



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda

Town Council

Mayor Jerry Bien-Willner
Vice Mayor Mark Stanton
Council Member Ellen Andeen
Council Member Christine Labelle
Council Member Scott Moore
Council Member Julie Pace
Council Member Anna Thomasson

Thursday, April 25, 2024

5:00 PM

Council Chambers

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. EXECUTIVE SESSION

[24-145](#)

Discussion of Town Attorney services as authorized by A.R.S. §38-431.03(A)(1).

[24-142](#)

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS - IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

[24-148](#)

Discussion of Amendments to Article XII, Personal Wireless Service Facilities, Zoning Ordinance relating to the Process for Site Approvals
20 Minutes

Staff Contact:

Paul Michaud, 480-348-3574

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS***[24-147](#)**Report by PV Arts Board on Upcoming Activities**Staff Contact:

Andrew Ching, 480-348-3690

9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[24-143](#)**Minutes of Town Council Meeting April 11, 2024****11. PUBLIC HEARINGS**

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[24-146](#) Discussion and Possible Action to Adopt Resolution 2024-05 Approving the Tentative Budget for Fiscal Year 2024/2025 And Scheduling A Public Hearing for Consideration of Adoption of the Final Budget at a Regular/Special Town Council Meeting on May 9, 2024.

Recommendation: Adopt Resolution 2024-05.

Staff Contact: Leslie DeReche, 480-348-3696

[24-150](#) Discussion and Possible Action to Adoption of Resolution 2024-04 Authorizing the Acceptance of a \$359,868 Grant Awarded by the Federal Highway Administration (FHWA) through the Maricopa Association of Governments (MAG) for a New PM-10 Certified Street Sweeper; Authorizing Expenditure of the Town's Required Contribution; and Approval of Linking Agreement with NESCON, LLC for Purchase of a PM-10 Certified Street Sweeper

Recommendation: Adopt Resolution 2024-04 and approve contract CON-24-038-PBW with Nescon, LLC in an amount not to exceed \$384,660.85, and waive the 14-day waiting period to execute the agreement.

Staff Contact: Isaac Chavira, 480-348-3540

[24-149](#) Discussion and Possible Action to Approve a Contract for Emergency Medical Transport Services with Professional Medical Transport, Inc

Recommendation: Authorize the Town Manager to execute a contract with Professional Medical Transport, Inc.(CON-24-034-TMG) and waive the 14-day waiting period.

Staff Contact: Andrew Ching, 480-348-3690

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of four more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days, or longer with Council approval.

[24-144](#) Consideration of Requests for Future Agenda Items

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Town Manager, 480-348-3690

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. ADJOURN

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 24-145

Discussion of Town Attorney services as authorized by A.R.S. §38-431.03(A)(1).



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File #: 24-142

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Action Report

File #: 24-148

AGENDA TITLE:

Discussion of amendments to Article XII, Personal Wireless Service Facilities, Zoning Ordinance relating to the process for site approvals

STAFF CONTACT:

TOWN *Of* PARADISE VALLEY



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew Ching, Town Manager
Chad Weaver, Community Development Director
Paul Michaud, Planning Manager

DATE: April 25, 2024

DEPARTMENT: Community Development – Planning Division
Paul Michaud, 480-348-3574

AGENDA TITLE: Discussion of amendments to Article XII, Personal Wireless Service Facilities Zoning Ordinance relating to the process for site approvals.

REQUEST

Proposed amendments to Article XII, Personal Wireless Service Facilities, of the Zoning Ordinance relating to the process for site approvals via Ordinance 2024-02.

PLANNING COMMISSION RECOMMENDATION AND DISCUSSION

The Planning Commission recommended approval of Ordinance 2024-02 (Attachment F) at their public hearing on April 16, 2024. The motion was unanimous with Commissioners Rose and Covington absent.

The Planning Commission discussed the proposed Personal Wireless Service Facilities (PWSF) amendments several times since February 2023 (refer to Attachment B). This discussion included that the applicant must provide required documentation as part of the application submittal demonstrating that the submitted design will meet federal requirements and standards on safety and radiofrequency. The five Primary Sites are expected to cover most of the gaps, but coverage depends on cell providers and the owners of the Primary Sites investing in these improvements (which is up to the property owner of these sites whether they want to accommodate Personal Wireless Service Facilities). The Town's effort is primarily assistance with streamlining process and waiving application fees where appropriate. The noticing for this managerial process occurred on the front end via the various Council meetings over the past couple of years on cell gap coverage in addition to the Citizen Review Sessions/noticing for this text amendment. The managerial process has a Town Council review component included. The purpose of the amendment is to improve cell coverage within the Town limits.

BACKGROUND

Resolution 2022-23 directs Town staff to take forward an amendment to Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance for Planning Commission recommendation and Town Council action creating a managerial or similar process for five specific sites (referred to as the Primary Sites). This managerial process is similar to the Managerial Special Use Permit process outlined in Section 1102.8.A of the Town Zoning Ordinance that requires an applicant make formal application, Town staff review the application in accordance with specific guidelines and regulations, and the Town Manager (or designee) transmit all approved determinations to the Town Council within a specified time period allowing the Town Council to affirm the determination or schedule an appeal at a Town Council meeting. This managerial process will replace the Conditional Use Permit (CUP) Planning Commission approval for only the Primary Sites in Resolution 2022-23 or as may be amended. PWSF requests at sites not identified in Resolution 2022-23 will continue to follow the administrative CUP process requiring Planning Commission approval that are appealable to the Town Council as outlined in Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance.

The Town Council discussed closing the gaps in cell coverage at its study sessions of September 8, 2022, and October 27, 2022. Discussion included review of the gaps in coverage for the wireless carriers, information on the selected sites to improve coverage, and ways the Town can facilitate wireless carriers in making cellular improvements that meet Town standards. Past efforts since 1997 when Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance was adopted have only partially met desired coverage expectations.

Many rules and regulations at both the federal and state levels have given more rights to wireless carriers over the years. Also, the low-density character of the Paradise Valley, hillside terrain, timing of the Town's PWSF process, and the wireless carriers internal funding process for projects results in many PWSF applications started and never followed through by the wireless carrier.

Since 2018, the Town has focused on four goals identified by the Council's Cellular Service Task Force to improve cell coverage within Paradise Valley. These goals seek to (1) improve voice service, (2) preserve and maintain the Town's aesthetics, (3) provide the greatest coverage and capacity with the least visible infrastructure, and (4) provide infrastructure for future services related to PWSF sites. Three of those goals have been completed and Resolution 2022-23 is the next step toward the implementation in providing the greatest coverage and capacity with the least visible infrastructure.

Resolution 2022-23 is a result of many efforts over several years between the Town, Engineering Wireless Services (EWS), and the wireless carriers. This includes a Town-driven radiofrequency strength and quality study of the main carriers within the Town limits EWS completed in 2018 and later updated in 2021. During 2022, these participants canvassed the town and identified the five locations listed below as best to close the gaps in cell coverage.

Cosanti Foundation	6433 E Doubletree Ranch Road
Fire Station #91	8444 N. Tatum Boulevard
Paradise Valley Country Club	7101 N. Tatum Boulevard
Sanctuary Camelback Mountain Resort	5700 E. McDonald Drive
Town-Owned Property	7012 N Invergordon Road

Resolution 2022-23 provides siting and design guidance for PWSF at the identified five locations. These provide limitations on number, location, height, setback, and desired design. The fire station, Paradise Valley Country Club, and Sanctuary on Camelback Mountain Resort suggest a faux chimney design on an existing building. Whereas the Town-owned property at 7012 N Invergordon Road the guideline is for a retaining wall and at Cosanti the guideline is a separate structure near the existing buildings which would require a Special Use Permit amendment process if there were the addition of a separate new structure.

