
<td>520-582-2900</td>
<td>3501 W. Houser Rd.</td>
<td>85131</td>
</tr>
<tr>
<td>Flagstaff</td>
<td>928-526-2800</td>
<td>4900 E. Empire Ave.</td>
<td>86004</td>
</tr>
<tr>
<td>Globe</td>
<td>928-402-6410</td>
<td>190 W. Ash St.</td>
<td>85501</td>
</tr>
<tr>
<td>Imperial</td>
<td>760-355-2443</td>
<td>3393 Highway 86</td>
<td>92251</td>
</tr>
<tr>
<td>Kingman</td>
<td>928-757-1159</td>
<td>3255 E. Rutherford Dr.</td>
<td>86409</td>
</tr>
<tr>
<td>Mesa</td>
<td>480-633-4000</td>
<td>1725 S. Country Club Dr.</td>
<td>85210</td>
</tr>
<tr>
<td>Mesa</td>
<td>480-633-4421</td>
<td>256 W. Juanita Ave.</td>
<td>85210</td>
</tr>
<tr>
<td>Nogales</td>
<td>520-287-6630</td>
<td>350 N. Mariposa Rd.</td>
<td>85621</td>
</tr>
<tr>
<td>Pearl</td>
<td>602-707-1700</td>
<td>9802 N. 91st Ave.</td>
<td>85345</td>
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<tr>
<td>Phoenix</td>
<td>602-333-5600</td>
<td>801 N. 44th Ave.</td>
<td>85009</td>
</tr>
<tr>
<td>Phoenix</td>
<td>602-627-5700</td>
<td>840 N. 43rd Ave., Phoenix</td>
<td>85009</td>
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<td>Prescott</td>
<td>928-499-6001</td>
<td>3060 Centerpointe East Dr.</td>
<td>86301</td>
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<td>Safford</td>
<td>928-387-8700</td>
<td>444 W. Old Country Club Rd.</td>
<td>85546</td>
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<td>Show Low</td>
<td>928-532-2098</td>
<td>1501 E. Thornton St.</td>
<td>85901</td>
</tr>
<tr>
<td>Tucson</td>
<td>520-746-8200</td>
<td>7600 S. Nogales Hwy</td>
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<tr>
<td>Tucson</td>
<td>520-407-3100</td>
<td>3830 N. Highway Dr.</td>
<td>85705</td>
</tr>
<tr>
<td>Yuma</td>
<td>928-317-7800</td>
<td>3885 E. Gila Ridge Rd.</td>
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</table>

Image: Empire locations

Caterpillar and Empire Machinery Response to
City of Tucson RFP #161534
3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

**Caterpillar Response**

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

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

**Dealer Response**

As described in Caterpillar’s response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- **PM (Preventative Maintenance) Services**
  - PM services are broken into five (5) categories and follow the manufacturer’s service recommendations, or can be customized to meet customers’ needs.
    - PM1 – Services the manufacturer recommends at 250 hours
    - PM2 – Services the manufacturer recommends at 500 hours
    - PM3 – Services the manufacturer recommends at 1,000 hours
    - PM4 – Services the manufacturer recommends at 2,000 hours
    - PM5 – Services the manufacturer recommends at 4,000 hours

Empire and participating dealers can offer different options for these hour intervals including:

- Parts only agreements
- Parts and fluids only agreements
- Parts, fluids, and labor agreements
Please see generalized chart below for the services performed at each PM interval.

<table>
<thead>
<tr>
<th>PM2</th>
<th>PM3</th>
<th>PM4</th>
<th>PM5</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

- **Total Maintenance and Repair (TM&R):**

In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

TM&R’s can be customized by the customer, including the following:

- With/without travel
- With/without scheduled component rebuilds
- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer’s Manual (OMM).

**Man on Site Agreement:**

This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

Empire and participating dealers will provide a “man on site” for any duration of usage hours and time: Day, week, month, as specified by the agreement.

The technician will usually perform:

- Running repairs
- Preventative maintenance services

Other onsite services could include:

- Daily inspections
- Cleanings
- Operational checks

The “man on site” agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

Additional “man on site” Inclusions or exclusions in most cases include the following:

- Housing (when applicable)
- Overtime rates
- **Daily Fuel and Lube Agreement**

Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

Inclusions and exclusions in most cases include:

- With/Without daily cleanings.
- With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire’s discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson’s input, adequately sized unit at a 50% discount from Empire’s rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire’s territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar’s full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC’s have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained
technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

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

**Caterpillar Response**

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

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

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

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

**Dealer Response**

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI’s are dedicated full time to this process. CDI’s are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine
salesman to provide this critical task. CDI’s begin the ownership experience by providing customers the most thorough “in-service” training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:
- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it’s described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.
Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
   a. Walk around inspection
   b. Daily service points/lubrication
   c. Cab and controls
   d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
   a. Operator’s station

Caterpillar and Empire Machinery Response to City of Tucson RFP #161534
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


   a. Lubricants and fluids

   b. Towing

   c. Review PM checklist and procedures

   • 250 Hour
   • 500 Hour
   • 1000 Hour
   • 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire’s Mesa campus or at customer sites. All training courses utilize “pre and post” testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification
iv. How will you accommodate various work shifts?
Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?
Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?
Yes

Is this training different than the regular initial training?
Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?
Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?
Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

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

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

**Dealer Response**
Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:
- Name of agency
- Department receiving if supplied on purchase order
• Contact name is supplied on purchase order
• Machine Serial Number
• Machine price
• Applicable taxes
• Freight from Empire to agency
• Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.
Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

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

**Caterpillar Response**

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

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

**Dealer Response**

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.
c. Describe the equipment delivery process and your delivery commitment.

**Caterpillar Response**

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

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

**Dealer Response**

Most products can be sourced from Empire’s extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire’s territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a “Ready to Ship” (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer’s history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

**Caterpillar Response**

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

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

**Dealer Response**

If Empire’s configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC’s have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers.
secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

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

**Caterpillar Response**

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

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

**Dealer Response**

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:
  
  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under “Dealer Response”) This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

**Caterpillar Response**

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

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

**Dealer Response**

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.
With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

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

**Caterpillar Response**

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

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

**Dealer Response**

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history
Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
  - Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
    - Asset Utilization
      - Hours
      - Fuel
      - Operation
    - Current Location (Google Maps)
    - Health Watch
      - Fault Codes
      - Fluid Analysis
      - Inspections (Requires Mobile App)
    - Geo Fencing
    - PM Maintenance Tracking
    - Production Tracking (requires additional accessories)
      - Pay Load monitoring
      - Project monitoring
      - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
    - Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vision Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:
- Displays parameter status
- Displays active diagnostics
- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal:

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche
- 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.

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

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

Dealer Response
Is electronic invoicing available?
Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/sales servicedelivered

Is summary invoice available?
Yes

Are there other options on how an agency receives an invoice?
Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.
Samples will be included in the attachment section of this RFP.

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

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

Defective products are covered by manufacturer's warranty.
Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

**Dealer Response**

As described in Caterpillar’s response, in most cases working with Empire’s Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire’s making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

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

**Caterpillar Response** (only)

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

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

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

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

**Caterpillar Response** (only)

Where appropriate, all titles will be provided with proof of registration with the state.
I. Will each product be delivered free of distributor advertising?

**Caterpillar Response (only)**

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

6) Other

a. Describe any government rebate programs applicable.

**Caterpillar Response (only)**

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:

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

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

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

**Caterpillar Response**

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

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

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

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

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

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

**Dealer Response**

CONFIDENTIAL – Request confidential treatment –

Empire Machinery and other dealers across North America, who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP#161534.

<table>
<thead>
<tr>
<th>Dealer Related Parts, Service, Rentals, and Accessories</th>
<th>Minimum List/End(Discount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Rate Discount</td>
<td>15%</td>
</tr>
<tr>
<td>Used Machines Purchase Discount</td>
<td>20%</td>
</tr>
<tr>
<td>GET (Ground Engaging Tools) Discount</td>
<td>25%</td>
</tr>
<tr>
<td>Filter Discount</td>
<td>20%</td>
</tr>
<tr>
<td>Fluid Discount with TM&amp;R (Total Maintenance &amp; Repair)</td>
<td>14%</td>
</tr>
<tr>
<td>Undercarriage Discount</td>
<td>15%</td>
</tr>
<tr>
<td>Power Systems Rental Rate</td>
<td>15%</td>
</tr>
<tr>
<td>Power Systems Used Purchase Discount</td>
<td>20%</td>
</tr>
<tr>
<td>Used Work Tools</td>
<td>14%</td>
</tr>
</tbody>
</table>
2) Based on your distribution network, explain how freight is calculated.

**Caterpillar Response**

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

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

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

**Dealer Response**

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

- **Caterpillar Included in Price:** On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- **Caterpillar Managed Freight:** On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- **Empire Quoted:** Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- **Allied Products:** Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

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

**Caterpillar Response**

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

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

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

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

**Past and Future Price Increases**

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

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

**Dealer Response**

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Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times. To avoid overwhelming this proposal with hundreds of example price increases, Empire will provide examples of the price increases associated with the seven Caterpillar models we have included below.

Typically, in September, Caterpillar announces an annual price increase that will affect machines and work tools shipping after January 1st of the following year. This is not based on order date, but ship date. If a tractor is ordered in August and is not going to ship until January, the tractor would be subject to the price increase for that model announced in September.

The price increase sheet is detailed by model and Empire has experienced price increases ranging from -1% to +8% over the past three years. In this time frame, Caterpillar has announced one mid-year price increase. It was announced approximately 90 days before taking effect and was rolled out as described above.
In regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change causing a reference number change, etc.

Listed below is the number of times Caterpillar made price adjustments between 01/01/2016 and 08/10/2016:

- 120M: 22 Price List changes
- M316D: 15 Price List changes
- D6K: 19 Price List changes
- 308E: 23 Price List changes
- 930: 36 Price List changes
- 12M2 AWD: 6 Price List changes
- CB22: 11 Price List changes

Prior to 2006, most price increases followed the commodities markets of primarily oil and iron. Historically, this was a predictable 2%-3% per year. The most significant changes in pricing since 2006 have been the expense of manufacturers adding EPA emissions compliance packages. Some machines experience as much as +8% in 12 months.

We expect Caterpillar will return to a more stable range of price increases that more generally follow the U.S. inflation rate. The long range indicators/indices for predicting construction machinery will continue to be U.S. labor rates, and energy and steel. As one of the largest steel consumers in the world, Caterpillar blends long and short term contracts on steel and other commodities to help absorb shocks to these markets, in an effort to help its dealers and customers adjust. At the time of this writing, Empire does not anticipate significant changes that would affect the expected return to standard 2%-3% annual price increases.

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

**Caterpillar Response**

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

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

**Dealer Response**

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.
Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

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

**Caterpillar Response** (only)

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

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

**Caterpillar Response** (only)

None available at this time.

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

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Caterpillar and Empire Machinery Response to City of Tucson RFP #161534

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

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

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

9) Does your firm have a City of Tucson Business License? _X_ Yes _X_ No
   a. If yes, please provide a copy of your City of Tucson Business license.

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

   The local Dealer, Empire Machinery, has a City of Tucson Business license.
   Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

   **Dealer Response**
   A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

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

   **Caterpillar Response** (only)
   For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world’s leading manufacturer of construction and

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Caterpillar and Empire Machinery Response to City of Tucson RFP #161534
mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer's have been owned by the same family for multiple generations.

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

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

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

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

Caterpillar Response (only)

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

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


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

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

**Caterpillar Response**
Nationally, the contract will be managed by:

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

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

**Dealer Response**
For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85766
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

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

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

We have many satisfied customers in public agencies and refer you to Empire Machinery’s response for three local agencies who are pleased with their support.
It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

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

**Dealer Response**

References:
City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

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

Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road, Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

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

**Caterpillar Response (Only)**

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:
6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

**Caterpillar Response**

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

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

**Dealer Response**

Empire Machinery’s response is for Empire’s territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire’s territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling
Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas:

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadpersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE’s stores have over 25 years’ experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire’s extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire’s value added services:

- **Tractor Machining** – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- **Empire Hydraulic Service** – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- **Empire Transport** – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency
- **Empire Training Institute** – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses.

- **Technology Products and Services** – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.

- **Wear Analysis** – Empire’s own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.

- **In-Shop Services** – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.

- **Field Service Capability** – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE’s most experienced technicians (12 years average experience).

- **Empire Power Systems** – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

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

**Caterpillar Response** (only)

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

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

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.
Account: CATERPILLAR INC.
D-U-N-S® Number: 00-507-0470 - CATERPILLAR INC.
Account Number: CAT1
Trade Names: CATERPILLAR
Endorsement/Billing Reference: Wilson_Alex_D@cat.com

D&B Address
Address 100 No Adams St
Peoria, IL, US - 61620
Phone 309-075-1000
Fax 309-675-1076
Location Type Headquarters
Web www.caterpillar.com

Account Address
Address 100 NE ADAMS ST
PEORIA, IL, US - 616200001
Phone 309-675-1000
Fax 309-675-1076

Company Summary

Currency: Shown in USD unless otherwise indicated

Credit Limit
Unavailable
Credit Limit - D&B Conservative
1,000,000.00
Based on profiles of other similar companies.
Credit Limit - D&B Aggressive
1,000,000.00
Based on profiles of other similar companies.
PAYDEX®
70
Paying 15 days past due
Commercial Credit Score Percentile
39
Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile
67
Moderate Risk of severe financial stress.
D&B Viability Rating
View More Details
Bankruptcy Found
No
D&B Rating
5A3
5A indicates 50 million and over, Credit appraisal of 3 is fair

Account Review Reasons

Status: Credit Increase Recommended
Credit Increase Recommended: An automated review triggered a recommended action of "Credit Increase Recommended" on 10/05/2016. D&B was your source of business information to make this decision.
The "Low Risk 2-3.99" rule triggered this review because of the following conditions:

Condition: Value
Cat Existing Scomcard Is Between 2.00 AND 3.99 3.95

Based on the "Credit Increase Recommended" rule the
The recommended credit terms were based on the following:

The following information was used to calculate the CLM:
Expression: (Caterpillar Input 3) * 5

> Previous 10 Credit Terms

Credit Terms prior to review on 10/05/2016
Credit Limit 50,000.00 Not Set
Payment Terms Net 30 Not Set
Early Payment Discount Not Set Not Set
Analyst Instructions Not Set Not Set

Financial Statement Source: EDGAR | Interim | 06-30-2016

Credit Terms prior to review on 08/31/2016
Credit Limit 50,000.00 Not Set
Payment Terms Net 30 Not Set
Early Payment Discount Not Set Not Set
Analyst Instructions Not Set Not Set

Financial Statement Source: EDGAR | Interim | 06-30-2016

**Detailed Trade Risk Insight**

Days Beyond Terms Past 3 Months

7 Days

Dollar-weighted average of 1128 payment
Recent Derogatory Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Aug-16</td>
<td>Placed for Collection</td>
<td>500 on 1 acct</td>
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<tr>
<td>Sep-16</td>
<td>Bad Debt Written Off</td>
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<tr>
<td>Oct-16</td>
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**D&B Viability Rating**

**Viability Score:** 1

**Portfolio Comparison:** 3

**Data Depth Indicator:** A

**Company Profile:** A

<table>
<thead>
<tr>
<th>Financial Data</th>
<th>Trade Payments</th>
<th>Company Size</th>
<th>Years in Business</th>
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<tbody>
<tr>
<td>Available</td>
<td>Available (3+Trade)</td>
<td>Large</td>
<td>Established</td>
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</table>

**Company Overview**

This is a headquarters location

Branch(es) or Division(s) exist: Y

<table>
<thead>
<tr>
<th>Chief Executive</th>
<th>DOUGLAS R OBERHELMAN, CHB-CEO</th>
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<tbody>
<tr>
<td>Stock Symbol</td>
<td>CAT</td>
</tr>
<tr>
<td>Year Started</td>
<td>1925</td>
</tr>
<tr>
<td>Employees</td>
<td>105700 (1176 Here)</td>
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<tr>
<td>SIC</td>
<td>3531, 3519</td>
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<tr>
<td>Line of business</td>
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<tr>
<td>NAICS</td>
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<tr>
<td>History Status</td>
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<tr>
<td>Financial Condition</td>
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</table>

**Stock Performance**

CAT: 89.50 $ 2.00 (2.28%)

Previous Close: 87.52
Caterpillar Goes Beyond the Iron at MINExpo
2016-09-26T13:06:21 AKDT 1:06 PM-CNBC

NowNS: International experience makes local
2016-09-26T11:04:45 AKDT 11:04 AM-The Chronicle

Caterpillar eyes a brighter future ahead of
2016-09-25T20:51:21 AKDT 8:51 PM-Mining

Caterpillar (world's No.1 heavy machinery
2016-09-25T18:08:38 AKDT 6:08 PM-NASDAQ.com

Caterpillar sees green shoots in mining, but
2016-09-24T16:43:38 AKDT 4:43 PM-MINING.com

Caterpillar Gives the Gift of Power to St. Luke's
2016-09-24T12:20:46 AKDT 3:20 PM-PR Newswire

American workers out, foreign workers in
2016-09-23T13:18:23 AKDT 1:18 PM-

Caterpillar Vice President Kim Hauer to Pursue
2016-09-23T07:55:18 AKDT 7:55 AM-Caterpillar Inc.

Bank in the AM: At least one media source
2016-09-23T05:51:23 AKDT 5:51 AM-The Peoria

From manufacturing to innovative design
2016-09-23T09:32:54 AKDT 12:32 AM-Engineers

QUT to Lead a Project with Caterpillar for
2016-09-22T18:53:23 AKDT 6:53 PM-Austemine

Public Filings

The following data includes both open and closed filings
found in D&B's database on this company.

<table>
<thead>
<tr>
<th>Record Type</th>
<th>Number of Records</th>
<th>Most Recent Filing Date</th>
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</thead>
<tbody>
<tr>
<td>Bankruptcies</td>
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<td></td>
</tr>
<tr>
<td>Judgments</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Liens</td>
<td>1</td>
<td>03/06/07</td>
</tr>
<tr>
<td>Suits</td>
<td>4</td>
<td>03/11/16</td>
</tr>
<tr>
<td>UCCs</td>
<td>722</td>
<td>08/09/16</td>
</tr>
</tbody>
</table>

The public record items contained herein may have
been paid, terminated, vacated or released prior to today's date.

Predictive Scores

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Currency: Shown in USD unless otherwise indicated

16. | 03/12/2019 | Public Works | Trail King Model #TK110SA Sliding Axle trailer - Empire Southwest LLC 3/12/2019 Page 154 of 234
Viability Score

Lowest Risk: 1  Highest Risk: 9

Compared to All US Businesses within the D&B Database:

- Level of Risk: Low Risk
- Businesses ranked 1 have a probability of becoming no longer viable: 0.2%
- Percentage of businesses ranked 1: 0.3%
- Across all US businesses, the average probability of becoming no longer viable: 14%

Portfolio Comparison

Lowest Risk: 1  Highest Risk: 9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment: Available Financial Data
- Level of Risk: Low Risk
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: 0.2%
- Percentage of businesses ranked 3 with this model segment: 15%
- Within this model segment, the average probability of becoming no longer viable: 0.6%

Data Depth Indicator

Predictive Data: A  Descriptive Data: C

Data Depth Indicator:

- Rich Firmographics
- Extensive Commercial Trading Activity
- Comprehensive Financial Attributes

Company Profile

<table>
<thead>
<tr>
<th>Financial Data</th>
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<th>Company Size</th>
<th>Years in Business</th>
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<tr>
<td>Available</td>
<td>Available (3+ Trade)</td>
<td>Large</td>
<td>Established</td>
</tr>
</tbody>
</table>

Company Profile Details:

- Financial Data: Available
- Trade Payments: Available (3+ Trade)
- Company Size: Large (Employees: 50+ or Sales: $500K+)
- Years in Business: Established (5+)
Certificate of Insurance

Statement of Insurance

From: Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries

Re: Verification of Casualty Insurance Program

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®
Certificate of Insurance

Statement of Insurance

From: Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries

Re: Verification of Property Insurance Program

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar’s net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®
CATERPILLAR LIMITED WARRANTY
Earthmoving, Construction, Material Handling, Forestry and Paving Machines
Worldwide

Effective with sales to the first user on or after July 1, 2016

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments, work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobile trac beta, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 796, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

Warranty Period
For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:
- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports: the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities
If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.
- Replace lubricating oil, filters, antifreeze, and other service items made unsuable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities
The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations
Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...
This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar’s obligations under this Limited Warranty are subject to and shall not apply in contravention of the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

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

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

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

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED (“MANDATORY RIGHTS”). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER OR PURCHASER MAKES WARRANTIES UNDER THE CONSUMER GUARANTEE 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.


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 IMPLIED UNDER MANDATORY RIGHTS.

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

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

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

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW AND ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLE REASONABLE LOSS OR DAMAGE, YOU ARE ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY. THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPERETATION 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 FAIL 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 E. ADAMS ST., PECORA, IL USA 61625, 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.

©2016 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.
Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY
Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period
The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user. The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities
If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

  User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:
  Allowance (%) = (1-Track hours/1500 hours) X 100
  User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks:
  Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities
The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."

- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations
Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user’s delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side...
This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar’s obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

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

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

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

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


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.
Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City’s e-tax system.

https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAgc-p0oa49nxGtbBM2qM-GB4r4m901Gq-SEp8sXy1Y2aQ&r=WMW-Ht5ly5zfXNRZvP2t&sv=hpwJ6HGhWGPwOA16F28&m=RFPwLkGClbmRODuPpY0A3ADLvILKVeSz0jgVqgbws=APhmUI6iF7x-JCKk_KSfzLwb00Mzic_U0NiNPMLlQ&e=

Thank you.

Pat

>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>
Hello,

I'm writing on behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
America's Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976
City of Tucson

License Certificate

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

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.

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 NOGALBS HY, TUCSON, AZ 85736

Effective: January 01, 2016

Please refer to license number in all correspondence.

By

Finance Director
TO: Jeffrey Whiting, Contract Officer
   City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
    Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Machinery
7000 S. Nogales Highway
Tucson, AZ 85756-9640
Phone: 520-746-8200
November 14, 2016

TO: Jeffrey Whiting, Contract Officer
    City of Tucson

FM: Ann Schreifels
    Governmental Sales Manager

RE: Price Discounts and Price Pages

Caterpillar does not have a typical product catalog or price pages. Because our machines and equipment are relatively low volume products and often created to customer specifications, we don’t have a static document to attach here. With more than 300 products that each have a detailed 20-40-page price list, we also didn’t feel it was in the best interest of the City’s environmentally conscious policies.

The City of Tucson can request current price pages from Caterpillar Inc, or from Empire Machinery at any time.

Because our pricing model under this contract is a minimum discount off of list price, those discounts are attached here. Working with the local sales representative to configure the machine correctly and then applying the discount will result in the contract price indicated in this proposal.

Please feel free to reach out to me at 309-338-5976 or to Patty Redpath at 309-494-4578 if you are not able to reach a local Empire Machinery contact.
### Cooperative Contracts 2017 - City of Tucson RFP Response

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*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.
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<tr>
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<td>304.5</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>374</td>
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<table>
<thead>
<tr>
<th>Backhoe Loaders</th>
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<tbody>
<tr>
<td>415</td>
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<tr>
<td>416</td>
<td>24.00%</td>
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<td>420</td>
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<td>430</td>
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<tr>
<td>450</td>
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<table>
<thead>
<tr>
<th>Site Prep Tractor</th>
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<tbody>
<tr>
<td>588C</td>
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<table>
<thead>
<tr>
<th>Wheel Tractor Scrapers</th>
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</tr>
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<tbody>
<tr>
<td>621</td>
<td>16.00%</td>
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<tr>
<td>623</td>
<td>17.00%</td>
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<tr>
<td>627</td>
<td>16.00%</td>
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### Articulated Trucks

<table>
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<tr>
<th>Model</th>
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</thead>
<tbody>
<tr>
<td>725</td>
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<tr>
<td>730</td>
<td>14.00%</td>
</tr>
<tr>
<td>735</td>
<td>14.00%</td>
</tr>
<tr>
<td>740</td>
<td>14.00%</td>
</tr>
<tr>
<td>745</td>
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### Rigid Frame Trucks

<table>
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<tbody>
<tr>
<td>770</td>
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<tr>
<td>773</td>
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### Landfill Compactors

<table>
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<tbody>
<tr>
<td>816</td>
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<tr>
<td>826</td>
<td>14.00%</td>
</tr>
<tr>
<td>836</td>
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### Wheel Dozers and Soil Compactors

<table>
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<th>Model</th>
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<tbody>
<tr>
<td>814</td>
<td>15.00%</td>
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<tr>
<td>815</td>
<td>15.00%</td>
</tr>
<tr>
<td>824</td>
<td>15.00%</td>
</tr>
<tr>
<td>825</td>
<td>15.00%</td>
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### Wheel Loaders

<table>
<thead>
<tr>
<th>Model</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>903</td>
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<tr>
<td>906</td>
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<tr>
<td>907</td>
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<tr>
<td>908</td>
<td>25.00%</td>
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<tr>
<td>910</td>
<td>25.00%</td>
</tr>
<tr>
<td>914</td>
<td>25.00%</td>
</tr>
<tr>
<td>918</td>
<td>26.00%</td>
</tr>
<tr>
<td>924</td>
<td>26.00%</td>
</tr>
<tr>
<td>926</td>
<td>26.00%</td>
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<tr>
<td>930</td>
<td>26.00%</td>
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<tr>
<td>938</td>
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<tr>
<td>950GC</td>
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<tr>
<td>950M</td>
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<td>962</td>
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<td>966</td>
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<td>980</td>
<td>12.00%</td>
</tr>
<tr>
<td>962</td>
<td>12.00%</td>
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### Track Loaders

<table>
<thead>
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<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>953</td>
<td>20.00%</td>
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<tr>
<td>963</td>
<td>23.00%</td>
</tr>
<tr>
<td>973</td>
<td>23.00%</td>
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### Worktools

<table>
<thead>
<tr>
<th></th>
<th>Discount</th>
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</thead>
<tbody>
<tr>
<td>Worktools</td>
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### Caterpillar Safety Services

<table>
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<th>Discount</th>
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</thead>
<tbody>
<tr>
<td>Safety Services</td>
<td>15.00%</td>
</tr>
</tbody>
</table>

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume
### Caterpillar Oct. 7, 2016 National IPA Participant Discounts

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

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
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<tbody>
<tr>
<td>D13</td>
<td>50%</td>
</tr>
<tr>
<td>D20</td>
<td>50%</td>
</tr>
<tr>
<td>D25</td>
<td>50%</td>
</tr>
<tr>
<td>D30</td>
<td>50%</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D40-6</td>
<td>50%</td>
</tr>
<tr>
<td>D50-6</td>
<td>50%</td>
</tr>
<tr>
<td>D60-6</td>
<td>50%</td>
</tr>
<tr>
<td>D80-6</td>
<td>50%</td>
</tr>
<tr>
<td>D100-6</td>
<td>50%</td>
</tr>
<tr>
<td>D125-6</td>
<td>50%</td>
</tr>
<tr>
<td>D150-6</td>
<td>50%</td>
</tr>
<tr>
<td>D175-2</td>
<td>50%</td>
</tr>
<tr>
<td>D40-6S</td>
<td>50%</td>
</tr>
<tr>
<td>D50-6S</td>
<td>50%</td>
</tr>
<tr>
<td>D60-6S</td>
<td>50%</td>
</tr>
<tr>
<td>D80-2S</td>
<td>50%</td>
</tr>
<tr>
<td>D100-6S</td>
<td>50%</td>
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</table>

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D40</td>
<td>31%</td>
</tr>
<tr>
<td>D50-8</td>
<td>31%</td>
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<tr>
<td>D60-8</td>
<td>31%</td>
</tr>
<tr>
<td>D40-2LC</td>
<td>31%</td>
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<td>D50-2LC</td>
<td>31%</td>
</tr>
<tr>
<td>D60-2LC</td>
<td>31%</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D40 (3 phase)</td>
<td>31%</td>
</tr>
<tr>
<td>D50 (3 phase)</td>
<td>31%</td>
</tr>
<tr>
<td>D60 (3 phase)</td>
<td>31%</td>
</tr>
<tr>
<td>D80 (3 phase)</td>
<td>31%</td>
</tr>
<tr>
<td>D100 (3 phase)</td>
<td></td>
</tr>
<tr>
<td>D40-S (1 phase)</td>
<td></td>
</tr>
<tr>
<td>D50-S (1 phase)</td>
<td></td>
</tr>
<tr>
<td>D60-S (1 phase)</td>
<td></td>
</tr>
<tr>
<td>D80-S (1 phase)</td>
<td></td>
</tr>
<tr>
<td>D100-S (1 phase)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D125-6 (3 phase)</td>
<td></td>
</tr>
<tr>
<td>D150-6 (3 phase)</td>
<td></td>
</tr>
<tr>
<td>D175-2 (3 phase)</td>
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<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C9, 60 HZ, 200 - 300 kW (Reference the &quot;PSNA-EPG-F.C9PGAN&quot; or C4.4PGAN&quot; Caterpillar Price List)</td>
<td></td>
</tr>
<tr>
<td>200 kW (600, 480, 240 V, 60 Hz)</td>
<td>38%</td>
</tr>
<tr>
<td>250 kW (600, 480, 240 V, 60 Hz)</td>
<td>36%</td>
</tr>
<tr>
<td>300 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
</tbody>
</table>

*Other Voltages available, but may affect generator output.

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C9, 60 HZ, 200 - 300 kW (Reference the &quot;PSNA-EPG-F.C9PGAN&quot; Caterpillar Price List)</td>
<td></td>
</tr>
<tr>
<td>200 kW (600, 480, 240 V, 60 Hz)</td>
<td>33%</td>
</tr>
<tr>
<td>250 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
<tr>
<td>300 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
</tbody>
</table>

*Other Voltages available, but may affect generator output.

C13PGAN, 350kW & 400kW

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Participant Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C15, 60 HZ, 350 - 500 kW (Reference the &quot;PSNA-EPG-F.C15PGAN&quot; Caterpillar Price List)</td>
<td></td>
</tr>
<tr>
<td>350 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
<tr>
<td>400 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
<tr>
<td>450 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
<tr>
<td>500 kW (600, 480, 240 V, 60 Hz)</td>
<td>37%</td>
</tr>
</tbody>
</table>

*Other Voltages available, but may affect generator output.
### Caterpillar Price List

#### EPA & CARB Tier 4 Intermediate Emissions-Certified

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C18, 60 Hz</td>
<td>500 kW</td>
<td>500 kW</td>
<td>20%</td>
</tr>
<tr>
<td>C18, 60 Hz</td>
<td>500 kW</td>
<td>500 kW</td>
<td>20%</td>
</tr>
<tr>
<td>C18, 60 Hz</td>
<td>500 kW</td>
<td>500 kW</td>
<td>20%</td>
</tr>
</tbody>
</table>

#### EPA & CARB Tier 4 Final Emissions-Certified

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C18, 60 Hz</td>
<td>480 kW</td>
<td>500 kW</td>
<td>20%</td>
</tr>
</tbody>
</table>

#### Caterpillar Price List

<table>
<thead>
<tr>
<th>Model</th>
<th>Price</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>C27, 60 Hz</td>
<td>750 kW</td>
<td>480 Volt</td>
</tr>
<tr>
<td>C32, 60 Hz</td>
<td>1000 kW</td>
<td>480 Volt</td>
</tr>
</tbody>
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### EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3512C, 60 Hz</td>
<td>1500 kW</td>
<td>1500 kW</td>
<td>33%</td>
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<tr>
<td>3512C, 60 Hz</td>
<td>1500 kW</td>
<td>1500 kW</td>
<td>33%</td>
</tr>
</tbody>
</table>

### EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3512C, 60 Hz</td>
<td>2000 kW</td>
<td>2000 kW</td>
<td>33%</td>
</tr>
<tr>
<td>3512C, 60 Hz</td>
<td>2000 kW</td>
<td>2000 kW</td>
<td>33%</td>
</tr>
</tbody>
</table>

### EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3516C-HD, 60 Hz</td>
<td>2500 kW</td>
<td>2500 kW</td>
<td>19%</td>
</tr>
<tr>
<td>3516C-HD, 60 Hz</td>
<td>2500 kW</td>
<td>2500 kW</td>
<td>19%</td>
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</tbody>
</table>

### EPA Tier 1

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3516A, 60 Hz</td>
<td>2000 kW</td>
<td>2000 kW</td>
<td>32%</td>
</tr>
<tr>
<td>3516A, 60 Hz</td>
<td>2250 kW</td>
<td>2250 kW</td>
<td>32%</td>
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</table>

### EPA Tier 1

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby</th>
<th>Prime Power</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3516C-HD, 60 Hz</td>
<td>2500 kW</td>
<td>2500 kW</td>
<td>30%</td>
</tr>
<tr>
<td>3516C-HD, 60 Hz</td>
<td>2500 kW</td>
<td>2500 kW</td>
<td>30%</td>
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</table>

### EPA Tier 4 Final

<table>
<thead>
<tr>
<th>Model</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>G3412, 60 Hz</td>
<td>1200 RPM, 3 Phase, 480 Volt</td>
</tr>
<tr>
<td>G356A, 60 Hz</td>
<td>1200 RPM, 3 Phase, 480 Volt</td>
</tr>
<tr>
<td>G3412PGE</td>
<td>275kW, 460kW, 600kW</td>
</tr>
<tr>
<td>G3512NL Stationary Certified 331kW, 1095kW</td>
<td>17%</td>
</tr>
<tr>
<td>G3516, 60 Hz, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited</td>
<td>17%</td>
</tr>
</tbody>
</table>

16. | 03/12/2019 | Public Works | Trail King Model #TK110SA Sliding Axle trailer - Empire Southwest LLC | 3/12/2019 Page 174 of 234
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member’s local dealer.

C175, 56 Hz, 4000 kW (EPA Tier 2 for Mobile and Stationary Use) (Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 56 Hz, 3000 kW (EPA Tier 4) (Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 56 Hz, 3000 kW (EPA Tier 2 for Mobile and Stationary Use) (Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
3000 kW (with Fan Rating) 20%
3100 kW (without Fan Rating) 20%

G30PGAN, 30kW

G60PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 120kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW (Reference the "PSNA-EPG-F_BASELINE" Caterpillar Price List)

G25 26%
G36 26%
G40 26%
G45 26%
G50 26%
G60 26%
G70 26%
G80 26%
G100 26%
G130 26%
G150 26%
G175 26%
G200 26%
G250 26%
G275 26%
G300 26%

AP560 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)
AP5100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)
AP51000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)
AP52000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)

XQ20N, 60 Hz, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) (Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%

"There are several voltage options available

XQ30N, 60 Hz, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) (Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%

"There are several voltage options available

XQ35BN, 60 Hz, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 Hz, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) (Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%

"There are several voltage options available
XG080N Tier 4 Final

XG200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG200N" Caterpillar Price List)
162 kW* (3 phase or 1 phase) 45%

XG350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG350N" Caterpillar Price List)
320 kW* (3 phase or 1 phase) 23%

XG378BN, 60 HZ, 378 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG378BN" Caterpillar Price List)
23%

XG600N, 60 HZ, 600 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG600N" Caterpillar Price List)
465 kW* (3 or 1 phase) 23%

XG570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG570BN" Caterpillar Price List)
23%

XG800N, 60 HZ, 600 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XG800N" Caterpillar Price List)
725 kW* (3 or 1 phase) 23%

*There are several voltage options available

XG2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)
(Reference the "XG2000N" Caterpillar Price List)
1825 kW* (3 phase) 10%

Switchgear (customizable) 12%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off the cataloged list price from each member’s local dealer.

UPS (Uninterruptible Power Supply)

60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)
UPSB040 (40 kVA) 20%
UPSB050 (60 kVA) 20%
UPSB060 (80 kVA) 20%
UPSB080 (80 kVA) 20%
UPSB100 (100 kVA) 20%
UPSB130 (130 kVA) 20%

Plus all price list related options 20%

UPS (Uninterruptible Power Supply)
Flywheel Options
(Reference the "UPS300AG" Caterpillar Price List)
UP3000A - UPS 300 480V 60HZ 20%
UP300G - UPS 300 480V 60HZ 20%
UP4000G - UPS 400 480V 60HZ 20%
UP4000Z - UPS 400 480V 60HZ 20%
UP6000Z - UPS 400 480V 60HZ 20%
UP8000Z - UPS 800 480V 60HZ 20%
UP12000Z - UPS 1200 480V 60HZ 20%
UP6EXFG - UPS Module Power Stage Expansion 20%

(Reference the "UPS750FG" Caterpillar Price List) 20%

Epic (Reference the "CATEPICG" Price List)
Epic - Master Control Panel 10%
Epic - Generator Control Panel 10%
Epic - Utility Control Panel 10%

Supervisory Control Panel (Reference the "CATSCP" Price List)
EMCP 4.4 SCP 10%

ATS (AUTOMATIC TRANSFER SWITCHES)

444 ATS's available via ATS 2014 Price List Password: ATS2011 20%
Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided
- Custom Shop Work
- Installation
- Delivery/Freight
- Training
- Custom Enclosure
- Custom Fuel Tank
- Custom ATS
- Dealer Labor
- Additional/Custom Parts
- General Contracting Labor
- Maintenance Agreements

National IPA Member Pricing
- 5% off list price / typical sale price if no list price is available
- 5% off list price / typical sale price if no list price is available
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Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.
### Allied Products Discount Table

<table>
<thead>
<tr>
<th>Construction and Mining</th>
<th>Minimum List/Card Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allmand (Light Towers)</td>
<td>18.00%</td>
</tr>
<tr>
<td>Broce Brooms</td>
<td>9.00%</td>
</tr>
<tr>
<td>JLG (Man lifts)</td>
<td>22.00%</td>
</tr>
<tr>
<td>Mega (Water tanks, Towers and Trailers)</td>
<td>8.00%</td>
</tr>
<tr>
<td>Genie (Man lifts and Telehandlers)</td>
<td>20.00%</td>
</tr>
<tr>
<td>Progressive Solar (Solar Power Light Plants)</td>
<td>10.00%</td>
</tr>
<tr>
<td>Multiquip Power</td>
<td>24.00%</td>
</tr>
<tr>
<td>Sullair Air Compressors</td>
<td>28.00%</td>
</tr>
<tr>
<td>Rockland (Buckets and Dozer Blades)</td>
<td>8.00%</td>
</tr>
<tr>
<td>Paladin (Couplers and Attachments)</td>
<td>8.00%</td>
</tr>
<tr>
<td>CE Attachments (Attachments)</td>
<td>12.00%</td>
</tr>
<tr>
<td>Dymax (Attachments)</td>
<td>8.00%</td>
</tr>
<tr>
<td>Weiler Paving Products (Pavers, Tack Trucks &amp; Trailers, Wideners)</td>
<td>10.00%</td>
</tr>
<tr>
<td>Wain-Roy</td>
<td>11.00%</td>
</tr>
</tbody>
</table>

### Agriculture

| Challenger Tractors                                                                    | 13.00%                      |
| Massey Ferguson Tractors                                                               | 13.00%                      |
| Rome (Construction Grade Discs and Plows)                                              | 13.00%                      |
| Woods (Scrapers and Mowers)                                                            | 13.00%                      |
| Gearmore (Attachments)                                                                 | 13.00%                      |
| Reynolds (Scrapers)                                                                    | 13.00%                      |
| TG Schmeiser (Box blades, Land Levelers)                                               | 13.00%                      |
| Wilcox Tillage (Rippers, discs, subsoilers, crumblers)                                 | 13.00%                      |

### On Road Industrial

| Fuso Trucks                                                                            | 7.50%                       |
| Mac Trailers                                                                          | 8.40%                       |
| Maintainer (Service Bodies)                                                            | 6.00%                       |
| Murray Trailers (Heavy Haul)                                                           | 2.00%                       |
| Trail King (Small to Heavy Haul)                                                       | 7.00%                       |
| UTB (Service Bodies)                                                                   | 8.40%                       |
| Fleming Trailers                                                                       | 8.40%                       |

### Technology

| Spectra Precision (Survey Instruments)                                                 | 12.00%                      |
| Trimble (2D and 3D Grading Systems)                                                     | 12.00%                      |
| Accugrade (Caterpillar Grade Control)                                                   | 12.00%                      |
| Seco (Surveying and Site Prep)                                                          | 12.00%                      |
| Laserline (Laser Controls)                                                              | 12.00%                      |
| Apache (Grade Control, GPS and Lasers)                                                  | 12.00%                      |
| Level Best (Laser Grading Box)                                                          | 10.00%                      |

### Unlisted and Future Allied Suppliers

All unnamed supplies will have a minimum of 40% off the Standard Dealer Discount from the Manufacturer's List Price

**Example:**
- Unnamed Manufacturer Dealer Discount Off List: 10%
- 40% Off the Standard Dealer Discount: 4%
- Minimum Discount Offered under RFP #161534: 4%

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Caterpillar and Empire Machinery Response to
City of Tucson RFP #161534
### Dealer Related Parts, Service, Rentals and Accessories

<table>
<thead>
<tr>
<th>Dealer Related Parts, Service, Rentals, and Accessories</th>
<th>Minimum List/Card Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Rate Discount</td>
<td>15%</td>
</tr>
<tr>
<td>Used Machines Purchase Discount</td>
<td>20%</td>
</tr>
<tr>
<td>GET (Ground Engaging Tools) Discount</td>
<td>25%</td>
</tr>
<tr>
<td>Filter Discount</td>
<td>20%</td>
</tr>
<tr>
<td>Fluid Discount with TM&amp;R (Total Maintenance &amp; Repair)</td>
<td>14%</td>
</tr>
<tr>
<td>Undercarriage Discount</td>
<td>15%</td>
</tr>
<tr>
<td>Power Systems Rental Rate</td>
<td>15%</td>
</tr>
<tr>
<td>Power Systems Used Purchase Discount</td>
<td>20%</td>
</tr>
<tr>
<td>Used Work Tools</td>
<td>14%</td>
</tr>
</tbody>
</table>
6. RFP# 161534
CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 161534
PROPOSAL DUE DATE: October 27, 2016 AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: October 4, 2016
TIME: 10:00 A.M. LOCAL AZ TIME
LOCATION: City Hall, 1ST Floor Conference Room
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: Jeffrey Whiting
TELEPHONE NUMBER: (520) 837-4123
Jeffrey.Whiting@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at:
http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****ALERT****

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/Ir

PUBLISH DATE: September 27, 2016
INTRODUCTION

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA’s cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City anticipates spending approximately $8.5 million for Heavy Equipment over the full potential Master Agreement term (5 years). For Fiscal Year 17, the City anticipates purchasing an articulating haul truck and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Heavy Equipment purchased under the Master Agreement through National IPA is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.
TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Finish Date of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Published</td>
<td>September 27, 2016</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>October 4, 2016</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>October 27, 2016</td>
</tr>
<tr>
<td>Anticipated Vendor Interview / Demonstration</td>
<td>November 28 – December 2, 2016</td>
</tr>
<tr>
<td>Anticipated Final negotiation completed</td>
<td>December 19, 2016</td>
</tr>
<tr>
<td>Contract award &amp; issuance of purchase order</td>
<td>January 9, 2017</td>
</tr>
</tbody>
</table>
SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the heavy equipment industry.
   b. Have a distribution model capable of delivering heavy equipment nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program
detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to
meet the demands of the City and all agencies that opt to participate in the cooperative
purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the
agency ordering equipment and National IPA with MONTHLY progress reports confirming status of
delivery dates as agreed upon. These reports shall include, but not be limited to, the following:
   a. Copy of Contractor’s order to the factory.
   b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment
from factory.
   c. Factory generated computer status reports.
   d. Notification to the City of any changes in production or shipping dates.
   e. Any special information the Contractor shall have that would affect the timely delivery of the
vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to
an Internet based on-line order tracking system. Any on-line system provided must provide the
information required above. The Contractor must provide all access codes necessary to view this
information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of
the completed vehicles to the City:
   a. Invoice
   b. Warranty document
   c. Level 1 Inspection
   d. Required manuals
   e. RD108-Title

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase
order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to
3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services
Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and
quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in
arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject
to a complete inspection by the General Services Department/Fleet Services Division staff prior to
acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications,
mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the
Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

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

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

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor’s liability as stated herein.

Total Maintenance and Repair (TMR’s) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City’s Price Service Center and the Contractor’s service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

**Additional Requirement for City of Tucson Landfill:** A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency’s representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.
B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to, the following:

   **Landfill Equipment:**
   - Landfill Dozers
   - Landfill Compactors
   - Landfill Scraper

   **Material Handling**
   - Fork Lift
   - Crane / Wheeled
   - Crane / Track

   **Construction Equipment**
   - Air Compressor
   - Articulated Dump Truck
   - Asphalt Cold Planer
   - Asphalt Rotary Mixer
   - Bucket Truck
   - Cement Mixer
   - Chip Spreader
   - Crack Sealer
   - Dozers / Tracked
   - Dozers / Wheeled
   - Dump Trucks
   - Excavators / Tracked
   - Excavators / Wheeled
   - Ice Resurfacer
   - Loaders / Backhoe / Wheeled
   - Loaders / Tracked
   - Loaders / Wheeled
   - Motor Graders
   - Patcher Truck
   - Paver / Tracked
   - Paver / Wheeled
   - Rollers / Drum / Vibrate
   - Rollers / wheeled / Pneumatic
   - Rollers / Drum / Wheeled
   - Scrapers
   - Skid Steer Loaders
   - Soil Compactors
   - Sweeper / Scrubber
   - Sweeper / Street
   - Sweeper / walkway
   - Telehandlers
   - Trailer / Tilt
   - Trailer / Flatbed
   - Trailer / Drop Neck
   - Trailer / Utility
   - Trencher
   - Water Truck
   - Water Wagon
2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

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

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

   a. Repair Services: The ability to provide repair services through authorized manufacturer’s facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

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

   For landfill equipment, if the City has purchased the maintenance services from the manufacturer’s dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

   c. Warranties: The ability to provide a full range of extended warranties.

   d. Lease/Financing Options: The ability to provide financing options. Identify direct or third party financing or both.

   e. Trade-In or Buyback Options: The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

   f. Rental: The ability to rent heavy equipment through the manufacturer or dealer.

   g. Incorporation of New Business Enterprises: The ability to incorporate certain business enterprises (as requested by the City or Participating Agencies) into your distribution, and sales channels.

   h. Green/Sustainability Program:
      1. Policies: Efforts and policies pertaining to green and sustainability.
      4. Certifications: The industry recognized certifications and standards obtained.

   i. Training & Education: The ability to provide on-site and/or online training and educational programs/seminars.

   j. Customer Support Services: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

   k. Other Services/Options: Other value-add services not included in above categories.
INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor’s offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor’s performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City’s sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City’s position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror.
There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
   E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
   F. Periods of time, stated as a number of days, shall be in calendar days.
   G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
   H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
   I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

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

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

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

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

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

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover
letter accompanying the submittal documents, Offeror certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Offeror shall not discriminate against any employee or applicant for employment in violation of
   Federal or State law.
   C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic
   opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a
   public servant in connection with the submitted offer.
   D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the
   Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its
proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact
date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be
submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL
TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR’S
NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an
offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due
date and time.

17. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an
offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror
or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of
eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify
an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible
offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed
contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations
and there shall be no disclosure of any information derived from proposals submitted by competing
offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any
property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City’s Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

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

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
   (1) waive any immaterial defect or informality; or
   (2) reject any or all proposals, or portions thereof; or
   (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

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

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
   A. The name, address, and telephone number of the protestant;
   B. The signature of the protestant or its representative;
   C. Identification of the Request for Proposal or Contract number;
   D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
   E. The form of relief requested.
PROPOSAL EVALUATION REQUIREMENTS

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

   A. Method of Approach

   B. Price Proposal

   C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

   A. Method of Approach

      1) National Program

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

      2) Distribution Network

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

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

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

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

      3) Product

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

             1. Identification and description of equipment categories offered.

             2. Identification and description of sub categories.

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

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

             5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.
6. Do you offer color choices for each product listed?

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:
   1. types of warranties available (by category or equipment)
   2. description of your warranty claims procedures.
   3. description of your policy addressing warranty issues related to:
      i. Major Component Failures
      ii. Engineering Deficiencies
      iii. Describe your firm’s standard response time to address warranty failure issues.

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

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

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

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

4) Service

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

1. Provide detailed information explaining your service capabilities.

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

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

4. Describe your training programs, addressing, at a minimum, the following:
   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a “train the trainer” program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?
5) Ordering and Invoices
   a. Describe your order process.

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

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

   d. What is your standard equipment delivery timeframes?

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

   f. Identify and describe any exceptions or challenges.

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


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

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

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

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

6) Other
   a. Describe any government rebate programs applicable.

B. Price Proposal

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

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

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

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

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

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

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

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

8) Will payment be accepted via commercial credit card? ________Yes_______No
   a. If yes, can commercial payment(s) be made online? ________Yes_______No
   b. Will a third party be processing the commercial credit card payment(s)? ________Yes_______No
   c. If yes, indicate the flat fee per transaction $__________(as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If “no” to above, will consideration be given to accept the card? ________Yes_______No

9) Does your firm have a City of Tucson Business License? ________Yes_______No
   a. If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

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

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

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

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

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

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

III. GENERAL

A. Shortlist:
The City reserves the right to shortlist the offerors based on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:
The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:
The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:
Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:
To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.
SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

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

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

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

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

   C. Provide and maintain minimum insurance limits as applicable.

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<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Commercial General Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate (including Per Project)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Blanket Contractual Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>II. Commercial Automobile Liability</strong></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
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</table>
III. Workers' Compensation (applicable to the State of Arizona)¹

<table>
<thead>
<tr>
<th>Per Occurrence</th>
<th>Statutory</th>
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<tbody>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
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IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III

| Garage Liability                        | $1,000,000 |
| Garage Keeper's Liability – Direct Primary Coverage | | |
| Each Auto                                | $ 500,000  |
| Each Occurrence                          | $1,000,000 |

¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS § 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

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

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

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

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

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

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

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

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

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

10. **COORDINATE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See [http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf](http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf) for a listing of participating agencies. The parties agree that these lists are subject to change.
Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies’ usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City’s request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.
STANDARD TERMS AND CONDITIONS

1. ADVERTISING: Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

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

3. AMERICANS WITH DISABILITIES ACT: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. APPLICABLE LAW: This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. CHILD/SWEAT-FREE LABOR POLICY: The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. CLEAN UP: The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. COMMENCEMENT OF WORK: The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. CONTRACT AMENDMENTS: The Procurement Department has the sole authority to:
   A. Amend the contract or enter into supplemental verbal or written agreements;
   B. Grant time extensions or contract renewals;
   C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.