MANAGERIAL PWSF PROCESS

Ordinance 2024-02 is modeled after the Managerial Amendment for Special Use Permits in Section 1102.7, Types of Amendments to Special Use Permits, in the Town Zoning Ordinance. Section 1213 of Ordinance 2024-02 describes this process which will only apply to PWSF at the five Primary Sites.

COMMENTS

There were no public comments given at the Planning Commission public hearing of April 16, 2024, or at the Citizen Review Session of April 2, 2024. The only comments during this text amendment process were early on at and before the Citizen Review Session of February 7, 2023. A resident near Cosanti expressed health concerns over a PWSF and asked if the managerial process applied to any Town-owned property (the process only applies to the five Primary Sites).

NEXT STEPS

If approved, the managerial process will become the PWSF application process for the Primary Sites.

ATTACHMENT(S)

- A. Staff Report
- B. Planning Commission Minutes – Discussion
- C. Noticing
- D. Resolution 2022-23
- E. Article XII, PWSF (Track Change)
- F. Ordinance 2024-02 (Draft)
- G. Presentation

**Amendments to Article XII, Personal Wireless Service Facilities (PWSF)
Ordinance 2024-02
Planning Commission Discussion**

The Planning Commission clarified a few items during the public hearing on April 16, 2024. This included that the earlier health concern comment from a resident near Cosanti was general noting that the applicant must provide required documentation as part of the application submittal demonstrating that the submitted design will meet federal requirements and standards on safety and radiofrequency. Article XII, Personal Wireless Service Facilities, of the Zoning Ordinance (including the text amendment with Ordinance 2024-02) cannot require that a property owner accommodate a PWSF. Ordinance 2024-02 will provide a faster process on the Primary Sites. Property owners with a PWSF typically receive financial compensation from the wireless carrier via a lease or other contract between the two private parties which is not associated with the Town unless the private property owner is the Town.

The Planning Commission discussed the proposed PWSF amendments on April 2, 2024, and February 7, 2023. The Vice Mayor provided background on the PWSF amendment. During the discussion several items were clarified including that the five Primary Sites are expected to cover most of the gaps but coverage depends on cell providers and the owners of the Primary Sites investing in these improvements, the Town's effort is primarily assistance with streamlining process and waiving application fees where appropriate, the noticing on this managerial process occurred on the front end via the various Council meetings over the past couple of years on cell gap coverage and the Citizen Review Sessions/noticing for this text amendment (adding that the managerial process has a Town Council review component), and recapping the reason behind the amendment is to improve cell coverage

The Planning Commission discussed the proposed PWSF amendments on February 7, 2023. Highlights from this discussion included the following:

- PWSF Design. There were questions about the specific PWSF design at the five sites, particularly the Town-owned hillside location at 7012 N Invergordon Road and the Cosanti location at 5433 E Doubletree Ranch Road. Resolution 2022-23 provides some parameters (retaining wall PWSF that meets Town Hillside standards for the Invergordon site, concealed PWSF toward the center/middle with consideration of up to 30 feet at the Cosanti site, and faux chimney PWSFs on the other three sites), but the exact PWSF design will not be presented to the Town until the wireless carrier makes application.
- Designee. There was clarification on the Town Manager designee in the text of Section 1213 describing the application process. The Town Manager designee regarding PWSF is typically the Community Development Director. The Town Code and Town Zoning Ordinance has multiple places using the term designee without any added description.
- Right-of-Way. Discussion included an explanation regarding the use of the faux cactus and sites in the rights-of-way. This text amendment only applies to the process method for the five-specified PWSF that are on private property. The faux cactus network in the Town's right-of-way are small cell facilities that fall under Arizona Revised Statutes and Section 2-2-2(I), Small Wireless Service

**Amendments to Article XII, Personal Wireless Service Facilities (PWSF)
Ordinance 2024-02
Planning Commission Discussion**

Facility Located in the Rights-of-Way, in the Town Code and originally approved via the Special Use Permit process.

- Build and Pay. The construction and payment for PWSF improvements are typically the responsibility of the wireless carrier. The Town's efforts included resident time such as through the Cellular Service Task Force, procurement of the 2018 and updated 2021 radiofrequency (RF) gap study that aided in the selection of the Primary Sites, multiple Town staff time in meetings, allowance to waive Town application fees in accordance with Section 6 of Resolution 2022-23, and other processing time efficiencies such as the proposed text amendment.
- Site Selection. The Primary Sites were the result of the commissioned RF study noted above and site canvassing through the Town's consultant (EWS), along with Town staff and other wireless carrier representatives. Any changes to the Primary Site locations would require amendment of Resolution 2022-23 by the Town Council at a public meeting.
- Colocation. Statement that there be multiple carriers on each site. This is already addressed. The text amendment retains the existing colocation provisions in Sections 1208 and 1209 of Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance on the use of a single mount and/or site by more than one personal wireless service provider.
- FCC. The Federal Communications Commission (FCC) requirements are already addressed as the text amendment retains the FCC provisions in Sections 1206, 1207, 1208, and 1211 of Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance.
- Staff Review Timeframe. Prior discussion included adding a Managerial PWSF time frame for Town staff review. If a time frame is considered, Section 1213(B) of Ordinance 2024-02 could include that the Town Manager (or designee) shall have 20 business days from the date the Managerial PWSF application is submitted to notify the applicant whether the application is complete. This timeframe is like the 20-day Town staff deadline for a Small Wireless Facility application and typical Town staff review time to review formal planning applications. Further consideration might include adding in Section 1213(C) of draft Ordinance 2024-02 a timeframe for the Town Manager (or designee) to either approve or deny a Managerial PWSF application from the date of a completed application (possibly 10 business days if there is no noticing, meeting, or similar requirements) or several days after any noticing. There are instances within the Town Code and Zoning Ordinance for Town review times such as 20 days for the Town to deem a Small Wireless Facility application complete in Section 2-5-2(I)(10)(b) of the Town Code, 75 days for the Planning Commission to take action on an Administrative Small Wireless Facility when complying with the objective design or alternate design standards, and 180 days for action on a Small Wireless Facility not meeting those standards that requires a Special Use Permit as outlined in Section 2-2-2(I), Small Wireless Service Facility Located in the Rights-of-Way, in the Town Code.

**Amendments to Article XII, Personal Wireless Service Facilities (PWSF)
Ordinance 2024-02
Planning Commission Discussion**

- CUP Processing Time. The Commission inquired about the length of time to process a PWSF CUP as compared with the timing of a Managerial PWSF. Since 2000, there have been approximately 28 PWSF pre-application requests. 12 of these moved forward as a formal application and 4 required only building permit approval as they were maintenance improvements in substantial compliance. Pre-application review by Town staff is typically 15 to 20 business days. Once filed, a CUP takes on average 30 business days to deem the application complete. Scheduling a separate Planning Commission work session and the public hearing typically adds another 30 to 45 business days to account for preparing the meeting application and noticing material. This results in a typical CUP taking 4 to 5 months to complete after pre-application. Whereas a Managerial PWSF could take 1 to 2 months to complete after pre-application.
- Noticing. Several Commissioners commented that the Managerial PWSF process due to the significance of wireless facilities should include resident notification. If necessary, some suggestions by the Commission, among other possible vetting opportunities, included the following:
 - Have the Town Council review period allowing for at least three Town Council Members to appeal the Town Manager approval occur at a Town Council meeting. This could be on the consent agenda or as an action meeting. Reasons noted were that residents can sign up via AlertPV to be noticed on upcoming agendas and gives a public forum.
 - Reevaluate the CUP process. Ideas noted included combining the Planning Commission study session and action in one meeting. Resolution 2022-23 focuses on the managerial process.
 - Add to Section 1213 of Ordinance 2024-02 some type of notice provision within a period after application submittal, such as prior to the Town Manager decision and forwarding to the Town Council for their 7-day review (such as 10 or 15 days), or other point in the application process to seek comments from nearby property owners. Notice radius could be as determined by the Town Manager (or designee) or a specific radius given (e.g., 500 feet, 600 feet, 1,000 feet, or 1,500 feet are typical radius ranges on some planning applications). This notice could be in the Town of Paradise Valley Community Development Department mailing notification policy instead of within Ordinance 2024-02.



Minutes – FINAL

Planning Commission

- Chair Karen Liepmann*
- Commissioner Robert Brown*
- Commissioner Charles Covington*
- Commissioner Timothy Dickman*
- Commissioner Pamela Georgelos*
- Commissioner William Nassikas*
- Commissioner James Rose*

Tuesday, April 2, 2024

6:00 PM

Town Hall Boardroom

1. CALL TO ORDER / ROLL CALL

Chair Liepmann called the meeting to order at 6:02 PM.

- Present –**
- Chair Karen Liepmann
 - Commissioner James Rose
 - Commissioner William Nassikas
 - Commissioner Timothy Dickman
 - Commissioner Charles Covington
 - Commissioner Robert Brown
 - Commissioner Pamela Georgelos

STAFF MEMBERS PRESENT

- Community Development Director Chad Weaver
- Town Attorney Andrew McGuire
- Planning Manager Paul Michaud
- Town Planner Brandon McMahan
- Management Specialist Cherise Fullbright

2. EXECUTIVE SESSION

3. APPROVAL OR AMENDMENT OF MINUTES

- A. 24-114 Approval of March 19, 2024 Planning Commission Minutes.**

A motion was made by Commissioner Georgelos, seconded by Commissioner Nassikas, to approve the March 19, 2024 minutes. The motion carried with the following vote:

- Aye:**
- Chair Liepmann, Commissioner Dickman, Commissioner Nassikas, Commissioner Rose, Commissioner Covington, Commissioner Brown, Commissioner Georgelos

4. PRESENTATIONS

5. STUDY SESSION ITEMS

A. 24-108 **Citizen Review Session – Work Session – Proposed Amendments to Article XII, Personal Wireless Service Facilities Zoning Ordinance related to the process for site approvals.**

Vice Mayor Mark Stanton addressed the Commission, noting this was an overdue Council priority to improve cellphone service as a matter of public safety.

Planning Manager Paul Michaud presented the item. His presentation addressed concerns raised by the Commission during previous meetings and summarized the process and ordinance edits.

Commissioner Dickman asked if gaps in coverage would remain after deployment of the five sites presented. He wondered if the wireless carriers were willing to work with the Town.

Mr. Michaud advised there could be various gaps, but coverage depends on the cell providers and the owners of the five Primary Sites investing in these improvements. Additionally, he noted that providers are still interested and have been in contact with staff.

Commissioner Nassikas asked about payment for the sites.

Mr. Michaud shared that the carriers would be looking to build and pay for the facilities while the Town is looking to help in the process aspect.

Commissioner Georgelos requested reasoning behind the waiver of the application fee. She wondered if this process would be applied to future sites.

Mr. Michaud noted that the Town was not in the business of building or paying for the sites but the ability to waive the application fee was available. He agreed decisions would be made on a case-by-case basis, but it would likely be granted for the five sites being discussed. Mr. Michaud noted that if another site was added to Resolution 2022-23, this requires going through the Council process to approve the site.

Commissioner Covington asked if any state laws applied to this item and if there was an impact looking at the rollout of 5G.

Town Attorney Andrew McGuire shared that there was a sweep through the state statues related to approval of Personal Wireless Service Facilities, but most of that was small cell. The ability to regulate large cell was still intact, but this type of process was addressing the Towns process for approval. As to 5G, he believed the carrier would be able to answer that question.

Commissioner Georgelos asked how our current process compared to other jurisdictions.

Mr. Michaud stated there was not much detail for comparison, but in Scottsdale and Phoenix much of it is done by right through the building permit process.

Staff discussed how agreements must be made with owners of the privately owned sites, and if they were no longer in agreement then the carriers would have to move onto the next site. The managerial process and process for community input were discussed.

No public comment was received.

Presentation and Discussion only. No Reportable Action.

B. 24.125 Discussion on Minor Special Use Permit Amendment (SUP-24-01) Ritz Carlton Area C Lots 15-19 (7000 E Lincoln Drive)

Town Planner Brandon McMahon presented the item. He briefly went over the process, notification, criteria to amend the 2015 SUP, setbacks, lot configuration and reduction, as well as lot size. Mr. McMahon presented a visual of lot ownership and numerous renderings.

Chair Liepmann corrected a detail within the presentation. It was clarified that Commissioners toured the Ritz on March 19th, 21st, and 22nd. Further, a notice of quorum was posted for the 21st when 4 members were present.

Commissioner Covington wondered if the covered area would exceed 550 sq ft.

Mr. McMahon confirmed it would not and noted it as part of the stipulations.

Commissioner Dickman asked what would happen with the lot that's already been built if the request was not approved today. He expressed a concern with the inconsistency.

Mr. McGuire shared that a permit issued in error would not stop the town from enforcing the correct rules, so depending on the direction given, staff could stop construction on the site then leave the decision as to what happens next with the developer and owner.

Commissioner Brown suggested that the Commission weigh in on the design itself, as that would be within their authority. He did not believe the permit issue was relevant to the Commission.

Chair Liepmann discussed details of the four lots included in the request which included two lots which have been built already and two empty lots. She requested input from the applicant as to which model would be built.

Richard Frazee with Five Star Development shared that both homes had building permits issued, but the second home permit did not accommodate the overhang being built.

Commissioner Georgelos asked about outreach to the other owners in area c. She asked if there were any letters of support.

Mr. Frazee explained that notification had been completed as required by the SUP Amendment process. Additionally, there had been direct dialogue with each of the lot owners and no objection or resistance to the request. He shared that he did not have letters of affirmation today but there had been no response to the outreach letter. Mr. Frazee clarified there was no request to increase the livable square footage of the homes. It was noted that the ground level amenities would not be impacted by the request.

Commissioner Dickman shared a concern with timing of the project.

Mr. Frazee noted work was ongoing and there was an intent for the hotel to be wrapped up by the end of 2024.

At the request of Georgelos, Mr. Frazee described the configuration of the homes and how the encroachment would impact view corridors.

Presentation and Discussion only. No Reportable Action.