15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

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

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor’s employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker’s Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor’s employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor’s risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City’s request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

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

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.
The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

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

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat the failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lacing shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

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

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 36-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.
The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

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

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

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

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

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

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

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

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
OFFER AND ACCEPTANCE

OFFER

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

For clarification of this offer, contact:

Name: ____________________________
Title: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

Company Name
_______________________________

Address
______________________________

City State Zip ____________________________

Signature of Person Authorized to Sign
______________________________

Printed Name
______________________________

Title
______________________________

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form this_______day of_______, 2016.

Awarded this_______day of___________, 2016.

As Tucson City Attorney and not personally

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

ATTACHMENT A: National IPA Exhibits
Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

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

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT
1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:
A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:
A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies 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 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume
The dollar volume purchased under the Master Agreement is estimated to be approximately $25,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Requirements for National Cooperative Contract
1.4 Award Basis
The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program
This RFP is intended to achieve the following objectives regarding availability through National IPA’s cooperative program:
A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS
As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment
Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is Supplier’s primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and Requirements for National Cooperative Contract
2.3 Pricing Commitment
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.4 Sales Commitment
Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

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

3.2 Company
A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.3 Distribution, Logistics
A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.
3.4 Marketing and Sales

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

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing 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 Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      • National IPA standard logo;
      • Copy of original Request for Proposal;
      • Copy of contract and amendments between Principal Procurement Agency and Supplier;
      • Summary of Products and pricing;
      • Marketing Materials
      • Electronic link to National IPA’s website including the online registration page;
      • A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A - NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT  
national) your company holds and describe how the Master Agreement will be  
positioned among the other cooperative agreements.

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

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

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

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

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

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

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

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

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

M. Provide the Contract Sales (as defined in Section 10 of the National  
Intergovernmental Purchasing Alliance Company Administration Agreement)  
that your company will guarantee each year under the Master Agreement for the  
initial three years of the Master Agreement ("Guaranteed Contract Sales").
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

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

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

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

Detail your strategies under these options when responding to a solicitation.
This ADMINISTRATION AGREEMENT (the "Agreement") is made this __ day of __, 20__, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and (herein "Supplier").

RECITALS

WHEREAS, the ___________________________ (herein "Principal Procurement Agency") has entered into a Master Agreement effective ________________, Agreement No. ________, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of ___________________________ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.
2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier’s response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier’s obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

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

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier’s failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Requirements for National Cooperative Contract

16. | 03/12/2019 | Public Works | Trail King Model #TK110SA Sliding Axle trailer - Empire Southwest LLC 3/12/2019 Page 220 of 234
National IPA’s sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo (“Logo”) and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party’s Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party’s Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party’s Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

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

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA’s sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Requirements for National Cooperative Contract
Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA’s reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA’s costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA’s rights and obligations hereunder may be assigned at National IPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA’s obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

Requirements for National Cooperative Contract
18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

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

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown

Name

Chief Operating Officer

Title

Date

Requirements for National Cooperative Contract
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company (“National IPA”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the “National IPA Parties”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agency agrees that the National IPA Parties may provide access to group purchasing organization (“GPO”) agreements directly or Requirements for National Cooperative Contract
indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.

6. That the Participating Public Agencies (each a “Procuring Party”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “GPO Contract”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “Supplier”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as__________ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

____________________________________________________
Signature

____________________________________________________
Name

____________________________________________________
Title

____________________________________________________
Date
<table>
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<tr>
<th>Participating Agency Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Participating Agency # (Assigned by National IPA and provided to Supplier)</th>
<th>Transaction Date (Date of Sale)</th>
<th>Contract Sales for Month ($)</th>
<th>Admin Fee %</th>
<th>Admin Fee $</th>
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Report Totals
Cumulative Contract Sales

Requirements for National Cooperative Contract
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

<table>
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<th>Nationwide:</th>
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<tr>
<td>State of Alabama*</td>
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<tr>
<td>State of Arkansas</td>
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<td>State of California</td>
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<td>State of Delaware</td>
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<td>State of Georgia</td>
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<td>District of Columbia</td>
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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](http://www.usa.gov/Agencies/State_and_Territories.shtml) and [https://www.usa.gov/local-governments](https://www.usa.gov/local-governments).

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

- 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 SHELVEPORT, LA
- CITY OF SILVERTON, OR
- CITY OF SPRINGFIELD, OR
- CITY OF ST. HELENS, OR
- CITY OF ST. PAUL, OR
- CITY OF SULPHUR, LA
- CITY OF TIGARD, OR
- CITY OF TROUTDALE, OR

Requirements for National Cooperative Contract

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Requirements for National Cooperative Contract
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONTROSE, 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
PARKERVILLE, 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
SANTANAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SOFIELD, 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 TAYLORVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTO, UT
TROPIC, UT
UNITAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLSBORO, 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
CADDYO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

Requirements for National Cooperative Contract
Requirements for National Cooperative Contract
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALLATIN HILLS PARK & RECREATION DISTRICT
TUALLATIN VALLEY FIRE & RESCUE
TUALLATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDIO 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
DESHUTES 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 71
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549c
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINE SCHOOL DISTRICT 4J
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESSTUCCA 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 SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
REMOND 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 453J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERRERBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MIDDLE SCHOOL
WEST LINC WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

Requirements for National Cooperative Contract
Requirements for National Cooperative Contract

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
BELIEVE 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 HOLLOWS 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
GUADALUFE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTERNATIONAL 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 MARSER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERT 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 ACADEMY 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
ODEGREN PREPARATORY ACADEMY, UT
ODEGREN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
QUIRRIRI MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
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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
TINGIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UINTAH CONNECTIONS ACADEMY, UT
 UINTAH COUNTY ACADEMY OF SCIENCE, UT
 UINTAH ELECTRONIC HIGH SCHOOL, UT
 UINTAH 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
 WEILENMAANN SCHOOL OF DISCOVERY, UT
STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTHCARE 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
SANITARIUM 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

Requirements for National Cooperative Contract
DATE: March 6, 2019
TO: Honorable Chair and Members of the Board
FROM: Michael Oxtoby, Interim Chief Health Officer
SUBJECT: Approve ADHS16-106171, Amendment #2 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2018 to September 30, 2020, in the amount of $353,411, to provide nutrition and physical activity education services.

RECOMMENDED MOTION:

Approve ADHS16-106171, Amendment #2 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2018 to September 30, 2020, in the amount of $353,411, to provide nutrition and physical activity education services.

BACKGROUND:

The Arizona Health Zone (AZHZ) program provides nutrition education to Coconino County Supplemental Nutrition Assistance Program (SNAP) participants to improve healthy lifestyle choices.

For FY19/20, staff will focus on three areas:

1) Assist eligible schools to align current local school wellness policy with updated U.S. Department of Agriculture requirements that went into effect the 2017-2018 school year. The work includes updating nutrition standards, guidelines for nutrition and physical education, recess, marketing of unhealthy foods and beverages, and other school nutrition and physical activity practices within the school wellness policy.

2) Provide consultation and education to eligible convenience/grocery stores to gain participation in the Healthy Store Initiative program. AZHZ staff will provide nutrition education and resources to store owners and staff to implement healthier retail options, including food demonstrations for SNAP (Food Stamp) participants to increase purchasing appeal and access to fruits and vegetables, whole grains, and low-fat/fat-free milk.
3) Continue to provide evidence-based education on healthy eating and active living to students in the classroom setting at qualifying preschools and grade schools throughout the county. Additionally, AZHZ will promote “International Walk to School Day” and offer other resources to school administration and staff to increase physical activity throughout the school day.

ALTERNATIVES:

The Board could choose not to approve the contract amendment; however, obesity is one of the leading causes of preventable health conditions, and there are few available health promotion programs available to address the issue.

FISCAL IMPACT:

This is a recurring expense, and the contracted amount is budgeted in cost center 1283-31-3106-4821.

ATTACHMENTS:

1 - Staff Report
2 - ADHS16-106171 AMENDMENT #2
Effective December 27, 2018, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4) Grant Amendment, the Grant is hereby amended as follows:

1.1. Provision Fifteen (15) Subcontracts is revised to read as follows:

Subcontracts. The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager. The Grantee shall clearly list any proposed subgrantee(s) and the subgrantee(s) proposed responsibilities. The subcontract entered into with the subgrantee(s) shall incorporate by reference the Terms and Conditions of this Grant.

1.2. Add Provision Twenty Eight (28) Civil Rights Assurance Statement to read as follows:

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this ______________ day of ______________, 20___ at Phoenix, Arizona.

Signature and Date

Authorized Signatory’s Name and Title

COCONINO COUNTY

Contractor’s Name

Procurement Officer Signature
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Approve the NAU Sub-Recipient Commitment Form between the Northern Arizona University Center for Health Equity Research (CHER) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $10,000, for the period January 1, 2019 to June 30, 2019, to provide a workshop on The Interface of Public Health and Criminal Justice: the Human Impact.

RECOMMENDED MOTION:

Approve the NAU Sub-Recipient Commitment Form between the Northern Arizona University Center for Health Equity Research (CHER) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $10,000, for the period January 1, 2019 to June 30, 2019, to provide a workshop on The Interface of Public Health and Criminal Justice: the Human Impact.

BACKGROUND:

For the last two years, NAU CHER has awarded CCPHSD resources to co-sponsor workshops addressing various aspects of public health. In May 2018, the workshop was entitled, The Social Determinants of Public Health.

For FY19, the proposed workshop is entitled, The Interface of Criminal Justice and Public Health: the Human Impact. The proposed 6 to 7-hour workshop will be conducted in Flagstaff and comprised of individual presentations delivered by individuals recognized locally, statewide, and/or nationally as experts in the topic, and a policy panel discussion. The workshop will be free to participants.

CCPHSD estimates up to 100 persons attending this workshop

ALTERNATIVES:

If this Commitment Form were not approved, CCHPHSD would be unable to host the workshop.
FISCAL IMPACT:

The proposed budget requires the establishment of new sub-division in Munis (1298.31.3101.xxxx.0000). The estimated budget is $10,000. The source of this award is the Arizona Biomedical Research Commission (ABRC).

ATTACHMENTS:

1 - Staff Report
2 - SUBRECIPIENT COMMITMENT FORM
3 - FY19 BUDGET ADJUSTMENT
# NAU SUBRECIPIENT COMMITMENT FORM

Any organization planning to enter into a subrecipient relationship with Northern Arizona University (NAU) must complete this form at the proposal stage. Please email the completed form and required proposal documents to the NAU PI and the Office of Sponsored Projects (OSP) contact listed below.

## SECTION A. NAU Information to be completed by NAU PI.

<table>
<thead>
<tr>
<th>Prime Sponsor: AZ Dept of Health Services</th>
<th>Solicitation #: n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAU Principal Investigator (PI):</td>
<td>PI Phone: 928-523-4521</td>
</tr>
<tr>
<td>Robert Trotter and Julie Baldwin</td>
<td>PI Email: <a href="mailto:Julie.Baldwin@nau.edu">Julie.Baldwin@nau.edu</a></td>
</tr>
<tr>
<td>OSP Contact:</td>
<td>Phone: 925-523-4521</td>
</tr>
<tr>
<td>Heather Byers</td>
<td>Email: <a href="mailto:Heather.Byers@nau.edu">Heather.Byers@nau.edu</a></td>
</tr>
</tbody>
</table>

## SECTION B. Subrecipient Information

<table>
<thead>
<tr>
<th>Subrecipient Legal Name:  </th>
<th>Subrecipient Principal Investigator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino County Public Health Services District</td>
<td>Michael Oxtoby, Interim Chief Health Officer</td>
</tr>
<tr>
<td>Address: 2625 N. King Street Flagstaff, AZ 86004</td>
<td>Address: 2625 N. King Street</td>
</tr>
<tr>
<td>DUNS: 10036613-0000</td>
<td>Email: <a href="mailto:moxtoby@coconino.az.gov">moxtoby@coconino.az.gov</a></td>
</tr>
<tr>
<td>EIN: 86-60000441</td>
<td>Phone: 928-679-7241</td>
</tr>
<tr>
<td>Administrative Contact Name:</td>
<td>Email: <a href="mailto:moxtoby@coconino.az.gov">moxtoby@coconino.az.gov</a></td>
</tr>
<tr>
<td>(responsible for subaward processing)</td>
<td>Phone: 928-679-7241</td>
</tr>
<tr>
<td>Michael Oxtoby</td>
<td></td>
</tr>
<tr>
<td>Address: CPPHS</td>
<td></td>
</tr>
<tr>
<td>2625 N. King Street, Flagstaff, AZ 86004</td>
<td></td>
</tr>
</tbody>
</table>

☐ Yes ☐ No Is the subrecipient organization, its Principal Investigator, officials, or any other employee or student participating in this project presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any federal department or agency?

☐ Yes ☐ No Subrecipient is currently registered in System for Award Management (SAM) and will keep registration current throughout the life of the award.

If "No" and Federal Funding: Organizations that have not registered with SAM will need to obtain a DUNS number first and then access the SAM online registration through SAM home page at [https://www.sam.gov/portal/SAM/#1](https://www.sam.gov/portal/SAM/#1). Subrecipient must maintain their current information in SAM. No subaward will be issued until SAM registration is complete.

Revised 04/26/2018
### SECTION C. Required Documents

The following documents are included in subrecipient subaward proposal submission and covered by certifications in SECTION D.

- **STATEMENT OF WORK** (REQUIRED – Please attach to this form with submission) Includes work to be performed, project description, PI, period of performance, reports, deliverables, milestones.

- **DETAILED BUDGET and BUDGET JUSTIFICATION** (REQUIRED – Please attach to this form with submission) Includes budget for entire length of project and broken down by budget period; and budget justification with reasonable level of detail.

### SECTION D. Certifications

1. **Facilities and Administrative Rates** included in this proposal have been calculated based on (check as applicable):

   - □ Our federally-negotiated F&A rate for this type of work is **N/A** (Enter F&A rate)
     
     (If this box is checked, attached a copy of your F&A rate agreement or provide a link to the agreement below)

     URL: __________________

   - □ My organization has used the Sponsor's published limited F&A cap.

   - □ My organization is not requesting any F&A

   - □ My organization does not have a federally negotiated F&A rate and is requesting an F&A rate of __________

     **IMPORTANT:** If your organization is receiving funding under a federal award and you do not have a federally negotiated F&A rate, your organization can only include a maximum rate of 10% on Modified Total Direct Costs.

2. **Conflict of interest** (applicable to PHS funded sponsors or those that have adopted the federal financial disclosure requirements as defined in 42 CFR part 50 Subpart F and 42 CFR part 94)

   - □ Not applicable because this project is not being funded by PHS (NIH, CDC, AHRQ, etc.), or any other sponsor that has adopted the federal financial disclosure requirements

   - □ Subrecipient is registered in the FDP Clearinghouse indicating compliance with the provision of 42 CFR part 50, Subpart F “Responsibility of Applicants for Promoting Objectivity in Research and 42 CFR part 94

   - □ Subrecipient is not registered in the FDP Clearinghouse, but certifies that it has an active and enforced Conflict of Interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F “Responsibility of Applicants for Promoting Objectivity in Research” and 45 CFR Part 94 “Responsible Prospective Contractors.”
     - Register policy on FDP website OR
     - Provide to NAU a copy of the policy for NAU’s review

   - □ Subrecipient does not have an active and/or enforced Conflict of Interest policy, but will have a PHS compliant policy in place and published at the time of award. (A sample Conflict of Interest policy can be found at: [http://sites.nationalacademies.org/PGA/fdp/PGA_061001](http://sites.nationalacademies.org/PGA/fdp/PGA_061001))

   - □ Subrecipient does not have an active and/or enforced Conflict of Interest policy and agrees to adopt NAU’s policy. NAU’s COISP policy can be found at: [https://nau.edu/Research/Sponsored-Projects/Resources/Policies-and-Procedures/](https://nau.edu/Research/Sponsored-Projects/Resources/Policies-and-Procedures/)
### SECTION E. Project-Specific Requirements

1. **Human Subjects:**
   - [ ] Yes  [ ] No
   - If Yes: Copies of the Institutional Review Board (IRB) or Ethics Committee approval and approved "Informed Consent" form must be provided before any subaward will be issued. If pending, obtain approval as required and forward these documents to NAU’s Principal Investigator as soon as available.

   - [ ] Yes  [ ] No
   - If Yes and NIH funding is involved: Have all key personnel involved completed Human Subjects Training?

   Note: All key personnel engaged in human subject research must take the NIH human subjects training or human subjects research training (http://grants.nih.gov/grants/policy/hs_edu_faq.htm)

2. **Animal Subjects:**
   - [ ] Yes  [ ] No
   - If Yes: A copy of the IACUC Committee approval must be provided before any subaward will be issued. If pending, obtain approval as required and forward these documents to NAU’s PI as soon as available.

### SECTION F. Audit (A-133)

1. **Single Audit Report Link:**
   - [ ] We have completed our A-133 Single Audit for fiscal year ending
   - [ ] Our A-133 Single Audit for fiscal year ending
     - Is not anticipated to be complete until
     - Within thirty days of completion, we will amend and resubmit this certification with any required documentation.
   - [ ] We are not subject to the provisions of OMB Circular A-133 because our organization:
     - [ ] Expends less than $750,000 in federal awards annually
     - [ ] Is a non-U.S. entity
     - [ ] Is a for-profit entity
   - [ ] Other:

### SUBRECIPIENT AUTHORIZED APPROVER:  THIS SECTION MUST BE COMPLETED

The information, certifications, and representations above have been read, signed, and made by an authorized official of the subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies.

Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the subrecipient’s own risk.

03/12/2019

(Signature of Subrecipient’s Authorized Official)

Art Babbott, Chair, CCPFSD Board of Directors

(Date or print name and title of Authorized Official)

Phone: 928-679-7151  Email: atabbott@coconino.az.gov

Revised 04/26/2018
## NAU ABRC-CCPHSD Spring 2019 Workshop

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DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Approve Contract No. ADHS CTR041629 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $25,000 for the period February 1, 2019 to September 31, 2019 to provide Childhood Lead Poisoning Prevention Services in Coconino County.

RECOMMENDED MOTION:

Approve Contract No. ADHS CTR041629 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) and a corresponding FY19 Budget Amendment in the amount of $25,000 for the period of February 1, 2019 to September 31, 2019 to provide Childhood Lead Poisoning Prevention Services in Coconino County.

BACKGROUND:

The Arizona Department of Health Services (ADHS) recommends that all children in Arizona be evaluated for lead poisoning at 12 and 24 months. The 2016 Arizona Blood Lead Surveillance Annual Report determined that only 8.1% of children living in high-risk zip codes in Coconino County had a blood lead test at 12 months, 6.3% of children had a blood lead test at 24 months, and 0.5% of children received both blood lead tests at 12 and 24 months. These rates are well below the statewide lead testing rates of 24.2% at 12 months, 14.8% at 24 months, and 6.0% at both 12 and 24 months. Flagstaff (86004, 86001, 86005) and Page (86040) accounted for the 2018 high-risk zip codes within Coconino County. A major risk factor for lead poisoning is lead-based paint in older homes; the 2000 census reported that nearly 45% of homes in Coconino County were built prior to 1979.

Coconino County Public Health Services District received a new contract with ADHS to provide Childhood Lead Poisoning Prevention Services. This initiative would support building capacity to implement lead poisoning prevention activities with the goal of increasing blood lead testing of children living in high-risk areas through collaboration, education, and outreach.

This contract would support educational outreach materials as well as the Epidemiology team personnel costs, which are currently fully paid out of District funds.
ALTERNATIVES:

The Board can opt not to approve this IGA, which would result in a lack of technical assistance from ADHS and the inability to complete the project deliverables, which are to assess blood lead levels in a selected high-risk zip code and deliver subsequent healthcare provider and community education on the importance of testing.

FISCAL IMPACT:

Approving this contract will allow initiation of the above stated services. This cost-reimbursement contract funds one part-time Data Analyst to assist with providing Childhood Lead Poisoning Prevention services. The new budget cost center of 1309.31.XXXX.XXXX.XXXX has been requested in Munis. The maximum amount available to be rendered for services is $25,000.

ATTACHMENTS:

1 - Staff Report
2 - IGA
3 - FUNDING CHART
INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR041629

Project Title: Childhood Lead Poisoning Prevention Services  
**Begin Date:** February 1st, 2019  
**Termination Date:** January 31st, 2024

Geographic Service Area: **STATE OF ARIZONA**

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- **X** Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

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FOR CLARIFICATION, CONTACT:

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This Contract shall henceforth be referred to as Contract No. CTR041629. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona  
Signed this_______ day of____________, 201_

Procurement Officer

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CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Print Name and Title

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CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor’s Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Print Name and Title

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Attorney General Contract, No. CTR041629, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature Date

Assistant Attorney General:

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 “**Attachment**” means any document attached to the Contract and incorporated into the Contract.

1.2 “**ADHS**” means Arizona Department of Health Services.

1.3 “**Budget Term**” means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 “**Change Order**” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 “**Contract**” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 “**Contract Amendment**” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 “**Contractor**” means any person who has a Contract with the Arizona Department of Health Services.

1.8 “**Cost Reimbursement**” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 “**Days**” means calendar days unless otherwise specified.

1.10 “**Fixed Price**” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 “**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.

1.12 “**Materials**” unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 “**Procurement Officer**” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 “**Purchase Order**” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 “**Services**” means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 “**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 this Contract.

1.17 “**State**” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.
2. **Contract Type.**

This Contract shall be:

- [X] Fixed Price

3. **Contract Interpretation.**

3.1. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. **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.

3.3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

   3.3.1. Terms and Conditions;
   
   3.3.2. Statement or Scope of Work;
   
   3.3.3. Attachments; and
   
   3.3.4. Referenced Documents.

3.4. **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.

3.5. **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.

3.6. **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.

3.7. **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.

3.8. **Headings.** Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1. **Term.** As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. **Contract Renewal.** This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
4.3. **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. **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.

4.5. **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. **Federal Funding.** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. **State Funding.** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. **Property of the State.**

4.10.1. **Equipment.** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. **Title and Rights to Materials.** As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,
results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, “Material” means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. “Material” as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor’s involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor’s right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor’s own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, “monetary compensation” does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
4.11. **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.

4.12. **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 State 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 State determine that the Contractor and/or any subcontractors be found noncompliant, the State 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.

5. **Costs and Payments**

5.1. **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 Contractor’s Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. **Recoupment of Contract Payments.**

5.2.1. **Unearned Advanced Funds.** Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. **Contracted Services.** In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. **Refunds.** Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. **Unacceptable Expenditures.** The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. **Unit Costs/Rates or Fees.** Unit costs/ rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
5.4. **Applicable Taxes.**

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona 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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The 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 require all subcontractors to hold the State 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.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. **Availability of Funds for the Next Fiscal Year.** Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. **Availability of Funds for the Current Contract Term.** Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. **Contract Changes**

6.1. **Amendments, Purchase Orders and Change Orders.** 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. **Subcontracts.** The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. **Assignments 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 State shall not unreasonably withhold approval.
7. **Risk and Liability**

7.1. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2. **Mutual Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. **Force Majeure.**

7.3.1. **Liability and Definition.** 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. **Exclusions.** Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. 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

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. **Notice.** 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. **Default.** 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.

7.4. **Third Party Antitrust Violations.** The Contractor assigns to the State 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 for or toward the fulfillment of this Contract.
8. Description of Materials

The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;
8.2.2. Fit for the intended purposes for which the Materials are used;
8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
8.2.4. Adequately contained, packaged and marked as the Contract may require; and
8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. 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.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. Contractor’s Representations. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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 State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State’s Contractual Remedies

9.1. Right to Assurance. If the State, 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 State’s option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. Terms. The State 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
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.

9.2.2. **Cancellation or Expiration.** 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.

9.3. **Non-exclusive Remedies.** The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor’s non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State 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 State 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.

10.2. **Gratuites.** The State may, by written notice, terminate this Contract, in whole or in part, if the State 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 State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, 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.

10.3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4. **Termination Without Cause.**

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days’ notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor’s failure to complete the Contract.
10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. **Mutual Termination.** This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. **Termination for Default.** The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. **Continuation of Performance Through Termination.** Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. **Disposition of Property.** Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1. **Program Report.** When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. **Information and Coordination.** The State will provide information to the Contractor pertaining to activities that affect the Contractor’s delivery of services, and the Contractor shall be responsible for coordinating their activities with the State’s in such a manner as not to conflict or unnecessarily duplicate the State’s activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. **Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. **Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. **Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or
subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.


If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.
1. Definitions

1.1. “Elevated blood lead level (EBLL)”: A single blood lead test (capillary or venous) at or above (≥) the reference range value of 5 µg/dL.

1.2. “Child”: Less than (<16) years of age

1.3. “Confirmed case”: A child <16 years of age with one or more venous blood lead tests ≥5 µg/dL, or two (2) capillary blood specimens ≥5 µg/dL drawn at least one (1) day apart and within twelve (12) weeks/eighty-four (84) days of each other.

2. Background

2.1. Lead is a naturally occurring heavy metal, but most high levels in the environment that people are exposed to come from human activities. When ingested or inhaled, lead is highly toxic and exerts irreversible effects on nearly every organ system. Children under the age of six (6) years are especially at risk because they are still developing, have a tendency to put objects and their hands in their mouth, and absorb lead easily. Children can experience lifelong learning, behavioral and developmental problems. While lead poisoning is one hundred percent (100%) preventable, there was still an average of four hundred (400) unique children identified with EBLLs above the Centers for Disease Control and Prevention (CDC) reference value of 5µg/dL per year between 2011 and 2016 in Arizona.

2.2. The Arizona Department of Health Services (ADHS) has identified areas across the state that are considered higher-risk for lead poisoning and led to the implementation of a targeted screening approach. In addition to lead-based paint hazards, other risk factors include living in proximity to the Mexico-Arizona border, recent immigration, refugee status, use of ceramic pottery, Mexican candy, traditional spices, folk medicines, and parental hobbies and occupations. ADHS revised the list of high-risk areas in 2018, and includes twenty-two (22) census tracts within Coconino County. There is an estimated 7,446 children less than six (6) years of age identified as living in high-risk areas in Coconino County (2018 Claritas population estimates).

3. Objective

Funds provided by the Childhood Lead Poisoning Prevention Program are to support the Coconino County Public Health Services District (CCPHSD) in building capacity to implement lead poisoning prevention activities with the goal of increasing blood lead testing of children living in high-risk areas and reporting of test results to ADHS.

4. Scope of Service

The CCPHSD shall:

4.1. Collaborate with ADHS Childhood Lead Poisoning Prevention Program (CLPPP) to select a localized high-risk community for assessment of blood lead levels and describe the local community demographics;

4.2. Build and maintain relationships with local partners and health care providers to ensure testing of high-risk children and linking lead-exposed children to resources within the community;

4.3. Educate the public, health care providers, and community stakeholders on lead poisoning prevention;

4.4. Collaborate with ADHS CLPPP to hold a regional training for partners and health care providers on lead poisoning prevention and testing recommendations; and

4.5. Collaborate with ADHS CLPPP to address any identified local lead poisoning challenges.
5. **Tasks**

The CCPHSD shall:

5.1. Meet with ADHS CLPPP at the start of the project to discuss contract projects and deliverables and on a bi-monthly or as needed basis via conference call to provide feedback on any barriers to designated activities;

5.2. Develop a summary of the localized community selected for assessment and outreach. The summary may include estimates of the population of children less than six (<6) years of age, estimates of the proportion of children less than six (<6) years of age on Medicaid, the proportion of housing built prior to 1950, blood lead testing rates or proportions, proportion of children less than six (<6) years of age with blood lead levels ≥ 5 μg/dL, and environmental sources of concern if known;

5.3. Develop and implement an outreach plan, including evaluation metrics, to educate local health care providers and community partners within the selected community. If time and resources permit, identify and conduct additional outreach in other high-risk areas;

5.4. Submit bi-monthly activity reports with evaluation metrics to ADHS CLPPP;

5.5. Per AACR9-4302 requirements, CCPHSD shall ensure follow-ups with providers that are discovered to not be reporting to ADHS CLPPP with results using LeadCare II devices;

5.6. Assist the ADHS CLPPP in organizing a regional training within Coconino County;

5.7. Assist the ADHS CLPPP in linking children with EBLLs to community resources;

5.8. Collaborate with ADHS to evaluate whether the outreach plan was effective in increasing blood lead testing of at-risk children; and

5.9. Submit a final evaluation report. Evaluation metrics as identified in the grant proposal that shall be reported to ADHS include, but may be expanded upon, number of health care providers receiving lead poisoning education and screening recommendations, number of local partners receiving lead education, number of materials distributed, number of outreach/training/health fair events attended, if applicable, barriers identified to screening, lead sources identified, and number of participants registered for regional training.

6. **Funding Restrictions and Requirements**

The funding for this Contract originates with a grant the ADHS received from the CDC. Correspondingly, the following are requirements ADHS has been made subject to and, as such, the Contractor shall also be subject to:

6.1. Funds may only be used for:

   6.1.1. Personnel,
   6.1.2. Travel,
   6.1.3. Supplies, and
   6.1.4. Services.

6.2. Funds **may not** be used:

   6.1.1. To supplant local health department funds,
   6.1.2. For research,
   6.1.3. For clinical care except as allowed by law,
6.1.4. To pay for blood lead testing, and
6.1.5. For furniture or equipment.

6.3. Additional Requirements (AR) that may apply are hereby incorporated by reference and may be found in their entirety at https://www.cdc.gov/grants/additionalrequirements/index.html#ar12

6.4. Should ADHS receive additional CDC funding after the initial grant's expiration, ADHS will issue a written Agreement Amendment to ACPHSD with the new Price Sheet, Delivery Schedule, and Grant Term.

7. State Provided Items

7.1. Up-to-date information on the recommendations and guidelines for diagnosis, treatment, surveillance, and prevention of childhood lead poisoning;

7.2. Consultation and technical assistance in setting priorities, establishing partnerships, and planning, conducting, and evaluating childhood lead poisoning prevention activities;

7.3. Assistance in coordinating a regional training for local health care providers and community partners; and

7.4. Technical assistance in assessing and prioritizing training and education needs and in planning, implementing, and evaluating training and education activities.

8. Deliverables and Schedule

8.1. The CCPHSD deliverables shall include:

8.1.1. In-person meeting to discuss project and deliverables within first thirty (30) days of signed Contract;

8.1.2. One (1) summary report with a description of the localized community targeted for the local assessment submitted by April 1, 2019;

8.1.3. Outreach plan within the local community including evaluation metrics and performance benchmarks by April 15, 2019;

8.1.4. Three (3) bi-monthly activity reports and the final summary and evaluation report due as described in the schedule below; and

8.1.5. Regional training hosted by September 29, 2019.

8.2. Delivery Schedule for Calendar Year 2019:

Half of the funds will be dispersed at the beginning of the contract, and the remaining funds will be dispersed upon completion of required reports.

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Time Period Covered</th>
<th>Due to ADHS By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bi-monthly Reports</td>
<td>February 1st – March 31st</td>
<td>April 30th</td>
</tr>
<tr>
<td></td>
<td>April 1st – May 31st</td>
<td>June 30th</td>
</tr>
<tr>
<td></td>
<td>June 1st – July 31st</td>
<td>August 31st</td>
</tr>
<tr>
<td>Final summary and evaluation report</td>
<td>February – September 29th</td>
<td>October 31st</td>
</tr>
</tbody>
</table>
9. Notices, Correspondence, and Reports

9.2. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
Attention: Childhood Lead Poisoning Prevention Program Manager
150 N. 18th Avenue, Suite 140
Phoenix, Arizona 85007
Phone: (602) 364-3884
Email: invoices@azdhs.gov

9.3. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Contractor: Coconino County Public Health Services District
Attention: Matthew Maurer, Epidemiologist
Address: 2625 N King St
City, State, ZIP: Flagstaff, AZ, 86004
Phone: 928-679-7332
Fax: 928-679-7351
Email: mmaurer@coconino.az.gov
## Price Sheet

Coconino County  
**February 1, 2019, to September 29, 2019**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>COST</th>
<th>Payment Date</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Summary Report of Local Community Assessed</td>
<td>$3,000</td>
<td>Upon completion of task, an invoice will be submitted.</td>
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<td>2</td>
<td>Outreach Plan</td>
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<td>Upon completion of task, an invoice will be submitted.</td>
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<td>3</td>
<td>Bi-monthly Report 1</td>
<td>$5,000</td>
<td>Upon completion of task, an invoice will be submitted.</td>
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<tr>
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<td>Bi-monthly Report 2</td>
<td>$5,000</td>
<td>Upon completion of task, an invoice will be submitted.</td>
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<tr>
<td>5</td>
<td>Bi-monthly Report 3</td>
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<td>Upon completion of task, an invoice will be submitted.</td>
</tr>
<tr>
<td>6</td>
<td>Final summary and evaluation report</td>
<td>$5,000</td>
<td>Upon completion of task, an invoice will be submitted.</td>
</tr>
<tr>
<td>Fund Number - New Subdivision to be Requested</td>
<td>Description</td>
<td>Current Approved Budget</td>
<td>Childhood Lead Poisoning Prevention Fund</td>
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<tr>
<td>-----------------------------------------------</td>
<td>--------------------------------------</td>
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<tr>
<td>1309.31.XXXX.XXXX.XXXX.519.311602.</td>
<td>Apportioned Interest</td>
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<td>1309.31.XXXX.XXXX.XXXX.464.331501.</td>
<td>Current Year Federal Grant</td>
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<td>Regular Wages</td>
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<td>Employer Medicare</td>
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<td>Employer SS</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.451021.</td>
<td>Dental Insurance</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.451022.</td>
<td>Health Insurance</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.451023.</td>
<td>Grp Term Life &amp; ADD</td>
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<td>AZ State Retirement</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.451040.</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.451042.</td>
<td>Unemployment Insurance</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.501013.</td>
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<td>1309.31.XXXX.XXXX.XXXX.662.707008.</td>
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<tr>
<td><strong>Total Revenues</strong></td>
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<td><strong>25,000</strong></td>
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<tr>
<td><strong>Total Expenditures</strong></td>
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<td><strong>25,000</strong></td>
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<tr>
<td><strong>Difference</strong></td>
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</table>
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Approve a Fee Agreement with Flagstaff Medical Center (FMC) to provide decedent transport after normal business hours from the hospital to the CCPHSD Medical Examiner’s Office for the period from April 1st, 2019 through March 31st, 2020 in the estimated annual amount of $5,000.

RECOMMENDED MOTION:

Approve a Fee Agreement with Flagstaff Medical Center (FMC) to provide decedent transport after normal business hours from the hospital to the CCPHSD Medical Examiner’s Office for the period from April 1st, 2019 through March 31st, 2020 in the estimated annual amount of $5,000.

BACKGROUND:

Prior to this contract, the CCPHSD Medical Examiner’s Office had provided decedent transport from FMC to the Medical Examiner’s Office facility for a long period of time. As the number of deaths increased which require the Medical Examiner’s service, the cost of providing this service also increased. As the calls for service occur after normal business hours, a time which is not normally staffed, and FMC does not have a facility onsite to hold decedents awaiting pickup, there were additional expenses that resulted in providing this service. Staffing requires either on-call staff to respond or contracting with a professional service company to provide this service. Other expenses to provide this service include motor pool expenses and supplies.

ALTERNATIVES:

The County could elect to not approve this contract with FMC and continue to provide the after-hours service without any reimbursement for additional expenses.

FISCAL IMPACT:

No fiscal impacts have been identified since the initial approval of this Agreement. The expenses resulting from providing decedent transport from FMC during non-normal business hours have not exceed the amount of revenue provided by the contract. The account code for this revenue is: 1276.31.3109.4761.0000.481.301056.
ATTACHMENTS:

1 - Staff Report
2 - FEE AGREEMENT
3 - AUTO, PROF AND GEN LIABILITY CERT OF INSURANCE
4 - WAIVER OF SUBROGATION ENDORSEMENT
FEE AGREEMENT (hereinafter the "Agreement") made this ___ day of __________________, 2019,

BETWEEN

FLAGSTAFF MEDICAL CENTER, an Arizona non-profit, located at 1200 North Beaver Street, Flagstaff, AZ 86001 (hereinafter the “FMC”),

AND

THE COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “CCPHSD”);

WHEREAS:

A. The CCPHSD Medical Examiner’s Office provides free body transport services for FMC during the business hours of 8:00am-5:00pm Monday through Friday, excluding holidays.

B. FMC has a need for the CCPHSD Medical Examiner’s Office to provide body transport services during non-business hours, to include weekends and the off-peak hours prior to 8am and after 5pm.

C. The CCPHSD Medical Examiner’s Office is willing to provide the after-hours and weekend transport at a flat rate per decedent.

THEREFORE, in consideration of their mutual promises set out herein, FMC and CCPHSD agree as follows:

I. Scope of Work

FMC, upon direction from the CCPHSD, shall:

• Provide Notification to the CCPHSD Medical Examiner’s Office when a decedent needs to be transported to the Medical Examiner facility.

• Provide the CCPHSD Medical Examiner’s Office with a monthly invoicing mechanism to include:
  o The name of the business manager who should receive the invoice.
  o The address the transport invoice should be mailed to.
  o Any required information to be included on the invoice submitted to the FMC.

CCPHSD shall:

• Respond to requests of FMC for transportation of decedents to the Medical Examiner facility.

• Invoice FMC on a monthly basis according to the mechanism provided by FMC as described above.
II. Compensation

The flat rate is $300.00 per decedent transported during non-peak hours to include after business hours and/or holidays. The $300.00 flat rate per decedent is comparable to surrounding jurisdictions and reimburses for the cost of after-hours personnel, vehicle, and supply cost the CCPHSD Medical Examiner’s Office incurs for each transport.

III. Term of Agreement

The term of this Agreement shall be from the date of approval by CCPHSD through April 1, 2020. Upon mutual agreement, this contract may be renewed for up to four (4) additional one-year terms.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. CCPHSD shall be paid for any work completed up to the date of termination.

V. Indemnification

FMC will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless CCPHSD and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by CCPHSD on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of FMC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of FMC and/or its subcontractors or claims under similar such laws or obligations. FMC’s obligations under this paragraph do not extend to any liability caused by the sole negligence of CCPHSD or its employees.

VI. Force Majeure

CCPHSD will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.
VII. **Non-Appropriation of Funds**

Notwithstanding any other provisions in this Contract, this Contract may be terminated if CCPHSD’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, CCPHSD shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

VIII. **Amendment and Entirety of Contract**

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

IX. **Approval by CCPHSD**

Before this Agreement can become effective and binding upon CCPHSD, it must be approved by the CCPHSD Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

X. **Waiver**

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XI. **Non-assignment**

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XII. **Cancellation of Agreement**

This Agreement may be cancelled by CCPHSD pursuant to A.R.S. § 38-511.

XIII. **Notice**

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.
XIV. **Choice of Law**

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XV. **Severability**

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XVI. **Authority**

FMC warrants that the person signing below is authorized to sign on behalf of FMC and obligate FMC to the above terms and conditions.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

FLAGSTAFF MEDICAL CENTER                                      COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By ____________________________                                    By ____________________________
John Harrington                                            Art Babbott
FMC Interim Chief                                         Chairman
Administrative Officer                                    CCPHSD Board of Directors

ACKNOWLEDGED before me
by John Harrington as Interim Chief of and for
Flagstaff Medical Center on
this ___ day of ________ , 20__.

Approved as to form:

______________________________                                    ______________________________
Notary Public                                                          Deputy County Attorney
## 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).

### Insured

Northern Arizona Healthcare Corporation  
1200 N. Beaver Street  
Flagstaff, AZ 86001

### Coverages

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Company</th>
<th>Policy Number</th>
<th>Effective Dates</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
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<td>CA08575652</td>
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<tr>
<td>Automotive Liability</td>
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<td>Healthcare Professional</td>
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<td></td>
<td>07/01/2019</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

Northern Arizona Healthcare Corporation (NAH) agrees to include the Certificate Holder its agents, officials and employees as additional insured within the $1,000,000 self-insured retention (this certificate serves as evidence of endorsement) that applies to the general liability coverage. The Additional insured status is expressly limited to providing defense and indemnification for those matters which are within the course and scope of services provided by NAH. Any third-party general liability claim beyond the services, care and treatment afforded by NAH is not covered.

### Certificate Holder

Coconino County  
Medical Examiners Office  
219 E. Cherry Avenue  
Flagstaff, AZ 86001

### 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  
of Marsh USA Inc.  
Jonie Frinkle

© 1988-2016 ACORD CORPORATION. All rights reserved.
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

State          Blanket/Schedule/State
AZ             Coconino County Public Health Services District. Coconino County Public Health Services District

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 01/01/2019       Policy No. 1011850       Endorsement No. 17
Insured Northern Arizona Healthcare Corporation                               Premium $ 100
Insurance Company CopperPoint Indemnity Insurance Company          Countersigned by

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)
- ☐ Insured’s Name (WC 89 06 01)
- ☐ Expiration Date (WC 89 06 04)
- ☐ Insured’s Mailing Address (WC 89 06 05)
- ☐ Experience Modification (WC 89 04 06)
- ☐ Producer’s Name (WC 89 06 07)
- ☐ Change in Workplace of Insured (WC 89 06 08)
- ☐ Insured’s Legal Status (WC 89 06 10)
- ☒ Item 3.A. States (WC 89 06 11)
- ☐ Item 3.B. Limits (WC 89 06 12)
- ☒ Item 3.C. States (WC 89 06 13)
- ☐ Item 3.D. Endorsement Numbers (WC 89 06 14)
- ☐ Item 4.* Class, Rate, Other (WC 89 04 15)
- ☒ Interim Adjustment of Premium (WC 89 04 16)
- ☐ Interstate/Intrastate Risk ID Number (WC 89 06 18)
- ☐ Issuing Agency/Producer Office Address (WC 89 06 25)

Is changed to read:

Total Estimated Annual Premium: $984,897

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 01/01/2019
Policy No. 1011850
Insured Northern Arizona Healthcare Corporation

Endorsement No. 18
Premium Cost Change $100

Insurance Company CopperPoint Indemnity Insurance Company

Countersigned by

WC 89 06 00 B
(Version 7/01)
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Approve the award and budget adjustment transfer of the Arizona Criminal Justice Commission (ACJC) Residential Substance Abuse Treatment (RSAT) program grant #RSAT-19-002, in the amount of $131,693.00, which funds one Full Time Equivalent (FTE) Substance Abuse Counselor and one FTE Substance Abuse Specialist calendar year 2019; and authorizing Sheriff Jim Driscoll to execute related documents.

RECOMMENDED MOTION:

Approve the award and budget adjustment transfer of the Arizona Criminal Justice Commission (ACJC) Residential Substance Abuse Treatment (RSAT) program grant #RSAT-19-002, in the amount of $131,693.00, which funds one Full Time Equivalent (FTE) Substance Abuse Counselor and one FTE Substance Abuse Specialist calendar year 2019; and authorizing Sheriff Jim Driscoll to execute related documents.

BACKGROUND:

In 2007, the Coconino County Sheriff’s Office implemented an in-custody treatment program named Exodus. Funding for Exodus is generated by revenues from the Jail District sales tax. Funding for the out-of-custody and continuum of care portions of the program come primarily from grants and community partnerships. The first program was a men’s specific treatment group. In August 2008, the program was expanded to include a women’s specific treatment group. Exodus has become a leader in combating substance abuse issues in Coconino County. Less than 1% of the program participants have reported previous exposure to a treatment program. The program’s recidivism rate is 35% for inmates who have received treatment, compared to a national average of 67.5% (according to the Bureau of Justice Statistics) for inmates who have not received treatment.

Many Exodus participants are sentenced to probation or have been arrested on probation violations; many of these for the use of drugs or alcohol. The Sheriff’s Office works diligently with the County Adult Probation Department in accepting appropriate referrals to the Exodus program. Unfortunately, there is limited space in the program and the men’s program waitlist has grown to an average of 35 inmates. Many of the inmates that would benefit from the program are released into the community before they are able to receive treatment and transitional services.
The program has only 24 beds available to male inmates seeking treatment. Funding from this award allows the expansion of the men’s Exodus program to provide these much-needed services to male inmates that are referred by the Adult Probation Department.

The extended program follows the same model as the already successful program and utilizes the same tools and resources, as well as implementing alcohol and drug testing procedure for all participants upon acceptance of the program.

The inmates participating in the program attend therapeutic treatment groups four times a week, Smart Recovery classes two days a week, and 12-step meetings five nights a week. Therapeutic groups promote a positive peer and productive learning environment. In addition to substance abuse education, there is a strong focus on life skills, such as parenting classes, job readiness training, money management, nutrition and other education. Current evidenced best practices are used in the treatment program.

The extended Exodus program houses only male inmates that are arrested on a probation violation or that have been sentenced to probation. The inmates selected for the program will be referred by the Coconino County Adult Probation Department. Participants will be released on probation, which will provide needed community supervision. Probation Officers will provide encouragement and support for participants to remain drug, alcohol, and crime free. Participants will be required to attend aftercare services, such as 12 Step meetings and out-patient treatment. Probation Officers require participants to be employed, have safe and supportive housing, and to obtain a GED. Participants will also be required to submit urinalysis testing.

The goals of this program while incarcerated are to provide educational and therapeutic services to assist inmates in making a decision to choose sobriety and eliminate their criminal lifestyle, to provide alcohol and drug treatment to inmates that have difficulty accessing treatment through other means, to provide a program that requires participating inmates to engage in a productive routine while in custody, to provide a behavioral management tool that helps to control inmate behavior and decrease disruptive activities, to provide a proactive response to substance abuse related crime rather than a reactive response, and to require inmates to develop an alcohol and drug free life plan for release.

The goals for this program after release are to reduce community health care costs associated with substance abuse/dependence, to decrease probation violations and revocations, to decrease recidivism rates, and to create a safer community.

The Coconino County Adult Probation Department will work closely with the Coconino County Detention Facility Exodus program in providing referrals and reporting the progress of participants who have graduated and returned to the community. The Exodus program will be able to evaluate the effectiveness of the program by monitoring participants’ successful completion of probation. The program will monitor participants’ urinalysis and the amount of probation violations that are received. Probation will also report the results of a participant’s OST assessments to determine whether improvement on risks and needs has been achieved. Probationers that have completed the Exodus Program should have a lower rate of probation violations and revocations.

It is our belief that the outcomes from this expanded program partnering with Adult Probation will be to increase the number of inmates referred by Adult Probation participating in the program by 24 per session times four sessions, an additional 96 inmates completing 10 hours...
each of therapeutic group work with the licensed Substance Abuse Counselor, 100% of participants complete the 90 day program, Reduction of probation violations issued by Adult Probation, increase in participating probationers passing required random drug/alcohol testing by Adult Probation, and a decrease in number of participating probationers that have probation revoked. Participants will be tested for drugs and alcohol at acceptance into the program while incarcerated and throughout probation.

In January 2011, the Arizona Criminal Justice Commission awarded a one-year Resident Substance Abuse Treatment Grant to the Sheriff’s Office in order to start a program that partners with the Coconino County Adult Probation Department (APD) to refer arrestees to the Exodus substance abuse treatment program. With this funding, we were able to double the men’s Exodus program. In 2012, 2013, 2014, 2015, 2016, and 2017 the Arizona Criminal Justice Commission awarded additional Resident Substance Abuse Treatment grants to the Sheriff’s Office to continue the already successful program. The funding from this award will allow us to recruit and hire a full-time licensed Substance Abuse Counselor and a full time Substance Abuse specialist.

Through 06/30/18, 580 participants have completed the program and 232 are on probation. 150 participants have had their probation revoked and sentenced to Arizona Department of Corrections. 5 participants are on absconded status and 164 participants have completed their probation sentence. The local revocation rate in this program is 25.8%.

ALTERNATIVES:

The alternative would be to decline the grant award and fund the expanded program through Jail District funds.

FISCAL IMPACT:

The ACJC RSAT is a reimbursement grant award in the amount of $131,693.00 with an in-kind match of $32,923.00. The match is transferred from the Jail District at the end of the year.

The grant reimbursement includes one Full Time Equivalent (FTE) Substance Abuse Counselor and one FTE Substance Abuse Specialist. This requires a budget adjustment to move $131,693.00 from 9099.20.2000.0000.0000 to Pending. The grant period is from 01/01/19 through 12/31/19.

ATTACHMENTS:

1 - Staff Report
2 - GRANT AGREEMENT
3 - RSAT BA
This Grant Agreement is made this 1st day of January, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called “COMMISSION” and the Coconino County, through the Coconino County Sheriff’s Office hereinafter called “GRANTEE”. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on January 1, 2019 and terminate on December 31, 2019. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   I. If to the COMMISSION:

   Arizona Criminal Justice Commission
   1110 W. Washington Street, Suite 230
   Phoenix, Arizona 85007
   Attn: Program Manager
B. If to the GRANTEE:  
Coconino County Sheriff’s Office  
911 E. Sawmill Road  
Flagstaff, AZ 86001  
Attn: Sheriff Jim Driscoll

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

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<thead>
<tr>
<th>Personnel:</th>
<th></th>
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<td>Fringe Benefits (for salaries/overtime)*</td>
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</tr>
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<td>Overtime</td>
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<td>Professional &amp; Outside/Consultant &amp; Contractual Services</td>
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<td>Travel In-State</td>
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<tr>
<td>Travel Out-of-State</td>
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<tr>
<td>Confidential Funds</td>
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<tr>
<td>Operating Expenses:</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Registration/Training</td>
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</tr>
<tr>
<td>Other</td>
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</tr>
<tr>
<td>Equipment</td>
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<tr>
<td>Capital</td>
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</tr>
<tr>
<td>Noncapital</td>
<td>NOT APPROVED</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$131,693</td>
</tr>
</tbody>
</table>

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $98,770 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $32,923.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. **GRANTEE** agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award, **GRANTEE** will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. **GRANTEE** agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. **GRANTEE** also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the **GRANTEE** (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. **GRANTEE** agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the **GRANTEE**'s approved application. **GRANTEE** shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. **GRANTEE** agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

   Accordingly, the accounting systems of **GRANTEE** and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. **GRANTEE** agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the **GRANTEE**’s capitalization policy defines a capital expenditure as less than $5,000, the **GRANTEE** will follow its own policy.

15. **GRANTEE** agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by **GRANTEE** policy. **GRANTEE** agrees that funds will not be used for the construction of new facilities.

16. **GRANTEE** agrees to follow equipment disposition policies outlined in 2 CFR § 200.313(e)(1) through(4) Uniform Administrative Requirements for Grants and Cooperative Agreements - Equipment, when the equipment is no longer needed for the grant program.

   **Link:** e-CFR Navigation Aid: [https://www.ecfr.gov/cgi-bin/ECFR?page=browse](https://www.ecfr.gov/cgi-bin/ECFR?page=browse)

17. **GRANTEE** agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. **GRANTEE** agrees to keep time and attendance sheets for hourly employees signed by the employee and
supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

<table>
<thead>
<tr>
<th>Report Period:</th>
<th>Due Date:</th>
</tr>
</thead>
<tbody>
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<td>April 15</td>
</tr>
<tr>
<td>April 1 to June 30</td>
<td>July 15</td>
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<tr>
<td>July 1 to September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>October 1 to December 31</td>
<td>January 15</td>
</tr>
</tbody>
</table>

### FINANCIAL REPORTS

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<th>Due Date:</th>
<th>Report Period:</th>
<th>Due Date:</th>
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<td>July 1 - July 31</td>
<td>August 25</td>
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<tr>
<td>June 1 - June 30</td>
<td>July 25</td>
<td>December 1 - December 31</td>
<td>January 25</td>
</tr>
</tbody>
</table>

Additional reporting requirements may be required for GRANTEEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the DOJ Grants Financial Guide”).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

   I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

   II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent’s answer and any counterclaims must be filed within 20 calendar days of service of the demand.

   III. The arbitration shall be conducted in Maricopa County.

   IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as “Indemnitor”) agrees to defend, indemnify, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the
38. Restrictions and certifications regarding non-disclosure agreements and related matters:

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements
that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting
of waste, fraud, or abuse as described above, it will immediately stop any
further obligations of award funds to or by that entity, will provide prompt
written notification to the federal agency making this award, and will resume
(or permit resumption of) such obligations only if expressly authorized to do so
by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project
official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written
approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F
(200.500) Audit Requirements and provide the COMMISSION with the audit report and any
findings within 90 days of receipt of such finding. If the report contains no findings, the
GRANTEE must provide notification that the audit was completed.

   Link: Audit Requirements for OJP Awards:
   https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost
Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by DOJ in
2 CFR Part 2800 (together, the “Part 200 Uniform Requirements”), the OJP Financial Guide and
the most current version of the ACJC Grant Management Reference Manual.

   Link: 2CFR Part 200 for OJP Awards:
   https://ojp.gov/funding/Part200UniformRequirements.htm
   ACJC Grant Management Reference Manual:

43. Compliance with general appropriations-law restrictions on the use of federal funds for
awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all
applicable restrictions on the use of federal funds set out in federal appropriations
statutes. Should a question arise as to whether a particular use of federal funds by a
GRANTEE would or might fall within the scope of an appropriations-law restriction, the
recipient is to contact OJP for guidance, and may not proceed without the express
prior written approval of OJP. Pertinent restrictions, including from various “general
provisions” in the Consolidated Appropriations Act, 2018
https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of
any contract or sub award to either the Association of Community Organizations for Reform
Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice
Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of
penalties, including suspension of current and future funds, suspension or debarment from
federal grants, recoupment of monies provided under an award, and civil and/or criminal
penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed
in the Excluded Parties Listing Service.

   Link: System for Award Management https://www.sam.gov/
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE’s first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees.

   Link: OJP Training Guide Principles for Grantees and Subgrantees
   http://www.ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE’S or COMMISSION’S expense, shall contain the following statement:

   “This was supported by Award No. 2018-J2-BX-0046 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office of Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:


55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (formerly known as the "Equal Treatment Regulation"). This Regulation provides in part that Department of Justice financial assistance may not be used to fund any explicitly religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in explicitly religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

   Link: https://www.ecfr.gov/cgi-bin/ECFR?page=browse, browse to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR “current” data.

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The GRANTEE or sub-grantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality
in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR Part 42, Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(C), 205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
 Link: [http://azcjc.gov/grants](http://azcjc.gov/grants) (go to Civil Rights Tab)

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
 Link: [http://www.it.ojp.gov/gsp_grantcondition](http://www.it.ojp.gov/gsp_grantcondition)

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award- either 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form I-9. This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law,
regulation, or policy, at any level of government, without express written approval of the commission. See 18 U.S.C. 1913 (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by the law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, of Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the GRANTEE will contact the COMMISSION, and may not proceed without express prior written approval. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION’S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

<table>
<thead>
<tr>
<th>Arizona Criminal Justice Commission</th>
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<tbody>
<tr>
<td>Residential Substance Abuse Treatment Program</td>
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<tr>
<td>GRANT AGREEMENT CONTINUATION SHEET</td>
</tr>
<tr>
<td>SPECIAL CONDITION(S)</td>
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</tbody>
</table>

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE agrees to the completion of the ACJC Sub-grantee Self-Assessment Questionnaire within 45 days of the start date of this award.

3. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

4. GRANTEE will implement or continue to require urinalysis or other proven forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

5. GRANTEE agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

6. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include treatment and services to address opioid abuse reduction.

Authorized Official Initials: ___________________________
IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Jim Driscoll, Sheriff

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Rose Winkeler, Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date

Revised 8/3/2016
Insurance Requirements for Governmental Parties to a Grant Agreement:
None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:
(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products - Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Business Automobile Liability**

   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   *(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

   Workers' Compensation
   Employers' Liability
   Each Accident $1,000,000
   Disease – Each Employee $1,000,000
   Disease – Policy Limit $1,000,000

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,
voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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 required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
## Project Reference

**FY19 / FY20 ACJC Residential Substance Abuse Treatment (RSAT)**

**RSAT-19-002**

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<tr>
<th>Fund</th>
<th>1109.20.2003.</th>
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</table>

<table>
<thead>
<tr>
<th>461.331501</th>
<th>Current Year Federal Grant</th>
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<tr>
<td>592.941116</td>
<td>Match (Transfer In From Jail District)</td>
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<tr>
<td>633.401001</td>
<td>Salary</td>
<td>119,870</td>
</tr>
<tr>
<td>633.401004</td>
<td>Personal Day Purchase</td>
<td>(4,190)</td>
</tr>
<tr>
<td>633.451001</td>
<td>Medicare</td>
<td>1,778</td>
</tr>
<tr>
<td>633.451002</td>
<td>FICA</td>
<td>7,430</td>
</tr>
<tr>
<td>633.451021</td>
<td>Dental</td>
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<td>633.451022</td>
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<td>21,000</td>
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<tr>
<td>633.451023</td>
<td>Grp Term Life &amp; ADD</td>
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<tr>
<td>633.451042</td>
<td>Unemployment Insurance</td>
<td>237</td>
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</table>

Total Award: 164,616

EREs: 48,936

164,616
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Susan Brown, Facilities Director

SUBJECT: Approve an Intergovernmental Agreement among Coconino County, Coconino County Free Library District, and the City of Flagstaff, an Arizona Municipal Corporation for the administration, operation and maintenance and capital improvements at the Tuba City Public Library.

RECOMMENDED MOTION:

Approve an Intergovernmental Agreement among Coconino County, Coconino County Free Library District, and the City of Flagstaff, an Arizona Municipal Corporation for the administration, operation and maintenance and capital improvements at the Tuba City Public Library.

BACKGROUND:

The Library District is a political subdivision of the State of Arizona. The Library District levies a secondary property tax to provide funding for the Library District. The mission of the Library District is to provide a supportive environment for communities, enhancing quality of life through services, materials, programs and internet access that meet the diverse needs of residents of all ages and visitors in incorporated and unincorporated communities in Coconino County.

Coconino County appoints a representative to the Library District Governing Board. The Library District Board drafts and proposes an annual budget to the County Board of Supervisors acting as the Library District Board of Directors. Coconino County has a management responsibility for the Library District and the City of Flagstaff acts as the fiscal agent in providing administration and funding of branch and affiliated libraries in Coconino County.

The Tuba City Public Library is operated under the Free Library District through the City of Flagstaff. Coconino County Facilities Management Department provides assistance and support in the operations and maintenance of the facility located at 78 Main Street. The building also houses the County's Elections Office in Tuba City. The purpose of the proposed Intergovernmental Agreement (IGA) is the desire to memorialize the respective responsibilities for the administration, maintenance and operations of the Tuba City Public Library.
ALTERNATIVES:

The maintenance and operations of the building functions could be contracted out to a private sector third party.

FISCAL IMPACT:

The ongoing annual operations and maintenance costs of the Tuba City Library are approximately $23,000. No changes are expected at this time.

ATTACHMENTS:

1 - Staff Report
2 - IGA
INTERGOVERNMENTAL AGREEMENT for the administration, operation, maintenance and capital improvement the Tuba City Public Library

Between

Coconino County,
A Political Subdivision of the State of Arizona

And

Coconino County Free Library District, A Political Subdivision of the State of Arizona

And

City of Flagstaff,
An Arizona Municipal Corporation

Recitals:

A. Whereas, Tuba City Cultural Projects, Inc. ("TCCP") holds Lease No. TC-97-904 (Exhibit "A") with the Navajo Nation for Navajo Nation Building No. T015-072, commonly known as the Tuba City Public Library, located on Main Street in Tuba City, Arizona (the "Premises"), which is suitable for use as a public library and which TCCP has provided for the use of a public library; and

B. Whereas, the City of Flagstaff ("City"), Coconino County ("County"), and the Coconino County Free Library District ("District") are parties to an Intergovernmental Agreement for the Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District (the "Master IGA"); and

C. Whereas, the Master IGA acknowledges the intent of the District to operate a branch library at the Tuba City Public Library with the assistance of the County and the City; and

D. Whereas, the County, District and City (the "Parties") desire to memorialize their respective responsibilities for the administration, maintenance, and operation of the Tuba City Public Library.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Utilities - The City, as the District's fiscal agent, shall make payment out of the Tuba City Public Library budget for utility services including telephone, internet,
electricity, water, propane and sewer for the Premises.

2. **Telephone/Internet** - The District shall be responsible for installation, maintenance and service charges (other than regular fees for service) for infrastructure for telephone and data communications services.

3. **Maintenance** - Coconino County shall maintain the Premises including the exterior and interior of the structure, including:

   a) **General Maintenance** - Defined as the day-to-day operational maintenance of the facility, to include plumbing, electrical, roof, structural, HVAC, carpentry, and locks. This specifically excludes the maintenance of telephone and data cabling and operations, which shall be the responsibility of the District and the maintenance and repair of any public or private utility equipment or system (gas, electricity, water or sewer) located before a meter or past the building exterior, which shall be the responsibility of the appropriate agency.

   b) **Contract Maintenance** - Defined as that maintenance contracted to professional vendors, to include janitorial, pest control, grounds/landscaping, elevator and fire extinguisher contracts.

   c) **Preventative Maintenance** - Defined as that maintenance that is scheduled at regular intervals and is intended to prevent equipment breakage, unexpected maintenance problems and to extend the operational life of the equipment and to maximize operational efficiencies.

   d) **Capital Repair and Replacement** - Defined as those capital maintenance items that should be completed as a reinvestment into the life of a structure and as those improvements designed to safeguard the health and safety of the public and staff. These items are not included in the maintenance budget but are identified and recommended by County personnel for separate funding consideration.

4. **Budgets** - County shall formulate, in consultation with the District, a yearly maintenance budget and revenue projection and a capital repair and replacement budget for the Premises in conjunction with and subject to the scheduled County budget process, including approval by the Coconino County Board of Supervisors. These budgets shall serve as the accepted and approved maintenance budget and capital repair and replacement budget for the Premises by the County, the District, and the City.

5. **Quarterly Maintenance Payments** - During each fiscal year, on a quarterly basis, the County shall invoice the City, as fiscal agent for the District, for actual completed maintenance work on a reimbursable basis. The City, as fiscal agent for the District, shall pay to the County, out of the Tuba City Public Library budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform maintenance work in excess of the amount
budgeted for maintenance, without allocation of additional funding.

6. **Capital Repair and Replacement Budget Payment** – The County shall invoice the City for completed Capital Repair and Replacement work on a reimbursable basis. The City, as administrator of the District's budget, shall pay to the County, out of said budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform capital repair and replacement work in excess of the amount budgeted for maintenance, without allocation of additional funding.

7. **Indemnification** - Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party/parties (as "indemnitee/s") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee/s, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor/s, its/their officers, officials, agents, employees, or volunteers.

8. **Property and Contents Insurance Coverage** - County shall provide insurance coverage for the replacement value of the structure and the contents of the Premises. District shall be responsible for creating and maintaining a list of the contents of the Premises. That list and the associated values of the contents shall be forwarded to the County on a twice-yearly basis, once in July of each fiscal year and once in January of each fiscal year. Should the District purchase any item costing more than $5,000 to be placed on the Premises, a description and associated value shall be forwarded to the Coconino County Risk Manager within fifteen (15) days of the purchase.

9. **Notices** - All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

   Coconino County  
   Clerk of the Board 219  
   East Birch  
   Flagstaff, AZ 86001

   City of Flagstaff  
   Economic Vitality Director  
   211 West Aspen Avenue Flagstaff,  
   AZ 86001-5399

   Coconino County Free Library District  
   County Librarian  
   300 West Aspen  
   Flagstaff, AZ 86001
10. **Amendment** - All amendments to this agreement must be in writing, approved by necessary governing bodies, and signed by duly authorized representatives of all Parties.

11. **Term** - This Agreement shall be recorded in the official records of Coconino County, Arizona, as soon as possible, but in any event within ten days of execution, shall be effective as of the date it is recorded and shall continue in force and effect for a period of 5 (five) years, with the option to renew for two additional five-year terms. This Agreement can be terminated for convenience by any party with 90-days written notice. In addition, this Agreement may be terminated by any of the Parties without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes §38-511.

**IN WITNESS WHEREOF**, the undersigned have executed this Intergovernmental Agreement of the day and year first above written.

**COCONINO COUNTY:**

By __________________________
Art Babbott
Chairman of the Board of Supervisors

**ATTEST:**

By __________________________
Lindsay Daley
Clerk of the Board

Approved as to Form:

By __________________________
Deputy County Attorney
CITY OF FLAGSTAFF:

By ______________________
   Coral Evans
   Mayor

ATTEST:

By ______________________
   Stacy Saltzburg
   City Clerk

Approved as to Form:

By ______________________
   City Attorney
FLAGSTAFF CITY/COCONINO COUNTY LIBRARY DISTRICT:

By ______________________

Chairman of the Board

Approved as to Form:

By ______________________

By ______________________
EXHIBIT "A"
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the appointment of Michael Luna to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire March 11, 2025.

RECOMMENDED MOTION:

Approve the appointment of Michael Luna to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire March 11, 2025.

BACKGROUND:

Staff recommends the Board of Supervisors approve the appointment of Mike Luna to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire March 11, 2025.

The Inter-Tribal Advisory Council was organized in 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues in Coconino County. Currently, the Council has six members: Sharon Doctor; Diana Cudeii; Christy Nations; Steve Smith; Rose Toehe; Sirene Lipschutz.

Michael Luna lives in District 2.

ALTERNATIVES:

The Board may choose not appoint Mike Luna to the Council.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1 - Staff Report
2 – Redacted Application
**Garretson, Susie**

**Subject:** Online Form Submittal: Application for County Boards, Commissions, Committees and Councils

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Friday, February 8, 2019 3:54 PM  
**To:** Daley, Lindsay <ldaley@coconino.az.gov>; Webber, Valerie <vwebber@coconino.az.gov>; Webmaster <webmaster@coconino.az.gov>  
**Subject:** Online Form Submittal: Application for County Boards, Commissions, Committees and Councils

---

**Application for County Boards, Commissions, Committees and Councils**

**Personal Information**

<table>
<thead>
<tr>
<th>Name of the Board, Commission, Council or Committee you are interested in:</th>
<th>Intertribal Advisory Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Name</td>
<td>Michael Luna</td>
</tr>
<tr>
<td>Supervisor District</td>
<td>District 2 - Liz Archuletta</td>
</tr>
<tr>
<td>Your Address</td>
<td></td>
</tr>
</tbody>
</table>

| Home Phone |  
|---|---|
| Work Phone |  
| Email Address |  

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<tr>
<th>Fax Number</th>
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<table>
<thead>
<tr>
<th>Are you willing to abide by the Open Meeting and Open Records laws of the State of Arizona?</th>
<th>Yes</th>
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</table>

<table>
<thead>
<tr>
<th>Are you willing to sign an Oath of Allegiance?</th>
<th>Yes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Number of hours you are able to commit to per month</th>
<th>1 - 5 hours per month</th>
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</thead>
<tbody>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Do you have access to the internet?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are you able to attend meetings in Flagstaff?</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Skills and Experience</strong></td>
<td></td>
</tr>
<tr>
<td>Why do you want to serve on this Board?</td>
<td>Currently employed with Coconino Community College. This would be a great resource for our students, faculty and staff of the councils activities. Having a large number of native students, this would be a beneficial to have a liaison from the college.</td>
</tr>
<tr>
<td>What prior experience do you have on Boards?</td>
<td>Currently board member of Arizona College Consortium Membership coordinator, 2014-present, policy and advisory <a href="http://www.az-cc.org">www.az-cc.org</a></td>
</tr>
<tr>
<td>What skills and experience would you bring to the Board? (Indicate type and years experience in reference to the Board you are interested in)</td>
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<td>Years of Experience</td>
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<td>Recreation</td>
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<td><strong>Experience Continued</strong></td>
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<tr>
<td>Artist</td>
<td>Visual</td>
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<tr>
<td>Years of Experience</td>
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<td>Legal</td>
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<td>Years of Experience</td>
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<tr>
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<td>Years of Experience</td>
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<tr>
<td>Medical</td>
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Years of Experience | Field not completed.
--- | ---
Educator | higher ed
Years of Experience | 20
Environmental/ Land Use | Field not completed.
Years of Experience | Field not completed.

**Experience and Employment**

Other Experience | Field not completed.
--- | ---
Years of Experience | Field not completed.
Current Employer | Coconino Community College
Job Title | Recruitment Coordinator
Brief Description of Duties | outreach to the community, high schools. informing of opportunities to students, parents hs counselors of CCC. Explaining the process to enroll.

Past Employer | Northern Arizona University
Job Title | Recruitment Sr. Specialist
Brief Description of Duties | outreach to the community, high schools. informing of opportunities to students, parents hs counselors of CCC. Explaining the process to enroll.

Past Employer | Field not completed.
Job Title | Field not completed.
Brief Description of Duties | Field not completed.
Resume Upload | Resume 2.8.19 update.docx

Your application will be placed in our files and reviewed as we have openings. Openings on some Boards occur infrequently due to the length of term - up to 4 years.

Email not displaying correctly? [View it in your browser](#).
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Approve a budget amendment in the amount of $267,000 to increase the budget for the joint County Attorney, Legal Defender and Public Defender case management system project.

RECOMMENDED MOTION:

Approve a budget amendment in the amount of $267,000 to increase the budget for the joint County Attorney, Legal Defender and Public Defender case management system project.

BACKGROUND:

The case management systems currently in use by County Attorney, Legal Defender and Public Defender offices no longer meet the needs of these departments. Time Matters, used by the LD and PD, is not an actual case management system, it is a legacy system with 20 years of use. The system cannot keep up with the County’s Microsoft Office and Adobe updates, causing frequent crashes and integration problems. DAMION, used by the CA, has also been in use for 20 years. Although the system is stable and supported, the vendor, Equivant, is no longer selling it and will eventually retire the system. Neither Time Matters nor DAMION will support a paperless office.

In FY17 the Board approved $350,000 in funding to implement a new case management system to serve all three departments. Since then, each department has conducted process mapping sessions to identify functional requirements for a new system. The project team met with vendors and reviewed systems developed by Equivant, Journal Technologies, Karpel Solutions, and Tyler Technologies.

Other prosecutors’ offices in AZ conducted a competitive bid process and selected the Karpel Solutions case management system. Prosecutor by Karpel (PbK) is currently being used by the Maricopa County Attorney’s Office, Yavapai County Attorney’s Office, Apache County Attorney’s Office, Mesa City Prosecutor’s Office, and the Flagstaff City Prosecutor’s Office. The CA reviewed PBK and determined that it is the system that best meets our needs. The LD and PD reviewed Defender by Karpel and determined that it is similar to other defense case management systems they reviewed. LD and PD agreed that DbK will meet their needs. Based on the economies of scale experienced by choosing one vendor for all three departments, the project team selected the Karpel Solutions products, Prosecutor by Karpel (PbK) and Defender
by Karpel (DbK).

PbK and DbK will eliminate duplication of effort as it relates to the initial entry of cases and documentation into the system. Once CA enters information it can be pushed to the PD and then as needed to LD, without the duplication of work. The CA will also be able to provide disclosure of case documents electronically to the LD and PD.

PbK also includes important integrations for the CA. Karpel Solutions developed software for the Arizona Criminal Justice Commission for Crime Victim Compensation Program Management. This interface is available at no cost. Karpel is also developing interfaces between PbK and the DPS’s Arizona Disposition Reporting System, which will eliminate the need for the CA to submit dispositional info on paper. PbK will also interface with Evidence.com, the repository for body-worn camera video collected by the CCSO, FPD, PPD and other law enforcement agencies.

Pbk and DbK include customization within the systems. This will allow the departments to use the software for non-criminal cases. The CA can customize the system for use in all of the Civil practice areas. The LD and PD can customize the system for use in Dependency cases and other practice areas.

The implementation of PbK and DbK will allow the three offices to move to a “paperless” office. The attorneys will only need to carry a laptop to court and will have access to every case file, every document. The systems will streamline processes allowing us to create workflows for tasks with built-in routing, deadlines and reminders. A paperless office will increase productivity and mobility, and reduce the overhead of paper management and storage.

Expenses for the project will exceed the original budget. The departments have already absorbed project costs to purchase hardware to ensure compatibility with the new systems. Additional funding sources have been identified.

Budget for joint CMS project; additional funding is identified below:

$331,875.00 County Attorney Package
$84,600.00 Legal Defender Package
$99,700.00 Public Defender Package
$15,000.00 Use tax (on licenses)
$30,000.00 DAMION Data Migration Project Management Fee

$561,175.00 SUB-TOTAL
$55,825.00 Contingency (approx. 10%)

$617,000.00 TOTAL EXPENSE

- $350,000.00 Current Budget
- $100,000.00 CAO ($24K FY18 vacancy savings/$76K from CJEF)
- $7,000.00 Legal Defender (FY18 savings)
- $10,000.00 Public Defender (FY18 savings)
- $150,000.00 County Manager (ERP OT savings)

- $617,000.00 TOTAL FUNDS AVAILABLE
ALTERNATIVES:

If the Board approves this budget amendment the joint CMS project will move forward with implementation.
If the Board does not approve, the implementation will be postponed.

FISCAL IMPACT:

The additional one-time funds needed for this project have been identified.

There will be an increase to the annual maintenance fees for the Legal Defender, from $2k to $13k per year, and for the Public Defender, from $5k to $16k per year. The LD and PD offices may need to submit individual Service Improvement Requests for the additional funds needed. There is no increase in annual maintenance fees for the County Attorney’s Office.

ATTACHMENTS:

1 - Staff Report
2 - BUDGET AMENDMENT
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<th>Account code</th>
<th>Description</th>
<th>Budget 3/12/2019</th>
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<td>TRANSFER FROM DEPT TOTAL</td>
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**Project Expenses**

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**PROJECT EXPENSE TOTAL**

617,000 | 617,000
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Approve Purchase Agreement with the United States Navy and the Lease - Purchase Agreement with the Trust for Public Land for an 80-acre parcel adjacent to Coconino County Rogers Lake Natural Area with a market value of $1,500,000 and a conservation value of $500,000.

RECOMMENDED MOTION:

Approve the Purchase Agreement with the United States Navy and the Lease - Purchase Agreement with the Trust for Public Land for an 80-acre parcel adjacent to Coconino County Rogers Lake Natural Area with a market value of $1,500,000 and a conservation value of $500,000.

BACKGROUND:

In collaboration with the United States Navy and the Trust for Public Land, the County has been presented an opportunity to purchase 80-acres adjacent to the Coconino County Rogers Lake Natural Area (CCRLNA) by leveraging Navy funds. Through the Readiness and Environmental Protection Initiative (REPI), the Navy is able to purchase development rights of properties that protect the mission of military installations from the encroachment of development. The Agreement for Purchase of Restrictive Use Easement being considered allows the Navy to purchase the conservation easement for $500,000.

The Lease-Purchase Agreement establishes that the Trust for Public Land (TPL) will purchase the property from the owner for $1,500,000 and the County will reimburse TPL for the cost. The County may opt to make the payment in full on or before May 21, 2019 or in three installments (May 21, 2019, January 21, 2020 and February 21, 2020). The County would pay the determined sums plus an additional amount equal to the prime rate plus two percent as determined by Bank of America, N. A., and as such the rate may be adjusted from time to time. During the payment period, TPL would lease the property to the County until the final payment is made. Once the deed is recorded and transferred to Coconino County, the Navy will then remit the $500,000 for the conservation easement.

The County's interest in this property is multifaceted. Being adjacent to CCRLNA, the acquisition further protects in perpetuity the sensitive ephemeral lake bed, maintains a significant
wildlife corridor, provides for future passive recreation and environmental education opportunities, and complies with the direction established through the Joint Land Use Study. The agreements being considered signals the County's interest to purchase and place in conservation the 80-acres by leveraging REPI funds.

ALTERNATIVES:

The Board could postpone the approval of the Navy's Agreement for Purchase of Restrictive Use Easement and the Trust for Public Land Lease-Purchase Agreement/
The Board could not approve the agreements.

FISCAL IMPACT:

The property purchase price is $1,500,000. The Navy will contribute $500,000 after the County has reimbursed the Trust for Public Land for the full purchase amount and interest should the County not pay for the transaction up front. The County expects to receive an estimated $1,140,000 from the Frontiere Property conservation easements. Approximately $40,000 is estimated in closing and due diligence costs. Should the County opt to finance the purchase, interest on the loan would have to be taken into account. Interest is estimated between $60,000 and $30,000 depending on the source of the loan.

ATTACHMENTS:

1 - Staff Report
2 - PURCHASE AGREEMENT
3 - ATTACHMENT 1 - RESTRICTIVE USE EASEMENT
4 - ATTACHMENT 2 - EXCEPTIONS
5 - TPL LEASE-PURCHASE AGREEMENT
AGREEMENT FOR PURCHASE
OF RESTRICTIVE USE EASEMENT

AGREEMENT by and between Coconino County hereinafter called the “Vendor,” and the United States of America, acting by and through the Department of the Navy, hereinafter called the “Government.” THE VENDOR AGREES TO SELL, AND THE GOVERNMENT AGREES TO PURCHASE, for the consideration of Five Hundred Thousand Dollars ($500,000.00) a Restrictive Use Easement in substantially the same form of the Attachments hereto over the land described below, hereinafter called the “Restrictive Use Easement,” subject to the terms, conditions, and general provisions set forth on this page and on page two (2) hereof; in the Restrictive Use Easement; and the additional provisions, if any, incorporated herein by attachment or reference as set forth below.

1. RESTRICTIVE USE EASEMENT:
   Described in Attachment No. 1
   Coconino County, a political subdivision of the State of Arizona
   Assessor Parcel Number: 116-05-021F

2. RIGHTS OUTSTANDING IN THIRD PARTIES OTHER THAN SPECIFIED IN PARAGRAPH (a) OF THE GENERAL PROVISIONS:
   Described in Attachment No. 2
   (LIST OF APPROVED TITLE EXCEPTIONS: SCHEDULE B SECTION TWO EXCEPTIONS)

3. The Vendor agrees to grant the Restrictive Use Easement to the Government upon the Government’s payment of the purchase price to the Vendor. The Vendor’s obligation to grant the Restrictive Use Easement to the Government is contingent upon the completion of Vendor’s purchase of the subject property from its current owner.

4. The executed copy of this Agreement for Purchase, or notice of execution thereof, shall be sent to the Vendor at the following address:
   Coconino County, 219 East Cherry Avenue, Flagstaff, AZ 86001-4695

5. The Term of this Agreement shall be for nine (9) months from the date of execution, or until the close of escrow for the purchase of the easement, whichever comes first.

6. EXECUTION BY VENDOR:  COCONINO COUNTY
   By_____________________________________________  _____________________________
   ART BABBOTT, County Board of Supervisors, Chair                     DATE

7. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT:  THE UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY
   By________________________________________________                 ______________________________
   LINDSEY GREEN, Real Estate Contracting Officer                          DATE
8. GENERAL PROVISIONS

a. PAYMENT AND CONVEYANCE. The purchase price for the Restrictive Use Easement over said property shall be paid when the Government has had a reasonable time to secure and examine the title evidence for said property and to obtain the necessary approval of title; provided that the Vendor executes and delivers to the Government the Restrictive Use Easement; said conveyance to be subject only to outstanding public utility easements of record and outstanding easements for public roads, and ways, and such other outstanding rights and reservations as may be set forth under Paragraph 2 above. Conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants if otherwise acceptable and satisfactory to the Government.

b. PREPARATION OF DEED. The Government agrees to defray the expenses incident to the preparation of the abstract or certificate of title; provided, however, that the Vendor will deliver to the representatives of the Government any abstracts, certificates of title or monuments of title available to the Vendor or in its possession.

c. LIENS. The Vendor agrees that all taxes, assessments, and encumbrasances which are a lien against the property at the time of conveyance of the Restrictive Use Easement to the Government shall be satisfied by the Vendor prior to or at the time conveyance of the Restrictive Use Easement and, if the Vendor fails to do so, the Government may pay any taxes, assessments, and encumbrasances which are a lien against the property and deduct such payments from the purchase price. However, the Government agrees to pay all recording fees, transfer taxes and similar expenses incidental to conveying the Restrictive Use Easement over the property to the Government, if payable in a conveyance to the Government. However, the Government shall not pay nor make reimbursement if such taxes and assessments are canceled by State or Federal law.

d. LOSS OR DAMAGE. The Vendor agrees that loss or damage to the property shall be at the risk of the Vendor until the Restrictive Use Easement to the Government has been accepted by the Government through its duly authorized representative, and in the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the Restrictive Use Easement, or it may elect to accept conveyance of the Restrictive Use Easement over such property, in which case there shall be an equitable adjustment of the purchase price.

e. DESCRIPTION. The above description of the property is subject to such modifications as may be necessary to conform to the survey (if any) made by the agents of the Government.

f. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

g. GRATUITIES. (1) The Government may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this agreement if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the Government with a view toward securing this agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement: Provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(2) In the event this agreement is terminated as provided in Paragraph (1) hereof, the Government shall be entitled (i) to pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the Vendor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the value of gratuities offered or given by or from any employee or officer of the Government by the Vendor.

(3) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

h. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the purchase price the full amount of such commission, percentage, brokerage, or contingent fee. The Government agrees that this covenant shall not apply to licensed real estate agents performing their normal functions.

i. NUMBER. Wherever the context thereof requires, the singular number as used herein shall be read as plural.

j. REPRESENTATIONS. All terms and conditions with respect to this agreement of purchase are expressly contained herein and the Vendor agrees that no representative or agent of the Government has made any representation or promise with respect thereto not expressly contained or incorporated by reference or attachment herein.

k. ADDITIONAL PROVISIONS. Additional provisions incorporated by attachment or reference and forming a part of this agreement: None
9. NAVY IDENTIFICATION AND ACCOUNTING DATA

9A. NAME AND ADDRESS OF NAVAL ACTIVITY

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190

9B. LOCAL GOVERNMENT REPRESENTATIVE (Activity and address)

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director of Real Estate Services

9C. PAYMENT TO BE MADE BY (Activity and address)

Pioneer Title Agency, Inc.
112 N. Elden Street
Flagstaff, AZ 86001

9D. PARCEL NO.

116-05-021F

9E. Contract No.

N6247319RP00107
Escrow #: 90300489

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NAVFAC 11011/14 (Rev. 11-97)
Recording requested by and when recorded mail to:

United States of America
Commanding Officer
Naval Facilities Engineering Command SW
1220 Pacific Highway, Real Estate Department
San Diego, CA 92132-5190

Exempt from Recording Fee (Government Code A.R.S. § 11-475 A2)
Exempt from Documentary Transfer Tax (Rev. & Taxation Code A.R.S. § 11-1134 A3)

GRANT DEED OF RESTRICTIVE USE EASEMENT

THIS GRANT DEED OF RESTRICTIVE USE EASEMENT, is made by and between Coconino County, a Political Subdivision of the State of Arizona (hereinafter referred to as the “Grantor or Owner”) and the United States of America, acting by and through the Department of the Navy (hereinafter referred to as the "Grantee"), in accordance with the terms and conditions set forth herein, and is effective as of the date of execution of that certain Grant Deed by which Grantor acquires fee simple title in the Property (hereinafter defined). The nature and purpose of the Restrictive Use Easement and the extent of the restrictions on the Property (as defined below) are as described in the following provisions:

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple interest on a total of approximately eighty (80) acres of real property, specifically Assessor Parcel Number 116-05-021F, located in the City of Flagstaff, Coconino County, Arizona, (“Property”). The Property is described in Exhibit “A,” attached hereto and incorporated by this reference; and

WHEREAS, it is in the public interest to protect open space in the vicinity of Naval Observatory Flagstaff Station (“NOFS”) and to prohibit residential, commercial, and industrial development and to restrict uses of land in said vicinity that may otherwise be incompatible with protecting NOFS from future development that may impact training, operations, and readiness.

WHEREAS, Grantor and Grantee have entered into an agreement pursuant to Title 10 U.S.C. Section 2684a to acquire an interest in the Property to pursue mutually compatible goals of restricting development and conservation of ecologically significant lands; and

Attachment #1
Page 1 of 10
WHEREAS, to effectuate the intentions of the parties, Grantor is granting to Grantee a perpetual and irrevocable Restrictive Use Easement over the Property, which, in addition to the other rights conveyed, will extinguish irrevocably and perpetually the right of Grantor and Grantor’s heirs, successors, and assigns to develop the Property except as expressly permitted in this Restrictive Use Easement.

NOW THEREFORE, in consideration of Five Hundred Thousand Dollars (\$500,000.00) and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a Restrictive Use Easement in perpetuity over the Property, which is shown in Exhibit “A,” of the nature and character and to the extent set forth herein.

1. **Purpose.** The purpose of this Restrictive Use Easement is to prohibit residential, commercial, and industrial development and/or uses of the Property that would be otherwise incompatible with the military’s current or future military training, testing or operations.

2. **Rights of Grantee.** To accomplish the purpose of this Restrictive Use Easement, the following rights are conveyed to Grantee by this Restrictive Use Easement:

   a. **Enforcement of Prohibitions.** To prohibit development and/or use of the Property that would otherwise be incompatible with the mission of the Installation, as defined herein;

   b. **Right of Entry.** To enter upon the Property at reasonable times and with reasonable notice to monitor compliance with and enforce the terms of this Restrictive Use Easement; provided that such entry shall be upon reasonable notice to Grantor (reasonable notice shall consist of written notice ten (10) calendar days prior to the desired inspection date), except when a threat of imminent harm of personal injury or property damage exists, and the Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

   c. **Prevention of Activities and Restoration of Property.** To prevent any activity on or use of the Property that is not permitted by the Restrictive Use Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent condition, activity, or use that is not permitted.

   d. Nothing in this Restrictive Use Easement shall be construed to infer that the Property may be used for military training purposes either now or in the future.

3. **Baseline Report.** Grantor and Grantee shall retain copies of the Baseline Report. The Baseline Report may be used to establish that a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Restrictive Use Easement. The Baseline Report is to identify the existing condition and current use of the Property. The Baseline Report, which consists of reports, maps, photographs and other documentation, provides an accurate representation of the Property as of the date of this Restrictive Use Easement. The purpose of the Baseline Report is to serve as a baseline for monitoring compliance with the terms of this Restrictive Use Easement. Grantor and Grantee acknowledge that it is accurate as of the date of this Restrictive Use Easement.

Attachment #1
Page 2 of 10
4. **Prohibited Uses.** Any activity or use of the Property inconsistent with the purpose of this Restrictive Use Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

   a. **Human Habitation.** Except as provided in Section 5.a. below, the Property may not be used for human habitation, including but not limited to, temporary accommodations such as cabins, trailers, RVs, tents, etc. Except as provided in Section 5.a. below, constructing or placing any temporary or permanent structure, facility, or improvement for the purpose of human habitation is prohibited.

   b. **Subdivision.** The division, subdivision or *de facto* subdivision or partition of the Property is prohibited. The Property is currently comprised of one (1) legal parcel, identified by one (1) assessor parcel number with fee title held by Grantor. Any development rights held by Grantor, as Owner of the property, whether existing or arising out of future zone changes, are hereby surrendered by Grantor except as provided in this Restrictive Use Easement. Grantor/Owner(s) will not apply for, or otherwise seek recognition of additional legal parcels, lots or structures within the Property.

   c. **Uses.** Except as provided in Section 5 below, any and all commercial uses, any and all residential uses, and any and all industrial uses are prohibited. Commercial use is defined as any use of the Property involving the exchange of money, or consideration, for use thereof.

   d. **Construction.** Construction of any residential and/or commercial and/or agricultural and/or industrial-related structures, except for those permitted by Section 5 of this Restrictive Use Easement. New construction of any structure or edifice, including but not limited to buildings, antennas, towers, power or telephone wires and any other additions to, or alterations of the Property are prohibited, except for those improvements or alterations reasonably related to the allowed uses of the Property (including the rebuilding of structures after loss or damage by casualty) defined within Sections 4 and 5 herein.

   e. **Height Limits.** No structure, building, antenna tower or other obstruction may exceed fifty (50) feet above ground level.

   f. **Lighting.** No lighting shall be permitted that may be dangerous, distracting, or misleading to telescopes operating from the Installation or that may degrade the operational view-shed or otherwise increase sky-brightness.

   g. **Other Hazards.** No activities or operations of any type shall be permitted that produce excess light, particulate matter, or heat sources that have the potential to degrade operational view-shed from the Installation and/or its Areas.

   h. **Waste Removal.** Grantor shall not permit trash, refuse, vehicle bodies, rubbish, debris, junk, waste, garbage, sewage, hazardous or toxic substances, household garbage, or other unsightly material to be placed on the Property. This provision does not prohibit burning or
composting of excess brush or other plant material resulting from activities permitted herein; nor does this prohibit storage of waste incidental to allowable operations on the Property. Disposal of any waste materials generated by activities permitted under this Restrictive Use Easement shall be in accordance with any Federal, State, and local laws and regulations.

5. Permitted Uses. The following uses are permitted with the following restrictions:

   a. **Improvements.** The Property may be improved by limited roads and structure(s) necessary for property maintenance, subject to the restrictions of Section 4.

   b. **Passive Recreation.** Non-commercial, public recreational activities including, but not limited to, hiking, horseback riding, bicycle riding, and bird watching that require minimal or no improvements to the Property.

   c. **Fire Prevention.** Thinning flammable vegetation on the Property is authorized as necessary to maintain defensible space to protect all structures and facilities to maintain the Property’s safe environment and operating conditions.

   d. **Fences.** Construction of fencing is permitted where reasonably necessary for the permitted uses hereunder.

   e. **Signs.** Erection and maintenance of a sign or other appropriate marker at a location on the Property indicating property ownership or similar information.

   f. **Right to Transfer.** Subject to Section 10, transfer of the Property to the State, a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal.

   g. **Conservation Activities.** Uses of the Property for wildlife habitat preservation, restoration, management, education, control of predatory and problem animals by the use of selective control techniques, and research that are consistent with the military training mission and primary functions of the Installation in accomplishing its mission. The natural condition existing on the Property as of the date of this Restrictive Use Easement is deemed consistent with the military training mission and primary functions of NOFS in accomplishing its mission.


   a. **Notice of Intent to Undertake New Uses and/or Construction.** Grantor shall notify Grantee in writing not less than ninety (90) calendar days prior to the date that Grantor intends to undertake any actions that may have an adverse impact on the purpose of or rights granted to Grantee under this Restrictive Use Easement and applicable law. Whenever Grantor plans to undertake a new use or perform new construction on the Property, including any new improvement authorized in Section 5 above, Grantor will notify Grantee in writing by certified mail not less than ninety (90) calendar days prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material...
aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of or the rights granted to Grantee under the Restrictive Use Easement.

b. **Grantee's Response.** Within ninety (90) calendar days of receipt of the request, Grantee will grant or withhold approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would have an adverse impact on the purposes of or rights granted to Grantee under this Restrictive Use Easement and applicable laws and regulations or would otherwise be inconsistent with this Restrictive Use Easement.

7. **Grantee’s Discretion.** Enforcement of the terms of this Restrictive Use Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

8. **Enforcement and Remedies.** Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restrictive Use Easement. Grantor or subsequent owner(s) of the Property, as applicable, agree to provide and execute any instruments appropriate or necessary to enforcing this Restrictive Use Easement. Grantee has the right to enforce the provisions of this Restrictive Use Easement by proceedings at law or in equity and to prevent or remedy violations through appropriate judicial action brought against Grantor or other responsible parties in a court of competent jurisdiction.

   a. **Violations: Notice and Injunctive Relief.**

      (1) Except as permitted in Subsection 8.a.(2) below, if Grantee determines that there is a violation of the terms, conditions, or obligations created by this Restrictive Use Easement or that a violation is threatened, Grantee shall give written notice to Grantor. The notice shall identify the violation or threatened violation. Where known to Grantee, the notice shall identify corrective action necessary to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with this Restrictive Use Easement, the notice may demand restoration of the portion of the Property so injured. Grantor shall be afforded ninety (90) days from the receipt of Grantee’s notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. If Grantor fails to cure the violation within the ninety (90) day period after Grantee gives notice, or under circumstances where the violation cannot reasonably be cured within the ninety (90) day period as determined by Grantee, if Grantor fails to begin curing the violation during that period, or if Grantor does not continue diligently to cure the violation until finally cured, or as otherwise provided in this Restrictive Use Easement, Grantee may first attempt mediation or arbitration with Grantor and/or Grantee may bring an action at law or in equity to enforce the terms of this Restrictive Use Easement.

      (2) If Grantee, in its sole discretion, determines that an ongoing or imminent violation could irreversibly diminish or impair the open space character of the Property, Grantee
may pursue its remedies under this Section, including but not limited to, ex parte judicial relief, without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee shall have the right to seek injunctive relief pursuant to this Section if, in Grantee’s reasonable discretion, an injunction is required to prevent the irreversible and material impairment of the purposes of or rights granted to Grantee under this Restrictive Use Easement and applicable law or otherwise to enforce this Restrictive Use Easement.

b. **Damages.** Grantee is entitled to recover damages from Grantor for violation of the terms of this Restrictive Use Easement.

c. **Equitable Remedies.** Grantee’s rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Restrictive Use Easement. Grantor and Grantee expressly agree that the Property is unique and that a violation of this Restrictive Use Easement, and the ensuing harm or alteration of the Property, may result in damages that are irremediable and not subject to quantification. Grantor agree that Grantee’s remedies at law for a violation of the terms of this Restrictive Use Easement may be inadequate and that Grantee is entitled to seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Restrictive Use Easement. Grantee’s remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity. Equitable relief may include restoration of the Property to the condition that existed prior to the injury.

d. **Acts Beyond Grantor’s Control.** Grantee may not bring any action against Grantor for any change to the Property resulting from causes beyond Grantor’s control, such as changes caused by fire, flood, storm, earth movement, or natural deterioration, or resulting from prudent action taken in good faith under emergency conditions to prevent or mitigate damage from such causes.

e. **Right to Report.** In addition to other remedies, Grantee has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

f. **Breach.** Upon any breach of a term of this Restrictive Use Easement, Grantee may exercise any or all of the following remedies, including:

1. Requiring that the Property be restored promptly to the condition required by this Restrictive Use Easement.

2. Taking necessary actions to correct the non-compliance. Upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance.

3. Instituting suits to enjoin any breach or enforce any term by injunction. The Grantee’s remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Restrictive Use
Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

(4) Enforcing abatement procedures to return the Property into compliance as productive land.

If Grantor is found to have breached any of the obligations under this Restrictive Use Easement, Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee to cure or abate such breach, including court costs and attorney fees.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property, except as such costs or liabilities shall have resulted from the acts of Grantee or Grantee's agents or contractors.

10. Subsequent Transfers. Grantor agree to incorporate the terms of this Restrictive Use Easement by reference in any deed or other legal instrument by which Grantor divest themselves of any interest, including but not limited to, a fee title or leasehold interest in the Property. Grantor further agree to incorporate a requirement in any deed or legal instrument to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer.

11. Notices. Any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor: Coconino County
Attn: County Manager
219 East Cherry Avenue
Flagstaff, AZ 86001-4695

To Grantee: Commanding Officer
Naval Facilities Engineering Command Southwest
Real Estate Department
1220 Pacific Highway, Bldg 127
San Diego, CA 92132-5190

or to such other address as either party may designate by written notice to the others.

12. Recordation. Grantor shall record this Restrictive Use Easement in a timely manner in the official records for the county in which the Property is located. Grantee may re-record this Restrictive Use Easement or any other documents necessary to protect its rights under this Restrictive Use Easement or to assure the perpetual enforceability of this Restrictive Use Easement.

13. Severability. If any provision of this Restrictive Use Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this

Attachment #1
Page 7 of 10
Restrictive Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14. **Restrictive Use Easement Runs with the Land.** The covenants, terms, conditions, and restrictions of this Grant of Restrictive Use Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Property; without limiting the generality of the foregoing, subsequent owner(s) shall take title to the Property subject to the terms of this Grant of Restrictive Use Easement.

15. ** Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the conveyance of a Restrictive Use Easement in the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Restrictive Use Easement, all of which are merged herein.

16. **Controlling Law.** The interpretation and performance of this Restrictive Use Easement shall be governed by applicable laws of the United States of America.

17. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Restrictive Use Easement shall be liberally construed in favor of the grant to effect the purpose of this Restrictive Use Easement and the policy and purpose of 10 U.S.C. Section 2684a, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Use Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Exhibit “A” – Legal Description and Property Map
Exhibit “B” – Baseline Report
IN WITNESS WHEREOF, Grantor has executed this Restrictive Use Easement on the
day and the year written above.

Dated: ______________, 2019

COCONINO COUNTY,
a Political Subdivision of the State of Arizona

By: ______________________________

Title: ____________________________

STATE OF ARIZONA)

: ss.

County of Coconino)

On this _____ day of ______, 2019, before me, __________________________, a notary
public, personally appeared __________________________, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person, or entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____________________________
Notary Public Notarial Seal
IN WITNESS WHEREOF, Grantee hereby accepts this Restrictive Use Easement.

Dated: ________________, 2019

Accepted:

UNITED STATES OF AMERICA
Department of the Navy

By: _________________________
    DAVID B. BIXLER
    Real Estate Contracting Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
    ss.

County of San Diego)

On this _____ day of ________, 2019, before me, __________________________, a notary public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____________________________
Notary Public

_____________________________
Notarial Seal
Schedule B – Section II
Exceptions

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year: 2018

2. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.

4. Reservations, exceptions, covenants, conditions and rights reserved or imposed in Deed from Santa Fe Pacific Railroad Company:

   Recorded in Book 11 of Deeds
   Page 632.

5. MATTERS SHOWN ON SURVEYS:

   Recorded in Book 2 of Surveys
   Pages 11 through 17.

6. Easements and rights incident thereto, as set forth in instrument:

   Recorded in Docket 940
   Page 5
   Re-recorded in Docket 967
   Page 910
   Purpose Road.

7. Water rights and possible easements for delivery of water disclosed by Certificate of Water Right:

   Recorded in Docket 1019
   Page 149.
   By the use of this exception the company does not limit the generalities of Part 1 of Schedule B of any policy of title insurance.

8. Any boundary discrepancies, shortages in area to encroachments, which exist or may arise by reason of subject property being bounded by U. S. Forest Service Lands.

9. Any rules and regulations prescribed by the Secretary of Agriculture concerning the use of National Forest Service Roadway System road which provides partial access to the within described property, as provided for in 16 U.S.C. 478.
LEASE - PURCHASE AGREEMENT  
(Rogers Lake Miller Property)

This Lease - Purchase Agreement (the "Agreement") is entered into between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation qualified to transact business in Arizona as TPL-Arizona, Inc. (hereafter, referred to as "Lessor" or "Seller"), and the COUNTY OF COCONINO, ARIZONA, a political subdivision of the State of Arizona (hereafter referred to as the "County", "Lessee", or "Buyer").

RECITALS

A. The County has identified certain real property in Coconino County, Arizona more particularly described in Exhibit "A" attached hereto and by reference incorporated herein (hereafter, the "Property") as property the County desires to obtain for open space, public recreation and conservation uses;

B. Lessor intends to purchase the fee simple title to the Property for the purpose of entering into a Lease - Purchase Agreement with the County; and

C. The County and Lessor mutually desire to enter into a Lease - Purchase Agreement for the Property whereby the County will lease and purchase the Property from Lessor.

D. The County has had full opportunity to review title to the Property and the environmental condition of the Property, and to conduct any and all inspections of the Property which it has desired to undertake, and the County is fully satisfied therewith.

E. The County is authorized to enter this Agreement pursuant to A.R.S. § 11-251.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the County and Lessor have entered into this Agreement on the terms and conditions as set forth below.

1. LEASE TERM. Lessor hereby leases to Lessee the Property for Lessee's use for open space, public recreation and conservation purposes for a term of nine (9) months commencing on May 21, 2019 and ending on February 21, 2020 (the "Lease Term") or until the payments necessary to purchase the Property in whole are made, whichever occurs first.

2. LEASE PURCHASE PAYMENTS.

   (a) Lessee agrees to pay to Lessor the following amounts as lease payments towards the purchase of the Property:

      (i) On or before May 21, 2019, the sum of $325,000 (the "Initial Payment") to be deposited into escrow with Escrow Holder (as defined hereinafter) for release to Lessor upon the closing of Lessor’s purchase of the Property from its current owner;
(ii) On or before January 21, 2020, the sum of $675,000, plus an additional amount equal to the prime rate plus two percent as determined by Bank of America, N.A., and as such rate may be adjusted from time to time on the date of adjustment (the “Interest Rate”) times $1,175,000 from May 21, 2019 to and through January 21, 2020 (the "Second Payment");

(iii) On or before February 21, 2020, the sum of $500,000, plus an additional amount equal to the Interest Rate times $500,000 from January 21, 2020 to and through February 21, 2020 (the "Final Payment"). Lessee contemplates that this Final Payment will come from the sale of a restrictive use easement on the Property to the Navy to close simultaneously with Lessee’s purchase of the Property at the closing defined in Paragraph 26.

(b) The amounts are payable in cash by wire transfers directed by Lessor. At least five business days before the Second Payment and Final Payment are due, Lessor shall provide Lessee with a written statement showing the amount of the lease payment including the calculation of the accrued interest component.

(c) Lessee agrees that it shall pay interest to Lessor on any payment not made when due at the rate of eight percent (8%) per annum calculated on a daily basis for each day after the day payment was due.

(d) Lessor and Lessee agree that should Lessee fail to pay any amount when due, Lessor may declare Lessee in default and terminate this Agreement in accordance with Paragraph 13 below.

(e) Lessee may choose to prepay any amount due hereunder at any time. If Lessee elects to make a partial or full prepayment, Lessee shall be credited for any unearned lease payment or portion thereof reflected in the payment sums in Paragraph 2 (a) above and the interest amounts shall be adjusted to reflect the actual outstanding lease balance and borrowing period.