6. PUBLIC HEARINGS – LEGISLATIVE ACTIONS

A. 24-099 Discussion and Possible Action on Minor Special Use Permit Amendment (SUP-24-01) Ritz-Carlton Area C Lots 15-19 (7000 E Lincoln Drive)

Chair Liepmann opened the Public Hearing at 7:18 PM

Public comment was received by the following citizens: Michael Shoen and Andy Gordon. Both speakers expressed opposition and Mr. Gordon shared a photo to show the visual impact.

The Public Hearing was closed at 7:26 PM.

Mr. Frazee addressed concerns raised during public comment.

Commissioner Georgelos asked if there was anything that could be done design wise to minimize the effect of the setback encroachment.

Architect CP Drewett agreed the design could be modified to lessen the visual impact. He believed the request was a result of an additional road being added to the layout.

Mr. Rose expressed an interest in citizen input.

Community Development Director Chad Weaver informed that the project was noticed and tonight would be the opportunity to provide comment.

Mr. McMahon noted that this process required notification to surrounding properties within 1,500' and the citizen review hearing was not required but encouraged.

Mr. Michaud clarified that intermediate amendments required a citizen review hearing, but this request was for a minor amendment. The applicant had fully met the notifying requirement.

Without objection, the public hearing was reopened, and Carol Gordon provided comments. Mrs. Gordon expressed opposition.

Mr. Drewett spoke as to the alternatives for building design.

The need for an executive session was discussed.

A motion was made by Commissioner Dickman, seconded by Commissioner Georgelos, to go into executive session on items 24-099 at 7:50 PM.

Discussion only. No Reportable Action.

Without objection, the Commission came out of executive session on item 24-099 at 8:09 PM.

Additional comments were received from the Commission.

A motion was made by Commissioner Covington, seconded by Commissioner Rose, to approve item 24-099 subject to stipulations. The motion carried with the following vote:

Aye: Chair Liepmann, Commissioner Nassikas, Commissioner Rose, Commissioner Georgelos, Commissioner Covington, Commissioner Brown

No: Commissioner Dickman

7. ACTION ITEMS

A. 24-096 Discussion and Possible Action Horseshoe Estates Lot Split (LS-24-01) 7300 E Horseshoe Road (APN: 174-30-023A)

Town Planner Brandon McMahon presented a summary of the request. He shared information related to the process, background of the sites, code criteria, roadways, traffic, utilities, paving, drainage, and public comment.

Commissioner Dickman asked if sewer was available in the area.

Mr. McMahon stated there was no sewer available and the properties would be on septic.

At the request of Commission Georgelos, Mr. McMahon confirmed that all requirements have been met.

A motion was made by Commissioner Dickman seconded by Commissioner Nassikas, to approve item 24-096 subject to stipulations. The motion carried with the following vote:

Aye: Chair Liepmann, Commissioner Dickman, Commissioner Nassikas, Commissioner Rose, Commissioner Georgelos, Commissioner Covington, Commissioner Brown

B. 24-075 Selection of Chair per Section 2-5-2 of the Town Code.

Mr. Michaud explained that the Town Code required the Election of Chair during the first meeting in April. He briefly discussed the process.

A motion was made by Commissioner Rose, seconded by Commissioner Dickman, to elect Chair Liepmann to another term as Chair of the Planning Commission. The motion carried with the following vote:

Aye: Chair Liepmann, Commissioner Dickman, Commissioner Nassikas, Commissioner Rose, Commissioner Georgelos, Commissioner Covington, Commissioner Brown

8. STAFF REPORTS

9. PUBLIC BODY REPORTS

10. FUTURE AGENDA ITEMS

Mr. Michaud noted that the next meeting scheduled for April 16th would include one item, the scheduled hearing for the Personal Wireless Service Facilities (PWSF) item discussed earlier.

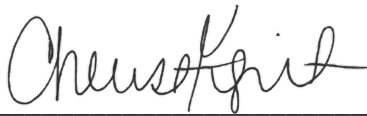
11. ADJOURNMENT

Motion for adjournment was made at 8:26 PM.

A motion was made by Commissioner Georgelos, seconded by Commissioner Nassikas, to adjourn the meeting at 8:26 PM. The motion carried with the following vote:

Aye: Chair Liepmann, Commissioner Nassikas, Commissioner Georgelos,
Commissioner Rose, Commissioner Covington, Commissioner Dickman,
Commissioner Brown

Paradise Valley Planning Commission

By: 
Cherise Fullbright, Secretary



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Minutes - Final

Planning Commission

Chairman James Rose
Commissioner Thomas G. Campbell
Commissioner Charles Covington
Commissioner Pamela Georgelos
Commissioner Karen Liepmann
Commissioner Kristina Locke
Commissioner William Nassikas

Tuesday, February 7, 2023

6:00 PM

Council Chambers

1. CALL TO ORDER

Chairman Rose called the meeting to order at 6:00 p.m.

STAFF MEMBERS PRESENT

Community Development Director Lisa Collins
Town Attorney Andrew McGuire
Planning Manager Paul Michaud
Senior Planner George Burton

2. ROLL CALL

Commission Members Covington (arrived at 6:05 p.m.), Georgelos, and Nassikas attended remotely.

Present 7 - Commissioner Thomas G. Campbell
Commissioner Charles Covington
Commissioner Pamela Georgelos
Commissioner Karen Liepmann
Commissioner Kristina Locke
Commissioner William Nassikas
Commissioner James Rose

3. EXECUTIVE SESSION

None

4. CITIZEN REVIEW SESSION ITEMS

- A. [23-041](#) Proposed amendments to Article XII, Personal Wireless Service Facilities Zoning Ordinance creating a managerial or similar process for certain Personal Wireless Service Facilities as directed in the Town of Paradise

Valley Resolution 2022-23 to close the gaps in cell coverage.

Ms. Collins presented the staff report. The Town of Paradise Valley has passed a resolution directing staff to create a managerial process for Personal Wireless Service Facilities for five specific sites. This process is like the Managerial Special Use Permit process and will replace the Conditional Use Permit Planning Commission approval for those sites. The Town Council recently discussed closing the gaps in cell coverage. The resolution is a result of efforts between the Town, Engineering Wireless Services (EWS), and the wireless carriers to improve cell coverage within Paradise Valley while preserving aesthetics and providing the greatest coverage and capacity with the least visible infrastructure. The resolution provides siting and design guidance for Personal Wireless Service Facilities at the identified five locations, with guidelines for number, location, height, setback, and design. Ms. Collins detailed each location.

Commissioner Campbell asked what the structure's design would be for the Invergordon location and if it would be visible.

Ms. Collins stated it would be integrated into a block retaining wall. The antennas would blend in and not extend above the hilltop. There was no specific design at this time.

Commissioner Campbell noted that the design standard was a faux cactus at one time and asked if that was an option. This and the Cosanti locations concerned him. He asked if the Planning Commission would be involved in the Invergordon site.

Ms. Collins noted that a faux cactus could be used if that was the best design to camouflage the Personal Wireless Service Facility. She replied that the Planning Commission would not be involved with this site, but the Town Council would be. She added that the Personal Wireless Service Facility application still must comply with all the requirements in the Zoning Ordinance and there would be considerable review. She detailed the process of going through the Town Manager and Town Council.

Commissioner Liepmann asked what the criteria for choosing these sites involved. She asked if a particular cell carrier will be the applicant for each case. Additionally, she asked who would build a wall at the Invergordon site.

Ms. Collins replied that the five selected sites provide the most coverage where the Town has gaps, and it would be a particular wireless carrier. Whoever applied to do the Personal Wireless Service Facility at Invergordon would also do the construction based on the plans reviewed and approved by the Town.