(f) Lessor may choose to have the lease payment assigned to a third party.

(g) Promptly upon receipt of the Final Payment, the parties shall close the purchase and sale transaction in accordance with Paragraphs 26 and 27 below.

3. RIGHTS OF LESSOR UPON CANCELLATION OR TERMINATION. Upon cancellation or termination of this Agreement for any reason Lessee shall have no rights in the Property, and Lessor is free to retain or sell and convey the Property as it elects.

4. ADDITIONAL RENT. The term Additional Rent shall mean all payments due to Lessor under this Agreement excluding the payment amounts referenced in Section 2 (a) above.

5. QUIET ENJOYMENT. Upon payment by Lessee of the amounts herein provided, and upon the observance and performance of all terms, provisions, covenants and conditions on

LEASE PURCHASE AGREEMENT - Page 2
Lessee's part to be observed and performed (subject to any applicable grace period), Lessee shall, subject to all of the terms, provisions, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Property for the Lease Term.

6. **MAINTENANCE OF PROPERTY/INSURANCE.**

   (a) The Parties acknowledge that on the effective date hereof the Property is vacant and there are no buildings or other improvements on the Property. Lessee will make no material alterations or additions in or to the Property without the prior written consent of Lessor. Lessee shall not initiate or engage in any activities which would cause the value of the Property to be diminished in any way.

   (b) Lessee is self-insured and hereby agrees to and shall self-insure the Property and all portions thereof and all of its activities and operations on or affecting the Property or any portion thereof during the Term hereof. Lessee shall be solely responsible for its activities and operations during the Lease Term. Lessee shall have full control over the Property during the Lease Term unless this Agreement is terminated in accordance with its terms. Lessee shall be fully and solely responsible for any and all liabilities arising from or in connection with Lessee's control and operation of the Property or any portion thereof during the Lease Term. Lessee does not hereby waive any protections or immunities which it has available to it under law.

7. **GOVERNMENTAL REQUIREMENTS.** Lessee shall faithfully observe all applicable municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force in its use of the Property.

8. **AS IS.** Lessee acknowledges that it has made all such inspections of the Property as it deems necessary, and accepts the Property in "AS IS" condition. Lessee is fully satisfied that it has all requisite and necessary access to the Property for Lessee's purposes and is not relying upon any representations, covenants or warranties from Lessor in connection therewith.

9. **MECHANIC'S LIENS.** Lessee shall not create or permit to be created or to remain, and shall promptly discharge, at its sole cost and expense, any mechanics or materialmen's lien upon the Property, or any part thereof.

10. **ASSIGNMENT OR SUBLETTING.** Lessee shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease or the Property or any part thereof, or permit the Property to be occupied by other persons other than for open space, public recreation, or conservation purposes, without the prior written consent of Lessor. Lessee agrees that this Agreement and the option to purchase contained herein may not be assigned to any entity or person other than an agency of government or an entity holding tax exemption pursuant to Section 501(c)(3) of the Internal Revenue Code. Lessor shall have no obligation to consent to any assignment. Lessee shall not be permitted to sublet the Property. Any assignment, subletting, hypothecation, pledging or other disposition of Lessee's interest hereunder, in violation of the terms hereof shall be deemed null and void, and shall constitute an act of default hereunder.

**LEASE PURCHASE AGREEMENT - Page 3**
11. **SUCCESSORS AND ASSIGNS.** All terms, provision, covenants and conditions to be observed and performed by Lessee shall be applicable to and binding upon Lessee's respective administrators, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Lessee as provided herein. All express covenants of this Lease shall be deemed to be covenants running with the land.

12. **ATTORNEYS' FEES AND ARBITRATION.** If either party allegedly defaults in the performance of any of the terms, provisions, covenants and conditions of this Agreement and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon such defaults, then the prevailing party shall be entitled to receive from the other reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any arbitration, litigation or appeal and any other costs of collection), and in enforcement of any remedy.

13. **DEFAULT.** All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude another or any other right or remedy provided by law.

   (a) If Lessee fails to pay any rental payment or other amounts payable under this Agreement when due, or if Lessee should fail to perform any other of the material covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, Lessor shall first provide Lessee with written notice of the failure and provide Lessee with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a forty-five (45) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder, but is a failure not capable of being cured within a forty-five (45) day period, Lessee shall be afforded a reasonable period of time to cure the failure, provided that Lessee immediately commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

   (b) If Lessee does not cure its default within the applicable cure period therefor, Lessor may declare the Lease Term of this Agreement ended and reenter the Property and take possession thereof.

14. **NON-WAIVER OF DEFAULT.** Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver by Lessor shall affect any default other than the default specified in such waiver and that only for the time and extension therein stated.

15. **RIGHT OF ENTRY.** Lessor or Lessor's representative may, upon three (3) days prior written notice, enter upon any part of the Property for the purpose of determining whether the
conditions and covenants contained in this Agreement are being kept and performed.

16. **CONDITION OF PREMISES ON TERMINATION OF LEASE.** In the event Lessee does not acquire title to the Property, Lessee agrees to surrender to Lessor, at the end of the Lease Term Agreement or as provided in Paragraph 3 (b) and/or upon any cancellation of this Agreement, said Property.

17. **SIGNS.** Lessor shall have the right to install signs on the Property reflecting Lessor's ownership, in accordance with applicable codes and ordinances.

18. **INVALIDITY OF PROVISION.** If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19. **TIME OF ESSENCE.** It is understood and agreed between the parties hereto that time is of the essence of all the terms, provision, covenants and conditions of this Agreement.

20. **MISCELLANEOUS.** The terms Lessor and Lessee, as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, successors, administrators, and/or assigns wherever the context so requires or admits. The terms, provision, covenants and conditions of this Agreement are expressed in the total language of this Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement. Any formally executed addendum or rider to or modification of this Agreement shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein.

21. **EFFECTIVE DATE.** Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Property. This instrument becomes effective as an agreement upon execution and delivery by both Lessor and Lessee, and the payment by Lessee of all sums payable at execution of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Lessor and Lessee. No surrender of the Property, or of the remainder of the Lease Term, shall be valid unless accepted in writing by a duly authorized officer or agent of Lessor. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

23. **BROKERAGE.** Lessor and Lessee represent and warrant that neither party has dealt with any real estate broker in connection with this Agreement.

**LEASE PURCHASE AGREEMENT - Page 5**
24. **NOTICES.** All notices, demands, requests or other communications permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered by the date called for under this Agreement, or mailed, first class, postage prepaid, certified, mail, return receipt request, addressed as follows:

IF TO LESSOR - SELLER:

The Trust for Public Land  
607 Cerrillos Road, Suite F-1  
Santa Fe, NM 87505  
Attn: Michael Patrick

IF TO LESSEE - BUYER:

Coconino County  
219 East Cherry Avenue  
Flagstaff, AZ 86001-4695  
Attn: County Manager

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

26. **CLOSING.** The purchase and sale transaction contemplated by this Agreement shall be closed upon receipt of the Final Payment (the “Closing”) by escrow through the office of First American Title Company in Phoenix, Arizona (the “Escrow Holder”). Seller shall deliver to Escrow Holder at closing the following documents, prepared by Seller’s counsel:  
(i) a special warranty deed to the Property subject only to those matters listed on Exhibit “B” attached hereto and incorporated herein by reference;  
(ii) an owner’s affidavit attesting to the absence of mechanic’s or materialmen’s liens arising from work or materials contracted for by Seller; and  
(iii) Foreign Investment and Real Property Tax Act (FIRPTA) and such other instruments and documents as Buyer’s counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement.

Possession of the Property shall pass to Buyer at the time of Closing.

27. **CLOSING EXPENSES AND PRORATIONS.** The cost of recording the deed shall be borne by Seller. Buyer shall pay for any title insurance it desires. Real property taxes on the Property shall be prorated as of the close of escrow based on the latest available tax bill. Any escrow fees shall be divided equally between the parties. All other expenses shall be paid by the party incurring the same.

28. **SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of

**LEASE PURCHASE AGREEMENT - Page 6**
Closing. Seller has full power and authority to enter into this Agreement and, upon receipt of the appropriate corporate resolutions of its Board of Directors, to convey title to the Property in accordance with this Agreement.

29. **REMEDIES UPON DEFAULT.** In the event Seller defaults in the performance of any of Seller’s obligations under this Option to Purchase, Buyer shall have as its only remedy the right to sue for specific performance. In the event Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have the right to retain or to sell the Property to a third party, and to sue for damages for all losses resulting from Buyer’s breach.

30. **CONDITION OF PROPERTY.** Buyer acknowledges that Seller has previously provided Buyer with a title commitment issued by Escrow Holder (First American Title Insurance Company File No. NCS-908896) and a phase one environmental site assessment (performed by Wasatch Environmental, Inc. and dated November 2, 2018) covering the Property. Buyer confirms that Buyer is fully satisfied with title to the Property and the environmental condition of the Property. Additionally, Buyer has reviewed and approved an appraisal of the Property provided by Seller and performed by CBRE Inc. (with an effective date of valuation of June 30, 2018).

31. **CONDITIONS PRECEDENT TO LESSOR’S DUTIES TO PERFORM UNDER THIS AGREEMENT.** Lessor shall have no duty to perform under this Agreement unless and until each of the following conditions precedent has been fulfilled:

   (a) Lessor has acquired fee simple title to the Property;

   (b) This Agreement has been approved by resolution of Lessor's Board of Directors or authorized committee.

32. **AUTHORITY.** Each person executing this Agreement on behalf of Lessor - Seller or Lessee – Buyer warrants that he/she has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable him/her to properly execute this Agreement and to bind the entity whom he/she represents in accordance with the terms hereof have been followed and/or secured.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year of the last party signing below.

THE TRUST FOR PUBLIC LAND

By:_______________________________

Title:______________________________

Date:______________________________

COCONINO COUNTY, ARIZONA,
a political subdivision of the State of Arizona

By: ________________________________
    Art Babbott, Chair, Count Board of Supervisors

APPROVED AS TO FORM:

By: ________________________________
    ______________________, County Attorney

Attest:

___________________, County Clerk

LEASE PURCHASE AGREEMENT - Page 8
EXHIBIT “A”

PROPERTY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 21 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH FOREST SERVICE ALUMINUM CAP IN 3 FOOT STONE DIAMETER STONE MOUND STAMPED "T21N R6E, SC S33/S34/S3", FROM WHICH A FOUND 3 INCH BRASS CAP IN STONE MOUND STAMPED "US DEPT OF THE INTERIOR, T21N,R6E, S28/S27/S33/S34, 1968" BEARS NORTH 00°19'51" WEST, A DISTANCE OF 5389.28 FEET;

THENCE SOUTH 89°12'08" WEST, A DISTANCE OF 2643.31 FEET TO A FOUND 3 INCH BRASS CAP STAMPED "US DEPARTMENT OF AGRICULTURE FOREST SERVICE, T21N R6E, ¼ S33, LS 9431, 1975" AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°55'39" WEST, A DISTANCE OF 2654.56 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION) (SOUTH 89°54'44" WEST, 2654.96 FEET PER RECORD OF SURVEY RECORDED IN BOOK 2 OF LAND SURVEYS, PAGE 11, RECORDS OF COCONINO COUNTY, ARIZONA, HEREFIN REFERRED TO AS R1). (SOUTH 89°44'42" WEST, 2654.84 FEET PER RECORD OF SURVEY RECORDED AS FEE NO. 3580086, RECORDS OF COCONINO COUNTY, ARIZONA, HEREFIN REFERRED TO AS R2), TO A FOUND SAND STONE POST WITH CHISELED X, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED "LS 13010 LS 11369 ARENCO" BEARS NORTH 00°03'45" EAST (NORTH 00°06'30" EAST R2), A DISTANCE OF 1651.60 FEET;

THENCE NORTH 00°03'45" EAST (NORTH 00°06'30" EAST R2), A DISTANCE OF 1314.75 FEET TO A SET ½ INCH REBAR AND ALUMINUM CAP STAMPED "RLS 41502" IN A STONE MOUND FROM WHICH A 1 INCH IRON PIPE IN A STONE MOUND BEARS NORTH 00°03'45" EAST (NORTH 00°06'30" EAST R2), A DISTANCE OF 1327.91 FEET;

THENCE NORTH 89°55'39" EAST, A DISTANCE OF 2646.51 FEET TO A SET ½ INCH REBAR AND ALUMINUM CAP STAMPED "RLS 41502" IN A STONE MOUND, FROM WHICH A FOUND 12 INCH BY 12 INCH STONE POST BEARS NORTH 00°17'18" WEST, A DISTANCE OF 1217.19 FEET;

THENCE SOUTH 00°17'18" EAST, A DISTANCE OF 1314.76 FEET TO THE TRUE POINT OF BEGINNING.
EXHIBIT “B”

EXCEPTIONS

1. Taxes for the full year of 2018. (The first half is due October 1, 2018 and is delinquent November 1, 2018. The second half is due March 1, 2019 and is delinquent May 1, 2019.)

2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.

3. Covenants, Conditions and Restrictions as set forth in document recorded in Book 11 of Deeds, Page 632, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. All matters as set forth in Plat of the Right of Way Survey, Road No. 4231, recorded in Book 2 of Surveys, Page 14 and in Plat of the Right of Way Survey, Road No. 4231 and Partial Resurvey of Sections 33 and 34, A Portion of the Coconino National Forest Property Line, recorded as Book 2 of Surveys, Page 14.

5. An easement for road and incidental purposes in the document recorded as Docket 940, Page 5 and re-recorded in Docket 957, Page 910.

6. Water rights and possible easements for delivery of water disclosed by Certificate of Water Right recorded in Docket 1019, Page 149.

7. This item has been intentionally deleted.

8. This item has been intentionally deleted.

9. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by ______ on ______, designated Job Number ______: ____________

10. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

   NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

11. Water rights, claims or title to water, whether or not shown by the public records.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing and recommendation to the Arizona Department of Liquor Licenses regarding an application for a New Application of a Series 012 (Restaurant) Liquor License to Lauren Kay Merrett, for Agee's Barbecue Market LLC, located at 17730 S. Munds Ranch Road, Munds Park, AZ.

RECOMMENDED MOTION:

Approve a recommendation of approval to the AZ Department of Liquor Licenses and Control regarding an application for an New Liquor License of a Series 012 (Restaurant) to Kay Merrett, for Agee's Barbecue Market LLC, located at 17730 S. Munds Ranch Road, Munds Park, AZ.

BACKGROUND:

Agee's Barbecue Market is located in District 3 in Munds Parks. A completed application for a new liquor license was received by the Clerk of the Board from the AZ Department of Liquor Licenses.

A notice and copy of the application was posted at the location for 20 days and the Clerk’s Office did not receive comments during that time. The statute directs the Clerk to receive comments for filing only within the 20-day comment period, but also states, “This subsection shall not be construed to prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.” ARS 4-201(B)

All applications for liquor licenses in the unincorporated areas of the County are reviewed by the Sheriff’s Office, Health District, Community Development Department, and the Risk Manager. They do not have concerns with the application.

The Board is required to consider and make recommendation on this application. The recommendation may be to approve, disapprove, or offer a "no-recommendation" decision on the application. The action must take place within sixty (60) days of the filing of the application.
The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval is attached to the order filed with Department of Liquor, Licenses, and Control. All petitions submitted to the governing body within the twenty-day period for filing protests are also sent to the Director with the certified copy of the order.

The Board is asked to consider certain criteria as part of its review of the application. The criteria in Administrative Rules R19-1-702, Granting a License for a Certain Location are copied below.

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

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.

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

LIQUOR STORE - SERIES 012:

This non-transferable, on-sale retail privileges liquor 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. Failure to meet the 40% food requirement shall result in revocation of the license.
ALTERNATIVES:

The Board may make a finding for approval, disapproval, or “no recommendation.” The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

FISCAL IMPACT:

The County receives revenue from the sale and renewal of liquor licenses as well as sales tax revenue from the sale of the alcohol.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
### License

<table>
<thead>
<tr>
<th>Number:</th>
<th>012 RESTAURANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>AGEE'S BARBECUE MARKET</td>
</tr>
<tr>
<td>State:</td>
<td>Pending</td>
</tr>
<tr>
<td>Issue Date:</td>
<td></td>
</tr>
<tr>
<td>Original Issue Date:</td>
<td></td>
</tr>
</tbody>
</table>
| Location: | 17730 S MUNDS RANCH ROAD  
MUNDS PARK, AZ 86017  
USA |
| Mailing Address: | 736 S LONGMORE STREET  
CHANDLER, AZ 85224  
USA |
| Phone: | (928)286-0997 |
| Alt. Phone: | (602)738-1421 |
| Email: | MERECOINC@GMAIL.COM |

### Agent

| Name: | LAUREN KAY MERRETT |
| Gender: | Female |
| Correspondence Address: | 736 S LONGMORE STREET  
CHANDLER, AZ 85224  
USA |
| Phone: | (602)738-1421 |
| Alt. Phone: |  |
| Email: | MERECOINC@GMAIL.COM |

### Owner

| Name: | AGEE'S BARBECUE MARKET LLC |
| Contact Name: | LAUREN KAY MERRETT |
| Type: | LIMITED LIABILITY COMPANY |
| AZ CC File Number: | L21838880 |
| State of Incorporation: | AZ |
| Incorporation Date: | 05/04/2017 |
| Correspondence Address: | 736 S LONGMORE STREET  
CHANDLER, AZ 85224  
USA |
| Phone: | (602)738-1421 |
| Alt. Phone: |  |
| Email: | MERECOINC@GMAIL.COM |

#### Officers / Stockholders

| Name: | Title: | % Interest: |
AGEE’S BARBECUE MARKET LLC - MEMBER

Name: MATTHEW CARROLL AGEE
Gender: Male
Correspondence Address: 17430 S SAN CARLOS DRIVE
MUNDS PARK, AZ 85017
USA
Phone: (602)708-9883
Alt. Phone: (928)286-0997
Email: MCAGEE@YAHOO.COM

AGEE’S BARBECUE MARKET LLC - MEMBER

Name: BYRON SCOTT AGE
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (928)286-0997
Alt. Phone: S.AGE@YAHOO.COM

APPLICATION INFORMATION

Application Number: 47399
Application Type: New Application
Created Date: 01/08/2019

QUESTIONS & ANSWERS

012 Restaurant

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
   If yes, after completing this application, please go back to your Licensing screen, under New License Application choose “Interim Permit” from the drop-down window.
   No

2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   No
   A Document of type QUESTIONNAIRE is required.

5) Are you a tenant? (A person who holds the lease of a property; a lessee)
   Yes
   A Document of type LEASE is required.

6) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   Balance

Page 2 of 3
7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
8) Are you the owner?
   No
9) Are you a purchaser?
   No
10) Are you a management company?
    No
11) Is the Business located within the incorporated limits of the city or town of which it is located?
    No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   Coconino County
12) What is the total money borrowed for the business not including the lease?
    Please list lenders/people owed money for the business.
    Personal investment
13) Have you provided a diagram of your premises?
    No
14) Is there a drive through window on the premises?
    No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
    Contiguous
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
    Yes
    If yes, what is your estimated completion date?
    Premises is not yet licensed. Under construction est completion 4/15/2019
17) Have you provided a Restaurant Operation Plan form?
    No
    A Document of type RESTAURANT OPERATION PLAN is required.
18) Have you provided a Records Required for Audit form?
    No
    A Document of type RECORDS REQUIRED FOR AUDIT is required.

**DOCUMENTS**

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>FILE NAME</th>
<th>UPLOADED DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIAGRAM/FLOOR PLAN</td>
<td>Flattened AGEESNEWBUILDING.pdf</td>
<td>01/08/2019</td>
</tr>
<tr>
<td>QUESTIONNAIRE</td>
<td>Questionnaire All (Merged) (Merged).pdf</td>
<td>01/08/2019</td>
</tr>
<tr>
<td>RECORDS REQUIRED FOR AUDIT</td>
<td>Restaurant Audit Form.pdf</td>
<td>01/08/2019</td>
</tr>
<tr>
<td>RESTAURANT OPERATION PLAN</td>
<td>lic_restaurantoperationplan_access-1.pdf</td>
<td>01/08/2019</td>
</tr>
<tr>
<td>LEASE</td>
<td>Signed Lease Agreement.pdf</td>
<td>01/11/2019</td>
</tr>
<tr>
<td>MENU</td>
<td>Both menu (Merged) (Merged).pdf</td>
<td>01/11/2019</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>Question regarding premises phone number.pdf</td>
<td>01/11/2019</td>
</tr>
</tbody>
</table>
RESTAURANT OPERATION PLAN

DLLC USE ONLY LICENSE #

1. Name of restaurant (Please print): Agee's Barbecue Market

2. List by Make, Model, and Capacity of your: (If you attached a legible copy of your equipment list, only provide the following items:)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grill</td>
<td></td>
</tr>
<tr>
<td>Oven</td>
<td></td>
</tr>
<tr>
<td>Freezer</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td></td>
</tr>
<tr>
<td>Dish Washing Facilities</td>
<td></td>
</tr>
<tr>
<td>Food Preparation Counter (Dimensions)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:
   a. Restaurant dining area of your premises: [ ]
      (Do not include patio seating)
   b. Bar area of your premises: [+]
   c. Total dining and bar seating capacity of your premises: [=]

5. What type of dinnerware and utensils are utilized within your restaurant?
   - [ ] Reusable
   - [ ] Disposable
   - [X] Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? [X] YES [ ] No
   (If yes, what percentage of the public floor space does this area cover?) 10%

7. What percentage of your public premises is used primarily for restaurant dining?
   (Do not include kitchen, bar, hi-top tables, or game area.) 90%

8/11/2015
1. Name of restaurant (Please print): Agee's Barbecue Market

2. List by Make, Model, and Capacity of your: (If you attached a legible copy of your equipment list, only provide the following items;)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grill</td>
<td>None</td>
</tr>
<tr>
<td>Oven</td>
<td>Cooking Performance Group 536-n natural gas 6 burner 36&quot; range w/standard oven 210,000 btu</td>
</tr>
<tr>
<td>Freezer</td>
<td>None</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>Avantec 55-3R-HC 81&quot; solid door reach-in refrigerator 66.5 cu.ft.</td>
</tr>
<tr>
<td>Sink</td>
<td>Regency 17&quot;x15&quot; wall mounted hand sink with gooseneck faucet and side splash</td>
</tr>
<tr>
<td>Dish Washing Facilities</td>
<td>Regency 88&quot;x16 gauge stainless steel three compartment</td>
</tr>
<tr>
<td>Food Preparation Counter (Dimensions)</td>
<td>Uline stainless steel work table 72&quot;x30&quot;</td>
</tr>
<tr>
<td>Other</td>
<td>Vollnorth 72789 cayenne two pan countertop food warmer</td>
</tr>
</tbody>
</table>

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:
   a. Restaurant dining area of your premises:
   (Do not include patio seating) [ ] 72
   b. Bar area of your premises: [ ] 24
   c. Total dining and bar seating capacity of your premises: [ ] 96

5. What Type of dinnerware and utensils are utilized within your restaurant?
   □ Reusable      □ Disposable      □ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? □ Yes □ No (If yes, what percentage of the public floor space does this area cover?) ______%

7. What percentage of your public premises is used primarily for restaurant dining?
   (Do not include kitchen, bar, hi-top tables, or game area) ______%
8. Does your restaurant contain any games, televisions, or any other entertainment? **YES**  □ No
   (If yes, specify what types and how many (examples: 4-7TV's, 2-Pool Tables, 1-Video Game, etc.)
   4-70" flat screen 3-55" flat screen

9. Do you have live entertainment or dancing? □ YES  **X** No
   (If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

<table>
<thead>
<tr>
<th>Position</th>
<th>How many</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooks</td>
<td>3</td>
</tr>
<tr>
<td>Bartenders</td>
<td></td>
</tr>
<tr>
<td>Hostesses</td>
<td></td>
</tr>
<tr>
<td>Managers</td>
<td>1</td>
</tr>
<tr>
<td>Servers</td>
<td>4</td>
</tr>
<tr>
<td>Other (</td>
<td></td>
</tr>
<tr>
<td>Other (</td>
<td></td>
</tr>
<tr>
<td>Other (</td>
<td></td>
</tr>
</tbody>
</table>

I, Lauren Kay Merrett, hereby declare that I am the APPLICANT filing this application.

I have read this application and the contents and all statements true, correct and complete.

[Signature of APPLICANT]

---

8/11/2015
Page 2 of 2

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 17th day of December 2018.

My Commission Expires: Nov 19, 2021

[Signature of Notary Public]
Agee's Barbecue Market

BBQ MENU

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brisket</td>
<td>$10.50</td>
</tr>
<tr>
<td>Pulled Pork</td>
<td>$9.50</td>
</tr>
<tr>
<td>Pork Belly</td>
<td>$10.50</td>
</tr>
<tr>
<td>Turkey</td>
<td>$9.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brisket</td>
<td>$13.75</td>
</tr>
<tr>
<td>Pulled Pork</td>
<td>$12.00</td>
</tr>
<tr>
<td>Pork Belly</td>
<td>$13.75</td>
</tr>
<tr>
<td>Pork Ribs</td>
<td>$14.75</td>
</tr>
<tr>
<td>Turkey</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brisket</td>
<td>$20.00</td>
</tr>
<tr>
<td>Pulled Pork</td>
<td>$16.50</td>
</tr>
<tr>
<td>Pork Belly</td>
<td>$20.00</td>
</tr>
<tr>
<td>Pork Ribs</td>
<td>$16.50</td>
</tr>
<tr>
<td>Turkey</td>
<td>$16.50</td>
</tr>
</tbody>
</table>

Coleslaw, Potato Salad, Beans, Smoked Mac 'N Cheese, Smoked Cheesy Potatoes and Mexican Corn

Chopped Brisket Sandwich (one side) $10.00
Sampler (2 meats and 2 sides) $15.75

BBQ as available
Margherita  Red Sauce, fresh mozzarella and Basil  $13.50
Sausage  Red Sauce, shredded mozzarella and sausage  $13.50
Pepperoni  Red Sauce, shredded mozzarella and pepperoni  $13.50
Meatball  Red Sauce, shredded mozzarella and meatballs  $13.50
Veggie  Red Sauce, shredded mozzarella, onions, black olives, bell peppers and mushrooms  $16.00
Meat  Red Sauce, shredded mozzarella, bacon, sausage, ham, pepperoni and pulled pork  $16.00
Prosciutto  Red Sauce, shredded mozzarella and prosciutto  $16.00
White Alfredo  Alfredo sauce, Ricotta, Minced Garlic, Fresh Mozzarella, pesto and Shredded Mozzarella  $16.00
BBQ  Red Sauce, BBQ sauce, shredded mozzarella and Pulled Pork  $16.00
Hawaiian  Red Sauce, shredded mozzarella, ham and pineapple  $13.50

ADD ANY TOPPING FOR ONLY $1.00
extra cheese, black olives, onions, mushrooms, peppers, bacon, sausage, pepperoni, ham, prosciutto, meatballs, pineapple, pulled pork.

BARTABLE

Wings, Fried Okra, Fries/Regular and Sweet Potatoes, Onion Rings, Nachos, Salad, Fried Potato Skins.
Beer draught and bottles $5-$10
Wine by the glass $5-$10

Full Menu Served till 10 p.m.
MENU

ALL DRINKS ARE $2.50
TWELVE ICE CREAM VARIETIES AVAILABLE

PLATES

<table>
<thead>
<tr>
<th>MEAL</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRISKET</td>
<td>$13.75</td>
</tr>
<tr>
<td>PULLED PORK</td>
<td>$12.00</td>
</tr>
<tr>
<td>PORK BELLY</td>
<td>$13.75</td>
</tr>
<tr>
<td>PORK RIBS</td>
<td>$14.75</td>
</tr>
<tr>
<td>TURKEY</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

SANDWICHES

<table>
<thead>
<tr>
<th>MEAL</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRISKET</td>
<td>$10.50</td>
</tr>
<tr>
<td>PULLED PORK</td>
<td>$9.50</td>
</tr>
<tr>
<td>PORK BELLY</td>
<td>$10.50</td>
</tr>
<tr>
<td>TURKEY</td>
<td>$9.50</td>
</tr>
</tbody>
</table>

SIDES

<table>
<thead>
<tr>
<th>MEAL</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CROSLAW</td>
<td></td>
</tr>
<tr>
<td>POTATO SALAD</td>
<td></td>
</tr>
<tr>
<td>HIBISCUS CEREAL</td>
<td></td>
</tr>
<tr>
<td>SHREDDED CHEEZY POTATOES</td>
<td></td>
</tr>
<tr>
<td>SHREDDED MAC N CHEESE</td>
<td></td>
</tr>
<tr>
<td>BEANS</td>
<td></td>
</tr>
</tbody>
</table>

BY THE POUND

<table>
<thead>
<tr>
<th>MEAL</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRISKET</td>
<td>$20.00</td>
</tr>
<tr>
<td>PULLED PORK</td>
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<tr>
<td>PORK RIBS</td>
<td>$16.50</td>
</tr>
<tr>
<td>TURKEY</td>
<td>$16.50</td>
</tr>
</tbody>
</table>

SPECIALS

SAMPLE: PICK 2 MEATS AND TWO SIDES $15.75

CHOPPED BRISKET SANDWICH AND ONE SIDE $10.00

MARGHERITA $13.50
SAUSAGE $13.50
PEPPERONI $13.50
MEATBALL $13.50
VEGGIE $16.00
MEAT $16.00
PROSCIUTTO $16.00
WHITE ALFREDO $16.00
BBQ $16.00
HAWAIIAN $13.50

ADDITIONAL PIZZA TOPPINGS $1.50 EACH

SPICY CHEESE, BLACK OLIVES, ONIONS, MUSHROOMS, BELL PEPPERS, JALAPenos, SAUSAGE, PEPERONI, HAM, PROSCIUTTO, MEATBALLS, PINEAPPLE, PULLED PORK
RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel, Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-206.82(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of alcohol and liquor vendors.
3. The restaurant menu used during the audit period.
4. A price list for alcoholic beverages during the audit period.
5. Mark-up figures on food and alcoholic products during the audit period.
6. A recent, accurate inventory of food and liquor (taken within two weeks of the Audit Interview Appointment).
7. Monthly Inventory Figures - beginning and ending figures for food and liquor.
8. Chart of accounts (copy).
10. General Ledger:
   A. Sales Journals/Monthly Sales Schedules
      1) Daily Sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Dated Guest Checks
      4) Coupons/Specials/Discounts
      5) Any other evidence to support income from food and liquor sales.
   B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
   A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
   B. Income Tax Return - city, state and federal (copies)
   C. Any supporting books, records, schedules or documents used in preparation of tax returns.
12. Payroll Records
   A. Copies of all reports required by the State and Federal Government
   B. Employee Log (A.R.S. §4-119)
   C. Employee time cards (actual document used to sign in and out each work day)
   D. Payroll records for all employees showing hours worked each week and hourly wages.
13. Off-site Catering Records (must be complete and separate from restaurant records)
   A. All documents which support the income derived from the sale of food off the licensed premises.
   B. All documents which support purchases made for food to be sold off the licensed premises.
   C. All coupons/specials/discounts

   The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

   **REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH**
   A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G)

   A.R.S. §4-210(A)7

   The licensee fails to keep for two years and make available to the department upon reasonable request all
   invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spurious liquors
   and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents
   relating to the purchase, sale and delivery of food.

   A.R.S. §4-205.02(G)

   For the purpose of this section:

   1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food
   2. "Gross revenue" means the revenue derived from all sales of food and spurious liquor on the licensed premises,
      regardless of whether the sales of spurious liquor are made under a restaurant license issued pursuant to this section or
      under any other license that has been issued for the premises pursuant to this article.

---

**NOTARY**

I, (Print Full Name) Lauren Kay Merrett, have read and understand all aspects of this statement.

[Signature]

Controlling Person, Agent

State of Arizona County of Maricopa

the foregoing instrument was acknowledged before me this

14th Day of January 2019

Month Year

[Signature]

Signature of NOTARY PUBLIC

Angela Marie Schulz

Notary Public, State of Arizona, Maricopa County

My Commission Expires February 06, 2019

---

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE.
Attention Applicant: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention Local Government: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Liquor License:

1. Check the Appropriate Box
   - Controlling Person
   - Agent
   - Premises Manager

2. Name: ____________________________ Birth Date: ___/___/____
   Last     First     Middle
   (NOT a public record)

3. Social Security #: ____________________________ Driver License #: ____________________________ State: ____________________________

4. Place of birth: ____________________________ City State Country (not county)
   Height: ______ Weight: ______ Eyes: ______ Hair: ______

5. Name of current/most recent spouse: ____________________________ Birth Date: ___/___/____
   Last     First     Middle
   (NOT a public record)

6. Are you a bona fide resident of Arizona? [ ] Yes [ ] No
   If yes, what is your date of residency: ____________________________

7. Daytime telephone number: ____________________________ E-mail address: ____________________________

Business Name: Agee’s Barbecue Market
Business Phone: 928/286/0997
Business Location Address: 17730 S Munds Ranch Rd., Munds Park 86017 Coconino

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)
Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License #: 77399

1. Check the appropriate box
   - [ ] Controlling Person
   - [X] Agent
   - [ ] Premises Manager

2. Name: Merrett, Lauren Kay
   Last: Merrett
   First: Lauren
   Middle: Kay
   Birth Date: 12/19/1958
   (NOT a public record)

3. Social Security #: 527-35-0034
   Driver License #: B12057964
   State: AZ

4. Place of birth:
   Phoenix, AZ USA
   City: Phoenix
   State: AZ
   Country: USA
   Height: 5'8"
   Weight: 140
   Eyes: HZ
   Hair: BR

5. Name of current/most recent spouse:
   Morrow, James Quincy
   Last: Morrow
   First: James
   Middle: Quincy
   Birth Date: 03/02/1956
   (NOT a public record)

6. Are you a bona fide resident of Arizona? [X] Yes [ ] No
   If yes, what is your date of residency: 1958

7. Daytime telephone number: 602-738-1421
   E-mail address: None

8. Business Name: Mereco Inc
   Business Phone: _/_/

9. Business Location Address:
   Street (do not use PO Box): __________
   City: __________
   State: __________
   County: __________
   Zip: __________

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS (Stree Address, City, State &amp; Zip)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1996</td>
<td>CURRENT</td>
<td>Pres/CEO Mereco Inc</td>
<td>736 S Longmore St Chandler AZ 85224</td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)
11. Provide your residential address information for the last five (5) years: A.R.S. §4-202(D)

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>RESIDENTIAL Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/2000</td>
<td>CURRENT</td>
<td>736 S Longmore St Chandler AZ 85224</td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
   If you answered YES, then answer #13 below. If NO, skip to #14.
   ☐ Yes ☑ No

13. Have you attended a DULC approved Basic & Management Liquor Law Training Course within the past 3 years?
   ☐ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?
   ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S.§4-202,4-210
   ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?
   ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D)
   ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D)
   ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

---

**NOTARY**

I (Print Full Name) Lauren Kay Merrett hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Lauren Kay Merrett State of Arizona County of Maricopa

My Commission Expires on February 1, 2019 to Day of Dec. 2019

The foregoing instrument was acknowledged before me this Day of Month Year

Signature of Notary: Angela Marie Schuller, Notary Public, State of Arizona, County of Maricopa

My Commission Expires February 6, 2019

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _______________________________ SIGNATURE: _______________________________
Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

QUESTIONNAIRE  
A.R.S.§4-202. 4-210  
Type or Print with Black Ink  
The fees allowed by R19-1-102 will be charged for all dishonored checks.

Attention Applicant: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License:

1. Check the appropriate box  
   □ Controlling Person  □ Agent  □ Premises Manager  
   (complete all questions except #12)

2. Name: ___________________________  Birth Date: ______/____/____  
   Last  First  Middle  (not a public record)

3. Social Security #: ___________________________  Driver License #: ___________________________  State: ___________________________

4. Place of birth: ___________________________  Height: ______  Weight: ______  Eyes: ______  Hair: ______  
   City  State  COUNTRY (not county)

5. Name of current/most recent spouse: ___________________________  Birth Date: ______/____/____  
   Last  First  Middle  (not a public record)

6. Are you a bona fide resident of Arizona?  □ Yes  □ No  
   If yes, what is your date of residency: ___________________________

7. Daytime telephone number: ___________________________  E-mail address: ___________________________

8. Business Name: ___________________________  Business Phone: ______/____/____

9. Business Location Address: ___________________________  
   Street (do not use PO Box)  City  State  County  Zip
   AZ

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State &amp; Zip)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>AZ 86017</td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

1/11/2018

Individuals requiring ADA accommodations please call (602)542-2999

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

The Liquor License is to be completed by each controlling person, agent and manager being disclosed to the department. Each person completing this form must submit a blue or black lined fingerprint card along with a $22 fee. Fingerprints must be done by a law enforcement agency or bona fide fingerprint service. For an additional $13 fee, fingerprints may be done at the department of liquor when accompanied by a completed application.

<table>
<thead>
<tr>
<th>Liquor License#:</th>
<th>47399</th>
</tr>
</thead>
</table>

1. Check the appropriate box:
   - [x] Controlling Person
   - [ ] Agent
   - [ ] Premises Manager
   (complete all questions except #12)

2. Name: Agee, Matthew Carroll
   Last: Agee
   First: Matthew
   Middle: Carroll
   Birth Date: 03/28/1975
   (NOT a public record)

   Driver License #: B10762639
   State: AZ
   (NOT a public record)

4. Place of birth: Phoenix AZ USA
   Height: 5'10"
   Weight: 195
   Eyes: BR
   Hair: BR
   State: (NOT a public record)

5. Name of current/most recent spouse: Agee, Kimberly Dawn
   Birth Date: 05/13/1976
   (NOT a public record)

6. Are you a bona fide resident of Arizona? [x] Yes
   If yes, what is your date of residency: 1975
   If no, please state your date of residency: 

7. Daytime telephone number: 928/286/0997
   E-mail address: None

8. Business Name: Agee's Barbecue Market

   Street (do not use PO Box): 
   City: Munds Park
   State: AZ
   County: 
   Zip: 86017

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.
    
    | FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS | (Street Address, City, State & Zip) |
    |-----------------|--------------|------------------------------|-----------------------------------|-----------------------------------|
    | 06/2017         | CURRENT      | Agee's Barbecue Market owner | 17680 Munds Ranch Rd., Munds Park 86017 |
    | 01/2012         | 12/2012      | Self                         | 585 Pinewood Blvd., Munds Park |

(ATTACH ADDITIONAL SHEET IF NECESSARY)
11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>RESIDENTIAL STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month/Year</td>
<td>Month/Year</td>
<td>17430 S San Carlos Dr Munds Park AZ 86017</td>
</tr>
<tr>
<td>1/2016</td>
<td>CURRENT</td>
<td>585 Pinewood Blvd., Munds Park</td>
</tr>
<tr>
<td>01/2012</td>
<td>12/2015</td>
<td></td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes ☑ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes ☑ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED.

NOTARY

I (Print Full Name) Matthew Carroll Agee hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: ____________________________  State of ________  County of __________

My Commission Expires on: 11-30-2019

The foregoing instrument was acknowledged before me this Day of __________ Month, Year

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: ____________________________ SIGNATURE: ____________________________
**Arizona Department of Liquor Licenses and Control**

**800 W Washington 5th Floor**

**Phoenix, AZ 85007-2934**

**www.azliquor.gov**

**(602) 542-5141**

---

**QUESTIONNAIRE**

**A.R.S. §4-202, 4-210**

*Type or Print with Black Ink*

---

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---

**Liquor License #:**

<table>
<thead>
<tr>
<th>Controlling Person</th>
<th>Agent</th>
<th>Premises Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(complete all questions except #12)</td>
</tr>
</tbody>
</table>

---

1. **Name:**
   - Last
   - First
   - Middle
   - Birth Date: __/__/____

2. **Social Security #:**
   - Driver License #: State:

3. **Place of birth:**
   - City
   - State
   - Country (not county)
   - Height: _____
   - Weight: _____
   - Eyes: _____
   - Hair: _____

4. **Name of current/most recent spouse:**
   - Last
   - First
   - Middle
   - Birth Date: __/__/____

5. **Are you a bona fide resident of Arizona?**
   - Yes [ ]
   - No [ ]
   - If yes, what is your date of residency: 1980

6. **Daytime telephone number:**
   - E-mail address:

7. **Business Name:**
   - Business Phone: __/__/____

8. **Business Location Address:**
   - Street (do not use PO Box)
   - City
   - State
   - County
   - Zip

9. **List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.**

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Street Address, City, State &amp; Zip</td>
</tr>
<tr>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

(ATTACH ADDITIONAL SHEET IF NECESSARY)
Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S.§4-202, 4-210
Type or Print with Black Ink

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Liquor License#: 47339

1. Check the appropriate box
   - Controlling Person
   - Agent
   - Premises Manager
     (complete all questions except #12)

2. Name: Agee, Byron Scott
   Last: Agee
   First: Byron
   Middle: Scott
   Birth Date: 02/17/1962
   (NOT a public record)

3. Social Security #: 262-51-1618
   Driver License#: B12247314
   State: AZ
   (NOT a public record)

4. Place of birth: Orlando FL USA
   City: Orlando
   State: FL
   COUNTRY (not county): USA
   Height: 5’10”
   Weight: 220
   Eyes: Bl
   Hair: Gr

5. Name of current/most recent spouse: Agee, Cynthia Lynn
   Birth Date: 03/05/1963
   (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes
   No If yes, what is your date of residency: __________________________

7. Daytime telephone number: 928-286-0997
   E-mail address: None

8. Business Name: Agee’s Barbecue Market

   Street (do not use PO Box): 17730 S Munds Ranch Rd.
   City: Munds Park
   State: AZ
   County: Coconino
   Zip: 86017

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State &amp; Zip)</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/2017</td>
<td>CURRENT</td>
<td>Agee’s Barbecue Market owner</td>
<td>17680 Munds Ranch Rd., Munds Park AZ 86017</td>
</tr>
<tr>
<td>1/1990</td>
<td>06/2017</td>
<td>Self</td>
<td>6210 Buckhorn Trail Phoenix AZ 85083</td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)
11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>RESIDENTIAL Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/2016</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
   If you answered YES, then answer #13 below. If NO, skip to #14.  
   □ Yes □ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  
   □ Yes □ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  
   □ Yes □ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you?  (Do not include civil traffic tickets.) A.R.S. §4-202.4-210  
   □ Yes □ No

16. Has anyone EVER obtained a judgment against you the subject of which involved fraud or misrepresentation?  
   □ Yes □ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  
   □ Yes □ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  
   □ Yes □ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

---

**NOTARY**

I (Print Full Name) __________________________________________ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application, I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: ___________________________ State of ___________ County of ___________  
The foregoing instrument was acknowledged before me this Day of ___________ Month ___________ Year.  
My Commission Expires on: ___________ Date ___________ Day of ___________ Month ___________ Year

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: ___________________________ SIGNATURE: ___________________________
11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>RESIDENTIAL Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/2016</td>
<td>CURRENT</td>
<td>12 E Oak Dr Munds Park AZ 85017</td>
</tr>
<tr>
<td>01/1990</td>
<td></td>
<td>6210 Buckhorn Trail Phoenix AZ 85083</td>
</tr>
</tbody>
</table>

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? □ Yes □ No
   If you answered YES, then answer #13 below. If NO, skip to #14.

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? □ Yes □ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? □ Yes □ No

15. Are there ANY administrative law citations, compliance actions or contents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202.4-210 □ Yes □ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? □ Yes □ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) □ Yes □ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) □ Yes □ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

[Signature]

My Commission Expires on: 11-30-2019

The Licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: Byron Scott Agee  SIGNATURE: [Signature]
Certificate # 04261801

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider, and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information
BYRON SCOTT AGEE

04/26/2018
Training Completion Date

04/26/2021
Certificate Expiration Date

(full name (please print))

Signature

Daytime Contact Phone Number
(480) 921-9925

Training Provider Information
Bartending Academy

Company Name
1250 East Apache Blvd., Suite 111, Tempe, Arizona 85281

Mailing Address

STEVE SHLIVECK
Instructor Name (please print)

I, ___________________________ certify that the above named individual did successfully complete
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code [A.A.C.]R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

26 / 04 / 2018
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Bar (series 7)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.
The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013
Certificate # 04261801

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

☐ On-sale
☐ Off-sale
☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons having BASIC Title 4 training are listed at the time of this Certificate. Licenseses sometimes require BASIC Title 4 training as a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

BYRON SCOTT AGEE

Full Name [please print]

Signature

04/26/2018 04/26/2021

Training Completion Date Certificate Expiration Date
(three years from completion date)

Training Provider Information

Bartending Academy

Company Name

1250 East Apache Blvd., Suite 111, Tempe, Arizona 85281

Mailing Address

(480) 921-9925

Daytime Contact Phone Number

STEVE SHLIVECK, certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature 26.04.2018

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below

2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery [series 3]
Conveyance [series 8]
Restaurant [series 12]

Government [series 5]
Liquor Store [series 9]
In-state Farm Winery [series 13]

Bar [series 6]
Private Club [series 14]
Beer & Wine Bar [series 7]
Hotel/Motel w/restaurant [series 11]
Beer & Wine Store [series 10]

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Discussion and updates regarding artificial turf replacement at Peaks View County Park and installation of a 30,000-gallon water tank for the purpose of rainwater harvesting at Fort Tuthill County Park.

BACKGROUND:

This presentation will be discussing two projects impacting the Parks and Recreation Department. The first is the turf replacement at Peaks View County Park and the second is the rainwater harvesting tank initiative at Fort Tuthill County Park.

Peaks View Park Turf:

The artificial turf at Peaks View County Park has reached the end of its life cycle and is in need of replacement. As a result, Parks and Recreation submitted a Service Improvement Request in FY19 for its replacement. The Board of Supervisors at that time partially funded its replacement by committing $285,000 towards the project. Later in fiscal year, an additional $315,000 in capital improvement funds were identified and thought the funds could be used to complete both the turf replacement and water tank projects. Parks and Recreation collaborated in a joint request for proposal with NAU since they too were looking to replace several artificial turf fields. The RFP process is completed, and the award has been given to the Hellas Company. Their best and final quote for Peaks View is $450,967 plus a 10% contingency bringing the total to $495,000. The only variable that may impact the estimate is if it is determined that soil surface work is needed before placing the turf. This will not be known until the work begins. Installation of the new field is expected to be completed by May 2019.

Rainwater Harvesting Tank at Fort Tuthill County Park:

Lowell Observatory is undergoing a major construction project and as a result they no longer have use of the water storage tanks formerly located at the top of Mars Hill. With the support of Supervisor Babbott the county was able to secure a 30,000-gallon tank which was donated by Lowell Observatory. This tank has since been relocated to Fort Tuthill County Park and staff is currently seeking estimates on two installation options.
Budget summary:

$285,000 Committed to turf replacement project through an SIR in FY19
$315,000 Identified in FY19 as potential funding for remaining turf replacement costs and water tank installation
$600,000 Potentially available for both projects

Estimates:

$495,000 Turf replacement
$96,693 Vertical tank installation
The estimate for the horizontal tank install is not known at this time. This information will be available by the end March.

In FY19 a total of $600,000 is available for the turf replacement at Peaks View County Park and water tank installation at Fort Tuthill County Park. The cost for the turf is $495,000 which includes the vendors best and final offer plus a 10% contingency. As noted, this could increase if significant ground prep work is needed. The remaining funds would be available to complete the water tank project.

PURPOSE OF THE PRESENTATION:

The purpose of this presentation is to inform the Board of Supervisors of the progress that has been made regarding the turf replacement at Peaks View County Park and the installation of the rain water harvesting tank at Fort Tuthill County Park. We will be seeking input from the board as to next steps and overall feedback on the projects.

ALTERNATIVES:

The Board may choose to move this presentation to another date.

FISCAL IMPACT:

The is a presentation only. There is no fiscal impact.

ATTACHMENTS:

1 - Staff Report
2 - PowerPoint
Parks and Recreation
Peaks View Park Artificial Turf & Fort Tuthill Water Harvesting Tank Cost Estimate Update

Coconino County Parks and Recreation
March 12, 2019
Purpose

- Review background and timelines for Peaks View County Park artificial turf replacement and rainwater harvesting tank.
- Review quote for artificial turf replacement.
- Review options and estimates for rainwater harvesting tank installation.
- Seek Board direction to utilize $315,000 in available capital funds for turf replacement and remaining funds for tank installation.
- Review next step.
In FY19 the BOS approved a $285,000 SIR to fund half of the estimated cost of replacing the artificial turf at Peaks View County Park.

In early winter 2018 a 30,000 gallon tank from Lowell Observatory was identified as a possible donation to Parks and Recreation for water harvesting.

With efforts of Supervisor Babbott, Public Works and Parks and Recreation, the tank was secured and delivered to Fort Tuthill in December 2018.
Background, cont.

- Additional FY19 capital funds ($315,000) were later identified to cover the remaining half of the turf as well as the transport, engineering and installation of tank.

- The Board requested staff return when estimates for the artificial turf replacement and rainwater harvesting tank installation were more refined.