Commissioner Liepmann was concerned that the proposed amendment stated that the Town Manager reviews or designee. She would like it to be more specific, for example, "staff designee."

Commissioner Locke asked if they considered sites that were right-of-way or public easements.

Ms. Collins replied there were several small cells that were approved before her time at the Town in the right-of-way. All the faux cacti are small cells. She added that the five proposed sites are all on private property. The resolution has been amended a few times. The purpose of this meeting is to get input on the language within the text amendment. She responded to a question from Commissioner Locke that they wanted to see multiple carriers on each site.

Commissioner Nassikas asked who would pay for the construction at these sites.

Ms. Collins responded that the Town would waive the application fee and that the carrier would cover all the other costs. The Town Council would review the application and verify it meets the qualifications.

Commissioner Campbell was concerned that the surrounding residents would not be properly notified before installation.

Commissioner Liepmann agreed and wanted the Town Council to review the Managerial Personal Wireless Service Facility as an agenda item in their meetings.

Commissioner Georgelos asked who provided the list of sites to the Town Council for consideration.

Ms. Collins replied that EWS worked with the Town and looked at the sites that could close the gaps in coverage.

Commissioner Georgelos expressed that she was concerned about the proposed managerial amendment process in that unless appealed by three or more members of the Town Council the application is approved. She continued that this streamlined process would mean the review would be complete and final without any further notice or review. She felt that the proposed managerial process provides very little in terms of notice, and the issues regarding wireless facilities is significant in the Town. She was not in favor of moving forward with the proposal in this manner and felt that there should be a vetting process other than just the Town Manager or their designee.

Commissioner Locke agreed with the other Commissioners. She wanted to add language about compliance with the Federal Communications Commission (FCC) guidelines.

Ms. Collins replied that the FCC review is a requirement. She acknowledged the comments and concerns raised by others but explained that the proposed changes did not allow for any reduction in the submittal and that there are federal guidelines that must be met. She acknowledged that the Town staff received some input, but it was mainly focused on timing constraints faced by the carriers and health concerns. She suggested that this item come back to the Planning Commission with more information on how the Town Council is informed about these managerial amendments and provide assurance that the

Council will not be sidestepped. The idea behind the proposed changes is to move quickly and meet all code requirements while addressing the concerns raised by citizens over the years regarding coverage. She emphasized that there may be some locations where this solution would help resolve those concerns, but it was not meant to suggest that more managerial amendments would follow. She added that other Personal Wireless Service Facilities may occur and these will be reviewed via the Conditional Use Permit process.

Chairman Rose stated that he wanted the residents to have input regardless of the outcome. He made suggestions for streamlining the process.

Commissioner Liepmann brought up making the timeline in Section 1213.A and Section 1213.C of the proposed text amendment to including a timeframe and it be consistent.

Ms. Collins commented on the objective that once the application was complete, it could be reviewed within days. If it was approved, the Town Manager would send the managerial application to the Town Council.

Commissioner Georgelos asked if the Planning Commission could see examples of a situation where Personal Wireless Service Facility approvals were not made or not continued due to funding. She did not like the proposed process. She wanted clarification on what was driving the timeframe.

Commissioner Campbell suggested they could streamline the Conditional Use Permit process. He reiterated that the proposed managerial process impacts public input opportunity and thinks residents will express concerns after these structures are constructed.

Commissioner Georgelos agreed.

Commissioner Covington asked if the purpose of streamlining the process was to benefit the applicants or the Town.

Ms. Collins replied that it would benefit both, with the purpose to close coverage gaps.

Chairman Rose opened the Citizen Review Session. Ms. Brady, a resident, asked if the only Town owned site was the Invergordon site and whether this allowance applied to all Town-owned property

Ms. Collins replied the Invergordon is the only Town owned site of the five sites and the managerial process applied only to these five sites.

No Reportable Action

5. STUDY SESSION ITEMS

- A. [23-009](#) Discussion of Scottsdale Plaza Intermediate Special Use Permit
7200 N Scottsdale Road (SUP-22-02)

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194
Phone 1-602-444-7315 Fax 1-877-943-0443

AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

TOWN OF PARADISE VALLEY
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253--4328

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Publication: Arizona Republic Zone 8

Ad number: GCI1138031

PO Field: NOTICE OF PUBLIC HEARING

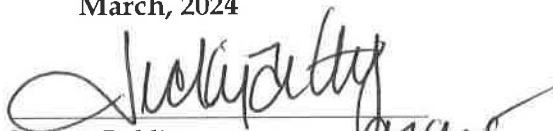
Published Date(s):

03/16/2024



Sworn to before me this

16th day of
March, 2024


Notary Public
My Commission Expires on 9/19/25

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY

Notice is hereby given that the Town of Paradise Valley Planning Commission will hold two meetings regarding the proposed amendments to Article XII (Personal Wireless Service Facilities) of the Town of Paradise Valley Zoning Ordinance, creating a managerial or similar approval process for Personal Wireless Service Facilities designated as “Primary Sites” in the Town of Paradise Valley Resolution 2022-23.

1. A **Citizen Review Session** at **6:00 p.m. on Tuesday, April 2, 2024**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 in accordance with Article 2-5, Section 2-5-2.G of the Town Code to gather information and provide opportunity for comment regarding the proposed amendments to Article XII, Personal Wireless Service Facilities, of the Town of Paradise Valley Zoning Ordinance.
2. A **Public Hearing** at **6:00 p.m. on Tuesday, April 16, 2024**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 in accordance with Section 2-5-2 of the Town Code and pursuant to A.R.S. § 9-462.04 to receive public comment and make a recommendation to the Town Council on the proposed amendments to Article XII (Personal Wireless Service Facilities) of the Town of Paradise Valley Zoning Ordinance.

If you have questions about this application, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692.

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 483-1811 (TDD) to request accommodation.

All agendas are subject to change. You can view the agenda, find application material, and provide your input via eComment approximately 4-6 days prior to the meeting date at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. You may also contact the staff liaison, Paul Michaud on this application at pmichaud@paradisevalleyaz.gov or at 480-348-3574 at any time before the scheduled meeting date.

AR-GCI1138031-01

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194
Phone 1-602-444-7315 Fax 1-877-943-0443

STATE OF WISCONSIN

SS.

AFFIDAVIT OF PUBLICATION

COUNTY OF BROWN

TOWN OF PARADISE VALLEY
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PARADISE VALLEY, AZ 85253--4328

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Publication: Arizona Republic Zone 8

Ad number: GCI1000386

PO Field: 020723 and 022123 PWSF
Text Amd

Published Date(s):

01/21/2023

Melvin Verbeek

Sworn to before me this

21st day of
January, 2023

Vicky Felty
Notary Public
My Commission Expires on 9/29/25

VICKY FELTY
Notary Public
State of Wisconsin

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Notice is hereby given that the Town of Paradise Valley Planning Commission will hold two meetings regarding the proposed amendments to Article XII (Personal Wireless Service Facilities) of the Town of Paradise Valley Zoning Ordinance, creating a managerial approval process for Personal Wireless Service Facilities designated as "Primary Sites" in the Town of Paradise Valley Resolution 2022-23.