- Contract will soon be signed and staff needs affirmation that the available funds can be utilized to complete this project.
Timeline - Turf

- October 2 – November 8: NAU issues RFP
- January 24: Award letter sent out
- February 2: Award under protest
- February 28: Protest respondent deadline
- March – April 2019: Enter into contract with awarded vendor
- May 2019: Turf installation complete
Estimated Cost - Artificial Turf

- Estimated Cost - $495,000
  - This includes a 10% contingency

- FY19 SIR - $285,000

- Funding Gap - $210,000
Water Tank - Timeline

- November 2018: Tank became available
- December 6, 2018: Tank moved to Fort Tuthill
- January – March: Inspections and engineering studies conducted and estimates being developed
- Currently tank is stored at Fort Tuthill
Water Tank - General Update

- A preliminary structural assessment is complete with the finding that the tank can be buried and used horizontally
- Final structural design for horizontal use in progress
- “Sheriff’s Posse” building is not safe for public use and would be demolished as part of this project
Horizontal Install

LOWELL TANK
OPTION 1: CONCEPT SITE PLAN

GRAPHIC SCALE

HORIZONTAL SCALE 1" = 50’
Horizontal Ariel View
Horizontal Concept
Horizontal Install

- **PROS**
  - Drains via gravity, no fill pump required
  - Likely more cost effective over time due to not needing a fill pump and need to paint above ground tank – less maintenance and utility cost
  - Accessible during events, no truck/ pedestrian conflict
  - No impact to usable event area
  - Ability to maximize tank capacity for water storage

- **CONS**
  - Limits ability to “showcase” rainwater harvesting or use of tank for other promotional/sponsorship opportunities
Vertical Install

LOWELL TANK
OPTION 2: CONCEPT SITE PLAN

GRAPHIC SCALE

HORIZONTAL SCALE 1" = 50'

COUNTY ARIZONA
Vertical Ariel View
Vertical Install

- **PROS**
  - Ability to “showcase” rainwater harvesting or use of tank for other promotional/sponsorship functions

- **CONS**
  - Will not drain via gravity, fill pump required
  - Less cost effective over time due to not needing a fill pump and need to paint above ground tank
  - Limited access to tank during events due to truck/pedestrian traffic conflicts
  - Impacts usable event area
  - Tank can not store water to maximum storage capacity w/o additional pump
  - Higher maintenance costs – paint, pumps, electric cost
## Estimated Cost Water Tank

### Vertical DRAFT estimate/Actuals*

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Transport</td>
<td>$4,285*</td>
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<tr>
<td>Tank work</td>
<td>$15,001</td>
</tr>
<tr>
<td>Storm drain</td>
<td>$8,700</td>
</tr>
<tr>
<td>Sitework</td>
<td>$10,000</td>
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<tr>
<td>Gutters</td>
<td>$21,500</td>
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<tr>
<td>Electrical</td>
<td>$12,500</td>
</tr>
<tr>
<td>Soft costs</td>
<td>$12,100</td>
</tr>
<tr>
<td>Contingency (15%)</td>
<td>$12,607</td>
</tr>
<tr>
<td><strong>Estimate total</strong></td>
<td><strong>$96,693</strong></td>
</tr>
</tbody>
</table>

### Horizontal DRAFT estimate/Actuals*

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Transport</td>
<td>$4,285*</td>
</tr>
<tr>
<td>Structural Engineering</td>
<td>$3,590*</td>
</tr>
<tr>
<td>Tank Burial Design</td>
<td>$2,380*</td>
</tr>
</tbody>
</table>

- County waiting for engineering report to be submitted in order to arrive at a construction estimate
- We anticipate an estimate by mid- to late-March
Estimated Cost Both Projects

- Artificial Turf Funding Gap - $210,000
- Vertical Water Tank Estimate - $96,656
- Funds Needed for Both Projects - $306,656*
- Additional FY19 Funds - $315,000

*The estimate for the horizontal tank option is not known at this time.
Board Direction

- Affirm ability to use $315,000 funds for both projects.
- After turf project, appropriate remaining funds to Water Tank.
Next Steps

1. Complete structural engineering plans for Water Tank.
2. Revise estimate for desired Water Tank Option.
3. Finalize design, bid and build Water Tank in spring/summer 2019 pending cost and available funds.
4. Sign artificial turf replacement contract and install.
Discussion and Questions

PVCP Field

04/21/2015
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Presentation of the draft Bellemont Area Plan update and discussion regarding prioritization and a work plan for all County Area Plans.

BACKGROUND:

The draft update to the Bellemont Area Plan is now complete. Prior to the public hearing adoption process, staff would like to conduct a Work Session with the Board to discuss the Bellemont Area Plan recommendations and analysis of the update process. Also, staff would like to seek the Boards direction on which Area Plan to update next, following up on an Area Plan prioritization Work Session from April 2017.

PURPOSE OF THE PRESENTATION:

To receive information regarding the Bellemont Area Plan update project prior to the public hearing process and provide direction to staff regarding County Area Plan update prioritization, process and expectations.

ALTERNATIVES:

Not conduct the work session.

FISCAL IMPACT:

None

ATTACHMENTS:

1 - Staff Report
2 - SUMMARY OF AREA PLAN UPDATE
3 - SUMMARY OF AREA PLAN ANALYSIS
4 - AREA PLAN PPT PRESENTATION
Date: March 12, 2019
To: Honorable Chair and Members of the Board
From: Jay Christelman, Community Development Director
Subject: Bellemont Area Plan Update

RECOMMENDATION
None; this is a work session item for discussion with the Board.

BACKGROUND and TIMELINE

This is an update on the status of the revised Bellemont Area Plan. In April, 2017, the Board of Supervisors directed planning staff to begin an update to the original, 1985 Bellemont Area Plan. Supervisor Ryan assembled a diverse 14-member Committee of business and property owners, residents and agency representatives. Monthly meetings began in April, 2017 and concluded in February, 2019. Initially, the area plan process was scheduled to conclude with public hearings and formal adoption in November/December of 2018. The project timeline, including upcoming estimated public hearing and hearing dates, are shown below in the “Bellemont Area Plan Update Process Timeline” chart. Public meetings for adoption of the Bellemont Area Plan will be noticed as a “minor amendment” to the Comprehensive Plan, and as a zoning ordinance amendment for a new Design Review Overlay.

Concurrent with the area plan update process, two transportation projects and a public service project specific to Bellemont were being conducted, and attention was given to these projects during area plan open houses and regular meetings. Each of these projects have influenced and informed the update to the area plan. The Bellemont Access Improvements: Roundabout and Access Road Project is a County-initiated project that is currently in the design phase. Construction is expected to begin in 2020. The Bellemont Bridge Replacement is an ADOT project that will temporarily impact traffic in Bellemont when construction begins in 2019 to replace the bridge crossing I-40, linking North and South Bellemont. The Bellemont Cluster Box Unit project is a joint County/U.S. Postal Service public service project that will change the mail
delivery service in Bellemont from postal boxes located in the Pilot Truck Stop to cluster box units located throughout Bellemont.

It should be noted that the recently adopted Joint Land Use Study (JLUS), also conducted during the Bellemont Area Plan update, helped to inform the Bellemont study.

HIGHLIGHTS OF THE UPDATED BELLEMONTE AREA PLAN

In addition to initiating a substantial revision to the 1985 Plan, throughout the Area Plan process several special presentations and meetings were scheduled to account for the concurrent projects and new information that was requested by the committee. These highlights include both plan elements and community outreach efforts:

- A detailed vision statement and multiple updated goals and policies are drafted in this plan.
- The 1985 “Current Land Use Map” was revised and is now the Bellemont “Future Land Use Map” (see the Attachment). This map implements and identifies the Regional Plan’s “Rural Activity Center” in Bellemont, maps the Bellemont segment of “US Bike Route 66”, envisions a connected trail system, labels future land uses based on exiting uses.
and zoning, and importantly, graphically displays a change in the Regional Plan’s land use designation on US Forest Service Land. Specifically, during the Area Plan process the community identified that the Regional Plan’s designation of “Future Suburban” on a Forest Service Parcel did not meet their vision for future growth, and identified a creative modification instead. This modification will require revisions to the County’s version of the Flagstaff Regional Plan.

- New Design Review guidelines drafted for Bellemont.
- A five item Implementation Plan drafted.
- Informational presentations by agency and technical experts, including coordination with City of Flagstaff regarding amendments to the Flagstaff Regional Plan.
- Two community open houses, the final meeting generating over 120 attendees.
- Special meeting invitations sent to two unique Bellemont populations – recreational vehicle park residents and business owners.
- Relationships established with Ponderosa Fire District and Camp Navajo for facility use.

**PROCESS OUTCOMES AND LESSONS LEARNED**

During their final meeting, the Committee was asked to provide feedback regarding the outcomes of the area plan process, including how the process met their expectations in terms of meeting structure, how information and materials were conveyed, and time commitment. While each community within the County is inherently different and will require processes tailored to that particular community, these “lessons learned” are guidelines that can be applied to for future area plan update processes:

- Conduct more than one community survey, beginning with an initial “snapshot” survey or series of focus groups that would contain broad questions about a community’s vision growth and development, and the current issues they are facing.
- Hold frequent committee meetings (more than once a month), possibly twice a month, at least initially so the committee has time to get acquainted with each other, the area plan process and information.
- Create a “committee profile” of each member to help them get acquainted.
- Allot enough time within the process timeline to explain “Area Plan 101” and identify what can and cannot be influenced by the plan and the process. For example, in Bellemont, the design of the new roundabout was already underway and although the process was used to communicate information to the community about the road project, the project design could not be influenced by the planning process.
- The informational presentations were too technical. Presenters should use less technical jargon, and understand their audience so information can be understood by all committee members.
- Intersperse and pause the technical presentations so that associated relevant community issues can be identified when the material is current and fresh with the committee. Draft goals and policies that address the issues simultaneously.
- Use technology when available to provide additional exposure and transparency during the process, such as live streaming of meetings.
Open house format discussion: active, voting exercises are engaging and empowering to the community, and validate their decisions.

ALTERNATIVES

The Board may direct staff to consider alternatives to the adoption schedule, public outreach efforts or other considerations.

FISCAL IMPACT

None

Attachment

DRAFT Bellemont Area Plan Future Land Use Map
RECOMMENDATION

None; this is a work session item for discussion with the Board and direction to staff.

BACKGROUND

This is an informational update to data that was presented to the Board in February and April, 2017 regarding recommended prioritization of Area Plan updates. At that time, the Board reviewed staff recommendations that were based on the following information:

1. Year of Area Plan adoption and updates.
2. Planning Permit Activity, including Conditional Use Permit approvals analyzed by CUP type, Re-Zoning approvals, Subdivision approvals and Pre-application meetings.
3. Building Permit Activity, including new single family dwelling permits, new multifamily permits, new manufactured and modular home permits, and new commercial / industrial permits.
4. Amount in acres of vacant, private land remaining available for development within each area plan, by zoning and size, and outside of area plans.
5. Tourism destinations.
6. Proximity to major transportation routes.
7. Availability of local water and sanitary sewer service.
8. An update on timing of the USFS Oak Creek Canyon corridor plan (in relation to timing of the Oak Creek Area Plan update).

Based on the above information and Board direction, Area Plan updates were prioritized as follows:
Table 1: 2017 Area Plan Update Priority

<table>
<thead>
<tr>
<th>High Priority</th>
<th>Medium Priority</th>
<th>Low Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellemont</td>
<td>Mountainaire</td>
<td>Diablo Canyon Rural Planning Area</td>
</tr>
<tr>
<td>Doney Park/Timberline/Fernwood Parks</td>
<td>Oak Creek Canyon</td>
<td>Kachina Village</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fort Valley Highway 180 Corridor</td>
</tr>
<tr>
<td>Red Lake</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valle</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In 2017, the Board directed staff to update the Bellemont Area Plan. That update began in April, 2017 and recently concluded with the final Committee meeting in February, 2019. A separate informational item is scheduled to brief the Board on that outcomes of that update.

To inform the scheduling of the next Area Plan update, Tables 2 and 3 were prepared to further inform the four remaining high priority Area Plans.

Table 2: 2019 High Priority Area Plans

<table>
<thead>
<tr>
<th>Area Plan</th>
<th>Year Adopted</th>
<th>Projected Population Growth, 2018-2050¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doney Park / Timberline / Fernwood</td>
<td>2001</td>
<td>5.6%</td>
</tr>
<tr>
<td>Parks</td>
<td>2001</td>
<td>5.6%</td>
</tr>
<tr>
<td>Red Lake</td>
<td>1992</td>
<td>n/a</td>
</tr>
<tr>
<td>Valle</td>
<td>1999</td>
<td>5.7%</td>
</tr>
</tbody>
</table>

Table 3: 2019 High Priority Area Plans Permit Activity (2017-2018)

<table>
<thead>
<tr>
<th>Area Plan</th>
<th>Total Permit Activity</th>
<th>Total Planning Permits</th>
<th>Total Building Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doney Park / Timberline / Fernwood</td>
<td>167</td>
<td>70</td>
<td>97</td>
</tr>
<tr>
<td>Parks</td>
<td>52</td>
<td>24</td>
<td>28</td>
</tr>
<tr>
<td>Red Lake</td>
<td>70</td>
<td>15</td>
<td>55</td>
</tr>
<tr>
<td>Valle</td>
<td>43</td>
<td>28</td>
<td>15</td>
</tr>
</tbody>
</table>

¹ Arizona Office of Economic Opportunity
Planning and building permit activity by each high priority Area Plan is presented in Charts 1 thru 3, below. As in 2017, Doney Park/Timberline/Fernwood had the most building and planning permit activity. Parks had the second highest number of planning permit activity, while Red Lake the most building permit activity. Valle had the least amount of total permit activity although interestingly, the second highest number of pre-application meetings.

**Chart 1**

![High Priority Area Plans Permit Activity 2017-2018](image-url)
Chart 2

Total Planning Permits Jan. 1, 2017 to Dec. 31, 2018

- Doney Park
  - Conditional Use Permits: 23
  - Land Divisions: 0
  - Pre-Applications: 0
  - Subdivisions: 4
  - Temporary Use Permits: 2
  - Zone Changes: 0

- Red Lake
  - Conditional Use Permits: 23
  - Land Divisions: 18
  - Pre-Applications: 5
  - Subdivisions: 0
  - Temporary Use Permits: 2
  - Zone Changes: 0

- Parks
  - Conditional Use Permits: 11
  - Land Divisions: 6
  - Pre-Applications: 4
  - Subdivisions: 4
  - Temporary Use Permits: 1
  - Zone Changes: 0

- Valle
  - Conditional Use Permits: 17
  - Land Divisions: 5
  - Pre-Applications: 1
  - Subdivisions: 4
  - Temporary Use Permits: 1
  - Zone Changes: 0
ALTERNATIVES

The Board may direct staff to consider additional alternatives and area plan update prioritization.

FISCAL IMPACT

None

Attachment

2017 Area Plan Vacant Land Tables
Coconino County Vacant Parcels by acres and location

Area Plans and Unincorporated County:
- Bellemont (1985)
- Oak Creek Canyon (1989)
- Mountainaire (1991)
- Red Lake (1992)
- Valle (1999)
- Doney Park/Timberline/Fernwood (2001)
- Diablo Canyon Rural Planning Area (2001)
- Parks (2001)
- KOCHINA Village (2009)
- Unincorporated Areas outside of Area...
Bellemont Area Plan

Highlights

• Significant update to 1985 Plan
• Future Land Use Map drafted
• Design Review Overlay drafted
• Implementation plan drafted - emergency planning #1
• Robust community participation
Highlights continued

Concurrent transportation and public service projects:

- Shadow Mountain Road Roundabout
- Bellemont I-40 Bridge replacement
- USPS Cluster Box Unit
- JLUS
Bellemont Area Plan

Process Outcomes

• More surveys and/or focus groups
• More committee meetings to get acquainted
• Modify technical presentations
• Use technology to live stream
• Open house format preference: active voting
Public Hearings Process

• A “minor amendment” to the Comprehensive Plan

• New Design Review Guidelines require notice as an amendment to the Zoning Ordinance
Bellemont Area Plan Update
Process Timeline

- **Committee Meeting #1**
  - April 2017

- **Open House #1 (original target Feb. 2018)**
  - November 2017

- **Final Committee Meeting #17**
  - May 2018

  - May 2019

- **Community Survey released (on target)**
  - June 2019

- **Open House #2 (original target Oct. 2018)**
  - June 2019

- **Board of Supervisor’s Preview**
  - June 2019

- **Board of Supervisor’s Public Hearing and Plan Adoption**
  - June 2019
Questions?
County Area Plan Update

Doney Park
Timberline
Fernwood
Area Plan

Valle
Area
Plan

Red Lake
Area Plan
## 2019 High Priority Area Plans

<table>
<thead>
<tr>
<th>Area Plan</th>
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<tbody>
<tr>
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## 2019 High Priority Area Plans Permit Activity (2017-2018)

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<td>55</td>
</tr>
<tr>
<td>Valle</td>
<td>43</td>
<td>28</td>
<td>15</td>
</tr>
</tbody>
</table>
High Priority Area Plans Permit Activity 2017-2018

- **Doney Park / Timberline / Fernwood**: 167 Total Permit Activity, 70 Total Planning Permits, 97 Total Building Permits
- **Parks**: 52 Total Permit Activity, 24 Total Planning Permits, 28 Total Building Permits
- **Red Lake**: 70 Total Permit Activity, 15 Total Planning Permits, 55 Total Building Permits
- **Valle**: 43 Total Permit Activity, 28 Total Planning Permits, 15 Total Building Permits

**Legend**:
- Blue: Total Permit Activity
- Orange: Total Planning Permits
- Gray: Total Building Permits
Discussion and Direction
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Brian Furuya, Deputy County Attorney

SUBJECT: Executive session pursuant to A.R.S. §§ 38-431.03(A)(3)&(4), to receive legal advice and to consider and give direction to the County Attorney regarding TLC PC Golf, LLC v. Coconino County (Tax Case No. TX2017-001676).

RECOMMENDED MOTION:

Enter executive session.

BACKGROUND:

Necessary background will be provided in executive session.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Presentation and discussion regarding the Zoning Ordinance Updates on Chapter 2 continued and Chapter 3 - Performance Standards.

BACKGROUND:

Chapter 2 of the zoning ordinance lists which land uses are Permitted or Conditional in each zoning district. The Board of Supervisors, Planning and Zoning Commission and Community Development Advisory Group (CDAG) have reviewed draft changes to Chapter 2 in its entirety, making substantial changes and consolidations throughout the process. This summary introduces one consolidated, up-to-date table of all the Chapter 2 land uses as have been recommended throughout this update, without strikethrough or track change edits. Some use titles are lengthy as they include several previous use titles, staff intends to make the use titles more concise in the update process. This format is intended to facilitate ease of review for a comprehensive review and discussion of the draft changes to determine consistency, applicability and overall logical categorization of the County’s land uses.

To compliment and further inform the land use table, the current draft of Chapter 6, Definitions, is included with this packet, place holders are provided for some land use definitions that require additional research. The table cells and columns with yellow highlight are staff recommended additions, changes and/or deletions to the land uses based on review of the consolidated chart. Cells highlighted in green are changes that were made during the review process that staff recommends be reconsidered.

Also in this Work Session is review of the updated Chapter 3, Special Uses and Conditions, and is based on recommendations and comments from the Planning and Zoning Commission, the Parks and Recreation Commission, and the CDAG. Chapter 3 provides special standards and conditions to specific land uses that generate additional impact and require performance standards beyond the general performance standards provide in Chapters 2 and 4. This update includes increased flexibility and standards for Accessory Dwelling Units, Outdoor Recreation Facilities, Animal Shelters and Kennels, Recreational Vehicles as residences, Campgrounds and Recreational Vehicle Parks.
PURPOSE OF THE PRESENTATION:

To receive information regarding the Zoning Ordinance update project and provide direction to staff regarding any changes to the proposed ordinance prior to the public hearing process.

ALTERNATIVES:

Not conduct the work session.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - COMBINED LAND USE TABLE
3 - DRAFT ZONING ORDINANCE DEFINITIONS
4 – ZONING ORDINANCE POWERPOINT
5 – STAFF EXECUTIVE SUMMARY
6 – DRAFT ZONING ORDINANCE CHAPTER 3
## Draft Consolidated Land Use Table for 2019 Coconino County Zoning Ordinance Update

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<th>Land Use / Zone</th>
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<th>RR</th>
<th>RS-6,000</th>
<th>RS-10,000</th>
<th>RS-18,000</th>
<th>RS-36,000</th>
<th>RM-10/A</th>
<th>RM-20/A</th>
<th>RMH</th>
<th>CN-2A</th>
<th>CG-10,000</th>
<th>CH-10,000</th>
<th>MP-20/A</th>
<th>M-10,000</th>
<th>M-1-2,600</th>
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<td>Ceramic studio with outdoor kiln as a commercial use</td>
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<td>Industrial, heavy construction, earthmoving equipment, machines, presses, forges, material sales and rentals</td>
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<td>Large retail establishments as defined in Chapter 6 (establishments over 70,000 square feet are prohibited)</td>
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<td>Lumber and building material yards; including product showrooms</td>
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<td>Marijuana Dispensaries subject to the provisions of Section 3.12</td>
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<td>Medical, chiropractic, dental and related health services for humans including laboratories and clinics</td>
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<td>Mixed Use Development, in a designated Activity Center, excluding mobile homes and recreational vehicles for residential use</td>
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<td>Mixed Use Development, outside of a designated Activity Center, excluding mobile homes and recreational vehicles for residential use</td>
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<td>Mortuaries, pet or human</td>
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<td>Nurseries and garden supply stores, including outdoor display and sales</td>
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<td>Personal Services Establishment such as barber shops, beauty and nail salons, massage and spa services, and body art studios</td>
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<td>Printing and Publishing Shop</td>
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<td>Recreational Vehicle Parks, subject to the provisions of Section 3 XX</td>
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<td>Residential uses listed as permitted in the preceding residential zoning districts, for areas outside of Area Plan and Regional Plan boundaries</td>
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<td>Restaurants with or without outdoor seating areas, including sale of alcoholic beverages, and retail bakeries. This use is conditional where outdoor seating is proposed and the property abuts residential zoning</td>
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<td>Retail business establishments conducted primarily within an enclosed building, except for Large Retail Establishments as defined in Section 6</td>
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<td>Rock, sand and gravel yards</td>
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<td>Self-service storage</td>
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<td>Soil and water resource conservation projects (recommend deletion)</td>
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<td>Solid waste hauler’s yard</td>
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<td>Stone and monument yards</td>
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<td>Truck stops and travel centers</td>
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<td>Vehicle body shop and painting</td>
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<td>Vehicle Wrecking and Salvage Yards</td>
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<td>Vehicular, Boat and Recreational Vehicle storage yards</td>
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<td>Wholesale uses and distribution centers</td>
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<td>Wireless Telecommunications Facilities subject to the provisions of Section 3.9</td>
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30. | 03/12/2019 | Community Development | Community Development | Zoning Ordinance Update
| Land Use / Zone | G       | AR      | RR      | RS-6,000 | RS-10,000 | RS-18,000 | RS-36,000 | RM-10/A | RM-20/A | RMH     | CN-2/A  | CG-10,000 | CH-10,000 | MP-20,000 | M-1-10,000 | M-2-6,000 | Public & Semi-Public | Open Space | Mineral Resource | Floodplain MO |
|----------------|---------|---------|---------|----------|-----------|-----------|-----------|----------|----------|---------|---------|-----------|-----------|-----------|-----------|-------------|--------------|----------------|----------------|
| Accessory Uses| Accessory Dwellings subject to the provisions of Section 3.4 | P       | P       | P       | P       | P       | P       | P       | P       | P       | P       | P       | P         | P         | N/A        | N/A        | N/A        | N/A        | N/A        |
|               | Accessory retail propane sales, tanks 2000 gallons or less, subject to the issuance of a building permit | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | C         | P         | P         | -          | P           | -           | -          |
|               | Accessory Structures in excess of 3,000 square feet. Accessory Structures on parcels less than 10 acres in G zone require a Conditional Use Permit. | P       | C       | C       | C       | C       | C       | C       | C       | N/A     | N/A     | N/A     | N/A     | N/A       | N/A       | N/A       | N/A        | N/A        | N/A        | N/A        |
|               | Caretaker’s living quarters only when incidental to and on the same site as a permitted or conditional use | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | P         | P         | -          | -          | -           | -           |
| Temporary Uses| Model homes and subdivision sales offices. This use is P, permitted, when reserved and approved with a subdivision plat. | C       | C       | C       | C       | C       | C       | C       | C       | N/A     | N/A     | N/A     | N/A     | N/A       | N/A       | N/A       | N/A        | N/A        | N/A        | N/A        |
|               | Modular Office Structures during | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | P         | P         | P          | P           | P           | P           |
| Manufacturing Uses | Borrow Pits | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | C         | -          | -          | C           | -           |
|               | Cement products, block, brick, pipe, tile or asphalt manufacturing | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | C         | -          | -          | C           | -           |
|               | Laboratories: dental, medical, electrical, optical and mechanical | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | P         | P         | P          | P           | P           | P           |
|               | Manufacturing, Heavy | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | -         | -          | -          | -           | -           |
|               | Manufacturing, Light with no outdoor storage | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | P         | P         | P          | P           | P           | P           |
|               | Manufacturing, Medium | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | P         | -          | -          | -           | -           |
|               | Mining | C       | C       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | C         | -          | -          | C           | -           |
|               | Oil, Gas and Petroleum pumping, distributing, or storage facility | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -       | -         | C         | C         | -          | -          | -           | -           |
**CHAPTER 6. DEFINITIONS**

Section 6.1: Purpose and Scope

1. For the purposes of this Ordinance, certain words, phrases, and terms used herein shall have the meaning assigned to them by this Section.

2. Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance it’s most reasonable application.

3. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; and those in the plural number include the singular. The word “shall” is mandatory; the word “may” is permissive.

4. Any dispute regarding the meaning of any word, phrase or section of this Ordinance shall be decided by the Community Development Director. Appeals of the decision of the Community Development Director shall be heard by the Board of Adjustment as described in Section 5.8 and A.R.S. § 11-816.

5. The Planning & Zoning Commission shall make determinations to Uses not listed as described in Section 5.9.

6. Within the body of this Ordinance, a term or word beginning with a Capital letter indicates a definition is given in this chapter.

Section 6.2: Definitions

ABANDONMENT means the discontinuation of use for a period of one hundred and eighty (180) days.

ABANDONMENT (lighting) means the discontinuation of use for a period of six months.

ABUT shall mean to touch or adjoin along a common border or property line.

ACCESS or ACCESS WAY shall be the means of ingress and egress connecting a Site to the public roadway system.

Coconino County Zoning Ordinance
Adopted April 18, 2017/DRAFT February 2018
ACCESSORY DWELLING shall mean a second Dwelling in single Family-residential zones.

ACCESSORY DWELLING, ATTACHED shall mean an Accessory Dwelling Single Family that is attached to the principal Dwelling. An identifying characteristic of an Attached Accessory Dwelling connection to the main Dwelling either internally or by a common wall.

ACCESSORY DWELLING, DETACHED shall mean an Accessory Dwelling which is not connected neither internally nor by a common wall to the principal Dwelling. Any Accessory Dwellings not meeting the definition of Attached Accessory Dwelling shall be considered Detached.

ACCESSORY STRUCTURE shall mean a Building, part of a Building, or Structure, which is for Accessory Use. Accessory Structures may include overhangs, movable insulating walls and roofs. Swimming pools, hot tubs and Spas shall be considered detached Accessory Structures.

ACCESSORY USE shall mean a Use incidental, related, appropriate and clearly subordinate to the main Use of the Lot or Building, which Accessory Use does not alter the principal Use of such Lot or Building.

ACCESSORY WIND ENERGY SYSTEM shall mean a system designed as a secondary use to existing Buildings or facilities, wherein the power generated is used primarily for on-site consumption. The system consists of a wind turbine and associated controls and may include a Tower.

ACTIVITY CENTER, URBAN, SUBURBAN AND RURAL shall mean a mixed use center in a location identified by the Comprehensive, Regional Plan, or within an Area Plan. Activity centers vary by scale and activity mix depending on location and include commercial, retail, office, residential, shared parking and public spaces. Activity centers are intended to support concentrated, mixed use development connected to existing water, wastewater, utility and transportation infrastructure.

ADMINISTRATIVE, PROFESSIONAL EXECUTIVE OFFICES – need definition? Could include the following: Administrative, business, professional, research, executive and public utility offices.

ADMINISTRATIVE PERMIT shall mean a permit which is issued by the Staff of Community Development without requiring a hearing or other body to approve the permit.

ADVERTISING DEVICE shall mean any figure, symbol, design, model, or device, whether it contains a lettered advertising message or not, used to attract attention or convey a message and which is visible from any area outside a Building. Advertising Devices can include, but are not limited to: vehicles, vehicle parts, wagons, trailers, railroad cars, shipping containers, water storage tanks and goods for sale.

ADULT USE, ADULT ENTERTAINMENT BUSINESS shall mean any adult bookstore, adult motion picture arcade, adult motion picture theater, cabaret, sexual encounter center, or any other business or establishments that offers its patrons services or entertainment characterized by an emphasis on matter depicting, describing, or relating to specified
sexual activities or specified anatomical area, but not including those uses or activities, the regulation of which is preempted by state law.

AGRICULTURE, EXEMPT shall mean use of property exempt from zoning under A.R.S. §11-812.

AGRICULTURE, GENERAL NON-EXEMPT shall mean the tilling of the soil together with the raising of crops, farming, horticulture, viticulture, silviculture, small livestock farming, dairying and/ or pasture and range Livestock production, and systems design such as permaculture, including all uses customarily incidental, thereto. Agriculture shall but not including slaughter houses, fertilizer yards, cultivation of cannabis (as defined in ARS 13-3401) or marijuana (as defined in ARS 13-3401 or 36-2801) or plants for the reduction of animal matter or any other industrial Use which is similarly objectionable because of noise, odor, smoke, dust or fumes, as well as. Agriculture does not include the concentrated single-use operation of Feed Lots, hog, turkey, chicken, fur-bearing animals or other similar farms, unless these operations are operated in conjunction with or are a part of the crop production of the same or adjoining parcels under common ownership. Agriculture does not include Exempt Agriculture.

AGRICULTURAL COMPOSTING, EXEMPT shall mean the controlled biological decomposition of organic solid waste under in-vessel anaerobic or aerobic conditions where all or part of the materials are generated on the farmland or will be used on the farmland associated with the Agricultural Composting operation. The Agricultural Composting Use is exempt from zoning if it meets the requirements of A.R.S. §11-812.

AGRICULTURAL AND COOPERATIVE EXTENSION AND EXPERIMENTAL FACILITY shall mean a scientific research facility that investigates difficulties and potential improvements to food production and agribusiness. Agricultural Experiment Facilities may work with farmers, ranchers, suppliers, processors, and others involved in food production and agriculture.

AGRICULTURAL FACILITY shall mean an open field or enclosed building with transparent walls or roof whether publicly or privately owned including, but not limited to, greenhouses used for the production of horticultural products, and the pasturing of animals.

AGRITOURISM shall mean a commercial enterprise at a working farm, ranch or agricultural plant conducted for the enjoyment or education of visitors. The tourism enterprises are supplemental and primarily related to the agricultural use. Agritourism can include, but is not limited to, shops, farm stays, tours, on-farm classes, seasonal festivals, pumpkin patches, Christmas seasonal tree farms, wineries, tasting rooms, orchard dinners, barn dances, and guest ranches.

AIRPORT shall mean any area which is used for the taking off and landing of aircraft, including helicopters, and appurtenant areas which are used for airport Building or facilities, including open spaces, taxiways and tie-down areas.

ALLEGED VIOLATOR shall mean a person, natural or corporate, responsible for a property upon which the Zoning Inspector or Code Enforcement Officer has reason to believe a
violation of the Zoning Ordinance exists, including, but not limited to, the owner or tenant for the subject property.

ALLEY shall mean any dedicated way, intended for vehicular service to the rear or side of property served by a Street. An Alley is not intended for general traffic circulation.

ANEMOMETER shall mean an instrument for measuring wind force. See also Meteorological (Met) Tower.

ANIMAL HOSPITAL shall mean a place where animals are given medical or surgical treatment and are cared for during the time of such treatment. Use as a Kennel shall be limited to short-time boarding and shall be only an Accessory Use.

ANIMAL HUSBANDRY shall mean the branch of Agriculture concerned with breeding and rearing of farm animals conducted primarily for educational purposes or school credits.

ANIMAL SHELTER shall mean a rescue and sanctuary facility that provides humane care for domestic animal(s) and/or any other animal(s) not under the jurisdiction of the Arizona Game and Fish Department, operates as an animal welfare facility, and provides adoption services for adoptable animals. Animals maintained at such premises are not, for commercial purposes, bought, sold, intentionally bred, or traded. Individual residences where animals are fostered under the auspices of a third-party, non-profit 501(c)(3) animal welfare organization or Coconino County animal care are not considered to be an animal shelter if they comply with limits on the number of animals set forth in this Code.

ANTENNA means any exterior device for transmitting and receiving wireless communication that is mounted on a Tower, Building or Structure and that is used to send and receive signals for cellular telephone, personal communication service (PCS), mobile radio, paging, wireless Internet access, and similar communication services. Antennas may include panels, microwave dishes, satellite dishes, whip antennas or other devices that may be affixed to a Tower, pole or other Structure.

ANTENNA, ATTACHED means an Antenna mounted on the exterior of an existing Building, silo, smokestack, water tower, utility or power pole, existing wireless communication Tower, or an alternative support Structure.

ANTENNA, CONCEALED (STEALTH) means an Antenna with a support Structure that screens or camouflages the presence of Antennas and/or Towers from public view in a manner appropriate to the site’s context and surrounding environment. Examples include man-made trees, flagpoles that do not exceed ten feet above the maximum allowable Structure Height for the zone, utility poles, light poles, water tanks, steeples, and architectural and facade features.

APARTMENT: See DWELLING, MULTIPLE.

AREA PLAN shall mean an official amendment to the Coconino County Comprehensive Plan that reflects the local residents’ vision of the future, contains goals and policies for development, and provides guidance for decision makers. An Area Plan may serve a community, specific neighborhoods or rural areas.
ARENA shall mean an area enclosed by a fence or a building, or delineated by other means, for equestrian, livestock or other animal events and exercise. An arena may be constructed for private use or public spectator events such as a rodeo, barrel racing, dressage or similar events. An arena shall be considered a commercial use when lights, grandstands, announcer booths and parking facilities are added.

ASSISTED LIVING FACILITY shall mean establishments that provide a special combination of housing, supportive services, personalized assistance with daily activities, such as dressing, grooming, bathing, etc., and health care to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

AUTO LUBRICATION and OIL-CHANGE OPERATION shall mean any Building or premises used primarily for the purpose of lubrication, fluid replenishment and oil changing. Such servicing shall not entail the overnight storage of vehicles, nor shall such services include tire recapping, wheel repair, sale or rebuilding of engines, battery manufacturing or rebuilding, radiator repair, transmission repair, engine steam cleaning, auto body work, welding, reupholstering or installation of auto glass.

AUTOMOBILE-SERVICE STATION shall mean any premises used for the retail sales of vehicular fuels and for servicing and light maintenance activities such as engine tune-ups, lubrication, sale and service of tires and batteries, and minor repairs. Service Stations shall not include premises where heavy automobile maintenance activities such as engine overhauls, painting, body repair, and transmission repair are conducted. Service Stations shall entail only incidental overnight parking of vehicles.

AUTOMOBILE-WRECKING YARD shall mean the area outside of an enclosed Building used for the dismantling or wrecking of motor vehicles or trailers; or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or their parts. An Automobile-Wrecking Yard does not include the incidental storage of vehicles in connection with the operation of an Automotive Repair Garage, providing the repair period for any one vehicle does not exceed 30 days.

GENERAL AUTOMOTIVE REPAIR GARAGE shall mean an establishment engaged in furnishing automotive and light-truck repair and servicing to the general public. These facilities shall not include tire recapping or battery manufacturing or rebuilding.

BAR shall mean premises used primarily for the sale or dispensing of alcohol for on-site consumption and where food may be available for consumption on the premises as an accessory to the principal use.

BATCH PLANT

BED-AND-BREAKFAST ESTABLISHMENT shall mean a portion of a Single Family Dwelling in which one to five bedrooms are completely furnished guest rooms occupied, or intended to be occupied, or advertised as available on a nightly basis for compensation. See Section 3.78.
BEDROOM shall mean a room meeting the provisions of the building code and environmental quality as determined by the Building Official.

BILLBOARD shall mean any Off Premise Sign that directs attention to or advertises a business, commodity, service, person, enterprise, proposition, or entertainment.

BOARD or BOARD OF SUPERVISORS shall mean the Board of Supervisors of Coconino County, Arizona.

BOARD OF ADJUSTMENT shall mean the Board of Adjustment of Coconino County, Arizona.

BORROW PIT shall mean any place or premises where dirt, soil, sand, gravel or other unconsolidated earthy material is removed by excavation, without further processing, as fill for activities such as landscaping or building construction for any purpose other than that necessary and incidental to grading or to Building construction or operation on the premises at another location.

BREWERY shall mean a facility that brews ales, beers, meads, and / or similar beverages on site. Breweries are classified as a use that manufactures more than 15,000 barrels of beverage.

BUILDING shall mean a Structure having a roof supported by columns or walls. See STRUCTURE.

BUILDING PERMIT shall mean a permit required for any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a Building or Structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or cause such work to be done in the unincorporated areas of Coconino County, pursuant to building codes adopted by the Board of Supervisors.

BURIAL PLOT, PRIVATE — this definition needs more work: a designated burial area consisting of one or multiple plots/urns on private property that is utilized by the property owners with no exchange of money.

CABANA shall mean any Building or Structure erected, constructed or placed with a Building Permit on a Mobile or Manufactured Home space and used in conjunction with a Mobile or Manufactured Home.

CABIN shall mean a permanent structure intended for short term occupancy in a Campground. Cabins may or may not include cooking or sanitary facilities. Manufactured and Mobile Homes do not constitute a Cabin. Park Model RVs modified to meet minimum Building Code standards as required by the Building Division may be considered as Cabins.

CALIPER shall mean the diameter of a tree trunk measured four and one-half (4 ½) feet above the ground. Also known as Diameter at Breast Height (DBH)

CAMPGROUND shall mean a plot of ground, with or without sanitation facilities or water, developed for overnight or limited camping in tents, travel trailers, recreational vehicles, cabins, yurts or similar structures. May include the overnight parking of Recreational Vehicles.
CAMP SITE shall mean a space for temporary occupancy of one individual or a group within a Campground. Campsites can include up to one cabin, one yurt, two tents, or one RV space, with or without a fire pit, bench, or similar facilities. A campsite may include up to two passenger vehicle spaces. A group campsite is a cluster of two or more campsites.

CANOPY shall mean a roof-like Structure supported by a permanent foundation and open on all four sides.

CARPORT shall mean a permanent roofed Structure or a portion of a main Structure with not more than two (2) enclosed sides used or intended to be used for automobile storage for the occupants of the premises.

CEMETERY shall mean land used for the burial of the dead, and dedicated for such purposes, including columbariums, crematoriums, mausoleums and mortuaries when operated in conjunction with and within the boundaries of such premises.

CHURCH RELIGIOUS INSTITUTIONS shall mean Buildings and locations where people regularly participate in or hold religious services, meetings or other activities related to the exercise of their religious beliefs not including schools, preschools or residential Uses. This definition does not include small home group religious meetings occurring in a Dwelling.

CHURCH ACCESSORY USES shall mean Uses that are Accessory Uses to the Principal Use of a Church including schools, Preschools and residential Uses.

CLUB shall mean an association of persons (whether or not incorporated) for a common purpose including entities qualified under Section 501(c)(3) of the Internal Revenue Code, but not including groups organized solely or primarily to provide a product or to render a service or that provides products or services that are contrary to the public policy of this State or the United States.

CODE ENFORCEMENT OFFICER shall mean a deputy zoning inspector, appointed by the Board of Supervisors pursuant to A.R.S. 11-815(A) responsible for assisting the Zoning Inspector with the enforcement of the Zoning Ordinance and to investigate possible violations thereof.

CO-LOCATION means use by two or more wireless communication providers on the same Tower or other alternative Structure.

COMMERCIAL shall mean activity involving the sale of goods or services carried out for profit.

COMMERCIAL ACRE shall mean a unit of land area that is only 82.6 percent of an acre. It measures 36,000 square feet, 4,000 square yards, 3,342.8 square meters, or 0.334 hectare.

COMMERCIAL COMPOSTING see Woodprocessing

COMMERCIAL EQUIPMENT shall mean any motorized or non-motorized piece of machinery designed for construction, demolition, excavation, logging, shipping, Warehousing, freight-hauling, etc., including but not limited to backhoes, bulldozers, dump trucks, equipment trailers, fork lifts, drill rigs, front-end loaders, or other similar Commercial Equipment.
COMMERCIAL FERTILIZER OPERATIONS shall mean a place where any substance that contains one or more recognized plant nutrients, that is used for its plant nutrient content and is designed for use or claimed to have a value in promoting plant growth, except unmanipulated animal and vegetable manures, and other projects exempted by rule of the Arizona Department of Agriculture is collected, processed or stored on a commercial basis. A Commercial-Fertilizer Operation must be licensed by the State of Arizona or meet an exemption from licensing requirements per A.R.S. § 3-262.

COMMERCIAL VEHICLE shall mean any licensed and operable bus, truck or truck tractor or other vehicle having a gross vehicle weight of 26,000 pounds or more; or trailer, or semi-trailer, dump truck, aggregate hauling trailer, logging trailer, etc., not including water hauling apparatus for purposes of transporting water for personal use.

COMMERCIAL TRADE OR VOCATIONAL SCHOOL COMMISSION shall mean the Coconino County Planning and Zoning Commission.

COMMUNICATION TOWER shall mean a freestanding Structure including appurtenances (greater than 34 feet in height) used for the following commercial communication purposes:

1. AM & FM radio
2. Two-way radio
3. Common carriers
4. Wireless communication
5. Microwave

Amateur (HAM) towers for the personal use of the property owner are excepted from this definition unless in excess of 100 feet in height.

COMMUNITY CENTER shall mean a meeting place used by members of a community for social, cultural, or recreational purposes, and may include such facilities as country clubs, tennis, racket and aquatic facilities, fitness facilities, and golf courses. Incidental limited commercial uses commonly associated and directly related to the primary use may be included.

COMMUNITY DEVELOPMENT DIRECTOR means the Director of Community Development for Coconino County, their designee or appointee.

COMMUNITY GARDEN shall mean a piece of land cultivated by more than four Families living on Lots which are different from the location of the community garden. The use by four Families or less shall be considered Gardening.

COMMUNITY CO-OP shall mean the keeping of Poultry or other animals on a Lot which is different from the Lot on which the owner(s) of the animals resides or the keeping of animals owned by a cooperative.

COMMUNITY SCALE RENEWABLE ENERGY SYSTEM shall mean...
COMMUNITY-SERVICE AGENCY shall mean an organization such as YMCA, YWCA, Boy Scouts, Girl Scouts, Campfire, and any organization established as a nonprofit corporation qualified under 501(c)(3) of the Internal Revenue Code or an organization supported in whole or in part by public subscription and primarily established to serve the social or welfare needs of the community or any part thereof, and that is not organized for the purpose of personal profit or to earn income for of any individual, group of individuals, or corporation and that is not contrary to the public policy of this State or the United States.

COMPREHENSIVE PLAN shall mean the Coconino County Comprehensive Plan and all special Area Plans adopted as amendments to the Comprehensive Plan. A statement of a community’s future, intended to serve as the primary decision-making guide for growth and development in the County.

COMPOSTING

CONDITIONAL USE shall mean a land Use that because of its inherent nature, extent and external effects, require special care in the control of its location, design, and methods of operation to ensure that its location is appropriate and the public health, safety and general welfare is protected. Such Uses are allowed only pursuant to issuance of a Conditional Use permit. See Administration Section 5.7.

CONDOMINIUM shall mean an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential complex located on such real property. A Condominium may include, in addition, a separate interest in other portions of such real property.

CONDOMINIUM CONVERSION shall mean the development of land and existing Structures as a Condominium, regardless of the present or prior Use of such land or Structure, and regardless of whether substantial improvements have been made to such Structures.

CONIFER shall mean a plant that produces cones such as a plant belonging to the family Coniferae, such as Pines, Cypresses, Junipers and Cedars.

CONTRACTOR’S YARD shall mean the Use of any Lot or parcel of land for the commercial or non-commercial parking, storage, maintenance of Commercial Vehicles; and/or more than one piece of Commercial Equipment; and/or outdoor storage of Building materials, aggregates, lumber, piping, vehicle parts, tires, etc. Contractor yards may include offices for the operations and management of the building trades.

CONVALESCENT HOME shall mean a facility appropriately licensed by the State, or Coconino County, which provides bed and ambulatory care for patient during post-operative convalescence, chronic illness or dietary problems, and aged or infirm persons unable to care for themselves.

CONVENIENCE MARKET shall mean a retail store that is intended to attract stop-and-go traffic, with or without fuel sales, and sell primarily food, beverages and other household supplies to customers who purchase only a few items.

COTTAGE INDUSTRY shall mean any business or commercial Use conducted within a Dwelling or an Accessory Structure and carried on by the inhabitants thereof, which Use
is clearly incidental and secondary to the Use of the Structure for Dwelling purposes and which use does not change the character thereof or does not adversely effect the Uses permitted in the Zone of which it is a part. See Section 3.6 for specific requirements.

COUNTY shall mean the County of Coconino, State of Arizona.

COUNTY RECORDER shall mean the County Recorder of the County of Coconino.

DAY-CARE CENTER shall mean any child or adult care arrangement that provides care and/or supervision for six (6) or fewer children or adults for compensation.

DECIDUOUS shall mean a plant that loses its leaves annually at the end of the growing season.

DEFENSIBLE SPACE shall mean that area between a Structure and a potential oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and which provides an opportunity to effectively defend the Structure. This is also known as Survivable Space.

DENSITY shall mean the total number of Dwelling Units, Recreational Vehicle Spaces, and Campsites permitted on an acre of land exclusive of all streets and Rights-Of-Way that restrict the surface use of the property in question.

DESIGN REVIEW GUIDELINES are specific design standards that apply to an identified area to guide the physical development of buildings and site design, including architectural elements, materials, color, lighting, signs, and landscaping.

DEVELOPMENT PLAN is a dimensioned site plan describing the proposed development on a specific building site. The plan depicts site characteristics and elements such as the location of buildings, streets and driveways, easements, parking calculations, engineered structures such as drainage basins, and landscaping.

DEVELOPMENT PROJECT means any residential, commercial, industrial or mixed use Subdivision plan or development plan which is submitted to the County for approval.

DIRECTIONAL SIGN shall mean a sign which conveys instructions for pedestrians and/or motorists such as entrance and exits of a parking lots, walking directions, or directions to particular sites (i.e. a park, library, etc.).

DIRECTOR shall mean the Director of Community Development of Coconino County, their designee or appointee.

DISTRIBUTED (INDIVIDUAL) RENEWABLE ENERGY SYSTEM shall mean a system designed to be accessory to an existing primary use, wherein electricity is generated in small amounts for primarily on-Site use. Examples may include but are not limited to attached or detached solar collectors, reflectors and piping, apparatus needed for the operation of active solar energy systems, geothermal or other renewable energy systems, and Accessory Wind Energy Systems.

DORMITORY shall mean a Building used primarily for sleeping accommodations, where such Building is related to an educational or religious institution or for employee housing associated with a commercial enterprise. For purposes of calculating Density, three dorm rooms shall be equivalent to one Dwelling Unit.
DRY CLEANING ESTABLISHMENT shall mean a business which launders articles dropped off on the premises directly by the customer, or where articles are dropped off, sorted and picked up for dry cleaning but where dry cleaning is done elsewhere.

DRY CLEANING or DYING PLANT shall mean a building, portion of or premises used for cleaning or dying of fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in volatile solvents or dyes.

DRIP LINE shall mean an area around the tree trunk that generally includes the spread of the tree branches. It also may refer to that area around a Structure that is beneath the roof overhang.

DRIVE-IN THEATER shall mean an outdoor Structure designed for theatrical performances, displays or shows where the performance is viewed by all or part of the audience from a vehicle.

DROUGHT TOLERANT shall mean non-native species that can survive extended periods of time with little or no water, and that are appropriate for a particular Site without posing a threat of invasiveness or possessing characteristics of Invasive Species or Noxious Weeds.

DUPLEX shall mean a single, separate structure containing two (2) Dwelling Units of the same type, each of which has direct access to the outside.

DWELLING shall mean one or more habitable rooms for residential Use that are used as a home, residence, or sleeping place by one or more persons and which may contain sleeping, sanitary and cooking facilities. Dwelling includes an Apartment or Condominium, Manufactured Home, Modular Home, Mobile Home, Guest House or Dormitory or other structure meeting the provisions of the Building Division.

DWELLING, MULTIPLE shall mean a Building containing two (2) three (3) or more individual Dwelling Units or a combination of two (2) three (3) or more separate, Single Family-Dwelling Units on one Lot or Building Site.

DWELLING, SINGLE FAMILY shall mean a detached Dwelling Unit used by one family.

DWELLING UNIT shall mean one or more rooms and a single kitchen or cooking accommodation and a bathroom for living and sleeping purposes.

EASEMENT shall mean a right-of-use over the property of another.

EDUCATIONAL INSTITUTIONS shall mean public, charter and private schools, provided they offer a curriculum of general instruction similar to public schools, and other non-profit institutions conducting regular academic instruction at Pre-school, kindergarten, elementary, secondary, collegiate levels, and including graduate schools, universities, non-profit research institutions and religious institutions. Such institutions must either (1) offer general academic instructions, or (2) confer degrees as a college or university of undergraduate or graduate standing, or (3) conduct research, or (4) give religious instruction. This definition does not include commercial or trade schools.

ELECTRIC GENERATING STATION shall mean an electrical generating facility including traditional and renewable-energy power plants.
EMERGENCY RESPONSE PLAN

ENVIRONMENTALLY SENSITIVE FEATURES shall mean Environmentally Sensitive Features are elements in the landscape that play a particularly large role in supporting wildlife and plant diversity, and are at the same time especially sensitive to degradation. These are determined by best available science and include Water Features (Floodplains, Riparian Areas, Springs/Seeps, Rivers/Streams, corridors, and Wetlands), Wildlife Corridors, threatened and endangered species habitat, Large-diameter Trees and Standing Snags, old growth or rare vegetation, Important Habitat, Steep Slopes, and Rock Outcrops.

EQUESTRIAN CENTER, RIDING ACADEMIES STABLES AND HUNT CLUBS shall mean facilities for the training, boarding and lessons in the riding and care of equines.

EROSION means the process of the gradual wearing away of land masses. This peril is not covered under the program. (See FLOOD-RELATED EROSION.)

EVERGREEN shall mean a plant that retains its needles or leaves all year long, although losing some of the older leaves regularly throughout the year.

EXOTIC ANIMALS shall mean animals that are not native to North America that are not included within the definition of Livestock.

FAMILY shall mean any number of individuals related by blood, marriage, affinity or legal adoption/guardianship, or a group of not more than five (5) unrelated persons living together as a single housekeeping unit in a single Dwelling unit sharing common cooking facilities.

FAIRGROUND shall mean an area of land designed for, but not limited to, the following facilities and activities: agricultural related buildings, animal shows and judging, sales and auctions, arenas, carnivals, circuses, food vendors, games, rides, meeting facilities, recreational uses, special events, concerts, and indoor and outdoor festivals.

FARM shall mean a parcel of land used for the primary purpose of agriculture, horticulture, floriculture or viticulture.

FARMERS MARKET shall mean an occasional or periodic market held in an open pre-designated area where groups of individual sellers offer their own home-grown and/or hand-made items such as fresh produce, seasonal fruits, fresh flowers, arts and crafts items, and food and beverages dispensed from booths located on-site for sale to the public. Does not include second-hand goods.

FARM STAND shall be a building or structure, weather permanent or temporary, used for the retail sales of fresh fruits, vegetables, flowers, herbs, or plants that are produced on-site. May also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces, or baked goods; but not including any commercially processed or packaged foodstuffs.

FEED STORE – needs definition
FEEDLOT, COMMERCIAL shall mean a feeding operation on a Parcel of land where Livestock are temporarily kept or exchanged in corrals or yards on a sustained basis and where feed is brought to the yard.

FIRESTATION shall mean a building designed and used for storage of firefighting apparatus, related vehicles and equipment. A Fire Station may include living, training and work facilities for firefighters, and community areas for general public assembly.

FIREWISE PLAN

FIREWOOD STORAGE AND SALES shall mean (LINK SALES TO STORAGE)

FLOOD CONTROL

FLOOR AREA shall mean the total area of a Building measured by taking the outside dimensions of the Building at each floor level intended for occupancy or storage, but excluding courts, Carports, and Garages used for the parking of motor vehicles.

FLYWAY BARRIER: A solid wall, fence, dense vegetation, or combination of these materials at least six feet high that extends at least 10 feet beyond the hives on each end of a bee colony.

FOOD AND DAIRY MANUFACTURING shall mean a type of manufacturing use that....

FOREST MATERIALS STORAGE AND VALUE-ADDED PRODUCTION shall mean any storage, processing or reuse of forest materials including but not limited to wood chips, poles, compost, mulch and bio-fuels.

FORESTRY PRODUCTS shall mean (SEE OS zone)

FRONTAGE shall mean that side of a Lot abutting a Street or Access Easement.

FUEL ISLAND shall mean a facility for filling automobiles and trucks with gasoline, diesel, propane and other types of fuels, including electric car charging stations.

GARAGE, PRIVATE shall mean a detached Accessory Building or a portion of a main Building on the same Lot for the parking and temporary storage of vehicles of the occupants of the premises.

GARDENING shall mean areas where residents and neighbors have the opportunity to contribute and manage the cultivation of plants, vegetables, and fruits.

GOVERNING BODY is the local governing unit, i.e. county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry

GRAZING shall mean the feeding of domestic Livestock on an open range or fenced pasture for commercial purposes and uses customarily incidental thereto, but not including slaughterhouses, Feedlots, stockyards, packing houses, bone yards, or plants for the reduction of animal matter.

GROSS AREA shall mean the total horizontal area within the Lot lines of a Lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such Lot or parcel.
GROSS VEHICLE WEIGHT shall mean the weight of the vehicle or vehicle combination together with the weight of the maximum load to be carried thereon at any one time; or, the declared gross weight per current vehicle registration.

GROUND COVER shall mean low growing plant materials intended to spread over the ground, and which typically grow to a height of 2 ½’ or less. Also, organic or inorganic materials such as bark, crushed rock, cinders, or other similar materials typically use in Landscaped Areas between plantings.

GROUP HOME FOR THE DISABLED shall mean a Dwelling Unit that is licensed or authorized by a governmental authority having jurisdiction over operations for 10 or fewer disabled persons who reside together as a single housekeeping unit and who receive care, supervision, or counseling from one or more staff persons. This Use includes assisted living homes, homes for the mentally ill, group care agencies and similar residential living arrangements for disabled persons, but shall not include boarding houses, nursing homes, or other group homes not for the disabled. A facility is not a Group Home for the Disabled unless it meets the provisions of Title VII of the Civil Rights Act of 1968 as amended by the Fair Housing Act.

GROUP HOMES, OTHERS shall mean a Dwelling in which persons reside while receiving therapy or counseling to assist them in adjusting to society after or during imprisonment through such means as pre-release, work-release, or probationary programs. This category does not include a Group Home for the Disabled.

GUEST HOUSE shall mean a detached habitable Structure used by members of the Family occupying the main Dwelling and their nonpaying guests.

HEARING CLERK shall mean the person, or persons, responsible for the receipt of reports from the Zoning Inspector of Code Enforcement Officer that a violation of the Zoning Ordinance exists, schedules Zoning Hearings, and develops and maintains the files of the Hearing Officer.

HEARING OFFICER shall mean a person, or persons, appointed by the Board of Supervisors pursuant to A.R.S. 11-815(E) to hear and determine whether a violation of the Zoning Ordinance exists, and if a violation is found to exist, impose civil penalties in accordance with Section 5.14.C.4 of the Zoning Ordinance.

HEIGHT, TOWER means the vertical distance from the preexisting Grade at the base of the Tower to the highest point of the Tower including Antennas.

HELIPORT shall mean any area which is used for the landing and taking off of helicopters.

HISTORIC STRUCTURE means any Structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either;

5. By an approved state program as determined by the Secretary of the Interior; or

6. Directly by the Secretary of the Interior in states without approved programs.

HOME OCCUPATION shall mean any Use customarily conducted entirely within a Dwelling and carried on solely by the inhabitants thereof, which use is clearly incidental and secondary to the Use of the Structure for Dwelling purposes and which use does not change the character thereof or does not adversely affect the uses permitted in the zone of which it is a part. A Home Occupation shall meet all of the requirements of Section 3.5.

HOSPITAL/HEALTH CLINIC shall mean an institution for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

HOTEL-MOTEL shall mean a Structure or portion thereof or a group of attached or Detached Structures, with a main entrance for multiple units, containing completely furnished individual guest rooms or suites typically occupied less than thirty (30) days on a temporary basis, by any one individual or group of individuals, for compensation.

IMPORTANT HABITAT shall mean habitat that supports federally endangered plant or animal species, Species of Greatest Conservation Need (SGCN) in Arizona, or sensitive plant species.

INTENDED USE shall mean a new Use that is not currently taking place on a property but that will begin on the property within a reasonable amount of time as determined solely by the Director of Community Development. A Use is not an Intended Use unless progress toward the new Use is indicated by objectively verifiable evidence.

INOPERABLE VEHICLE shall mean any whole, dismantled or partially dismantled, vehicle which can not be started and driven under its own power.

INSTALLED means attached, or fixed in place, whether or not connected to a power source.

INSTITUTIONAL RESIDENCE shall mean facilities for living, sleeping and sanitation and may include facilities for eating and cooking, for occupancy by other than a Family.

INVASIVE SPECIES shall mean an alien (non-native) species whose introduction does or is likely to cause economic or environmental harm or harm to human health and which tend to disrupt natural ecosystems by displacing native species.

JUNK SALVAGE YARD shall mean the use of more than the allowable square footage of any Lot or parcel of land regardless of Zone classification for the outdoor storage of any used or secondhand materials, including but not limited to lumber, auto parts, household appliances, pipe, fencing, drums, machinery or furniture for the purposes of resale as parts or parts as salvage only.
KENNEL, COMMERCIAL shall mean any Kennel maintained for the purpose of boarding, breeding, raising or training dogs or cats for a fee or for sale.

KENNEL, NONCOMMERCIAL shall mean any property where five or more dogs and/or cats, over the age of four months, are kept or maintained for the use and enjoyment of the occupant for noncommercial purposes.

KITCHEN shall mean any room or portion thereof in a Building or Dwelling unit which is used or intended to be used for cooking or the preparation of food.

LABORATORIES shall mean

LANDFILL, SANITARY shall mean an engineered facility for the disposal of nonhazardous and nonradioactive solid waste which is located, designed, constructed and operated under permit by the Arizona Department of Environmental Quality, to contain and isolate the solid waste so that it does not create a hazard to human health or to the environment.

LANDSCAPE AREA shall mean that part of the property exclusively set aside for living plant materials and associated non-living ornamental materials such as mulch, fencing, walls or decorative rock.

LANDSCAPING shall mean the placement of living plant materials including trees, shrubs, vegetative and organic or inorganic materials in a prescribed area. Organic and inorganic materials include gravel, cinders, rock and bark materials.

LARGE-DIAMETER TREES AND STANDING SNAGS (20 inches Diameter at Breast Height) shall mean a live or dead standing tree of any species that has a diameter of 20 inches or more when measured at 4.5 ft above ground level.

LARGE RETAIL ESTABLISHMENT shall mean a retail establishment (store) with any commercial retail uses or a combination of such commercial retail uses comprised of greater than 25,000 square feet and less than 70,000 square feet of gross floor area. The 25,000 square feet of floor area includes gross floor area and ancillary outdoor storage or merchandise display areas. The floor area does not include motor vehicle parking or loading areas. For the purpose of determining the applicability of the 25,000 square foot of floor area, the aggregate square footage of all adjacent stores which share common check stands, management, a controlling ownership interest, and storage areas, shall be considered one establishment, e.g. a plant nursery associated with a general merchandise area such as a home improvement area.

LAUNDROMAT shall mean a facility where customers wash, dry or iron clothing or fabrics in machines for hire and operated by customers on the premises.

LIGHT MANUFACTURING

LIGHTING DEFINITIONS

CLASS 1 LIGHTING means all outdoor lighting used for but not limited to outdoor sales or eating areas, assembly or repair areas, advertising and other Signs, Recreational Facilities and other similar applications where COLOR RENDITION IS IMPORTANT to preserve the effectiveness of the activity.
CLASS 2 LIGHTING means all outdoor lighting used for but not limited to illumination for walkways, roadways, equipment yards, parking lots and outdoor security where GENERAL ILLUMINATION of the grounds is the primary concern.

CLASS 3 LIGHTING means any outdoor lighting used for DECORATIVE effects, including but not limited to architectural illumination, flag and monument lighting, and illumination of trees, bushes, landscape features, etc.

DIRECT ILLUMINATION means illumination resulting from light emitted directly from a lamp or Luminaire, not light diffused through translucent Signs or reflected from other surfaces such as the ground or Building faces.

FIXTURE, FULLY SHIELDED means a light fixture or luminous tube constructed and mounted such that all light emitted by the fixture or tube, either directly from the lamp, tube, or a diffusing element, or indirectly by reflection or refraction from any part of the Luminaire, is projected below the horizontal.

1. A practical working way to determine if a fixture or tube is fully shielded: if the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube is not fully shielded.

2. Examples of fixtures that are Fully Shielded (Note: to be fully shielded these fixtures must be closed on top and mounted such that the bottom opening is horizontal):

3. Examples of fixtures that are NOT Fully Shielded:
Table Note: Even though the lamp in these fixtures is shielded from direct view when viewed from the side or above, reflective surfaces and/or lens covers are directly visible from the side.

Note for luminous (neon) tubes: When such lighting is installed under or behind a roof overhang, if the roof-line or eave is not horizontal the tubing may be visible from above when viewed from the side and therefore be unshielded.

HIGH-PRESSURE SODIUM is a type of lamp using sodium and mercury vapor at high pressure to produce light.

HPS = high-pressure sodium.

LOW-PRESSURE SODIUM is a type of lamp using sodium vapor at low pressure to produce light.

LPS = low-pressure sodium.

LUMEN is the unit used to measure the actual amount of visible light that is produced by a lamp.

LUMINAIRE means the complete lighting assembly, including the lamp, housing, shields, lenses and associated electronics, less the support assembly. A light fixture.

LUMINOUS TUBE means a glass tube filled with a gas or gas mixture (including neon, argon, mercury or other gases), usually of small diameter (10-15 millimeter), caused to emit light by the passage of an electric current, and commonly bent into various forms for use as decoration or signs. A “neon” tube does not include common fluorescent lamps.

LIGHT POLLUTION is any adverse effect of manmade lighting; light where it is not needed or wanted; wasted light.
METAL HALIDE is a type of lamp using mercury and metal halide(s) to produce light. 
MH = metal halide.

OUTDOOR LIGHT FIXTURE means an outdoor electrically powered illuminating device, outdoor lighting or reflective surface, lamp, luminous tube and/or similar devices, either permanently installed or portable, which is used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and flood lights for:

1. Buildings and Structures
2. Recreational areas
3. Parking lot lighting
4. Landscape and architectural lighting
5. Billboards and other Signs (advertising or other)
6. Street lighting
7. Product display area lighting
8. Building overhangs and open canopies
9. Pedestrian walkways or areas
10. Building or Landscape decoration

NEON TUBE (see Luminous Tube)

SPOT LAMP means a lamp designed to direct its output in a specific direction (a beam) with a reflector formed from the glass envelope of the lamp itself (see below).

TEMPORARY LIGHTING means lighting which does not conform to the provisions of this Ordinance and which will not be used for more than one thirty (30) day period within a calendar year. Temporary lighting is intended for uses which by their nature are of limited duration; e.g. civic events, or construction projects.

TOTAL OUTDOOR LIGHT OUTPUT means the maximum total amount of light, measured in lumens, from all Outdoor Light Fixtures on a project site. Includes all lights and luminous tubing used for Class 1, Class 2, Class 3 lighting, and lights used for external illumination of Signs, but does not include lights used to illuminate internally illuminated Signs or luminous tubing used in neon signs. For lamp types that vary in their output as they age (such as high pressure sodium, metal halide, and fluorescent), the initial output, as defined by the manufacturer, is the value to be considered. For luminous tubes, output is calculated per linear foot of tubing rather than per lamp.

LIVESTOCK shall mean all animals that are used as (or which are the sources of) agricultural commodities. Included are cattle (beef or dairy), bison, equines (all horses, mules, burros,
and asses), sheep, goats, swine (excluding feral pigs), camelids and poultry (which
includes ratites).

LOT shall mean:

1. A parcel of real property with a separate and distinct number or other designation
   shown on a plan recorded in the office of the County Recorder, or

2. A Parcel of real property delineated on an approved record of survey, Parcel map or
   subdivision map as filed in the office of the County Recorder or in the office of the
   Department of Community Development Department, and Abutting at least one (1)
   public Street or Right-Of-Way, or Easement determined by the Commission to be
   adequate for the purpose of Access, or

3. A parcel of real property abutting at least one (1) public Street or Right-of-Way or
   Easement determined by the Commission to be adequate for the purpose of Access
   and held under separate ownership from Abutting property prior to the date of
   adoption of this Ordinance.

LOT, CORNER shall mean a Lot located at the intersection or interception of two (2) or more
Streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is
greater than one hundred thirty-five (135) degrees, the Lot shall be considered an Interior
Lot.

LOT (SITE) COVERAGE shall mean that portion of a Lot or Building Site which is occupied by
any Building or Structure footprint, excepting paved areas, uncovered parking areas,
driveways, excluding walks, at grade patios and landscaped areas.

LOT DEPTH shall mean the average horizontal distance between the Front and Rear Lot Lines
measured in the mean direction of the side Lot lines.

LOT, FLAG shall mean an Interior Lot not having direct Frontage to a public Street or highway,
except for a portion of said Lot used for Access purposes. That portion of a Flag Lot used
for Access purposes shall have a minimum width of twenty feet.

LOT, INTERIOR shall mean a Lot other than a corner Lot.

LOT LINE shall mean any line bounding a Lot as herein defined.

LOT LINE, FRONT on an Interior Lot shall mean the property line Abutting the Street. On a
corner Lot, the Front Lot Line is the shorter property line Abutting a Street, except in
those cases where the subdivision or parcel map specifies another line as the Front Lot
Line. On a through Lot or a Lot with three (3) or more sides Abutting a Street or a Corner
Lot with Lot Lines of equal length, the Director shall determine which property line shall
be the Front Lot Line for purposes of compliance with Yard and Setback provisions of
this Ordinance. On a private Street or Easement, the Front Lot Line shall be designated as
the edge of the Easement.

LOT LINE, REAR shall mean a Lot Line not Abutting a Street which is opposite and most
distant from the Front Lot Line. In the case of an irregular-shaped Lot, a line within the
Lot, parallel to and at a maximum distance from the Front Lot Line, having a length of
not less than ten (10) feet. A Lot which is bounded on all sides by Streets may have no Rear Lot Lines.

LOT LINE, SIDE shall mean any Lot Line which is not a Front or Rear Lot Line.

LOT, SIZE the area contained within the boundaries lines of a Lot including Easements.

LOT, THROUGH shall mean a Lot having Frontage on two dedicated parallel or approximately parallel Streets.

LOT WIDTH shall mean the horizontal distance between the Side Lot Lines, measured at right angles to the Lot Depth at a point midway between the Front and Rear Lot Lines. The strip of land used for Access or utilities shall not be included in the calculation of Lot Width.

LUMBER YARD shall mean a facility where building materials such as lumber, plywood, drywall, paneling, cement blocks, tile, insulation, brick, roofing materials and other similar building produces are stored and sold. Lumber yard does not include wood processing.

LUMBERMILL (see Wood Processing)

MACHINE, WELDING SHOP AND MICRO-FOUNDRY shall mean shops where lathes, presses, grinders, shapers and other wood and metal working machines are used, to include but not limited to blacksmith, tinsmith, welding, and sheet metal shops, plumbing, heating, and electrical repair shops, and overhaul shops. Micro-foundry includes processing of raw materials via melting, casting and tempering into a finished product.

MANUFACTURED HOME shall mean a factory built Dwelling Unit constructed after June 15, 1976 to standards established by the U.S. Department of Housing and Urban Development (HUD) with a HUD seal affixed, and which is designed to be used as a year-round Dwelling when connected to the required utilities. A Manufactured Home does not include Mobile Homes, Travel Trailers, Park Models or Recreational Vehicles. Park Models when constructed and sited to manufactured home standards.

MANUFACTURED HOME PARK shall mean any area or tract of land where one or more Manufactured or Mobile Home spaces are rented or leased or held out for rent or lease to accommodate Manufactured or Mobile Homes used for habitation.

MANUFACTURED HOME SPACE shall mean a plot of ground within a Manufactured Home Park designed for the accommodation of one Manufactured or Mobile Home.

MANUFACTURING, LIGHT shall mean the indoor manufacture, from predominantly prepared materials such as canvas, cellophane, cloth, cork, felt, fiber, fur, glass, leather, paper (no milling), precious or semi-precious stones or metals, metals, plaster, plastic, rubber, shells, textiles, tobacco, wood and yarns, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, which does not create or generate no, dust, hazardous or noxious emissions, smoke, odor, heat, glare or vibration outside of the building. Examples include but are not limited to manufacture and assembly of furniture, novelty and artisanal items; small-scale welding, blacksmithing and micro-foundaries; scientific and precision medical and dental
instruments or products, rubber and metal stamps, electronics, office and related machinery, bottling plants, and manufacture of pharmaceuticals such as cosmetics, drugs, perfumes, cannabis oils, toiletries and soap (not including refining or rendering of animal oils or fats).

MANUFACTURING, MEDIUM shall mean the manufacturing of products from processed or unprocessed raw materials, where the finished product is noncombustible and nonexplosive. This manufacturing may produce noise, vibrations, illumination or particulate that is perceptible to adjacent land uses, but is not offensive or toxic. Odors produced shall not have a negative effect on land uses within the range of the emission. Packaging of the product is permitted on site. Examples include but are not limited to the production of glass products made from manufactured glass; clay and pottery; food, dairy, beverages, candy and confections products; packing houses; computer hardware; products made from rubber, plastic, or resin, converted paper and cardboard; heavy machine and welding shops, and foundries.

MANUFACTURING, HEAVY shall mean establishments engaged in the initial processing or treatment of raw material or manufacturing of products that require additional processing, fabrication, or assembly for ultimate use by the consumer, such as the refining of oils or fats (tallow works), rendering or refining of animal byproducts, or uses that are hazardous, such as manufacturing of fireworks or other explosive-type items.

MEAT PROCESSING FACILITY, GAME shall mean the preparation of meat for human consumption by a processor or slaughterer regulated by the Arizona Department of Agriculture through an Exempt Processing License under A.R.S. § 3-2001(11) whose products are specifically labeled “not for sale.”

MEAN SEA LEVEL means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community’s Flood Insurance Rate Map are referenced.

MEAT PROCESSING FACILITY, SMALL shall mean the preparation of meat for human consumption as regulated by the Arizona Department of Agriculture for sale only within the state of Arizona.

MEAT PROCESSING PLANT shall mean a facility where live animals are slaughtered and prepared for distribution to a butcher shop or retail establishment, such as a grocery store. This use includes the cooking, smoking, processing and packing of eggs, meat or poultry for sale off site, but does not include rendering or refining of animal byproducts.

MEAT RECEIVING FACILITY, GAME shall mean a mobile refrigeration unit for the collection of game meat to be processed at a separate location.

MEDICAL MARIJUANA DISPENSARIES AND OFF-SITE CULTIVATION FACILITIES

MEDICAL MARIJUANA: All parts of any plant of the genus cannabis whether growing or not, and the seeds of such plant that may be administered to treat or alleviate a
qualifying patient’s debilitating medical condition or symptoms associated with the patient’s debilitating medical condition.

MEDICAL MARIJUANA DISPENSARY: A not-for-profit entity defined in ARS §36-2801(11) that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells, or dispenses marijuana or related supplies and educational materials to qualifying patients or their designated caregivers.

MEDICAL MARIJUANA INFUSION FACILITY: A facility that incorporates Medical Marijuana by means of cooking, blending, or incorporation into consumable/edible goods.

MEDICAL MARIJUANA OFF-SITE CULTIVATION LOCATION: A Building, Structure, or premises associated with, but separate from a Medical Marijuana Dispensary where cultivation, storage, infusion, and/or manufacture of Medical Marijuana products is accomplished.

METAL STORAGE CONTAINERS are defined as prefabricated, portable metal containers used for storage of personal property.

METEOROLOGICAL (MET) TOWER shall mean Structures used to mount atmospheric sensors to measure wind and other local conditions.

MICRO-BREWERY or MICRO-DISTILLERY shall mean an establishment that produces, bottles, and packages beer and other fermented malt beverages or spirituous beverages for sale on site in a taproom in which customers may sample or purchase the product, or for retail carry-out. May or may not include wholesale sales. Micro-breweries and micro-distilleries shall comply with all applicable state and local regulations.

MINING shall mean those activities conducted to develop or extract materials from a mine including on-site transportation, concentrating, milling, leaching, smelting or other processing of ores or other materials. Mining includes activities such as stone quarries, gravel and aggregate pits and washing, screening and drying facilities, stone mills, and rock crushing plants. Offices and maintenance buildings, weight stations, materials and machinery storage in association with mining activities are accessory to the mining use. Mining also includes land reclamation activities regulated pursuant to ARS chapter 5 or 6 of this title?

MINOR CHANGE is an administrative amendment that modifies a Development Plan and/or Subdivision Plan within a Planned District Zone. Such changes do not substantially modify the approved plan.

MIXED USE DEVELOPMENT, ACTIVITY CENTER shall mean a project located within an Activity Center identified by either the Comprehensive or Regional Plan, and which integrates a combination of primary commercial, residential, cultural, and/or institutional uses, where those functions are physically and functionally integrated on the same Site. Integrated Sites share driveways, parking, architectural elements, details and style to include but not limited to color and building materials, and that provide pedestrian connections within and outside of the site. The residential portion may include any of the
residential land uses listed in this Code, except for mobile homes and recreational vehicles.

**MIXED USE DEVELOPMENT, NON-ACTIVITY CENTER** shall mean a project located in commercial zones outside of a designated Activity Center, on an existing road network, and which integrates a combination of primary commercial, residential, cultural, and/or institutional uses, where those functions are physically and functionally integrated on the same Site. Integrated Sites share driveways, parking, architectural elements, details and style to include but not limited to color and building materials, and that provide pedestrian connections within and outside of the site. The residential portion may include any of the residential land uses listed in this Code, except for mobile homes and recreational vehicles.

MOBILE HOME shall mean a factory built Dwelling Unit constructed prior to June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a residence. Mobile Homes do not include Recreational Vehicles, Travel Trailers, or Manufactured Homes.

**MODEL HOME** as a temporary use associated with subdivision sales, until sales are complete.

MODULAR HOME shall mean a factory built Dwelling Unit which conforms to the following:

1. Built to the building code as adopted by Coconino County;
2. Built with exterior materials customarily used on conventional Site built Dwellings; e.g. wood siding, asphalt roof shingles;
3. Minimum roof pitch of 3 in 12;
4. Minimum one (1) foot overhangs on all four sides;
5. Minimum width of 20 feet; and
6. Constructed to be set on a permanent foundation similar to Site built Dwellings; e.g. footings and stem walls or piers, in compliance with the building codes as adopted by Coconino County.

MORTUARY shall mean a place for the storage of human or animal bodies prior to their burial or cremation. These uses may include crematoriums.

MOTEL shall mean the same as “Hotel”.

NATIVE PLANTS shall mean plant species occurring naturally and native to a given ecosystem or plant community.

NET AREA shall mean the total horizontal area within the property lines of a Lot or parcel of land excluding all vehicular access ways except those private easements which serve as primary access to no more than four individual Lots or parcels.

NEW SITE AREA
NEW CONSTRUCTION shall mean structures for which the “start of construction” commenced on or after the effective date of this Ordinance.

NONCONFORMING SITUATIONS DEFINITIONS - See Section 3.14

NONCONFORMING SITUATION shall mean a situation that occurs when, on the effective date of adoption of this Ordinance or a previous ordinance or on the effective date of a Zoning Ordinance text amendment or a zoning map change, an existing Lot or Structure or Use of an existing Lot or Structure does not conform to one or more of the regulations applicable to the district in which the Lot or Structure is located. A Nonconforming Situation may be any of the following.

NONCONFORMING USE shall mean a Use or activity which was lawful prior to the adoption, revision, or amendment of the Zoning Ordinance or zoning map, but which is unlawful by the use regulations applicable to the district in which the property is located.

NONCONFORMING LOT shall mean a Lot, the area or dimensions of which was lawful prior to the adoption, revision, or amendment of the Zoning Ordinance or zoning map, but which fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district.

NONCONFORMING SIGN shall mean any Sign lawfully existing on the effective date of the Zoning Ordinance or any amendment thereto which fails by reason of such adoption or amendment to conform to all standards and regulations of the Ordinance.

NONCONFORMING STRUCTURE OR BUILDING shall mean a Structure or Building the size, dimensions, or location of which was lawful prior to the adoption, revision, or amendment of the Zoning Ordinance but which fails by reason of such adoption, revision, or amendment to conform to the present regulations applicable to the zone in which the property is located.

NONCONFORMING PROJECT shall mean any Structure, development, or undertaking that is incomplete on the effective date of this Ordinance or any amendment thereto or of any zoning map change and which would be inconsistent with any regulation applicable to the zone in which it is located if completed as proposed or planned.

NOXIOUS WEEDS shall mean plant species designated as such by the Secretary of Agriculture, Secretary of the Interior, or by State law or regulation. Generally, noxious weeds will possess one or more of the characteristics of being aggressive and difficult to manage, parasitic, a carrier or host of serious insects or disease, and being non-native or new to or not common to the United States or parts thereof. Noxious Weed species have extensive and costly impacts on human health, safety, commerce, recreation, and general well-being. Noxious weeds can adversely affect food production, wilderness values, wildlife habitat, visual quality, forage production, reforestation, recreational opportunities, natural wild-fire regimes, and land values.

NUISANCE shall mean an interference with the enjoyment and use of a property.

NUISANCE PER SE shall mean a violation of any provision of this Ordinance, regardless of the degree of severity, which is a nuisance pursuant to A.R.S. 11-815 and 13-2917.
NURSERY shall mean the growing, display and sale of plant stock, seeds or other horticultural items.

OFF-HIGHWAY VEHICLE (OHV) shall mean any motorized vehicle designed for use off paved roadways, and shall include motorcycles, motorbikes, three-wheelers, quads, four-wheel-drive vehicles, snowmobiles, go carts, sandrails, UTVs and any similar vehicle.

OFF-HIGHWAY VEHICLE FACILITY shall mean a track or other constructed facility, generally with berms, hills, banked turns, and other grading, but possibly created by simply driving over an area to create a track, excluding ranching and agricultural operations, over which vehicles would traverse repetitively for recreational purposes. The facility may be for either personal or commercial use.

OIL, GAS AND PETROLEUM PUMPING, DISTRIBUTING OR STORAGE FACILITY shall mean the commercial operation of outdoor space for the storage or transfer of materials or products that may threaten the public health or safety because of combustibility, flammability, toxicity or disease potential. Examples include but are not limited to gasoline or flammables bulk stations, petroleum or liquefied gas products tank farms.

OPEN SPACE shall mean a primarily undeveloped landscape that provides scenic, ecological or recreational values or that is set aside for resource protection or conservation: an area of managed production such as forestland, rangeland or agricultural land that is essentially free of visible obstructions. Open space shall be primarily left in existing, native topography and vegetation with irrigated areas comprising less than half of the area.

OUTDOOR RECREATION FACILITY means an area designed for active recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, golf courses, tennis courts and swimming pools.

OVERLAY ZONE shall mean a zoning district that encompasses one or more underlying zones and that imposes additional requirements above that required by the underlying zone.

PACKING HOUSE shall mean a facility where fruit and/or vegetables are received and processed prior to market distribution.

PARCEL shall mean

PARK, PRIVATE shall mean land owned or controlled by a private or semi-public entity and used for passive or active recreation.

PARK, PUBLIC shall mean a natural or landscaped area, with or without buildings or structures, designed principally to offer passive or active recreation to the public.

PARK AND RIDE shall mean a facility designed for parking automobiles, the occupants of which then transfer to public transit, a carpool or vanpool to continue their trips.

PARK MODEL shall mean a Recreational Vehicle built to either Recreational Vehicle Industry Association or American National Standards Institute (ANSI) standards, typically 12 feet in width that is built on a single chassis, mounted on wheels, designed to be connected to utilities necessary for operation of installed fixtures and appliances, and has a gross trailer area of not less than 320 square feet and not more than 400 square feet, except that it does not include fifth wheel trailers.
PARKING AREA shall mean an area designed and constructed for the parking, storage and maneuvering of vehicles.

PARKING SPACE shall mean a space within a public or private parking area, exclusive of driveways, ramps, columns, offices and work areas, which space is for the temporary parking or storage of one motor vehicle.

PERSON means any individual, lessee, owner, or any commercial entity including but not limited to firm, business, partnership, joint venture, or corporation.

PERFORMANCE STANDARD shall mean criteria or limits relating to certain characteristics that a particular use or process may not exceed. A Conditional Use Permit may be applied for in order to request a waiver or change to Performance Standards.

PERSONAL SERVICES ESTABLISHMENT shall mean establishments providing individual, nonmedical, services related to personal needs, such as barber shops, beauty and nail salons, massage and spa services, shoe repair, tailor shops, laundromats (self-service), dry cleaning services, and health and fitness centers.

PLANNED RESIDENTIAL DEVELOPMENT (PRD) shall mean a tract of land developed as a unified residential development under single ownership or unified control. The PRD shall include is description the proposed development, consisting at a minimum a map and ordinance setting forth the specific regulations governing, and the location and phasing of all proposed uses and improvements to be included in the development.

PLANT UNIT shall mean a method of identifying Landscaping requirements. Alternative plant units are set forth in Section 4.4.C.13.

POULTRY A domesticated bird that is used to produce meat or eggs, including but not limited to chickens, hens, roosters, ducks, turkeys, peafowl and geese.

PRE-SCHOOL shall mean the use of any Building or Structure, in conjunction with any child care arrangement that provides care, supervision, education or instruction for more than six (6) preschool-aged children.

PRINCIPAL USE shall mean the primary or predominant use of any Lot or parcel.

PRINTING AND PUBLISHING SHOP shall mean a commercial printing operation for the custom reproduction of written or graphic materials on a custom order basis for individuals or businesses, to include but not limited to photocopying, blueprinting, lithography, imprinting, offset printing and newspaper publishing.

PUBLIC UTILITY SERVICE YARD

RECREATION FACILITIES, INDOOR shall mean those buildings or structures or areas built or developed for purposes of entertaining, recreating, exercising or observing various activities participated in either actively or passively by individuals or organized groups, such as amusement arcades, bowling alleys, billiard halls, climbing gyms, fitness facilities, racquetball and handball, movie theaters, skating rinks, excluding Community Centers.

RECREATIONAL FACILITIES, OUTDOOR means an area built or developed for active or recreation or entertainment, whether publicly or privately owned, including, but not
limited to, Arenas, Fairgrounds, amphitheaters, Drive-In Theaters, skating rinks, batting cages and baseball diamonds, driving ranges, soccer and football fields, golf courses, miniature golf, tennis courts, swimming pools, and horse race tracks, excluding Community Centers, Equestrian Centers, Riding Academies or Hunt Clubs.

RECREATION, PASSIVE may include trails for purposes of exercising or observing various activities participated in passively by individuals or organized groups.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

RECREATIONAL VEHICLE PARK shall refer to facilities for the temporary storage, parking and maneuvering of Recreational Vehicles (motor homes, Travel Trailers, campers, etc.) with adequate roads and stall sites, including sanitary and water facilities. Site locations are generally provided on a day-by-day, month to month, or seasonal basis. Employee housing is permitted as a permanent accessory residential use in a Recreational Vehicle. This use does not constitute a Manufactured Home Park.

RECYCLING CENTER shall mean a Building or Site within which recoverable resources are collected, separated, and processed prior to shipment to others for use in the manufacture of new products. A recycling center does not include Junk Yards.

RECYCLING-COLLECTION POINT shall mean an accessory use that serves as a neighborhood drop-off point for temporary storage of recoverable resources. Such facilities would consist of small enclosed containers, and would generally be located in shopping center parking lots or other public/quasi-public area such as at schools or churches.

RESTAURANT shall mean an establishment in which the principal use is to serve food and/or beverages, as defined by State statute, for consumption onsite.

RESTAURANT, DRIVE-IN/THRU shall mean an establishment that primarily delivers prepared food and/or beverages to customers in motor vehicles or to customers at a service window for consumption either on or off the premises.

RETAIL BUSINESS ESTABLISHMENT shall mean a commercial enterprise that provides goods, wares, merchandise or service for sale directly to the ultimate consumer, without a resale license.

RIGHT-OF-WAY shall mean land dedicated to public use for pedestrian, equestrian and vehicular movement, which may also accommodate public utilities, that is either publicly owned or subject to a public Easement. See County Engineer Design and Construction Manual.

RIVERINE means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

ROCK OUTCROPS shall mean rock outcrops and volcanic extrusions connected to bedrock, not piles of loose rock, larger than 25 feet in their longest dimension.
RODEO shall mean a competitive equestrian sport activity in which riders demonstrate their skill in barrel racing, riding broncos, roping cattle, wrestling steers and other events, usually organized as a spectator sport held within an Arena.

RESORT shall mean a building or group of buildings containing guest rooms, including timeshares, with a large portion of the site devoted to recreational activities, such as tennis, horseback riding, swimming, and golf.

RURAL PLANNING AREA shall mean an area created by petition of owners of a majority of the property to prepare a plan that emphasizes voluntary, nonregulatory incentives for accommodating the continuation of traditional rural and agricultural enterprises; designated by the Board of Supervisors under A.R.S. § 11.806.D.3.

SANITATION STATION shall mean

SECONDHAND MATERIALS shall mean manufactured goods that are deteriorated as to make them unusable in their current condition including but not limited to cloth, rope, rubber, glass, machinery, tools, appliances, fixtures, lumber, paper, cartons and containers, pipe, junk, auto parts, appliances, furniture, building materials, used tires, etc. that is stored for more than 24 hours in the same place.

SELF-SERVICE STORAGE FACILITIES shall mean any multi-unit facility designated or used for the purpose of providing individual compartmentalized and controlled access stalls or lockers for the indoor storage of customers’ goods and wares.

SETBACK shall mean the distance between the established Lot Line and any Building or Structure.

SETBACK LINE, FRONT shall mean the line which defines the depth of the required Front Setback. Said setback line shall be parallel with the street line and be removed therefrom by the perpendicular distance prescribed for the Front of the zone in which the property is located.

SETBACK LINE, REAR or SIDE shall mean the line which defines the width or depth of the required Rear or Side Setback. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed by the zone in which the property is located. Where the side or rear Setback abuts a street, the distance shall be measured as set forth in the “Setback Line, Front.”

SHIPPING CONTAINER shall mean a prefabricated, portable metal container used for storage also known as a Metal Storage Container.

SIGN DEFINITIONS
SIGN shall mean a Structure, Advertising Device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. This definition shall not include official notices issued by any court or public body or officer or directional warning or information Sign or Structure required by or authorized by law.
SIGN (Signs) shall mean a Structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. This definition shall not include official notices issued by any court or public body or officer or directional warning or information Sign or Structure required by or authorized by law.

SIGN, DETACHED (FREESTANDING) SIGN shall mean a ground Sign with no form of support other than its own structural members.

SIGN, DOUBLE-FACED shall mean a Sign with two faces only, with each face oriented 180 degrees from the other.

SIGN, PROJECTING shall mean a Sign attached to a Building wall or Structure that extends horizontally more than twelve (12) inches from the face of the wall.

SIGN, RANCH ARCH shall mean a sign which spans the entrance to a residential property and indicates the name of the property, the property owner or address or merely is decorative.

SIGN, ROOF shall mean a Sign erected over or on, and wholly or partially dependent upon the roof of any Building for support, or attached to the roof in any way. This definition shall also include any sign painted directly on a roof.

SIGN, OFF-PREMISE (signs) shall mean any Sign that directs attention to a business, commodity, service, idea or proposition, entertainment, product, Structure, Use or property different from a business existing on the property excluding appurtenant easements, where the Sign is located. An Off-Premise Sign also includes a Sign on which space is rented, donated, or sold by the owner of said Sign or property for the purpose of conveying a message.

SIGN, OFF-PREMISE shall mean any Sign that directs attention to a business, commodity, service, idea or proposition, entertainment, product, Structure, Use or property different from a business existing on the property excluding appurtenant easements, where the Sign is located. An Off-Premise Sign also includes a Sign on which space is rented, donated, or sold by the owner of said Sign or property for the purpose of conveying a message.

SIGN, PROJECTING shall mean a Sign attached to a Building wall or Structure that extends horizontally more than twelve (12) inches from the face of the wall.

ROOF SIGN shall mean a Sign erected over or on, and wholly or partially dependent upon the roof of any Building for support, or attached to the roof in any way. This definition shall also include any sign painted directly on a roof.

SIGN, WINDOW shall mean a Sign, which is displayed in a window so as to be visible beyond the boundaries of the parcel upon which such Signs are displayed.

SITE shall mean a contiguous area of land, including a lot or parcel or a portion thereof, upon which a project is developed or proposed for development, and is in single ownership or
has multiple owners, all of whom join an application for development, of land,
subdivided or unsubdivided, occupied or to be occupied by a Use or Structure.

SITE AREA shall mean the total gross area to be used for development of a project.

SITE AREA, NET shall mean the Site Area less the amount of land required to be dedicated for
public purposes or other dedications.

SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete
dimensioning, all of the Buildings, Structures and Uses and the exact manner of
development proposed for a specific parcel of land.

SOLID WASTE HAULER YARD shall mean

SOLID WASTE TRANSFER FACILITY shall mean a storage or collection facility that is
permitted by the Arizona Department of Environmental Quality and operated as a relay
point for solid waste and recycling materials, that is then transferred to a sanitary landfill.

STABLE, COMMERCIAL shall mean a Structure or Site for more than 2 horses, mules or
ponies and other similar animals which is rented, used or boarded for others on a
commercial basis for compensation.

STABLE, PRIVATE shall mean an Accessory Structure for the keeping of horses, mules or
ponies or other similar animals owned by the occupants of the premises and not rented,
used or boarded on a commercial basis for compensation.

STATE shall mean the State of Arizona.

STEEP SLOPES shall mean improved or unimproved lands, any lot, parcel, tract of land where
the existing natural terrain has an average cross-slope of twenty-five (25%) percent or
greater and/or unstable slopes and where the natural state of such should be conserved as
open space.

STONE AND MONUMENT YARDS shall mean

STORY shall mean that portion of a Building included between the surface of any floor and the
surface of the floor next above it, or if there be no floor above it, then the space between
such floor and the ceiling next above it.

STREET shall mean a public thoroughfare or Right-of-Way or approved private thoroughfare or
Right-of-Way determined by the Commission to be adequate for the purpose of Access,
which affords the principal means of Access for Abutting property including avenue,
place, way, drive, lane, boulevard, highway, road and any other thoroughfare, except as
excluded in this Ordinance. The word “Street” shall include all major and secondary
highways, collector Streets, and local Streets but shall not include Alleys. See County

STRUCTURAL ALTERATION shall mean any change in or alteration to a Structure involving
a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof
diaphragms, foundations, piles, retaining walls, or similar components.

STRUCTURE shall mean anything constructed or erected, any edifice or Building of any kind,
or any piece of work artificially built up or composed of parts joined together in some
definite manner, which requires location on or in the ground or is attached to something having a location on or in the ground, including but not limited to Mobile Homes, Signs, pre-fab storage sheds, light standards, fl.-ag poles, church spires, antennas, swimming and wading pools, and covered patios, excepting paved areas, concrete walks, tennis courts, and similar outdoor areas, and further excepting fences and walls three (3) feet or less in height.

STRUCTURE HEIGHT shall mean the vertical distance from the average line of the highest point and lowest points of the preexisting natural Grade of that portion of the lot covered by the Structure to the highest point of the coping of a fl-at roof or to the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof.

SUBDIVISION OR SUBDIVIDED LANDS: shall mean improved or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interests. Also includes a stock cooperative, lands divided or proposed to be divided as part of a common promotional plan and residential condominiums as defined in A.R.S. title 33, chapter 9. See the Subdivision Ordinance for further details.

TEMPORARY USE shall mean a land use that is designed, operated, and occupies a site for a limited time pursuant to performance standards. See Special Uses and Conditions Section 3.2.

TINY HOUSE shall mean a dwelling that is 400 square feet or less, excluding lofts, that can be site built, partially site built, or on an approved trailer. Park model structures that are built to Building Code Standards may qualify as a Tiny House.

TOWER shall mean a self-supporting Structure such as a lattice Tower or monopole, a guyed Tower, or a Structure affixed to or mounted on an existing or newly constructed Building or other permanent Structure, together with associated equipment, designed to support one or more Antenna.

TOWNHOUSE shall mean a Single-Family Dwelling that shares a party wall with another of the same type.

TRADE SCHOOL shall mean a vocational…

TRANSIT STOP CENTER shall mean a small scale covered or open waiting area for bus and other transit opportunities, usually located in public street right of way, and without parking facilities.

TRAVEL TRAILER shall mean a self-contained vehicle without motive power, portable structure with wheels built on a chassis, designed as a temporary Dwelling for travel-recreation and vacation purposes, having a body width not exceeding eight (8) feet and its body length does not exceed 40 feet.

TRUCK STOP AND TRAVEL CENTER shall mean a facility for fueling and servicing trucks and tractor trailers, with or without a Convenience Market and/or other ancillary uses.

TRUCK YARD shall mean the parking, storage, or maintenance of two (2) or more Commercial Vehicles on any given lot or parcel of land.
TURBINE, HUB HEIGHT, The distance measured from ground level to the center of the turbine hub.

TURBINE, TOTAL HEIGHT: The distance measured from ground level to the blade extended at its highest point.

TURBINE, WIND is a device which converts the kinetic energy of the wind into a useable form of electrical energy.

UNLICENSED VEHICLE shall mean any motor vehicle which is not currently licensed.

USE shall mean the purpose for which land or a Building is occupied or maintained.

UTILITY INSTALLATION shall mean all above-ground Buildings, Structures and related equipment for electric, telephone (other than wireless), and television, water distribution, wastewater treatment, storage facilities and natural gas providing utility services. Transmission and distribution lines and supporting Structures are not included.

UTILITY SCALE RENEWABLE ENERGY SYSTEM shall mean a facility, including buildings, towers, panels and supporting structures, that generates renewable electricity for sale primarily off-Site.

VEHICULAR, BOAT AND RECREATIONAL VEHICLE STORAGE YARDS shall mean the outdoor storage of licensed and operable automobiles, trucks, boats and recreational vehicles in a facility providing space for lease to private individuals.

VETERINARY FACILITIES shall mean a Building or Site where animals are given medical care and the boarding of animals is limited to short-term care incidental to the hospital use. This use does not include Kennels, Stables or animal shelters.

VIOLATION shall mean

WAREHOUSING shall mean the use of a Building or portion thereof for the commercial storage of goods or merchandise and where no retail or Wholesale operation is conducted at the Site.

WATER FEATURES shall include Floodplains, Riparian Areas, Rivers/Streams, Springs/Seeps, and Wetlands as defined below:

Floodplains: The area along a perennial or ephemeral stream or river that fills with water periodically. Floodplains can include riparian areas and sometimes have a distinct vegetative community that included water-loving plants. However, in Coconino County, many floodplains are simply characterized by grassy areas. (See the Zoning Ordinance for Floodplain Management Regulations.)

Riparian Areas: The ecosystem located along a perennial or ephemeral river. Usually characterized by water-loving plants/trees, riparian areas run parallel to streams and rivers.

Rivers/Streams: The lowest point within a watershed where water moves downstream. Streams and rivers in Coconino County can be perennial or ephemeral.

Springs/Seeps: Fixed locations where groundwater emerges from the earth perennially or ephemerally. These features usually have a distinct water-loving plant community.
associated with them which can include mesic grasses, reeds, rushes, sedges, cattails and a variety of shrubs and trees.

Wetlands: An area that is saturated by water perennially or seasonally and have a distinct vegetation community associated with water. The term wetlands encompass both the aquatic environmental associated with the pond or lake and the distinct vegetative community around the periphery which can be characterized by mesic grasses, reeds, rushes, sedges and/or cattails. (See the USACOE for regulations.)

WHOLESALING shall mean the selling of any type of goods or materials for the purpose of resale.

WILD ANIMALS shall mean which are normally found living and growing in the natural environment and are not usually domesticated or cultivated.

WILDLIFE CORRIDOR shall be as defined by the Coconino County Wildlife Connectivity Assessment or expert opinion by the Arizona Game and Fish Department.

WINERY shall mean an agricultural processing facility used for the commercial purpose of processing grapes, other fruit products, or vegetables to produce wine or similar spirits. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery with retail sales as part of the winery operations.

WIRELESS TELECOMMUNICATION FACILITIES mean any combination of one or more Antennas, Towers and/or Structures with equipment used for the transmission of wireless communication.

WIRELESS TELECOMMUNICATION FACILITIES DEFINITIONS - See Section 3.10

WOOD PROCESSING AND LUMBERMILL shall mean the preparation or production of wood materials for firewood sales or construction materials, including milling of forest products to produce rough and finished lumber and other wood materials for use in manufacturing, craft or construction.

YARD shall mean an opening that lies between Structures or a Structures and the nearest lot line. The minimum required yard as set forth in the Ordinance is unoccupied and unobstructed from the ground upward except as specifically provided for.

ZONE shall mean a classification established by this Ordinance which limits or permits various and specific Uses subject to specific performance and development standards. Zone shall mean the same as “District” in A.R.S. §11-801.

ZONING HEARING shall mean a proceeding before the Hearing Officer in which the Zoning Inspector, a Code Enforcement Officer, or the County Attorney’s Office presents evidence showing the existence of a violation of the Zoning Ordinance and the Alleged Violator, or other designated representative, has the opportunity to present evidence.

ZONING INSPECTOR/COMPLIANCE MANAGER shall mean the person appointed by the Board of Supervisors pursuant to A.R.S. 11-815(A) to enforce the provisions of the Zoning Ordinance and investigate possible violations thereof.
ZONING ORDINANCE or ORDINANCE shall mean the Zoning Ordinance of the County of Coconino, Arizona.

Section 6.2.A: Floodplain Management Definitions

See Section 2.15.B. Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

ACCESSORY USE, FLOODPLAIN means a Use which is incidental and subordinate to the Principal Use of the parcel of land on which it is located.

ACCESSORY STRUCTURE means a Structure that is on the same parcel of property as a principal structure, and the use of which is incidental to the use of the principal structure.

ALLUVIAL FAN FLOODING means Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

APEX means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and Alluvial Fan Flooding can occur.

APPEAL means a request for a review of the Floodplain Administrator’s interpretation of any provision of this Ordinance or a request for a Variance.

AREA OF SHALLOW FLOODING means a designated AO, AH, or VO Zone on the Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of Flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of Flooding is unpredictable and where velocity flow may be evident. Such Flooding is characterized by ponding or sheet flow.

BACKFILL means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving Flood water conveyance or to restore the land to the natural contours existing prior to excavation.

BASE FLOOD shall mean the flood having a one-percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

BREAKAWAY WALL means a wall that is not part of the structural support of the Building and is intended through its design and construction to collapse under specific
lateral loading forces, without causing damage to the elevated portion of the Building supporting foundation system.

COMMUNITY, FLOODPLAIN means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce Floodplain management regulations for the area within its jurisdiction.

CRITICAL FEATURE means an integral and readily identifiable part of a Flood Protection System without which the Flood protection provided by the entire system would be compromised.

DEVELOPMENT, FLOODPLAIN means any human-made change to improved or unimproved real estate, including but not limited to Buildings or other Structures, mining, dredging, filling, grading, paving, and excavation or drilling operations, and storage of materials and equipment located within the Special Flood Hazard Area.

ENCROACHMENT, FLOODPLAIN means the advance or infringement of Uses, plant growth, fill, excavation, Buildings, permanent Structures or development into a Floodplain which may impede or alter the flow capacity of a Floodplain.

EXISTING MANUFACTURED HOME PARK or SUBDIVISION means a Manufactured Home Park or Subdivision for which the construction of facilities for servicing the Lots on which the Manufactured Homes are to be affixed (including, at a minimum, the installation of utilities, the construction of Streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the Floodplain management regulations adopted by the Community.

FINANCIAL ASSISTANCE means any form of loan, grant, guaranty, insurance, payment, re-bate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance, other than general or special revenue sharing or formula grants made to States.

FLOOD or FLOODING means a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of Flood waters, (2) the unusual and rapid accumulation or runoff of surface waters from any source, and/or (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of Erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash Flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in Flooding as defined in this definition.

FLOOD INSURANCE RATE MAP (FIRM) means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the Community.
FLOOD INSURANCE STUDY means the official report provided by the Federal Insurance Administration that includes Flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base Flood.

FLOODPLAIN or FLOOD-PRONE AREA means any land area susceptible to being inundated by water from any source (see definition of “Flood”).

FLOODPLAIN ADMINISTRATOR means the Director of Community Development who is hereby authorized by the Floodplain Board to administer and enforce the provisions of this Ordinance.

FLOODPLAIN BOARD means the Board of Directors of the Flood Control District of Coconino County at such times as they are engaged in the enforcement of this Ordinance.

FLOODPLAIN MANAGEMENT means the operation of an overall program of corrective and preventive measures for reducing Flood damage and preserving and enhancing, where possible, natural resources in Floodplains, including but not limited to emergency preparedness plans, Flood control works and Floodplain Management Regulations.

FLOOD PLAIN MANAGEMENT REGULATIONS means this Ordinance and other Zoning ordinances, Subdivision regulations, Building codes, health regulations, special purpose ordinances (such as Floodplain ordinance, grading ordinance and Erosion control ordinance) and other applications or police power which control development in Flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing Flood loss and damage.

FLOOD PROTECTION SYSTEM means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify Flooding in order to reduce the extent of the area within a community subject to “Special Flood Hazard” and the extent of the depths of associated Flooding. Such a system typically includes dams, reservoirs, levees or dikes. These specialized Flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING means any combination of structural and non-structural additions, changes, or adjustments to Structures which reduce or eliminate Flood damage to real estate or improved real property, water and sanitary facilities, Structures and their contents.