1. **A Citizen Review Session at 6:00 p.m. on Tuesday, February 7, 2023**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 in accordance with Article 2-5, Section 2-5-2.G of the Town Code to gather information and provide opportunity for comment regarding the proposed amendments to Article XII, Personal Wireless Service Facilities, of the Town of Paradise Valley Zoning Ordinance.
2. **A Public Hearing at 6:00 p.m. on Tuesday, February 21, 2023**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 in accordance with Section 2-5-2 of the Town Code and pursuant to A.R.S. § 9-462.04 to receive public comment and make a recommendation to the Town Council on the proposed amendments to Article XII (Personal Wireless Service Facilities) of the Town of Paradise Valley Zoning Ordinance.

If you have questions about this application, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692.

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All agendas are subject to change. You can view the agenda, find application material, and provide your input via eComment approximately 4-6 days prior to the meeting date at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. You may also contact the staff liaison, Lisa Collins on this application at lcollins@paradisevalleyaz.gov or at 480-348-3522 at any time before the scheduled meeting date.

RESOLUTION NUMBER 2022-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, RELATING TO PERSONAL WIRELESS SERVICE FACILITIES, AND REPEALING RESOLUTIONS 932 AND 932(A).

WHEREAS, the Mayor and Town Council (the “Town Council”) of the Town of Paradise Valley (the “Town”) adopted Resolution 932 on February 26, 1998, providing a non-exclusive list of potential Personal Wireless Service Facilities sites (the “Site List”) to be considered in accordance with the Town’s Personal Wireless Service Facilities provisions set forth in Article XII of the Town’s Zoning Ordinance (“Article XII”); and

WHEREAS, the Town Council adopted Resolution 932(A) on September 20, 2001, to modify the Site List to remove one site; and

WHEREAS, in 2018 the Town Council established a Cellular Service Task Force to study ways to improve voice service, to preserve and maintain the Town’s aesthetics expectations, to provide the greatest coverage and capacity with the least visible infrastructure, and to provide infrastructure for future services; and

WHEREAS, in 2018 the Town engaged Engineering Wireless Services (“EWS”) to complete a radio frequency strength and quality study of the main carriers within the Town limits (the “Study”); the 2018 study was updated in 2021; and

WHEREAS, in 2022, the Town, EWS, and T-Mobile representatives canvassed several sites within the Town limits that the Study showed to best fit Town and carrier needs to improve coverage and capacity with the least visible infrastructure. Based upon this canvas, the group identified five primary sites: (i) the Sanctuary on Camelback Mountain located at 5600 E. McDonald Drive, (ii) the Paradise Valley Country Club located at 7101 N. Tatum Boulevard, (iii) the Town’s Fire Station #91 located at 8444 N. Tatum Boulevard, (iv) the Cosanti Foundation property located at 5433 E. Doubletree Ranch Road, and (v) a Town-owned parcel on Mummy Mountain located at 7012 N. Invergordon Road (collectively, the “Primary Sites”); and

WHEREAS, the Town Council at its study session on September 8, 2022, discussed next steps in moving the goals of the Cellular Service Task Force forward; and

WHEREAS, the Town Council at its study session on October 27, 2022, discussed implementing a time-sensitive process and option to waive application fees for the Primary Sites; and

WHEREAS, the Town Council desires to (i) repeal Resolutions 932 and 932(A) and replace the Site List therein with the non-exclusive list set forth in this resolution, including two new locations, and (ii) provide guidance with respect to Conditional Use Permits considered for the Primary Sites identified in the Study.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Site List is hereby amended to add the Cosanti Foundation property located at 5433 E. Doubletree Ranch Road and the Town-owned parcel on Mummy Mountain located at 7012 N. Invergordon Road as potential Personal Wireless Service Facilities sites. This revised Site List is not intended to be an exclusive listing of locations for which a Conditional Use Permit may be requested for Personal Wireless Service Facilities.

NAME	ADDRESS
ANDAZ RESORT	6160 N. SCOTTSDALE ROAD
ASCENSION LUTHERAN CHURCH	7100 N. MOCKINGBIRD
CALVARY CHURCH OF THE VALLEY	6107 N. INVERGORDON
CAMELBACK BIBLE CHURCH	3900 E. STANFORD DRIVE
CAMELBACK GOLF CLUB	7847 N. MOCKINGBIRD LANE
CAMELBACK INN	5402 E. LINCOLN DRIVE
CAMELBACK UNITED PRESBYTERIAN CHURCH	3535 E. LINCOLN DRIVE
CHEROKEE SCHOOL	8801 N. 56TH STREET
CHRIST CHURCH OF ASCENSION	4015 E. LINCOLN DRIVE
COSANTI FOUNDATION	6433 E DOUBLETREE RANCH ROAD
DOUBLETREE PARADISE VALLEY RESORT	5401 N. SCOTTSDALE ROAD
EL CHORRO LODGE	5550 E. LINCOLN DRIVE
FIRE STATION #91	8444 N. TATUM BOULEVARD
FIRST SOUTHERN BAPTIST CHURCH	5230 N. SCOTTSDALE ROAD
HERMOSA INN	5532 N. PALO CRISTI ROAD
KIVA SCHOOL	6911 E. MCDONALD DRIVE
LINCOLN BIBLE CHURCH	4222 E. LINCOLN DRIVE
MOUNTAIN SHADOWS RESORT	5445 E. LINCOLN DRIVE
MOUNTAIN VIEW MEDICAL PLAZA	10575 N. TATUM BOULEVARD
OMNI MONTELUCCIA RESORT	4949 E. LINCOLN DRIVE
PARADISE VALLEY COUNTRY CLUB	7101 N. TATUM BOULEVARD
PARADISE VALLEY MEDICAL PLAZA	7101 E. JACKRABBIT ROAD
PARADISE VALLEY TOWN HALL	6401 E. LINCOLN DRIVE
PARADISE VALLEY UNITED METHODIST CHURCH	4455 E. LINCOLN DRIVE
PHOENIX COUNTRY DAY SCHOOL	3901 E. STANFORD DRIVE
SANCTUARY CAMELBACK MOUNTAIN RESORT	5700 E. MCDONALD DRIVE
SCOTTSDALE PLAZA RESORT	7200 N SCOTTSDALE ROAD
SMOKETREE RESORT	7101 E. LINCOLN DRIVE
ST. BARNABAS CHURCH	6715 N. MOCKINGBIRD LANE
TOWN-OWNED PROPERTY	7012 N INVERGORDON ROAD
UNITARIAN UNIVERSALIST CHURCH	4027 E. LINCOLN DRIVE

Section 3. The Town’s Planning Commission (the “Commission”) shall consider, when reviewing a request for modifications to provisions of Article XII (due to extraordinary hardship or as necessary to comply with Federal or state law), the extent to which the Personal Wireless Service Facility meets the Cellular Service Task Force goals to improve voice service, preserve and maintain the Town’s aesthetics, provide the greatest coverage and capacity with the least visible infrastructure, and provide infrastructure for future services while ensuring any modifications remain within the required FCC Guidelines for Radio Frequency (RF) safety. The Commission shall also ensure that modifications are only permitted if such modification improves coverage within the Town limits over strict compliance to Article XII, which improvement must be verified by the applicant through coverage maps.