FLOOD-RELATED EROSION means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in Flooding.

FLOOD-RELATED EROSION AREA MANAGEMENT means the operation of an overall program of corrective and preventive measures for reducing Flood-related
Erosion damage, including, but not limited to, emergency preparedness plans, Flood-related Erosion control works, and Floodplain Management Regulations.

FLOODWAY means the channel of a river or other Watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as “Regulatory Floodway”

FLOODWAY FRINGE is that area of the Floodplain on either side of the “Regulatory Floodway” where encroachment may be permitted.

FREEBOARD means a factor of safety usually expressed in feet above a Flood level for purposes of Floodplain Management. “Freeboard” tends to compensate for the many unknown factors that could contribute to Flood heights greater than the height calculated for a selected size Flood and Floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE means a Use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship Building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HARDSHIP as related to Section 2.15.B, Variances, of this Ordinance means the exceptional hardship that would result from a failure to grant the requested Variance. The governing body requires that the hardship be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a Structure.

LEVEE means a human-made Structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary Flooding.

LEVEE SYSTEM means a Flood Protection System which consists of a Levee, or Levees, and associated Structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR means the lowest floor of the lowest enclosed area (including Basement). An unfinished or Flood resistant enclosure, usable solely for parking of vehicles, Building Access or storage in an area other than a Basement area is not considered a Building’s lowest floor; provided, that such enclosure is not built so as to render the Structure in violation of the applicable non-elevation design requirements of this Ordinance.
MANUFACTURED HOME, FLOODPLAIN means a Structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “Manufactured Home” does not include a “Recreational Vehicle”.

MANUFACTURED HOME PARK OR SUBDIVISION, FLOODPLAIN means a parcel (or contiguous parcels) of land divided into two or more Manufactured Home Lots for sale or rent.

MARKET VALUE shall be determined by estimating the cost to replace the Structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the Structure was constructed. The cost of replacement of the Structure shall be based on a square foot cost factor determined by reference to a Building cost estimating guide recognized by the Building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the Floodplain Administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized Building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

MEAN SEA LEVEL means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community’s Flood Insurance Rate Map are referenced.

MUDSLIDE (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground preceded by a period of unusually heavy or sustained rain. A Mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

MUDSLIDE (i.e., MUDFLOW) AREA MANAGEMENT means the operation of an overall program of corrective and preventive measures for reducing Mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and Floodplain Management Regulations.

MUDSLIDE (i.e., MUDFLOW) PRONE AREA means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

NEW CONSTRUCTION, FLOODPLAIN means, for the purposes of determining insurance rates, Structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such Structures. For Floodplain Management purposes, “New Construction” means Structures for which the “start of construction”
commenced on or after the effective date of a Floodplain Management Regulation adopted by the Flood Control District and includes any subsequent improvements to such Structures

NEW MANUFACTURED HOME PARK or SUBDIVISION means a Manufactured Home Park or subdivision for which the construction of facilities for servicing the Lots on which the Manufactured Homes are to be affixed (including at a minimum, the installation of utilities, the construction of Streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of Floodplain Management Regulations adopted by the community

OBSTRUCTION includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, Building, wire, fence, rock, gravel, refuse, fill, Structure, vegetation, or other material in, along, across, or projecting into any Watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

ONE HUNDRED YEAR FLOOD means the Flood having a one percent chance of being equaled or exceeded in any given year (see “BASE FLOOD”).

PERSON, FLOODPLAIN means an individual or his agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.


PROGRAM DEFICIENCY means a defect in a community’s Floodplain Management Regulations or administrative procedures that impairs effective implementation of those Floodplain Management Regulations or of the NFIP standards.

RECREATIONAL VEHICLE, FLOODPLAIN means a vehicle which is: built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

REGULATORY FLOOD ELEVATION means an elevation one foot above the Base Flood Elevation for a Watercourse for which the Base Flood Elevation has been determined and shall be as determined by the criteria developed by the director of water resources for all other Watercourses.

REGULATORY FLOODWAY means the channel of a river or other Watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A VIOLATION means to bring the Structure or other development into compliance with State or local Floodplain Management Regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced
include protecting the Structure or other affected development from Flood damages, implementing the enforcement provision of this Ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the Structure or other development.

REPEETITIVE LOSS STRUCTURE means a Structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred Flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the Flood damage, on average, equaled or exceeded 25% of the market value of the Structure at the time of each such Flood event.

RIVERINE means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SHEET FLOW AREA (see “AREA OF SHALLOW FLOODING”).

SPECIAL FLOOD HAZARD AREA means an area in the Floodplain subject to a 1 percent or greater chance of Flooding in any given year. It is shown a Flood Insurance Rate Map as Zone A, AO, A1-30, AE, A99, or AH.

START OF CONSTRUCTION, FLOODPLAIN includes substantial improvement and other proposed development, and means the date the Building Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a Structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a Manufactured Home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of Streets and/or walkways; nor does it include excavation for a Basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory Buildings, such as Garages or sheds not occupied as Dwelling Units or not part of the main Structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a Building, whether or not that alteration affects the external dimensions of the Building.

STRUCTURE, FLOODPLAIN means a walled and roofed building that is partially above ground, including a gas or liquid storage tank that is principally above ground, as well as a Manufactured Home.

SUBSTANTIAL DAMAGE means damage of any origin sustained by a Structure whereby the cost of restoring the Structure to its before damaged condition would equal or exceed 50 percent of the market value of the Structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT means any reconstruction, rehabilitation, addition or other improvement of a Structure, the cost of which equals or exceeds 50 percent of the market value of the Structure before the “start of construction” of the improvement. This term includes Structures which have incurred “Substantial Damage”, regardless of the actual repair work performed. The term does not, however, include either (1) any project
for improvement of a Structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) any alteration of a “Historic Structure”, provided that the alteration will not preclude the Structure’s continued designation as a “Historic Structure.”

VARIANCE shall mean a grant of relief from certain requirements of this Ordinance which permits development in a manner that would otherwise be restricted by this Ordinance.

VIOLATION means the failure of a Structure or other development to be fully compliant with the community’s Floodplain Management Regulations. A Structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provide.

WATER SURFACE ELEVATION means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of Floods of various magnitudes and frequencies in the Floodplains of Riverine areas.

WATERCOURSE shall mean any lake, river, creek, stream, wash, arroyo, channel, or other topographic feature on or over which waters flow at least periodically. The term may include specifically designated areas in which substantial flood damage may occur.

WATERCOURSE MASTER PLAN means a hydraulic plan for a Watercourse that examines the cumulative impacts of existing development and future encroachment in the Floodplain and future development in the watershed on potential Flood damages, and establishes technical criteria for subsequent development so as to minimize potential Flood damages for all Flood events up to and including the One Hundred-Year Flood.
Recap of Review

**COMPleted**

Chapter 1 – General Provisions

**Current Focus**

Chapter 2 – BOS reviewing matrix of proposed changes

Chapter 3 – Special Uses & Conditions

Chapter 4 – BOS previewed 11.13.18; CDAG 1.17.19; P&Z 2.27.19
Highlights of Changes

Section 3.2: Temporary Uses
- Purpose Statement & clarifications
- Maximum operating times modified

Section 3.3: Agriculture and Animal Keeping
- Formatting modified
- Manure management added as a standard

Section 3.4: Accessory Dwellings
- Manufactured homes added as ADU; increased min size; separation distances increased; waiver criteria updated.
Highlights of Changes

Section 3.5 and 3.6: Home Occupations & Cottage Industries
- Purpose Statements added, clarifications that outdoor storage allowed with game meat processing.
- Waiver criteria for County road access added.

Section 3.7: Bed and Breakfast Establishment
- Purpose Statement added; changed to permitted use; max. number of rooms and guests increased.

Section 3.8: Group Homes for the Disabled
- No changes.
Highlights of Changes

Section 3.9: Wireless Telecommunication Facilities
- FAA-approved radar activated safety lights; bird flight diverters standards added
- Possible changes to max. allowable tower height.

Section 3.10: Metal Storage Container Boxes
- Allow one 360sf container proposed; not in front yard

Section 3.11: Accessory Wind Energy Systems
- Blade length added to setback; bird diverters
Highlights of Changes

Section 3.12: Medical Marijuana Dispensaries & Off-Site Cultivation

- No changes

Section 3.13: Nonconforming Uses

- Removed “historic” from title

Sections 3.14 & 3.15: Walls & Fencing and Storage & Screening

- Moved to Chapter 4, Performance Standards

Section 3.16: Amateur Radio Towers

- Purpose statement added
NEW STANDARDS:

- Front County road; waiver criteria
- Emergency Response Plan
- Dust mitigation
- Lighting and Public Address systems
- Invasive weeds
- Sanitation plans
NEW STANDARDS:

- Addresses noise - standard (50 dBA), kennel design, 150’ separation from single family zone
- Animal waste & livestock manure addressed
- Lighting
- Invasive weeds
- Sanitation plans
NEW STANDARDS:

- One as residence in G zone with Administrative Permit; allowed in Manufactured Home Park zone, & with a CUP in non-conforming G and conforming AR zones
- Wastewater disposal permit
- Building permits for solid fuel-burning appliances
- Screen equipment, machinery & building materials
- Noise impacts from generators mitigated
NEW STANDARDS:

- Allowed in conforming G zone residential parcels (10 acre minimum) with CUP
- 2 campsites per acre; maximum 1 primary residence, one ADU or 2 cabins
- Driveway standards for compacted AB
- Access via County road; waiver criteria
- 50’ setbacks from single family residential zone
NEW STANDARDS:

- RV’s in G zone limited to 20% of total campsites; *P&Z and PRC discussion*
- Emergency services plan required *PRC comments*
- Trash facilities required
- Neighborhood compatibility plan to address hours of operation, noise, location of recreation amenities etc. *Generators discussed with P&Z & PRC*
- County Health Services District standards required
Questions?
Next Topic:

Chapter 4: Performance Standards
March 12, 2019

To: Coconino County Board of Supervisors

From: Department of Community Development

Subject: Zoning Ordinance Update: Review of Draft Chapter 3, Special Uses and Conditions

OVERVIEW
This is an ongoing informational update in the current round of revisions to the Coconino County Zoning Ordinance. The attached draft contains updates to Chapter 3, Special Uses and Conditions, and is based on recommendations and comments from the Planning and Zoning Commission, the Parks and Recreation Commission, the Community Development Advisory Group (CDAG), Technical Advisory Group and planning staff.

The overall update to the Zoning Ordinance is anticipated to be completed in the Fall of 2019. The next chapter scheduled for review is Chapter 4, Performance Standards.

SUMMARY OF UPDATES TO CHAPTER 3
Chapter 3 provides special standards and conditions to specific land uses that generate additional impact and require specialized or more restrictive standards than general performance standards provide in Chapters 2 and 4. The following summary provides a section by section overview of the draft changes to Chapter 3 (where additional edits being researched and that are not reflected in the draft presented with this summary are noted below in *italics*).

Section 3.2: Temporary Uses

- A Purpose Statement is added.
- Clarifications are made to some of the specific listed temporary uses.
- Maximum operating time frames modified for some temporary uses.
Section 3.3: Agriculture and Animal Keeping

- Formatting modified to condense subsections.
- Manure and waste management added as a performance standard. *Definitions are being researched.*
- *Modifications to some animal keeping standards are being researched in coordination with the Health District.*

Section 3.4: Accessory Dwellings

- Manufactured homes are added as an allowed accessory dwelling unit where those are permitted types of dwellings.
- Maximum separation distances between the ADU and primary dwelling unit have been increased.
- Updated waiver criteria for separation distances and maximum square footage.
- Added standard to not locate in front of primary dwelling.

Sections 3.5 and 3.6: Home Occupations and Cottage Industries

- Purpose Statements are added.
- Clarification added that outdoor storage for game meat processing as a Cottage Industry is allowed (suggested by CDAG).
- Criteria waiving direct access from a County maintained road are added for Cottage Industry.

Section 3.7: Bed and Breakfast Establishment

- A Purpose Statement is added.
- Bed and Breakfasts are changed from conditional to permitted uses.
- Maximum number of guest rooms and occupants increased.
- Provisions are added for signs.

Section 3.8: Group Homes for the Disabled

- No changes.

Section 3.9: Wireless Telecommunication Facilities

- Modified to require FAA-approved radar activated safety lights.
- *New detail added for bird flight diverters is being further investigated* (the CDAG supports this addition).
- *Possible changes to maximum allowable tower height standards are being researched.*
Section 3.10: Metal Storage Container Boxes

- Limitation of two 160 square foot containers is modified to allow one 360 square foot container.
- Added a standard that the box not be located in front of the primary dwelling.

Section 3.11: Accessory Wind Energy Systems

- Added blade length to setback requirement.
- *May add bird flight diverter detail.*

Section 3.12: Medical Marijuana Dispensaries and Off-Site Cultivation

- No changes

Section 3.13: Nonconforming Uses

- The word “Historic” is removed from the heading as this section does not reference or address historic buildings or properties, as defined by the State of Arizona Historic Preservation Act (SHPA) under the National Historic Preservation Act (NHPA)

Sections 3.14 and 3.15: Walls and Fencing and Storage and Screening

- Both Sections are moved to Chapter 4, Performance Standards

Section 3.16: Amateur Radio Towers

- A Purpose Statement is added

The following Sections are NEW performance standards designed to apply to land uses that are currently permitted with Conditional Use Permits, for land uses that are being recommended to change from conditional to permitted uses, or uses that are permitted with an Administrative Permit. See specific details and standards for each section in the attached Chapter 3 draft.

Section 3.XX: Recreational Facilities, Outdoor

Section 3.XX: Animal Shelters and Kennels, Commercial

Section 3.XX: Recreational Vehicles as a Permanent Residence

Section 3.XX: Campgrounds and Recreational Vehicle Parks
COMMUNITY DEVELOPMENT ADVISORY GROUP, PLANNING AND ZONING COMMISSION AND PARKS AND RECREATION COMMISSION RECOMMENDATIONS

The Community Development Advisory Group reviewed Chapter 3 on October 25 and November 15, 2018. The Planning and Zoning Commission reviewed the draft on November 21, 2018, and at their request, the Parks and Recreation Commission reviewed the draft on February 7, 2019.

CDAG COMMENTS ON PROPOSED REVISIONS

The CDAG discussed all of the proposed edits at length, particularly manure management standards. That group agreed that manure standards are important to protecting water quality throughout the County. Staff researched this issue further by meeting with the County Public Health Services District Animal Management to understand how that department regulates health issues and better inform how the zoning ordinance can be used to address this issue.

The CDAG also recommended ideas to inform future updates to the zoning ordinance that are not being addressed with this current version, and specifically to Chapter 3:

- Coordinate a seminar on acoustics and invite an expert in the field to better understand how noise impacts can be monitored and potentially addressed through the zoning ordinance. For example, is it appropriate to include a 50-decibel limit in Section 3.2.C.1?
- Review the “Code of the West” and how an educational program or brochure might be created to inform Section 3.3, Agriculture and Animal Keeping, particularly regarding animal care.

PLANNING AND ZONING COMMISSION COMMENTS ON PROPOSED REVISIONS

The Planning and Zoning Commission discussed all proposed edits, with particular focus on the new campground standards, such as campground density and generator noise. A specific recommendation from the P&Z was to not permit generators in G zoned campgrounds, and the P&Z directed staff to reach out to the Parks and Recreation Commission for additional input on this issue.

PARKS AND RECREATION COMMISSION COMMENTS ON PROPOSED REVISIONS

The Parks and Recreation Commission were provided with all of the Chapter 3 revisions and focused their discussion mainly on the revised recreation definitions, new campground
standards, and how these might impact County park facilities. They provided specific recommendations for:

- Emergency response plan standards.
- Suggested adding more specifics regarding dust mitigation measures.
- Considered the indoor arena definition.
- Commented that without a noise ordinance, another way to address and enforce noise is to cite a specific ending time for use of public address systems noise level (decibel) for public address systems.
- The proposed residential-zone campground density at 2 per acre property may be too low to be economically viable.
- Suggested establishing a per person campsite limit.
- Generators may be needed where there is “dry camping”.

**SCHEDULE**

The next section scheduled for review is Chapter 4, Performance Standards.

**RECOMMENDATION**

This report is informational only and requires no action.

Respectfully submitted,

Jess McNeely, AICP  
Assistant Director / Planning and Zoning Manager

Prepared by: Melissa Shaw, AICP, Long Range Planner

**Attachment**

Draft Chapter 3
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Section 3.1: Purposes

This Section is intended to provide special standards and conditions to specific Uses within the Zoning Ordinance. The provisions of this Section shall apply to the uses and conditions hereinafter enumerated. Where this Section prescribes regulations more restrictive than the zone in which a use or conditional use is permitted, the provisions of this Section shall apply.

Section 3.2: Temporary Uses

Section 3.2.A: Purpose

The purpose of this Section is to authorize uses for a limited and fixed duration within a zoning district where the temporary use is otherwise prohibited.

Section 3.2.B: Applicability

All time requirements are consecutive days per calendar year unless specifically stated otherwise. Only one temporary use permit is to be issued for a parcel at any one time. Temporary use permits shall not have overlapping time frames. Multiple temporary uses may be considered only through Planning & Zoning Commission approval.

a1. Special events shall be limited to a maximum of four (4) times per calendar year not to exceed a maximum duration of seven (7) days per event, and shall include such outdoor activities as:

a1. Transient amusement activities (carnivals, circuses)

b2. Tent revivals, seasonal festivals

c3. Outdoor sales events (sidewalk, parking lot sales, excluding garage sales on residential properties)
d4. Outdoor art and craft shows, exhibits (art, craft, RV, boat)

d5. Events shall be limited to a maximum of three (3) times per calendar year not to exceed a maximum duration of five (5) days per event.

b2. Seasonal Stables, and Horseback Rides with associated campfire and meal activities. Permits from other agencies may be required.

3e. Seasonal Game Receiving Stations or Processing Facilities.

4d. Christmas tree Holiday sales lots, such as holiday trees and pumpkin sales, subject to not more than 40-90 days of site occupation and operation per year.

e. Pumpkin sales lots, subject to not more than 30 days of site occupation and operation per year.

5f. Campaign offices subject to not more than 70 continuous days of site occupation and operation.

6g. Religious, patriotic, historic, or similar displays or exhibits within yards, parking areas, or landscaped areas, subject to not more than 30 days of display in any one year period for each exhibit.

7h. Contractor’s office, office trailers, metal storage containers and storage yards on the off site of an active construction project.

i. Office trailers for security purposes on the site of an active construction site of major development projects. Temporary use permits may be issued for the length of the construction project but for no longer than 12 months. Permit may be renewed annually so long as project remains in active status. (Temporary offices located on-site to not require a Temporary Use Permit and may be approved with the building and/or construction permit.

j8. Stands for the sale of jewelry, art, furs, rugs and similar home-type products subject to not more than 30 days per year.

9k. Stands for the sale of produce subject to not more than 30-120 consecutive days per year. The provisions of this subsection do not apply to the sale of produce raised on the premises.

10l. Temporary retail food sales located in a movable vehicle or trailer, or in a temporary stand. Temporary retail food sales are subject restricted to not more than 30 days per year per location. This shall include stands for sales at one (1) day special events. Parking shall be coordinated with any existing Use to meet parking requirements. All waste shall be disposed of daily. Commissary agreements for food storage may be required.

m11. Establishment of Batch Plants in conjunction with road construction projects subject to Planning and Zoning Commission approval.
12. **Temporary Establishment of Forest Materials Storage and Value-Added Production** in conjunction with restoration projects subject to the Planning and Zoning Commission approval.

13. **Temporary occupancy of a Recreational Vehicle or a Travel Trailer (excluding tents or yurts)** in the G, AR, RR, or MHP Zone for a period not to exceed 100-120 consecutive days per calendar year, provided that the lot or parcel is not already occupied by a Dwelling Unit. Other residential Structures or other residential Structure. Approved method of wastewater disposal such as a self-contained unit, chemical toilet or portable toilet is required. Other conditions may be required.

14. Upon the issuance of a Building Permit for a residential Dwelling, temporary occupancy of a Recreational Vehicle or a Travel Trailer in the G, AR, or RR Zone for a period not to exceed six months, provided that the Lot or parcel is not already occupied by a Dwelling Unit or other residential Structure. The temporary use permit may be renewed only if the Building Permit is issued for a Dwelling, and if the Building Permit remains active. Other conditions may be required.

15. **Metal Storage Container Boxes**, subject to the performance standards of Section 3.10.

16. **Storage of one (1) unoccupied Mobile or Manufactured home per Lot or parcel in the G or AR zone**, for a period not to exceed ninety (90) days.

17. Additional Uses not listed above, and their associated intensities and timeframes determined to be similar to the foregoing may be granted permits by either the Director of Community Development for single temporary uses, or the Planning and Zoning Commission for multiple temporary uses.

**Section 3.2.C: Performance Standards**

1. **NOISE**: Noise shall not be generated by any use to the point of disturbing the peace, quiet and comfort of neighboring residences or businesses.

2. **PARKING**: Adequate parking shall be provided. All parking shall be located on the same property as the temporary use; public Rights-Of-Way shall not be used for parking.

3. **LOCATION**: No permit shall be issued for a Use the location of which is deemed to be potentially hazardous to the public. This includes, but is not limited to, heavily congested and/or trafficked areas where the use may impede or inconvenience the public and/or emergency vehicles. No use shall be permitted in a public Right-of-Way.

4. **SANITATION**: All requirements of the County Health Department, County Environmental Quality and/or other regulatory Health Authorities agency shall be met. Provisions for disposal of solid waste shall be required for all Uses.
5. SIGNS: One (1) freestanding or wall mounted Sign not exceeding six (6) square feet in area and six (6) feet in height is permitted. Signage for food trucks and trailers is limited to vehicle signage. A diagram of the Sign indicating size, text, location on site is required. Color and materials may be reviewed if site is within a DRO Zone. No off-site Sign is permitted. Additional signing may be permitted at the discretion of the Planning and Zoning Commission.

6. LIGHTING: All lighting sources shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the light source. The operation of searchlights or similar lighting sources is prohibited.

7. OTHER PERMITS AND DOCUMENTATION: Any required Public Health Services District, Environmental Quality Department and Sheriff’s Office permits or licenses, Fire Department, or Public Works Right of Way permits shall be obtained. Other required documentation may include but not be limited to Proof of Liability Insurance, and a security, parking and traffic safety plan for special events.

Section 3.2.D: Permits and Administration:

1. All temporary uses shall be subject to the issuance of a temporary use permit. Issuance may be through the action of the Director of Community Development or the Planning and Zoning Commission. Permits issued through the Director of Community Development shall follow Section 5.1.A, Administrative Permits requirements and procedures. Permits issued through the Planning and Zoning Commission shall be subject to the standards of Section 5.1.B, Permits requiring Hearing.

2. Temporary Use Permits shall be issued when compliance with this Ordinance is verified. If the Community Development Director or Planning and Zoning Commission determines that the proposed temporary use does not comply with this Ordinance, the permit shall be denied.

3. Approval of a Temporary Use Permit application shall require compliance with the above performance standards and any further conditions deemed necessary by the Director of Community Development or the Planning and Zoning Commission in order to reduce possible detrimental effects to surrounding developments and to protect the public health, safety and welfare. Failure to comply with the performance standards could result in denial or revocation of a Temporary Use Permit.

4. No work shall commence on a temporary use until the issuance of a permit.

4. No Temporary Use Permit shall be issued if the temporary use is in Violation of other laws or impairs property rights. The Director of Community Development will determine if the Violation or impairment exists with appeal to Superior Court.

5. Extensions and Renewals
a. All temporary uses shall fit the prescribed timeframes outlined in this Section.

b. Requests to exceed timeframes, extend the lapse date of an existing permit, or renew a permit beyond stated timeframes shall be heard by the Planning and Zoning Commission.

65. Appeal

a. Administratively Approved Permits—

A decision by the Director may be appealed within thirty (30) days to the Planning and Zoning Commission. The decision of the Commission shall be final.

b. Planning and Zoning Commission Approved Permits—

A decision by the Planning and Zoning Commission may be appealed within fifteen (15) calendar days to the Board of Supervisors by the applicant or any other person as prescribed in Section 5.5 (Appeals: Board Review)

76. Condition of Site Following Temporary Uses

a. Each site occupied by a temporary use shall be left free of debris, litter, or any other evidence of the temporary use upon completion or removal of the Use, and shall thereafter be used only in accord with the provisions of the zoning regulations. Site shall be restored to previous conditions or better.

Section 3.3: Agriculture and Animal Keeping

Section 3.3.A: Purpose

1. To provide high levels of flexibility and allowances for small-scale agriculture and the keeping of certain animals which provide healthy and affordable source of food and fiber and companionship.

2. To support self-reliance and promote economic well-being.

3. To support animal welfare.

4. To avoid adverse impacts on adjacent properties by reason of dust, fumes, noise, odor, insect or vermin infestations, or visual blight, and to maintain the public health, safety, and welfare.

5. To protect the environment from pollution resulting from manure and animal waste.

Section 3.3.B: Applicability

1. The following standards for Agriculture and the keeping of animals are applicable to all zones unless otherwise noted.
2. Additional Agriculture and animal keeping Uses may be permitted in specific zones. Please check specific zone for such Uses.

3. All other provisions of this Ordinance shall remain applicable unless otherwise specified.

**Section 3.3.C: Agricultural Performance Standards**

1. Agriculture

a. General Agriculture, General and gardening is permitted in all zones.

2b. Sale of products raised or grown on the Lot shall be permitted.

   1a. Farm Stands are permitted subject to setbacks of the underlying zone. Projections into Side and Rear Yards shall be prohibited. Projections into Front Yards shall be allowed one half (1/2) the required Yard.

   2b. Signage shall be limited to allowances for agricultural uses in the underlying zoning. Refer to Section 4.2.C.XX.

   3c. Parking shall be provided for on-site and spaces shall be delineated.

3e. Community Gardens shall be permitted through the issuance of an Administrative Permit in all zones subject to the following:

   1a. Community Gardens of fifteen (15) plots no greater than 400 square feet in area shall be permitted.

      i. A Conditional Use Permit may be requested in order to exceed fifteen (15) plots.

   2b. The property shall Front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency.

      i. A waiver may be granted by the Director of Community Development if an agreement of affected property owners which includes provisions for traffic related to the Community Garden is produced.

   3c. All parking shall be on-site and spaces shall be delineated. Parking surfaces shall be improved to the satisfaction of the Director of Community Development.

   4d. Community Gardens shall be located on land that is level enough to support the intended use without excessive grading or the excessive removal of trees.

   5e. The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.
6f. Any fencing shall meet the Standards of Section 3.4.14.XX and the exterior shall be natural, earth-toned colors. New chain link should be avoided.

7g. Hours of operation shall be limited to the hours between sunrise and sunset.

8h. Signage shall be limited to allowances for agricultural uses in the underlying zone. Refer to Section 4.2.C.XX.

9i. Waste receptacles shall be provided and screened from neighboring properties. Refuse shall be removed so as not to cause a Nuisance.

10j. A Structure shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the Community Garden. Such facilities shall screen materials from neighboring properties and shall be adequately secured.

11k. Accessory structures associated with such Use a Community Garden shall be permitted prior to the establishment of a residence where otherwise prohibited.

12l. Composting shall be permitted.

   (1)i. Composting of vegetative matter shall be done in a facility container or structure specifically designed for that purpose. Uncontained piles are prohibited. Supplements to enhance the composting process are acceptable.

   (2)ii. Composting facilities shall be located twice the distance of the required Setback from adjoining Lots.

13m. Heavy Storage of commercial equipment shall be prohibited unless approved through a Conditional Use Permit.

14n. The property shall be maintained in a neat and orderly fashion.

14o. Farmers’ Markets shall be permitted subject to the issuance of Conditional Use Permit in all zones, or with a Temporary Use Permit per Section 3.2.B.1.e.

5. Agritourism shall be permitted subject to the issuance of a Conditional Use Permit in designated zones. Agritourism facilities may include residences for owners and employees, and lodging facilities for tourists.

Section

3.3.D: Animal Keeping Performance Standards

2. Animal Keeping

1a. Animal keeping is permitted subject to the following standards:

   a. No animal may be fed, watered or sheltered within any Front, Side or Rear Yard Setback.
1. Certain animals may require more restrictive Setbacks as outlined herein.

2. Requests for reductions in Setbacks or required Lot size for the keeping of animal keeping may be heard by the Board of Adjustment as a request for Variance.

b. No animal may be permanently fed, watered, or sheltered within 150 feet of a perennial water source.

c. All animals shall be maintained on property. Shelter and fencing (e.g. barn, coop, corral, pens, stables, etc.) shall be provided to sufficiently contain the animals and keep them from roaming at large.

d. Offspring of animals maintained on the same property that are less than four months old or that have not been weaned, whichever is longer, shall not be subject to the maximum animal counts.

e. Manure shall be actively managed to either contain it on site or be properly disposed of for all animals on the property. Livestock manure shall be collected at least weekly and spread on pastures, fields, or arenas, composted for later use, or hauled off site. There shall be no accumulation of manure permitted within any Water Feature. Storing and stockpiling of manure is allowed only for composting. Manure composting piles shall be located a minimum of 55’ from all properties lines, 500 feet from Water Features and wells, and surrounded with grass buffer strips, silt fencing, berms, ditches or straw socks to prevent run off from contaminating surface waters or groundwater. Onsite storm water (10-year event) shall be contained on the composting site. Offsite storm water (10-year event) shall be diverted around the composting site.

e.f. A Conditional Use Permit may be requested to exceed allowances for the number of animals kept on-site or to request a waiver if documentation is available that specific provisions inhibit best ecological practices on a Lot.

f. Additional Requirements for the keeping of specific animals are as follows. The maximum allowances listed below are for each animal category. More than one category of animal may be kept on site:

1a. Aviaries

(1) A minimum of 1 acre Lot Size is required.

2b. Bee Keeping

i.(1) The number of hives permitted on a Lot shall be subject the following

(a) One (1) beehive shall be permitted per any Lot regardless of Zone or Lot Size.
(b) One additional hive shall be permitted for every additional 6,000 feet of Lot Size.

(c) On Lots greater than five (5) acres there shall be no restrictions on the number of hives.

(2) Beehives shall be setback a minimum of twenty (20) feet from any property line.

(3) Where the entrance to a hive is located closer than fifty (50’) to a Lot Line, a flyway barrier shall be established and maintained so that all bees are forced to fly at an elevation of at least six feet above ground level in the vicinity of the beehive. Barriers shall be subject to the following:

(a) The barrier shall comply with the provisions of Section 34.15, Walls and Fences;

(b) The height of the barrier shall be a minimum of six feet;

(c) The barrier shall be solid such that bees cannot fly through it;

(d) The barrier shall be placed parallel to the hive entrance;

(e) The barrier shall extend a minimum of four (4’) feet beyond the entrance to the beehive(s) in each direction.

(4) A convenient source of water shall be made available to bees at all times to prevent bees from congregating at swimming pools, pet watering bowls, bird baths, or other water sources.

(5) In any instance in which a colony exhibits highly defensive behaviors by stinging or attempting to sting without due provocation, beekeepers shall promptly re-queen the colony with a less defensive queen. Queens shall be selected with a gentle disposition from stock bred for gentleness and nonswarming characteristics.

3c. Cats

(1) A maximum of four cats over the age of four months shall be permitted on properties up to one (1) acre in Lot size.

(2) A maximum of one (1) additional animal for every additional one half (1/2) acre of Lot size up to a maximum of ten (10) such animals shall be permitted.

4d. Dogs

(1) A maximum of four dogs over the age of four months shall be permitted on properties up to one (1) acre in Lot size.
A maximum of one (1) additional animal for every additional one half (1/2) acre of Lot size up to a maximum of ten (10) such animals shall be permitted.

Community Coops and Animal Keeping shall be permitted through the issuance of an Administrative Permit in all zones subject to the following requirements:

A care-taker shall reside on the Lot.

The property shall have direct Access on a Road accepted for maintenance by the County or other governmental agency.

A waiver may be granted by the Director of Community Development if an agreement of affected property owners, which includes provisions for traffic related to such Use, is produced.

Any fencing shall meet the Standards of Section 3.14.XX, and the exterior shall be natural, earth-toned colors. Chain link should be avoided.

The site shall be designed and maintained so that water, waste, and chemicals will not drain to adjacent properties.

A record of chemical Use shall be maintained and made available upon request.

Hours of operation shall be limited to the hours between sunrise and sunset.

Signage shall be limited to allowances for agricultural uses in the underlying zone. Refer to Section 4.2.C.XX

All parking shall be provided for on-site and spaces shall be delineated. Parking surfaces shall be improved to the satisfaction of the Director of Community Development.

Waste receptacles shall be provided and screened from neighboring properties. Waste shall be removed so as not to cause a Nuisance.

A Sanitary Facilities Station shall be provided per the County Health Code.

Structures associated with such Use shall be permitted prior to the establishment of a residence where otherwise prohibited.

A Structure shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the Community Coops. Such facilities shall screen materials from neighboring properties and shall be adequately secured.

The number of animals is limited to two (2) such animals for every one thousand (1,000) square feet of Lot Size with no more than a total of eighty (80) animals.
(a) Coops shall be Setback twice the distance of the Setback for the underlying zone.

(b) A minimum of five acres is required for the keeping of roosters, turkeys, peafowl, geese, and similarly noisy animals.

(c) Animals shall be provided with a covered, predator proof shelter with a minimum of four (4) square feet per animal.

(d) An additional ten (10) square feet of run shall be provided per animal.

The community keeping of other animals found in this Section may be permitted subject to the same number and provisions described herein.

Food shall be stored in animal-proof containers.

Any mass of Animals which have sickened or died for unexplained reasons, or mammals which display any signs of rabies, shall be tested to determine the cause of illness and reported to the County Public Health Services District Department.

Composting shall be allowed.

(a) A facility specifically designed for composting shall be provided. Uncontained piles are prohibited.

(b) Composting facilities shall be located twice the distance of the required Setback from adjoining Lots.

The slaughter of animals is prohibited.

The property shall be maintained in a neat and orderly fashion.

Horses and Livestock

A minimum of one (1) acre of Lot Size land shall be required for the keeping of such animals.

Three such animals may be maintained on the first acre and up to one additional animal for each additional one half acre.

No such animal may be sheltered, fed, or watered closer than 55 feet to a Lot Line.

Protection for from natural elements such as wind and sun shall be provided, and natural drainage provided to keep enclosures free from standing water.

Boarding of 1 or 2 horses for a fee is permitted subject to the above standards. Additional boarding may be allowed though issuance of a Conditional Use Permit.
(6) Swine, excluding potbellied pigs, are subject to the following standards:

(a) A minimum of one (1) acre of Lot Size shall be required for the keeping of swine.

(b) Three such animals may be maintained on the first acre and up to one additional animal for each additional one-half acre.

(c) Feeding, watering, or sheltering shall be setback:

(i) A minimum of 300 feet from a neighboring residence or building for public use.

(ii) A minimum of 200 feet from a water source or storm water area.

7g. Poultry and Rabbits

i(1) Every Lot shall be entitled to minimum of five (5) such animals.

ii(2) A maximum of one (1) animal for every 1,000 square feet of Lot Size with no more than a total of twenty (20) such animals except in the G and AR Zones which shall allow for the keeping of up to forty (40) such animals.

iii(3) A minimum of one (1) acre is required for the keeping of roosters, turkeys, peafowl, geese, and similarly noisy animals.

(a) Such animals shall be kept in a coop enclosed with a solid material during hours of darkness so as to limit crowing and noise.

(b) A Conditional Use Permit may be sought for the keeping of such animals on parcels smaller than one (1) acre.

iv(4) Animals shall be provided with a covered, predator proof shelter with at least four (4) square feet per animal.

v(5) Slaughtering shall be permitted for personal use only.

8h. Potbellied Pigs

i(1) A maximum of two (2) such animals on Lots up to one half (1/2) acre in Lot Size are permitted. An additional two (2) animals are permitted for each additional one half (1/2) acre.

ii(2) The weight of each potbellied pigs is capped at sixty (60lbs) pounds.

iii(3) Unless contained within a Dwelling, feeding, watering or sheltering shall be setback:
(a). A minimum of 300 feet from a neighboring residence or building for public use.

(b). A minimum of 200 feet from a water source or storm water area.

9j. Miniature Goats

i. (1) A maximum of two (2) such animals on Lots up to one half (1/2) acre in Lot Size are permitted. An additional two (2) animals are permitted for each additional one half (1/2) acre.

ii. (2) The weight of each miniature goat is capped at ninety (90lbs) pounds.

10. Swine, excluding potbellied pigs

i. A minimum of one (1) acre of Lot Size shall be required for the keeping of swine.

ii. Three such animals may be maintained on the first acre and up to one additional animal for each additional one half acre.

iii. Feeding, watering, or sheltering shall be setback:

   a. A minimum of 300 feet from a neighboring residence or building for public use.

   b. A minimum of 200 feet from a water source or storm water area.

11j. Wild, non-domesticated or Exotic Animals

i. (1) May be allowed through the granting of a Conditional Use Permit.

   (a). Written approval from Arizona Game and Fish Department is required prior to application.

Section 3.3.D: Permits and Administration:

1. Permits are not required for Agriculture and Animal Keeping unless otherwise noted.

2. Performance and Permitting do not alleviate the applicant from the duty of obtaining all applicable Building, Environmental Quality, Engineering, County Public Health Services District Department and other State and Federal permits as they apply.
Section 3.4: Accessory Dwellings

Section 3.4.A: Purpose:

To increase housing supply, achieve housing affordability goals, promote integrated conservation design and the use of sustainable building techniques, while preserving single Family residential and neighborhood character.

Section 3.4.B: Applicability:

This Section is applicable to all Residential Zones and single family residential properties in the Planned Community Zone.

Section 3.4.C: Performance Standards:

Approval of Accessory Dwellings shall require compliance with the following performance standards:

a1. A maximum of one Accessory Dwelling is permitted per Lot.

b2. In all single Family residential areas, an Accessory Dwelling of up to 400-600 square feet livable area is permitted regardless of Lot or principal Dwelling size.

c3. Accessory Dwellings are further limited to 50% of the livable square footage of the main Dwelling up to a maximum of 1000 square feet for a Detached Accessory Dwelling, or 1200 square feet for an Attached Accessory Dwelling.

d4. Only a single Family Dwelling or Modular Home may be used as an Accessory Dwelling in the RS and RR zones. Single Family Dwellings, Modular, Manufactured Homes (including Park Models or Tiny Homes built to modular or manufactured building code) may be used as an Accessory Dwelling in zones where those are allowed as Primary Dwelling Units. The G AR zones, Travel Trailers, Park Models, Recreational Vehicles, Manufactured and Mobile Homes are prohibited Accessory Dwellings.

e5. All utilities may be on separate meters than the principal Dwelling unless otherwise prohibited by a utility company.

f6. Maximum separation between the principal Dwelling and Detached Accessory Dwelling shall be sixty-one hundred (610’) feet on Lots less than four (4) acres and one-two hundred (1200’) feet on Lots four (4) acres or greater. Separation distance shall be measured from the closest outside edge of each building. Whenever possible, Accessory Dwellings shall not be located in front of the primary structure.
Accessory Dwellings shall share some common features with the principal Dwelling. Common features may include, but are not limited to, roof pitch, colors, porches and window treatments or other components of the exterior appearance.

Section 3.4.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning Division review shall be conducted through the issuance of such permits.

2. A waiver of the requirements for separation distance and maximum square footage may be waived by requesting an Administrative Adjustment in writing from the Director of Community Development, if the waiver is necessary to achieve the following. Waivers shall be limited to the minimum necessary to meet the need for the waiver:
   a. For existing Structures on the property to be converted into an Accessory Dwelling,
   b. Protection of Environmentally Sensitive Features, as defined in Chapter 6,
   c. Energy efficiency through passive solar design,
   d. Site Design necessary to accommodate energy efficiency through passive solar design, alternative energy or water conservation systems into the site plan or building design,
   e. Location of the Accessory Dwelling due to constraints of existing site infrastructure, such as wastewater treatment system(s), wells, utility lines, driveway(s).

3. A decision of the Director of Community Development may be appealed to the Planning and Zoning Commission Board of Adjustment as a request for a Variance.

Section 3.5: Home Occupations

Section 3.5.A: Purpose

The purpose of a Home Occupation is to increase flexibility in work and professional occupations, and to provide business opportunities that accommodate work-at-home scenarios influenced by changing technologies, by allowing activities to be conducted within residential Dwelling Units. These work activities shall not impact and must be compatible with and preserve the character of the existing neighborhood.

Section 3.5.B: Applicability

Home Occupations, where permitted by the provisions of this Ordinance, may be permitted in any residential zoning district, subject to the granting of an Administrative Permit per Section
5.1.A. **Home Occupations**, and shall be subject to the approval of the Director of Community Development and shall comply with the following Performance Standards:

**Section 3.5.C: Performance Standards**

1. A Home Occupation shall be conducted **within** a Dwelling **Unit** and shall be clearly incidental to the Use of the Structure as a Dwelling.

2. In no way shall the appearance of the Structure or the premises be so altered or the conduct of the occupation within the Structure be such that the Structure or premises may be reasonably recognized as serving a non-residential Use (either by color, materials, or construction, lighting, Signs, sounds or noises, vibrations, display of equipment, etc.).

3. No one other than a resident of the Dwelling shall be employed in the conduct of a Home Occupation.

4. No motor or mechanical equipment shall be permitted other than normally incidental to the Use.

5. The Use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.

6. No storage of materials and/or supplies, including vehicles or equipment used in the occupation, indoors or outdoors, shall be permitted which will be hazardous to surrounding neighbors or detrimental to the residential character of the neighborhood.

7. No Building or space outside of the main Building shall be used for Home Occupational purposes except approved Agricultural/horticultural related activities.

8. There shall be no use of utilities or community facilities beyond that normal to the Use of the property for residential purposes.

9. A Home Occupation shall not create any radio or television interference or noise audible beyond the boundaries of the site.

10. No smoke, odor, liquid, or solid waste shall be emitted.

11. There shall be no outdoor storage or display of materials or equipment maintained on the premises.

12. The conduct of the Home Occupation shall not interfere with the maintenance of the required off-street parking spaces on the property.
Section 3.5.D: Permits and Administration

1. The application shall be subject to periodic review by the Director of Community Development. Violation of any criteria listed above shall result in cancellation of the Home Occupation permit.

2. A decision of the Director of Community Development regarding the approval, disapproval, or conditions imposed may be appealed in writing to the Planning and Zoning Commission within fifteen (15) days of notice of the decision.

Section 3.6: Cottage Industries

Section 3.6.A: Purpose

The purpose of a Cottage Industry is to foster innovation and increase flexibility in small individually-owned businesses or commercial operations by recognizing opportunities to locate and operate within residential neighborhoods. A Cottage Industry is conducted within a Dwelling Unit or Accessory Structure without altering the residential character of the neighborhood.

Section 3.6.B: Applicability

Cottage Industries, in Zones in which they are a listed Use, may be permitted subject to the granting of a Conditional Use permit per Section 5.7 by the Planning and Zoning Commission, and if approved shall comply with the following restrictions:

Section 3.6.C: Performance Standards

1. The entrepreneur of the Cottage Industry shall reside on the property.

2. The number of persons employed in connection with the Cottage Industry and who are not residents of the Dwelling shall not exceed three (3) full time employees or the equivalent part-time.

3. The Cottage Industry may be conducted either within the Dwelling or an Accessory Structure, or both, provided that not more than 50% of the combined floor area shall be used in the conduct of the Cottage Industry.

4. One non-illuminated Sign not exceeding six (6) square feet in area and six (6) feet in height shall be permitted. Colors of Sign background, Sign lettering, and support structure shall be earth tones complementary to the natural surroundings.

5. Adequate off-street parking shall be provided according to the provisions of Section 4.1, Off-Street Parking. There shall be a maximum of five (5) parking spaces.
6. Any outdoor storage, including the initial processing of game meat, shall be as permitted in the underlying zone or as specified by the Commission. Outdoor storage shall be completely enclosed with a solid six (6) foot high fence or wall.

7. Parking of Commercial Vehicles shall be as permitted in the underlying zone.

8. Property for which a conditional use permit for a Cottage Industry is approved shall front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:

   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.

   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.

   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.

   d. The granting of the waiver will not have a negative impact on neighboring properties or improvements, especially as related to dust and traffic safety.

9. Outdoor lighting shall conform to Section 4.3.5 Lighting.

10. Direct sales of products is allowed if such sales are specifically provided for in the Use permit.

11. The business shall not generate any noise, vibration, smoke, dust, odor, heat, glare, or electrical interference with radio or television reception that would exceed that normally produced by a Dwelling Unit. Hazardous materials shall be ...

Section 3.6.D: Permits and Administration:

1. Establishment of a Cottage Industry shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7.

2. The Commission may grant a Conditional Use permit for up to three (3) years. If all requirements of this Section and of the use permit have been consistently met, and if no complaints have been filed with the Department of Community Development, the Use permit may be renewed for up to five (5) years.
Section 3.7: Bed and Breakfast Establishments

Section 3.7.A: Purpose

The purpose of a Bed and Breakfast Establishment is to provide a small, owner-operated business that provides transient overnight or temporary lodging and that may provide meals.

Section 3.7.B: Applicability

Bed and Breakfast Establishments, where permitted by the provisions of this Ordinance through the issuance of a Conditional Use permit per Section 5.7, shall be subject to the approval of the Planning and Zoning Commission and shall comply with the following Performance Standards:

Section 3.7.C: Performance Standards

1. All provisions of Section 3.5 pertaining to Home Occupations shall be met.
2. Applicants for a use permit shall be the property owners.
3. No more than two four bedrooms shall be used at any one time.
4. No more than five 10 total occupants, including staff and boarders may be accommodated at any one time.
5. The maximum duration of stay of any one guest shall be ten days.
6. The boarders must enter primarily through the main entrance of the Dwelling to get to their rooms, with no separate entrances allowed.
7. All parking must be accommodated on site.
8. The Commission may grant a Conditional Use permit for up to three (3) years. If all requirements of this Section and of the Use permit have been consistently met, and if no complaints have been filed with the Department of Community Development, the Use permit may be renewed for up to five (5) years.
9. For the use of two or more bedrooms, State and County Health Department approval and permits are required.

10. One non-illuminated Sign not exceeding six (6) square feet in area and six (6) feet in height shall be permitted in compliance with provisions of Section 4.2. Colors of Sign background, Sign lettering, and support structure shall be earth tones complementary to the natural surroundings.
Section 3.7.D: Permits and Administration:

Establishment of a Bed and Breakfast shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7.

Section 3.8: Group Homes for the Disabled

Section 3.8.A: Purpose:

The purpose of these regulations is to permit disabled persons, as defined by state and federal law, to reside in single family residential neighborhoods in compliance with the Fair Housing Act and applicable state law, while preserving the residential character of the neighborhood.

Section 3.8.B: Applicability

1. Zoning Confirmation: Prior to registration, a request for zoning confirmation may be submitted to the Community Development Department to confirm that the proposed location of the group home is permitted under this Section.

2. Additional Requirements of State Law: Notwithstanding the foregoing, if the State has adopted laws or rules for the regulation of a specific type of home, such as a Group Home for the developmentally disabled pursuant to ARS § 36-582 or an assisted living home pursuant to ARS Title 36, Chapter 4, then any such State law or rule shall apply in addition to the conditions listed herein and shall preempt any conflicting condition listed herein.

Section 3.8.C: Performance Standards

Group Homes for the Disabled shall be located, developed, and operated in compliance with the following standards:

a. Separation. The minimum separation between group homes shall be 1,200 feet in accordance with ARS § 36-582, as measured from the closest property lines. No separation is required when Group Homes are separated by a utility Right-of-Way of at least 300 feet in width, or by a freeway, arterial Street, canal, or railroad.

b. Occupancy. The number of residents, excluding staff, shall not exceed 10.

c. Exterior Appearance. There shall be no sign or other exterior indication of a Group Home visible from a Street.

d. Compliance with all applicable Building, Environmental Health and Fire Safety Regulations. If a Group Home has one or more non-ambulatory residents, building code requirements in addition to those applicable to Group Homes with no non-ambulatory residents, shall apply.
Section 3.8.D: Permits and Administration

1. Permits shall be subject to the standards of Section 5.1.A: Administrative Permits.

2. Property is considered a Group Home for the Disabled under this Ordinance after the Coconino County Community Development Department issues a Permit for a Group Home for the Disabled for that property. Only property serving occupants who fit the definition of Disabled under the Fair Housing Act are eligible for determination as a Group Home for the Disabled.

a. In order to secure a Permit for a Group Home for the Disabled, an application must be submitted on the form prescribed by the Community Development Department. The application must be accompanied by the following: a Site Plan, a notarized statement detailing qualifications, copies of applicable licensed, an affidavit of compliance and other documentation indicating the use of the property as a Group Home for the Disabled as may be required by the Director of the Community Development Department. The Director of Community Development may require additional information or plans, if they are necessary to enable a determination as to whether the circumstances prescribed for the granting of a Conditional Use Permit exist. The Director of Community Development may authorize omission of any or all of the plans and drawings required by this Section if they are not necessary.

b. The Community Development Department will review the application for administrative completeness within 10 days after submission. The Department will have 30 days after administrative completeness to conduct its substantive review of the application. The total time for the granting or denying of the Certificate of Exemption is 40 days. Time frames are tolled and may be waived in accordance with A.R.S. §11-1601 et seq.

3. If standards are not met, the home shall be considered an Other Group Home or Institutional Residential Use and shall be subject to the provisions of the Zoning Ordinance guiding such establishments. Status as a Group Home for the Disabled is open to review by the Coconino County Community Development Department and may be canceled at any time, with 90 day occupancy notice, upon a determination by the Director that the property is no longer being used for a qualifying purpose or meeting standards laid forth in this Ordinance.

Section 3.9: Wireless Telecommunication Facilities

Section 3.9.A: Purpose

1. The purpose of this Section is to establish a process, rules and standards for the construction of Wireless Telecommunication Facilities to:
a. To protect and promote the public health, safety and welfare.

b. To provide guidelines for the siting and design of Wireless Telecommunication Facilities.

c. To protect the county’s environmental resources and to minimize adverse impacts on visual resources.

d. To ensure that Wireless Telecommunication Facilities are compatible with adjacent land uses.

e. To minimize the number of towers by encouraging the joint use (co-location) of facilities and by maximizing the use of existing Towers and Structures.

f. To allow competition in telecommunications service.

g. To enhance the ability to provide wireless telecommunication services to county residents, businesses and visitors.