Section 4. The Town Council hereby directs Town staff to take forward an amendment to Article XII, Personal Wireless Service Facilities, of the Town of Paradise Valley Zoning Ordinance and/or other code sections for Planning Commission recommendation and Town Council action creating a managerial or similar process for Personal Wireless Service Facilities for the Primary Sites. This managerial process may be similar to the Managerial Special Use Permit process outlined in Section 1102.8.A of the Town of Paradise Valley Zoning Ordinance that requires an applicant make formal application, Town staff review the application in accordance with the guidelines, and the Town Manager (or designee) transmit all approved determinations to the Town Council within a specified time period allowing the Town Council to affirm the determination or schedule an appeal at a Town Council meeting. This managerial process will replace the Conditional Use Permit Planning Commission approval for identified Primary Sites. Primary Sites may be amended from time to time by the Town Council, including guidelines for specific sites.

Section 5. To further the goals of the Cellular Service Task Force, the Town Council hereby directs Town staff through a process similar to Managerial Amendments to Special Use Permits to evaluate proposals for Personal Wireless Service Facilities to be located at the Primary Sites according to the provisions set forth below. This guidance is not a final decision of the Town Council, and compliance with the provisions below does not (i) ensure approval of a Personal Wireless Service Facility or (ii) create any vested rights to the approval of a Personal Wireless Service Facility.

Sanctuary Resort

- Preference is for Personal Wireless Service Facilities that use a faux chimney design with up to four faux chimneys possible for co-location and improved coverage on existing structures. Alternatively or in addition, a Personal Wireless Service Facility incorporated into the design of an existing structure, such as a parapet wall, may be permissible if it complies with Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance, as applied with these guidelines.

- Preferred locations are on the principal buildings of the casitas (Tennis Ranch on Camelback, plat recorded in Book 124, Page 5 in the office of the Maricopa County Recorder) or the main resort principal buildings.

- Consideration could be given for the height of a faux chimney to exceed that portion of the roof on which it is located by up to four feet six inches as a means to enhance the authenticity of the disguise of the faux chimney. At no time should the faux chimney height exceed the Resort Special Use Permit Guideline of a principal building (36 feet tall). Any faux chimney should be in scale with the building on which the Personal Wireless Service Facility is located.
- Setbacks are expected to meet Article XII (200 feet from the west and north property lines) and there may be consideration for a reduced setback from the public streets to the north (McDonald Drive) and east (Superstition Lane). Reduced setback should not exceed the Resort Special Use Permit Guideline of a principal building (100 feet).
- The faux chimney should be appropriate to the architectural context, match the style of existing structure, complement or match the color of the structure, and be designed as a feature commonly found on the type/style of structure.
- The number and spacing of any faux chimneys and/or any operational chimneys on any one structure should be limited to the number, size, and design that is appropriate for the structure.
- Door hatches, cables, antenna access, rooftop ballast-mounted structures for radio equipment, and related items should be integrated into the design as best as possible to camouflage this required equipment.

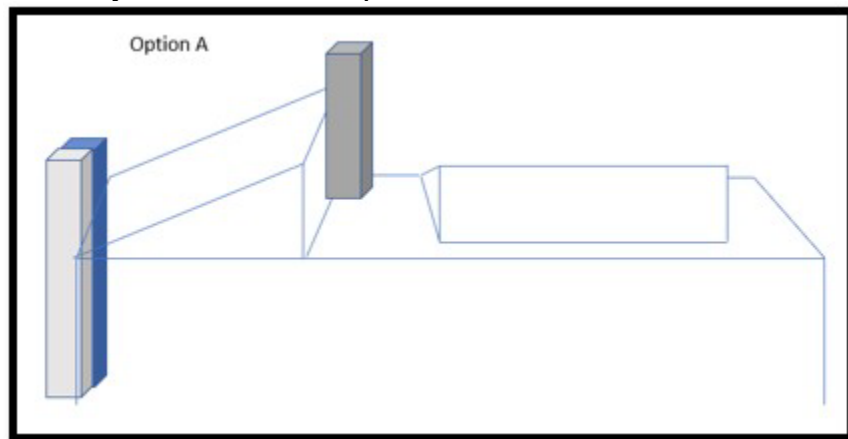
Paradise Valley Country Club

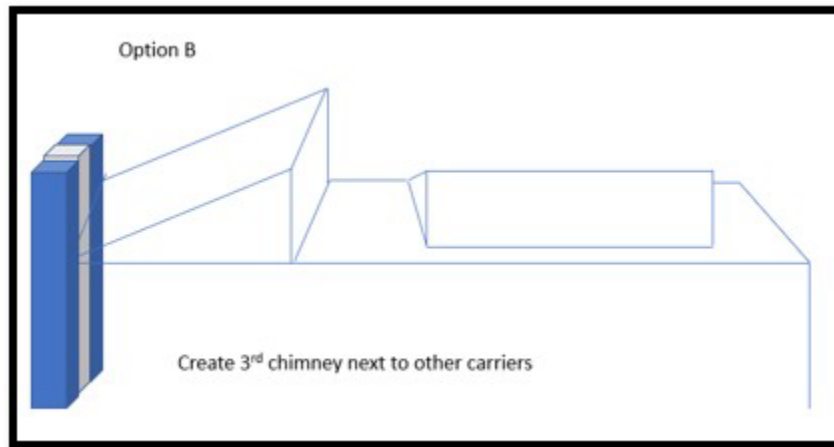
- Preference is for Personal Wireless Service Facilities that use a faux chimney design with up to four faux chimneys possible for co-location and improved coverage on existing structures. Alternatively or in addition, a Personal Wireless Service Facility incorporated into the design of an existing structure, such as a parapet wall, may be permissible if it complies with Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance, as applied with these guidelines.
- Preferred location is the main clubhouse principal building with the faux chimney(s) to match the architectural design and scale of the existing chimneys.
- Height of a faux chimney should generally not exceed the maximum 30 feet as required by the Paradise Valley Country Club Special Use Permit recorded in Document 84-136742 recorded with the Maricopa County Recorder, Maricopa County, Arizona, except there may be consideration for a faux chimney to exceed that portion of the roof on which it is located by up to 4 feet 6 inches as a means to enhance the authenticity of the disguise of the faux chimney and complement the other existing chimneys on the clubhouse.
- Setbacks are expected to meet Article XII (200 feet) due to the large amount of acreage and setbacks of the clubhouse.

- The faux chimney should be appropriate to the architectural context, match the style of existing structure, complement, or match the color of the structure, and should be designed as a feature commonly found on the type/style of structure.
- The number and spacing of any faux chimneys and/or any operational chimneys on any one structure should be limited to the number, size, and design that is appropriate for the structure.
- Door hatches, cables, antenna access, rooftop ballast-mounted structures for radio equipment, and related items should be integrated into the design as best as possible to camouflage this required equipment.

Fire Station #91

- Preference is for Personal Wireless Service Facilities that use a faux chimney design with up to one additional faux chimney possible for colocation and improved coverage on existing structures. Alternatively or in addition, a Personal Wireless Service Facility incorporated into the design of an existing structure, such as a parapet wall, may be permissible if it complies with Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance, as applied with these guidelines.
- Preferred location is the fire station building with the faux chimney to match the architectural design and scale of the existing faux chimneys.
- Height of a faux chimney should generally not exceed the existing 28-foot 8-inch height of the fire station building as illustrated in Option “B” below, except there may be consideration for a faux chimney to exceed that portion of the roof on which it is located by up to 4 feet 6 inches as a means to enhance the authenticity of the disguise of the faux chimney and complement the other existing faux chimney as illustrated in Option “A” below.