Section 3.9.B: Applicability

1. Wireless Telecommunication Facilities require the granting of a Conditional Use permit by the Planning and Zoning Commission except as exempted in Section 2.a. below. Facilities are preferred in the industrial (M-1-10,000, M-2-6,000, and MP) and commercial (CG-10,000, CH-10,000, and CN-2/A) zones, but are also permitted with a Conditional Use permit in the AR, RR, G, PRD, PC, PS, OS, RC, P, RS, RM, MHP, RMH, and MR zones. Facilities are least preferred in the residential (RS-6,000, RS-10,000, etc., RM-10/A, RM-20/A, MHP and RMH) zones.

2. Exemptions

a. This Ordinance does not apply to Ham Radio Towers, which are regulated elsewhere in the Zoning Ordinance, or to satellite dishes for television reception at individual single family residences.

b. A Conditional Use Permit is not required to co-locate additional Antennas or microwave dishes on already approved Towers unless it results in a substantial change in the approval, such as an increase in Tower Height. An increase of the originally approved Tower Height by more than 10% or an increase in the originally approved Tower Height to create an antenna separation of more than 20 feet is considered a substantial change in Tower Height. Co-locations are subject to the same conditions of approval as the original Conditional Use Permit. A Conditional Use Permit is not required for attached Antennas where the Height of the Structure the Antenna is being attached to is not increased. Examples would be Antennas on existing utility or light poles, water Towers, or on the fascia of existing Buildings. If an increase in Tower Height creates a Tower height exceeding 199’, all required FAA safety lights shall be radar-activated.
c. A conditional use permit is also not required for a stealth design that meets the Height restriction of the zone in which the Tower is proposed to be located. Towers exempted by this subsection shall meet all requirements of subsection 3.9.C.3 and all underlying zone performance standards.

Section 3.9.C: Performance Standards

1. Preferred Facilities:

   a. Site location and development of Wireless Telecommunication Facilities shall preserve the existing character of the surrounding land Uses and Buildings and the aesthetic visual character of the area. If technically feasible, new facilities shall use the most preferred facility type. The order of preference for new facilities is as follows (from most preferred to least preferred):

   1. Co-location on an existing Tower
   2. Antennas attached to existing Structures such as Buildings, light poles, utility poles
   3. Concealed or camouflaged facilities
   4. New sites on previously disturbed areas such as cinder pits
   5. New Towers/facilities under 100’ in commercial or industrial zones
   6. New Towers/facilities 100’-175’ in commercial or industrial zones
   7. New Towers/facilities under 100’ in G, AR, or RR zones
   8. New Towers/facilities 100’-199’ in G zones
   9. New Towers/facilities 100’-150’ in AR or RR zones
   10. New Tower in other zones as described in Section 3.10.B.1 above

   b. New facilities shall use the most preferred facility type and location where technically feasible, even if it results in an increase in the number of facilities or a higher cost. A lesser-preferred facility type may be permitted only if the applicant presents substantial evidence to show that it will have a lesser visual impact or is more technically necessary than the use of more preferred facilities. New facilities shall be designed to accommodate co-location to the extent possible.

2. Disfavored Facilities

   a. Any site that is within a state or federal designated scenic corridor such as Highways 180, 64, and 89A.
b. Any site within a visual corridor, highway corridor or scenic vista, for example in the view of the San Francisco Peaks, along a ridgeline exposed to view from highway travelers or to residential areas, along a public trail, in a park or recreation area, unless the facility blends with the surrounding natural and human made environment.

c. Sites adjacent to or very close to residential areas.

d. Sites adjacent to or very close to Sacred Sites.

e. Sites within a wildlife or migration corridor, or near a water source.

f. Facilities with guy wires.

3. All Facilities

a. Height. New facilities shall not exceed 199 feet in Height.

b. Setbacks. The Setback for Towers is 105% of the Tower Height from all property lines so that in case of collapse or failure the Tower would be contained on the property. Setbacks may be allowed to extend onto adjacent properties if there are dedicated fall zone easements. The Setbacks may be reduced if a registered engineer can certify that in case of failure the tower would be contained on site. In commercial and industrial zones, the Setbacks may be reduced to 30% of the Tower Height if a registered engineer can prove that in case of failure the Tower would be contained on site. Guys and Accessory Structures must meet the Setbacks of the underlying zoning classification. Facilities that are located on new or replaced utility poles, street lights, or traffic signal poles are exempt from the Setback requirements.

c. Color and Materials. Towers and attached Antennas must be painted or coated in a color that blends with the surrounding environment. Muted colors, earth tones, and subdued hues, such as gray, shall be used. All associated Structures such as equipment Buildings, including the roofs, shall be painted with earth tone colors.

d. Bird Flight Diverters. All towers with guy wires must include a Bird Flight Diverter, eight inches long by eight inches wide, at every fifteen feet intervals along the length of the wire, or as otherwise approved by staff based on the most current science and technology.

e. Fencing. New Towers, other than flagpoles, utility poles, or other camouflaged facilities, shall be fenced to prevent trespass.

f. Lighting. Lighting on any new Tower is prohibited unless required by the Federal Aviation Administration or by other applicable state or federal requirements. If an increase in Tower Height creates a Tower height exceeding 199’, all required FAA safety lights shall be radar-activated. Motion detector security lighting may be approved if the lights are fully shielded. Any outdoor lighting requires a separate lighting permit.
g. Landscaping. Perimeter Landscaping may be required as a condition of approval of the facility, depending on the location. Existing vegetation shall be preserved to the maximum extent possible.

h. Signs. No advertising is permitted anywhere upon or attached to the facility. Signage is limited to small non-illuminated warning and identification Signs.

i. Permits. A Building Permit is required for the construction of any new Tower and for Accessory Structures.

j. Storage. Long-term vehicle storage and other outdoor storage are prohibited.

k. Term of use permit. The Conditional Use Permit shall have a time limit of no more than ten years. Prior to the end of the ten-year period, the applicant and/or Structure owner shall be responsible for submitting a new application for renewal. The applicant shall demonstrate that changes in technology have not eliminated the need for the facility as approved. Renewal of a conditional use permit shall be based on compliance with the conditions of approval.

4. Abandonment

The provisions of Zoning Ordinance Section 3.13, Historic and Nonconforming Uses, shall apply to Wireless Telecommunications Facilities. Pursuant to Section 3.13, a Tower shall be considered abandoned and the use discontinued if it is not utilized, i.e. there are no providers/Antennas on the tower, for a continuous period of 180 days.

5. Obsolescence and Removal

In addition to all other remedies available to Coconino County, if a facility is abandoned pursuant to Section 3.9.C.4 above and Section 3 of the Zoning Ordinance, or if a facility becomes obsolete due to changing technology, it shall be the responsibility of the Tower owner and/or property owner to remove the Tower and to restore the site to its original condition within 60 days.

**Section 3.9.D: Permits and Administration:**

1. Establishment of a Wireless Telecommunications Facility shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7, except as exempted by Section 3.9.B.2.

2. Application Process

   a. Prior to the submittal of a conditional use permit application, the applicant shall schedule a pre-application conference with staff of the Community Development Department. In addition, for facilities located within one-half mile of a residential area, the applicant shall hold a neighborhood meeting prior to the submittal of an application. Staff will attend the meeting and utilize the comments of neighbors in the analysis presented to the
Planning and Zoning Commission. The requirement for a neighborhood meeting may be waived by the Director of Community Development.

b. In addition to requirements of Section 5.1.B, Permits requiring Hearing, the following shall be provided:

1. Elevation drawings. The drawings shall show the Tower and proposed attached Antenna(e), as well as proposed Structures on the ground. Materials and colors shall be indicated and color samples shall be provided.

2. Photo images. Photo simulations of the proposed facility from each direction shall be provided showing the Tower, all Antennas, Structures, and equipment facilities, demonstrating the true impact of the facility on the surrounding visual environment. The Community Development Department will assist in specifying recommended vantage points and the requested number of photo simulations at the pre-application conference.

3. Coverage maps. The applicant shall submit coverage maps from a licensed engineer demonstrating the need for the proposed facility. The maps shall be drawn to scale, shall demonstrate existing service coverage and strength, and shall demonstrate future service coverage and strength with the proposed facility.

4. Evidence of the least intrusive means to address a demonstrated coverage gap. For applications made to close a significant gap in coverage, the applicant shall provide evidence that they have explored all other reasonable locations and designs to address the demonstrated coverage gap. The applicant shall provide evidence that the selected site and design is the least intrusive option to address the gap in coverage or that less intrusive sites and designs are not technically or physically feasible.

5. Written narrative. A written narrative shall be submitted with the application explaining why the proposed site has been chosen, why the proposed Wireless Telecommunication Facility is necessary, why the requested height was chosen, ability of the facility to accommodate other providers, and any other information requested at the pre-application conference.

6. Existing Structures. Evidence shall be submitted demonstrating that no existing verticality can be utilized within the targeted search area, defined generally as a one mile radius, to meet the applicant’s requirements.

7. Property owner list. A typewritten list of the names and addresses of all property owners, keyed to Assessor’s Parcel Numbers, within 500 feet of the outside boundaries of the subject property for towers up to 99 feet, and within 1000 feet for towers from 100-199 feet.

8. For facilities within one quarter mile of an established residence, evidence of notification of property owners within one quarter mile, and a map indicating the Tower site and residential area.
c. Due to the complexity of the methodology or analysis required to review an application for a wireless telecommunications facility conditional use permit, the Director may require a technical review by a third party expert. The costs of this review shall be borne by the applicant, and shall be in addition to applicable Conditional Use Permit and Building Permit fees. The expert review may include, but is not limited to, the following:

1. The accuracy and completeness of the submissions;
2. The applicability of analysis techniques and methodologies;
3. The validity of conclusions reached;
4. Whether the proposed Wireless Telecommunications Facility complies with the applicable criteria set forth in these regulations;
5. Other matters deemed by the Director to be relevant in determining whether a proposed Wireless Telecommunications Facility complies with the provisions of these regulations.

Section 3.10: Metal Storage Container Boxes

Section 3.10.A: Purpose

The purpose of this Section is to establish the criteria, process, rules and standards for the use of Metal Storage Container boxes.

Section 3.10.B: Applicability

Standards in this Section apply to all permanent or temporary uses of Metal Storage Containers that are located as outdoor, stand-alone structures.

Section 3.10.C: Performance Standards

1. Temporary Uses in the G, AR, RR and RS Zones

   a. Upon the issuance of an Administrative Permit, two 160 or one 320 square foot Metal Storage Containers may be established with a no-fee temporary use permit. A temporary use permit is required prior to the storage containers being located on site and may be issued for up to 18 months at a time. Temporary use permits may be renewed so long as Building Permit remains in active status.

   b. For non-permit projects (emergency situations related to fire or flood, or remodels), two 160 or one 320 square foot Metal Storage Containers may be established with temporary use permit for up to 9 months. Emergency related projects are subject to a no fee permit. Temporary use permits may be renewed for an additional 9-month period.
c. Metal Storage Containers shall be located at least 10 feet from the Front and Street Side Property Lines and shall meet Side and Rear Setback requirements for the zoning district in which they are located. Exceptions may be granted by the Director of Community Development in an emergency situation for a maximum of 90 days.

d. There shall be no utilities installed within the Metal Storage Container.

e. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

2. Temporary Uses in the PS, CG, CH, M1 and M2 Zones

a. Upon the issuance of an Administrative Permit, Metal Storage Containers may be established with a temporary use permit. A no fee temporary use permit is required prior to the storage container being located on site and may be issued for up to 18 months at a time. Temporary use permits may be renewed so long as Building Permit remains in active status.

b. For non-permit projects Metal Storage Containers may be established with a temporary use permit for up to 6 months.

c. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks, Building separation and Structure Height. Exceptions may be granted by the Director of Community Development in an emergency situation for a maximum of 90 days.

d. There shall be no utilities installed within the Metal Storage Container.

3. Permanent Uses in the G, AR, RR and RS Zones

a. One 160 square foot Metal Storage Container may be established with an approved Administrative Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Container.

2. The only utilities permitted shall be electricity for lights and outlets, i.e. there shall be no plumbing or mechanical. The addition of electricity requires an electric permit.

3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earthtone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks, Building separation and Structure Height. Whenever possible, Metal Storage Containers shall not be located in front of the primary structure.
5. Use of the unit is for the storage of personal effects owned by the property owner or tenant. There shall be no commercial use of the unit, for example rental of the unit to people not residing on the property.

6. The unit shall not be used for residential use or for the keeping of animals.

7. Nothing shall be stored on top of the unit.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

c. Metal storage containers existing prior to the adoption of this Ordinance will have until January 1, 2009, to meet these requirements.

3. Permanent Uses in the PS, CG and CH Zones

a. The equivalent of one 320 square foot Metal Storage Container (for example two 8’x20’ containers or one 8’x40’) may be established with an approved Administrative Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Containers.

2. Electric utility may be permitted as part of the Building Permit.

3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earhtone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

c. Metal storage containers existing prior to the adoption of this Ordinance will have until January 1, 2009, to meet these requirements.

4. Permanent Uses in the M1 and M2 Zones

a. Metal Storage Containers are permitted with an approved Building Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Containers

2. Electric utility may be permitted as part of the Building Permit.
3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earth tone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks. Any deviations from these standards may be approved through the issuance of a conditional use permit.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

c. Metal Storage Containers existing prior to the adoption of this Ordinance will have until January 1, 2009 to meet these requirements.

Section 3.10.D: Permits and Administration:

1. All Metal Storage Containers shall be subject to the issuance of a permit. Issuance may be through the action of the Director of Community Development or the Planning and Zoning Commission.

a. Establishment of a Metal Storage Container Administrative Permit shall be in compliance with the provisions of Section 5.1A.

b. Establishment of a Metal Storage Container requiring issuance of a Conditional Use Permit shall be in compliance with the provisions of Section 5.7.

Section 3.11: Accessory Wind Energy Systems

Section 3.11.A: Purpose

The purpose of this Section is to establish a process, rules and standards for the construction and operation of Accessory Wind Energy Systems used primarily for on-site power consumption.

Section 3.11.B: Applicability

1. Accessory Wind Energy Systems shall be considered a permitted use in the following zoned areas G, AR, RR, RS, RM, PC, PRD, PS, RC, CG, CH, MR, MP, M1 and M2 Zones that are a minimum of one acre in size on all properties with sufficient distance to accommodate setbacks, per this Section. Roof mounted systems may be permitted in any of the abovementioned zoned areas that are a minimum of one-half acre in size.

2. Any deviation from the required standards of this Ordinance may be approved through the issuance of a Conditional Use Permit per Section 5.7.
Section 3.11.C: Performance Standards

1. The requirements of this Ordinance shall apply to all Accessory Wind Energy Systems proposed after the effective date of this Ordinance.

2. All Accessory Wind Energy Systems shall conform to applicable industry standards, including those of the American National Standards institute.

3. Minimum parcel size of one acre is required for the installation of an Accessory Wind Energy System.

4. No more than two systems are permitted per parcel.

5. Maximum height shall be that of the underlying zoning district measured from preexisting natural Grade to the center of the turbine hub for horizontal and vertical systems.

6. Setback requirements shall be 100% of the Total Height of the Accessory Wind Energy System, including blade length, from all property lines, Access Easements, Residential Structures, and public electric power or telephone lines. No part of the wind system Structure, including guy wire anchors, may extend into the minimum Setback area of the underlying zoning district or into any Access or utility Easements.

7. Bird flight diverters are required on Accessory Wind Energy System with guy wires. Bird flight diverters (minimum 8 inches long by 8 inches wide) shall be placed at 15 foot intervals along the length of the wire.

8. All portions of the energy system shall be a non-reflective, non-obtrusive color, subject to the approval of the Community Development Director. The appearance of the turbines, towers and any other related components shall be maintained throughout the life of the wind energy facility pursuant to industry standards.

9. Systems shall not be used for displaying any advertising.

10. Systems shall not be illuminated unless required by a state or federal agency.

11. The electrical collection system shall be placed underground within the interior of each parcel. The collection system may be placed overhead near substations or points of interconnection to the electric grid. All grid-connected systems shall have a completed contractual agreement with the local utility prior to the issuance of a Building Permit.

12. Accessory Wind Energy Systems shall be designed, installed, and operated so that noise generated by the system shall not exceed fifty decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

12. Obsolescence and Removal
If the Accessory Wind Energy System remains nonfunctional or inoperative for a continuous period of 120 days, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire Structure including foundations to below natural Grade, and transmission equipment.

Section 3.11.D: Permits and Administration:

Building Permits shall be obtained for any Accessory Wind Energy System prior to installation.

Section 3.12: Medical Marijuana Dispensaries and Off-Site Cultivation and Infusion Facilities

Section 3.12.A: Purpose

The purpose of this Section is to establish a process, rules, and standards for the construction, establishment, and operation of Medical Marijuana Dispensaries, and Off-Site Cultivation and Infusion Facilities, pursuant to ARS §36-2806.01.

Section 3.12.B: Applicability

1. Medical Marijuana Dispensaries shall be considered a permitted use in the CG-10,000 (Commercial General) and CH-10,000 (Commercial Heavy) Zones, or in the PC (Planned Community) Zone in areas designated for development subject to CG-10,000 and CH-10,000 Uses and development standards, subject to the following performance standards and design requirements.

2. Medical Marijuana Off-Site Cultivation and Infusion Facilities shall be considered permitted Uses in the M-1-10,000 (Light Industrial), and M-2-6,000 (Heavy Industrial), Zones or in the PC (Planned Community) Zone in areas designated for development subject to the M-110,000 and M-2-6,000 Uses and development standards, subject to the following performance standards and design requirements. Off-Site Cultivation and Infusion Facilities shall be considered Conditional Uses per Section 2.7.B in the CH-10,000 (Commercial Heavy) Zone or in the PC (Planned Community) Zone in areas designated for development subject to CH10,000 uses and development standards.

Section 3.12.C: Performance Standards

1. Medical Marijuana Dispensaries shall be located in a permanent Building, and may not locate in a trailer, cargo container, or motor vehicle.

2. Medical Marijuana Dispensaries shall have a single secure entrance and shall implement appropriate security measures to deter and prevent the theft of marijuana and unauthorized entrance into areas containing marijuana pursuant to ARS §36-2806(C).
3. Medical Marijuana Dispensaries shall be a maximum of 2,500 gross square feet.
   
a. Medical Marijuana Dispensaries and Cultivation/Infusion Facilities shall not be located within 500 feet of a public or private Preschool, kindergarten, elementary, secondary, or high school, place of worship, or public park existing before the date of application for the Medical Marijuana Dispensary or Cultivation/Infusion Facility. This distance shall be measured in a straight line from the exterior walls of the Building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

b. Medical Marijuana Dispensaries and Cultivation/Infusion Facilities shall not be located within 500 feet of another Medical Marijuana Dispensary or Cultivation or Infusion Facility. This distance shall be measured in a straight line between the exterior walls of the Buildings or portions thereof in which the businesses are conducted or proposed to be conducted.

c. Any Medical Marijuana Dispensaries and Cultivation/Infusion Facilities lawfully operating shall not be rendered in violation of these provisions by the subsequent location of a public or private Preschool, kindergarten, elementary, secondary, or high school, place of worship, or public park.

d. Retail sales and dispensing of Medical Marijuana and related products is prohibited at Off-Site Medical Marijuana Cultivation and Infusion Facilities.

e. Operating hours of Medical Marijuana Dispensaries are limited to 8:00 am to 8:00 pm.

f. Drive-through services are prohibited.

g. There shall be no emission of dust, fumes, vapors, odors, or hazardous waste into the environment from any facility where Medical Marijuana Cultivation or Infusion occurs.

h. Marijuana remnants and byproducts shall be secured and properly disposed of and shall not be placed within the facility’s exterior refuse containers.

i. Medical Marijuana Cultivation and Infusion may occur within a Medical Marijuana Dispensary. Otherwise, a Medical Marijuana Dispensary may have one additional location where Cultivation, Infusion, and production of Medical Marijuana products occurs pursuant to ARS §36-2804(B)(1)(b)(ii).

Section 3.12.D: Permits and Administration

1. Establishment of a Medical Marijuana Dispensaries and Cultivation/Infusion Facility shall require issuance of an Administrative Permit in compliance with the provisions of Section 5.1.
2. Where Medical Marijuana Dispensaries and Cultivation/Infusion Facilities are classified as a permitted Use, an administrative permit shall be obtained prior to establishment of the Use and in compliance with the provisions of Section 5.1.A. To obtain an administrative permit, an applicant must comply with paragraphs 3-9 of this Section.

3. Where Medical Marijuana Cultivation/Infusion Facilities are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use per Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

4. The applicant shall provide the name and location of the Medical Marijuana Dispensary. For an Off-Site Cultivation and/or Infusion Facility, the applicant shall provide the name and location of the dispensary with which it is associated.

5. The applicant shall provide a copy of their dispensary registration certificate issued by ADHS pursuant to ARS §36-2804(B) and a copy of the operating procedures adopted pursuant to ARS §36-2804(B)(1)(c) along with a Site plan, floor plan, and security plan.

6. If the dispensary and/or cultivation/infusion facility is proposed to be located in an existing Building, the applicant shall obtain a Building Permit for change of occupancy with plans prepared by a professional architect registered in the State of Arizona.

7. A Medical Marijuana Dispensary or Infusion Facility that incorporates Medical Marijuana by means of cooking, blending, or incorporation into consumable/edible goods shall obtain applicable food service permits from the County Health Department.

8. If the measured distance is within 25 feet of the required limits identified in Sections 3.13.C.3 a and b above, a survey sealed by a registered land surveyor may be required, at the discretion of the Director of Community Development and at the applicant’s expense, to verify the required separation.

9. Permits may be denied if the applicant, in the reasonable opinion of the Director of Community Development, is failing to comply with any applicable state or local law or regulation.

Section 3.13: Historic and Nonconforming Uses

Section 3.13.A: Purposes

This Section is intended to limit the number and extent of Nonconforming Situations by prohibiting or limiting their enlargement, their reestablishment after abandonment, and the alteration or restoration after destruction. The overall purpose is the gradual elimination of Nonconforming Uses or conversion to conforming Uses in order to further the goals of the Coconino County Comprehensive Plan, special Area plans, and this Ordinance.
Section 3.13.B: Applicability

1. Continuation of Nonconforming Situations
   a. Nonconforming Situations that were lawful when created or established may be continued.
   b. Whenever a Nonconforming Situation has been discontinued for a consecutive period of 180 days, or changed to a conforming Use, Use of the Structure or Site thereafter shall be in conformity with the regulations for the zone in which the property is located.

2. Completion of Nonconforming Projects
   a. Nonconforming Projects which have been approved or permitted before the effective date of this Ordinance or any amendment thereto or of any zoning map change may be completed in accordance with the terms of their permits, so long as these approvals or permits were validly issued and remain unrevoked and unexpired.
   b. Nonconforming Projects approved by conditional use permit shall be allowed to be completed so long as the Use is commenced or a Building Permit is obtained within one (1) year of approval as per Section 3.13.B to 3.13.D.
   c. Applicable zoning regulations for a Nonconforming Project are those in place at the time of a Building Permit application or at the time of application for a zone change or conditional use permit.
   d. For projects designed to be completed in stages, construction may be completed according to regulations in effect on the date of approval pursuant to schedules of development approved by the Planning and Zoning Commission or Board of Supervisors.

Section 3.13.C: Performance Standards

1. Nonconforming Lots
   a. Lots that were legally established and in conformance with the Zoning Ordinance when created shall be considered usable.
   b. When the Use proposed for a Nonconforming Lot is one that conforms in all other respects but the applicable Setback requirements cannot be reasonably complied with, the Board of Adjustment may grant Variances from the applicable Setback requirements if it finds that:
      1. The property cannot reasonably be developed for the use proposed without such Variance,
      2. The Variance is necessitated by the size and shape of the Nonconforming Lot, and
3. The property can be developed as proposed without any significantly adverse impact on surrounding properties or the public health or safety.

c. For the purpose of Section b above, compliance with applicable Building Setback requirements is not reasonably possible if a Building that serves the minimal needs of the Use proposed for the Nonconforming Lot cannot practicably be constructed and located on the Lot in conformity with such Setback requirements. However, mere financial hardship does not constitute grounds for finding that compliance is not reasonably possible.

d. This Section only applies to undeveloped Nonconforming Lots. A Lot is undeveloped if it has no substantial Structures on it. A change in Use of a developed Nonconforming Lot may be accomplished in accordance with Section 3.13.D.1 below.

2. Nonconforming Signs

a. Subject to the remainder of this Section, Nonconforming Signs that were lawful when established may be continued.

b. No Nonconforming Sign may be enlarged or altered in such a manner as to increase the extent of the nonconformity nor may illumination be added to any Nonconforming Sign.

c. A Nonconforming Sign may not be moved or replaced except to bring the Sign into complete conformity with this Ordinance.

d. Restoration of a damaged Sign may be accomplished in accordance with Section 3.13.C.5 below.

e. The message of a Nonconforming Sign may be changed so long as this does not create any new nonconformities (for example, by creating an Off-Premise Sign where such Sign would not be allowed).

f. Routine maintenance and repairs may be done so long as the cost of such work does not exceed 50 percent of the value of such Sign within any 12-month period.

g. If a Nonconforming Sign advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that has not been offered or conducted for a period of 180 days, that Sign shall be considered abandoned and shall be removed within 30 days after such abandonment. If the business is resumed following the abandonment, all Signs shall conform to this Ordinance.

h. If a nonconforming Billboard remains blank for a continuous period of 180 days, that Billboard shall be deemed abandoned and shall be removed within 30 days after such abandonment. For the purpose of this Section, a sign is blank if:

1. It advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted; or
2. The advertising message it displays becomes illegible in whole or substantial part; or

3. The advertising copy paid for by a party other than the Sign owner or promoting an interest other than the rental of the Sign has been removed.

3. Nonconforming Mobile Homes and Mobile Home Parks

a. Within nonconforming Mobile Home Parks, Mobile Homes may be replaced subject to the following:

1. The total number of spaces in the Mobile Home Park shall not be increased over the number existing at the time the park became nonconforming;

2. There shall be a minimum 10’ Front Setback; and

3. There shall be a minimum 10’ spacing between Mobile Homes.

4. Setbacks around the perimeter of the park shall not be reduced from those existing at the time the park became nonconforming.

b. Expansions of nonconforming Mobile Home Parks may only be accomplished through rezoning to the Mobile Home Park Zone for the proposed expansion area.

c. Individual nonconforming Mobile Homes on discrete parcels may only be replaced with the granting of a conditional use permit as described in Section 3.143.D.1 below. Minor additions or improvements, such as decks, porches, and cabanas with a cost up to 25 percent of the appraised value of the nonconforming Mobile Home, are permitted.

4. Extension or Enlargement of Nonconforming Situations

a. Except as otherwise specifically allowed in this Section, no increase in the extent of nonconformity of a Nonconforming Situation is permitted. In particular, no Nonconforming Use shall be enlarged or extended in such a way as to occupy any part of the Structure or site or another Structure or site which it did not occupy at the time it became a Nonconforming Use, or in such a way as to displace any conforming Use occupying a Structure or site, except as permitted in this Section.

b. No Nonconforming Use or Structure shall be enlarged or extended so as to increase the nonconformity with respect to Setbacks, height, density or number of units, distance between Structures, parking or other requirements such as performance standards.

c. Extension of hours or seasons of use, addition of new Uses, and changes in character of the Nonconforming Use are considered to be extensions and are not permitted.

d. Pursuant to Arizona Revised Statutes § 11-830, within any zoning district, subject to the granting of a conditional use permit, a nonconforming business Use may expand if such expansion does not exceed one hundred percent of the area of the original business. Such
expansions shall be limited to Uses of the same basic nature and character. Expansion shall be limited to the original parcel on which the Use was located at the time it became nonconforming. For Uses within a Structure, the expansion shall be measured by floor area. For business Uses not involving a Structure, for example junk yards, truck yards, or contractors’ yards, area shall be strictly construed to mean the square footage or acreage of the Use at the time it became nonconforming.

5. Repair, Maintenance, and Reconstruction

a. Minor repairs and routine maintenance of property where Nonconforming Situations exist are permitted and encouraged. Major renovation, i.e. work estimated to cost more than 25% of the appraised value of the Structure to be renovated, may only be done with the granting of a conditional use permit. Cost shall mean the fair market value of the materials and services necessary to accomplish the repair or maintenance.

b. If a Structure located on a parcel where a Nonconforming Situation exists is damaged to an extent of 50% or less of the appraised value of the damaged Structure, then it may be repaired and replaced and the Nonconforming Use may be resumed, provided that restoration is started within one year and diligently pursued to completion. For damaged Nonconforming Signs, restoration must be initiated within three (3) months and completed within six (6) months. If the damage exceeds 50% or the Structure is voluntarily razed or is required by law to be razed, the Structure shall not be restored except in full conformity with the regulations for the zone in which it is located, and the Nonconforming Use shall not be resumed. Structure as used in this paragraph includes on-premise Signs and Billboards. Nonconforming Structures used for single family residential purposes, if damaged to an extent exceeding 50% may be reconstructed and restored subject to the granting of a conditional use permit.

c. For the purpose of paragraph B above, the extent of damage shall be based on the ratio of the estimated cost of restoring the Structure to its condition prior to such damage or partial destruction to the estimated cost of duplicating the entire Structure as it existed prior to the damage. Estimates for this purpose shall be reviewed and approved by the Director of Community Development or the Chief Building Official and shall be based on the minimum cost of construction in compliance with adopted building codes.

Section 3.13.D: Permits and Administration

1. Change in Use of Property Where a Nonconforming Situation Exists

a. A change in Use of property where a Nonconforming Situation exists to a principal Use that is permissible in the zone in which the property is located shall be accomplished in the same manner as establishing the Use on a vacant Lot. Once conformity with this Ordinance is achieved, the property may not revert to its nonconforming status.

b. If the change is to a permissible Use, but all requirements of this Ordinance, for example property development and performance standards, cannot be met then the change may be
allowed subject to the Board of Adjustment granting a Variance for the waivers. In addition to other findings required for a Variance, the Board must find that:

1. The change will not result in a Violation of Section 3.14.C.4; and

2. All of the requirements that can reasonably be met will be met. Compliance is not reasonably possible if compliance cannot be achieved without the addition of land or without moving a substantial Structure that is on a permanent foundation. Mere financial hardship related to such requirements as paving a parking lot may not constitute grounds for granting a Variance.

c. A change from one Nonconforming Use to another principal Use that is also nonconforming may be permissible with the granting of a conditional use permit. The permit may be granted if the findings in Section b above are met and if the proposed development will have less of an impact on the area and will be more compatible with the surrounding neighborhood than the Use in operation at the time the permit is applied for. Applications for a change shall be restricted to the property, i.e. the specific parcel, on which the Nonconforming Use is located.

2. Nonconforming Uses Authorized by Conditional Use Permits

a. Uses approved by conditional use permit which have become nonconforming because of a Zoning Ordinance text amendment or a zoning map change may continue until the expiration date of the permit. At that time the Planning and Zoning Commission may grant a use permit for renewal if all of the original conditions of approval have been met, even if the Use is no longer a permitted or conditional use in the zoning district in which the property is located. The Commission may impose reasonable improvements to bring the property into closer conformity or to mitigate the Use.

b. Whenever a Nonconforming Use has been discontinued, or changed to a conforming Use, for a consecutive period of 180 days, Use of the Structure or Site thereafter shall be in conformity with the regulations for the zone in which the property is located.

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**Section 3.14: Walls and Fencing**

**Section 3.14.A: Purpose**

**Section 3.14.B: Applicability**

1. The provisions of this Section shall not apply to a wall or fence required by any law or regulation of the State of Arizona or any agency thereof.
Section 3.14.C: Performance Standards

1. In any required Front or Street Side Setback, an opaque or solid wall or fence shall not exceed three (3) feet in height. Non-opaque fences, which are at least 50% transparent, may be established in any required Front or Street Side Setback to a maximum height of six (6) feet.

2. A wall or solid fence not more than six (6) feet in height, as measured from the highest adjacent Grade, may be maintained along the interior side or rear lot lines provided that such wall or solid fence does not extend into a required Front or Street Side Setback. Stacking firewood along a property line shall be considered a wall or fence and must meet height limits.

3. A wall or fence adjacent to a driveway providing vehicular Access to an Abutting Lot shall not exceed three feet in height within fifteen (15) feet of the intersection of said driveway and the Street Right-of-Way so as not to obstruct visibility.

4. Tires may not be used to construct walls, unless they are fully encapsulated so as to prevent the accumulation of water inside the tires, and subject to the granting of a Building Permit.

5. Industrial Zones allowances:

   Barbed wire, electrical fences, broken glass or other similar hazardous on top of walls and fences in Industrial Zone may be permitted subject to the approval of the Director of Community Development.

Section 3.14.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning review shall be conducted through the issuance of such permits.

2. Walls or fences exceeding six (6) feet in height may be permitted only through the Variance or Administrative Adjustment procedure set forth in Chapter 5 and subject to the granting of a Building Permit.

Section 3.15: Storage and Screening

Section 3.15.A: Purpose

Section 3.15.B: Applicability

Section 3.15.C: Performance Standards

1. Residential
In all Residential Zones, outdoor storage of unlicensed or inoperable vehicles, vehicle parts, auto parts, tires, secondhand building material, pipe, drums, appliances, household furniture, household refuse, unlicensed Travel Trailers or utility trailers, etc., shall be permitted subject to the following conditions:

1. For any Lot or parcel of land, the area permitted for the above described outdoor storage shall be 200 square feet. An additional 100 square feet of outdoor storage per acre for properties larger than one acre, shall be permitted up to a maximum of 2000 square feet.

2. On any Lot or parcel of land, all outdoor storage shall be located to the rear of the property and screened from neighboring properties and roadways by a wall, opaque, rigid fencing, Landscaping; or other Structure. Second-hand materials may not be used for the construction of such screening unless otherwise approved by the Community Development Director. Any wall or fencing shall not exceed six (6) feet in height and shall be subject to the provisions of Section 3.13. Stored secondhand materials, vehicles, vehicle parts, etc., shall not be stacked so as to be visible above the required screening, or more than six (6) feet high. The provisions of this paragraph shall not be construed to restrict the storage of firewood maintained for personal use by the occupant of the premises.

3. All permitted screened outdoor storage areas shall meet the minimum required Building Setbacks as prescribed by this Section.

4. Outdoor storage shall not be permitted on any parcel unless there is a Dwelling on the parcel.

5. Temporary storage of construction materials shall be permitted on any Lot or parcel of land provided such materials are being used in conjunction with a valid construction project on that Lot or parcel.

6. In the MHP Zone, outdoor storage of unlicensed or inoperable vehicles, vehicle parts, auto parts, tires, second-hand building materials, pipe, drums, appliances, household furniture, household refuse, unlicensed Travel Trailers or utility trailers, etc. shall be subject to the following conditions:

   i. A maximum area of 200 square feet may be used on any one Lot or Manufactured Home Space for outdoor storage.

   ii. Such outdoor storage shall be located to the rear of the main Dwelling.

2. Commercial

The outdoor storage of any items, including but not limited to items for sale, unlicensed and/or inoperable vehicles, Travel Trailers, boats, Recreational Vehicles, or secondhand materials is prohibited, unless a Conditional Use permit is approved by the Planning and Zoning Commission for said outdoor storage.
3. Industrial

The outdoor storage of any items, including but not limited to items for sale, unlicensed and/or inoperable vehicles, Travel Trailers, boats, Recreational Vehicles, or secondhand materials is prohibited, unless a Conditional Use permit is approved by the Planning and Zoning Commission for said outdoor storage.

4. Special Purpose

Screening and landscaping requirements for a Conditional Use shall be specified in the use permit.

Section 3.15.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning review shall be conducted through the issuance of such permits.

2. Establishment of Storage and Screening requirements through the issuance of a Conditional Use Permit shall be in compliance with the provisions of Section 5.7.

Section 3.16: Amateur (HAM) Radio Towers

Section 3.16.A: Purpose

Amateur Radio Towers provide freestanding or building mounted antenna that are used for airway communication by a person holding a valid amateur radio license issued by the Federal Communications Commission.

Section 3.16.B: Applicability

Amateur (HAM) Radio Towers shall be permitted for the personal use of the property owner/resident in Residential Zones and subject to the following Performance Standards:

Section 3.16.C: Performance Standards

1. Towers shall not project more than 65 feet above Grade; establishment of towers above this limit but less than 100 feet in height may be permitted only through the Variance procedure set forth in Section 5.8. The height of extension antennas shall be determined in their cranked-down position and shall remain in said position except during use.

2. Towers shall meet the minimum Setback requirements for the zone in which they are located; no portion of any antenna array shall extend beyond the property lines.
Section 3.1614.D: Permits and Administration

It shall be the responsibility of the property owner to demonstrate that the site is adequate in size to contain debris resulting from tower failure and that such failure will not present a safety hazard to adjoining properties.

Section 3.XX: Recreational Facilities, Outdoor

Section 3.XX.A: Purpose

Recreational Facilities, Outdoor, provide for the recreational enjoyment and needs of residents and visitors throughout the County in a facility that is planned and dedicated to specialized events, sports, entertainment and other activities that are located in an outdoor facility.

Section 3.XX.B: Applicability

Recreational Facilities, Outdoor, require the granting of a Conditional Use permit by the Planning and Zoning Commission in all residential and commercial zones, and are permitted uses in the Industrial Park zone (MP), subject to the following performance standards.

Section 3.XX.C: Performance Standards

1. Property for which a Conditional Use permit for a Recreational Facility, Outdoor, is approved shall front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:

   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.

   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.

   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.

   d. The granting of the waiver will not have a negative impact on neighboring properties or improvements, especially as related to dust and traffic safety.

2. All Recreation Facilities shall provide an Emergency Response Plan to ensure that emergency services are available during and may have access to all events.
3. Facilities that provide arenas or fields for activities that generate dust shall provide a dust control and mitigation plan for each activity and area. The dust mitigation plan shall include a schedule and method for controlling dust, including water conservation methods of dust mitigation, such as the use of reclaimed water, and applying water during the morning or evening hours, when feasible.

4. Lighting shall be permitted in compliance with Section 4.3 for the appropriate lighting zone. All event lighting shall conclude with the end of the event, or as determined by the Planning and Zoning Commission.

5. Use of public address systems shall conclude with the end of the event, or as determined by the Planning and Zoning Commission.

6. Invasive and noxious weeds shall be monitored and controlled throughout the facility, in compliance with Section 4.4.E, Landscaping Performance Standards.

7. A written sanitation plan to address drinking water, waste water, trash concerns, and manure management (where appropriate) for the entire facility. This plan shall include the number of permanent or portable toilets to be provided on-site, based on size of the event and subject to the requirements of the County Environmental Quality, Health Department and/or any other applicable agency; a description of how trash will be collected, disposed of and contained from blowing wind; and if events include animals, a plan for manure management.

Section 3.XX.D: Permits and Administration

1. Where Recreation Facilities, Outdoor, are classified as a permitted Use, all building, grading and other required permits must comply with the requirements of this Section.

2. Where Recreation Facilities, Outdoor are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use per Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

Section 3.XX: Animal Shelters and Kennels, Commercial

Section 3.XX.A: Purpose

Animal Shelters provide opportunities for public or semi-public facilities that offer rescue, shelter, humane care and adoption services for domestic animals and/or other animals not under the jurisdiction of the Arizona Game and Fish Department. Kennels, Commercial provide opportunities for privately-owned facilities to offer boarding, grooming, breeding and raising of dogs and cats.
Section 3.XX.B: Applicability

1. Kennels, Commercial, require the granting of a Conditional Use permit by the Planning and Zoning Commission in the General (G) and Agricultural Residential (AR) residential zones, in commercial General (CG-10,000), Commercial Heavy (CH-10,000) commercial zones, and in the Industrial Park (MP-20,000) and Light Industrial and Manufacturing (M1-10,000) industrial zones. Kennels, Commercial are permitted uses in the Heavy Industrial (M-2-6,000) zone.

2. Animal Shelters require the granting of a Conditional Use permit by the Planning and Zoning Commission in the General (G), Agricultural Residential (AR), and Rural Residential (RR) residential zones, and in Neighborhood Commercial (CN-0.5/A), Commercial General (CG-10,000), and Industrial Park (MP-20,000) and Public and Semi-Public zones. Animal Shelters are permitted uses in the Heavy Commercial (CH-10,000), Light Industrial (M1-10,000) and Heavy Industrial (M-2-6,000) zones.

3. Kennels, Commercial and Animal Shelters are subject to the following performance standards.

Section 3.XX.C: Performance Standards

1. Animal Shelters and Kennels, Commercial shall be designed and operated so that noise generated from resident animals shall not exceed fifty decibels (50 dBA), as measured from the nearest property line. Flexibility in noise abatement design, such as solid wooden, metal or masonry walls, is permitted to achieve the required decibel level.

2. Outdoor dog runs shall be designed to reduce barking provocation. Dogs may be allowed in outdoor kennels between sunrise and sunset each day.

3. Animal waste and/or livestock manure shall be collected daily and managed and properly disposed of for all animals on the property. Disposal shall be according to an approved waste disposal plan. See Section 3.X.X below for livestock manure management requirements.

4. Keeping of livestock sheltered in an Animal Shelter shall comply with Section 3.X of this Ordinance for manure management, shelter and quantity of animals, except that the number of livestock may be exceeded with approval of the Planning and Zoning Commission. Keeping of animals over the approved number limits during a local disaster event shall require notification of the numbers to the Community Development Department.

5. The parts of a building where animals are boarded shall be fully enclosed and sufficiently insulated to provide both noise mitigation and climate control shelter for the animals.

6. Outdoor facilities, including outdoor runs and exercise areas, shall not be located within 150 feet of any single-family zoning district.
7. A lighting permit in conformance with Section 4.X of the Zoning Ordinance shall be obtained prior to installation or replacement of any outdoor lighting.

8. All requirements of the County Health Department, County Environmental Quality and/or other regulatory agency shall be met, and all necessary permits shall be obtained.

Section 3.XX.D: Permits and Administration

1. All Animal Shelters and Kennels, Commercial shall be subject to the issuance of a permit. Issuance may be through the action of the Planning and Zoning Commission or the Community Development Director.
   a. Where Animal Shelters and Kennels, Commercial are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.
   b. Where Animal Shelters and Kennels, Commercial are classified as a permitted Use, all building, grading and other required permits must comply with the requirements of this Section.

Section 3.XX: Recreational Vehicles as a Permanent Residence

Section 3.XX.A: Purpose

The purpose of this Section is to provide additional residential living options for dwelling within large residential zoning districts.

Section 3.XX.B: Applicability

Recreational Vehicles and Travel Trailers used as a permanent residence require the granting of a Conditional Use permit by the Planning and Zoning Commission in the Agricultural Residential (AR) and on non-conforming parcels in the General (G) residential zones. Recreational Vehicles and Travel Trailers used as a permanent residence are permitted with an Administrative Permit on conforming parcels in the General (G) residential zone, and are permitted Uses in the Manufactured Home Park (MHP) zone. Recreational Vehicles and Travel Trailers used as a permanent residence are subject to the following performance standards:

Section 3.XX.C: Performance Standards

1. One Recreational Vehicle or Travel Trailer may be used as a permanent residence, and must comply with all development standards of the applicable zoning district.
2. A permit or other method that demonstrates appropriate wastewater disposal shall be required prior to establishing the use on site.

3. Building permits are required for solid fuel-burning appliances, such as wood and pellet stoves, installed as a heating source within the vehicle.

4. Equipment, machinery and building materials stored on site must be screened with fencing.

5. Impact to neighbors from noise shall be minimal. Noise from generators must be mitigated with sound buffering materials such as rigid insulation or other solid materials.

Section 3.XX.D: Permits and Administration

1. All Recreational Vehicles utilized as a permanent residence shall be subject to the issuance of a permit. Issuance may be through the action of the Planning and Zoning Commission or the Community Development Director.

   a. Where Recreational Vehicles utilized as a permanent residence are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

   b. Where Recreational Vehicles utilized as a permanent residence are classified as a permitted Use, an Administrative Permit in compliance with the provisions of Section 5.1, along with additional requirements contained herein, is required.

Section 3.XX: Campgrounds and Recreational Vehicle Parks

Section 3.XX.A: Purpose

To permit recreational camping areas and Recreational Vehicle Parks with short term or seasonal occupancy to support tourism, provide for enjoyment of the County’s vast natural resources, and compliment the surrounding National Parks, National Forest, and National Monuments, while ensuring compatibility with nearby Single Family residential areas, and to protect scenic viewsheds, Environmentally Sensitive Features, important wildlife habitat and movement corridors, and forest health.

Section 3.XX.B: Applicability

This Section is applicable to all Campgrounds and Recreational Vehicle Parks in the CG-10,000 Zone, CH-10,000 Zone, Open Space and Conservation Zone, and for Campgrounds on parcels of at least ten (10) acres in the G Zone. Campgrounds and Recreational Vehicle Parks in Commercial Zones in which they abut or are adjacent to residential zoning, and campgrounds in the G zone on 10 acres or more may be permitted subject to the granting of a Conditional Use.
Permit per Section 5.7 by the Planning and Zoning Commission, and if approved shall comply with the following restrictions.

**Section 3.XX.C: Performance Standards - Campgrounds**

1. The maximum number of Campsites permitted per parcel are two (2) per acre in the General and Open Space and Conservation Zones, ten (10) per acre in the CG-10,000 and CH-10,000 Zones, or at a density approved by the Board of Supervisors in the required Master Plan in the RC Zone or PC Zone. A maximum of one (1) primary dwelling unit and one (1) accessory dwelling unit, or two (2) Cabins may be allowed per ten (10) acres in the General (G) zone and must meet standards of section 3.4 Accessory Dwellings.

2. All internal driveways and vehicle maneuvering areas shall be improved with compacted aggregate base, at a minimum, and meet all Engineering standards and standards of the local emergency response agency.

3. Campgrounds shall front on and have direct Access on a Road accepted for maintenance by the County or other jurisdiction. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:
   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.
   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.
   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.
   d. The granting of the waiver will not have a negative impact on neighboring properties or improvement, especially as related to dust and traffic safety.

4. Campsites, Cabins, Structures, common areas, and sanitation facilities shall meet underlying zone setback requirements. Campgrounds directly adjacent to any Single Family residential zone shall have a minimum fifty (50) foot setback from the property line abutting the residential zone, except for structures that were legally built and meeting the performance standards for the zone in which they were located prior to application for a Campground. The setback shall be measured from the property line to the nearest Campsite, RV Space, Cabin, Structure, common area, or sanitation facility. The Planning and Zoning Commission may require solid walls or fencing, retention of existing vegetation, landscaping or a combination of screening methods within the setback as stated above in order to mitigate impacts of the use.
5. Recreational Vehicle or Travel Trailer spaces shall be limited to 20% of the total number of Campsites located in a residential zone and shall remain on the subject property only on a seasonal basis. Additional density may be approved by the Planning and Zoning Commission through the Conditional Use Permit.

6. Campgrounds shall maintain a valid service agreement with a recognized fire safety and emergency services organization. A Firewise Plan and Emergency Response Plan to be approved by a local fire responder and/or the Director of Community Development is required. Such a plan may be required to address issues including but not limited to: forest health/selective tree thinning, details of construction for any fire pits, requirements for construction of additional facilities to aid the fire responder in case of a fire event, defensible space between fuels and structures, two ingress/egress points and methods for maintaining them, and/or information to be disseminated to the applicant’s clientele or employees in regard to fire safety. Additional items to be addressed in the Firewise Plan and Emergency Response Plan may be required by the Community Development Director and/or emergency responder.

7. Signs shall conform to Section 4.2, Signs.

8. Outdoor lighting shall conform to Section 4.3, Lighting.

9. Parking shall be provided according to Section 4.1, Parking. Parking shall not be allowed in the required setback from Single Family residential zones.

10. Trash receptacles shall be provided and screened from neighboring properties by a six foot screening enclosure made of masonry walls and wood gates. The Director of Community Development, Planning and Zoning Commission, or Board of Supervisors may approve other materials for the enclosures as desired for screening. Trash receptacles must have secure lids to prevent debris from spreading to neighboring properties and to prevent animals from compromising them. The Planning and Zoning Commission or Board of Supervisors may require that trash receptacles be bear-proofed in conformance with current industry standard.

11. For campgrounds in, adjacent to or abutting any residential zone the following additional requirements apply:

   a. A neighborhood compatibility plan shall be prepared that outlines how the campground will be designed to limit impacts to neighbors. The plan shall include a narrative describing camp hours of operation, quiet hours, such as between 8 pm and 8 am, where music, loud group gatherings and other disturbances are limited, and how dust, smoke and lights drifting onto neighboring properties will controlled. The location of outdoor recreation amenities such as horseshoe pits and fire rings shall be identified and located so as not to disturb neighboring residential properties.

   b. Generators are not permitted.

12. All standards and requirements of the County Health Services District shall be met and all permits or licenses shall be obtained prior to operation.
13. All standards and requirements of the County Building Division, Engineering Division, and Environmental Quality Division shall be met prior to the establishment of any Campsites.

Section 3.XX.D: Performance Standards – Recreational Vehicle Parks

Recreational Vehicle Parks shall comply with all Performance Standards listed in Section 3.XX.C for Campgrounds, with the exception of 3.XX.C.1 and 3.XX.C.5. The following additional Performance Standards apply to Campgrounds:

1. The maximum Density of Recreational Vehicle Spaces shall be twelve (12) per acre, except as otherwise approved by the Board of Supervisors in a masterplan in the RC and PC Zones.

2. All Recreational Vehicle Spaces shall meet underlying zone setbacks. Additionally, each Recreational Vehicle shall have at least a ten (10) foot separation from another Recreational Vehicle and be located at least ten (10) feet from any property line. When adjacent to residential zones, see Section 3.XX.C.4

3. Structures such as attached decks and covered porches shall not occupy a Recreational Vehicle Space or be attached to any Recreational Vehicle. Park Model Recreational Vehicles may be permitted structures such as attached decks and covered porches with a building permit.

Section 3.XX.E: Permits and Administration

1. Campgrounds require the granting of an Administrative Permit per Section 5.XX in the CG-10,000 Zone, CH-10,000 Zone. Where Campgrounds are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein. In the RC and PC zones, Campgrounds must be part of an approved masterplan, following the Zone Change process per Section 5.XX.

2. Recreational Vehicle Parks require an Administrative Permit per Section 5.XX in the CG-10,000 Zone, CH-10,000 Zone. In the RC and PC Zones, Recreational Vehicle Parks must be part of an approved masterplan, following the Zone Change process per Section 5.XX.
DATE: March 6, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

- Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  - District 4- Supervisor Jim Parks
  - District 2- Supervisor Elizabeth Archuleta
  - District 3- Supervisor Matt Ryan
  - District 5- Supervisor Lena Fowler
  - District 1- Supervisor Art Babbott

- County Manager's Report
- Board Planning Calendar
- Events Calendar

- Chair's Report

- Update, discussion, and possible direction to staff regarding Local, State and Federal Issues