- Consideration may be given for setbacks other than the 200-foot distance pursuant to Article XII, with any additional faux chimney generally in the location of the existing faux chimney or the eastern 65 feet of the existing building.
- The faux chimney should be appropriate to the architectural context, match the style of existing structure, complement, or match the color of the structure, and should be designed as a feature commonly found on the type/style of structure.
- The number and spacing of any faux chimneys and/or any operational chimneys on any one structure should be limited to the number, size, and design that is appropriate for the structure.
- Door hatches, cables, antenna access, rooftop ballast-mounted structures for radio equipment, and related items should be integrated into the design as best as possible to camouflage this required equipment.

Cosanti Foundation

- A separate detached structure to conceal and disguise a Personal Wireless Service Facility may be considered in that the existing structures are under 16 feet tall and have structural limitations.
- The new structure housing the Personal Wireless Service Facility shall also require the review and approval process of the applicable Special Use Permit amendment type pursuant to Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance.
- Preferred siting is toward the middle and/or center of the site near the existing structures.
- Height of the Personal Wireless Service Facility may be considered up to 30 feet, which is an allowable height for residential lots greater than 4 acres as a comparison with a height not to exceed the Non-Profit Organization Special Use Permit Guideline for a principal building of 35 feet tall, generally encouraging the lowest possible height and a facility that will blend and disappear into the surroundings through the use of camouflage.

- Consideration may be given for a reduction in setbacks from the 200-foot distance pursuant to Article XII, particularly from Doubletree Ranch Road to the north and/or to the west or east property lines due to the 330-foot width of the Cosanti site, with any reduced setback not to exceed the Non-Profit Organization Special Use Permit Guideline of 60 feet adjoining residentially zoned property and 40 feet adjoining a public street if the Personal Wireless Service Facility is 24 feet or less in height and a setback of not less than 100 feet if taller than 24 feet.

7012 N Invergordon

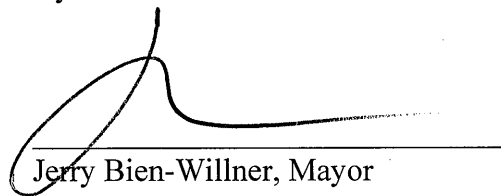
- Preference is for Personal Wireless Service Facilities that use a faux retaining wall design for multiple carriers for co-location and improved coverage.
- Height, setback, and equipment locations and screening shall generally follow the requirements for retaining walls on a hillside property in accordance with Section 2207.VI, Walls and Fences, of Article XXII, Hillside Development Regulations, of the Town of Paradise Valley Zoning Ordinance.

Section 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to waive application fee(s) for Personal Wireless Service Facilities for Primary Sites.

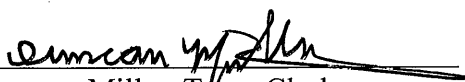
Section 7. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

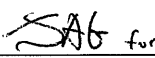
PASSED, ADOPTED, AND APPROVED by the Town Council of the Town of Paradise Valley this 8th day of December, 2022.


Jerry Bien-Willner, Mayor

ATTEST:


Duncan Miller, Town Clerk

APPROVED AS TO FORM:

 for
Andrew J. McGuire, Town Attorney

Article XII. PERSONAL WIRELESS SERVICE FACILITIES ^{437 455 511 564} 2024-02

Section 1201. Purpose

- A. The purpose of this ordinance is to establish appropriate locations, site development standards, and permit requirements to allow for personal wireless services to the residents of the Town, in a manner which will facilitate the location of various types of personal wireless service facilities in locations consistent with the residential character of the Town. The nature of residences, their scale (height and mass), their proximity to each other and the street, and the extensive natural, informal landscaping all contribute to this distinctive character. Precluding the adverse visual impact of these facilities within this virtually developed residential area is one of the primary objectives of this ordinance. Limitations on the height of antennas are intended to conform the antennas to the existing limitations of height of residential buildings. The ordinance is intended to allow personal wireless service facilities which are sufficient to provide adequate service to citizens, the traveling public and others within the Town and to accommodate the need for connection of such services to wireless facilities in adjacent and surrounding communities.
- B. It is also the intent that this ordinance and its purposes are implemented as allowed by applicable law, particularly in light of evolving federal and state regulations, laws and interpretations, evolving technology and land uses for personal wireless services.

Section 1202. Definitions

For the purpose of this Article, the following terms shall have the meanings prescribed herein unless the context clearly requires otherwise:

- 1 "Antenna" means the surface from which wireless radio signals are sent from and received by a personal wireless service facility;
- 2 "Applicant" means a person or other entity who submits an application with the Town for a special use permit or major amendment to a special use permit for a personal wireless service facility. A personal wireless service carrier and the owner of the subject property shall be an applicant(s) or co-applicant(s) on such application;
- 3 "Co-location" means the use of a single mount and/or site by more than one personal wireless service;
- 4 "Commercial mobile radio service" means any of several technologies using radio signals at various frequencies to send and receive voice, data or video to and from mobile transceivers;
- 5 "Design" means the appearance of a personal wireless service facility, including but not limited to its material, color or shape;
- 6 "Equipment cabinet" means an enclosed mobile home, shed or box at the base of or near a mount within which are housed, among other things, batteries and electrical equipment (hereinafter referred to as "equipment"). This equipment is connected to the antenna by cable. Equipment cabinets are also called "base transceiver stations";
- 7 "Licensed carrier" means a company authorized by the FCC to build and operate a commercial mobile radio services system;

ZONING ORDINANCE

- 8 "Location" means property(ies) or site(s) where personal wireless service facilities are located or could be located;
- 9 "Modification" means any physical or operational change, alteration, or other modification of any of the following as they relate to a personal wireless service facility or the subject property upon which it is located, including but not limited to:
 - a. The site plan;
 - b. The sight line representation;
 - c. The design submittal as required in this Article;

The conversion of a single-use personal wireless service facility to a co-location is also considered a modification;

- 10 "Monopole" means a type of mount that is self-supporting with a single shaft of steel or concrete or other acceptable material;
- 11 "Permittee" means the owner of a subject property and a personal wireless service carrier;
- 12 "Personal wireless service facility" or "PWSF" means a facility for the provision of personal wireless services as defined by the Telecommunications Act 1996, and any amendments thereto. PWSFs are composed of two (2) or more of the following components:
 - a. Antenna
 - b. Mount
 - c. Equipment Cabinet
 - d. Security Barrier;
- 13 "Personal wireless services" means commercial mobile radio services, unlicensed wireless services and common carrier wireless exchange access services as defined in the Telecommunications Act of 1996, and any amendments thereto;
- 14 "Security barrier" means a locked, impenetrable wall or fence that completely seals an area from unauthorized entry or trespass;
- 15 "Sight line representation" means a drawing in which a sight line is drawn from the closest facade of each building, private road or right of way (viewpoint) within five hundred (500) feet of the PWSF to the highest point (visible point) of the PWSF. Each sight line shall be depicted in profile, drawn at one inch equals forty (40) feet unless otherwise specified by the Town. The profiles shall show all intervening trees and structures;
- 16 "Site" means the subject property where a personal wireless service facility is located or proposed to be located and includes any contiguous property(ies) under the same ownership as the subject property;
- 17 "Siting" means the method and form of placement of a personal wireless service facility on a specific area of a subject property;
- 18 "Subject property" means all the area within a lot, lots, or tax parcel(s) under common ownership upon which a personal wireless service facility is either proposed to be, or already is, developed, located, constructed or operated;
- 19 "Unlicensed wireless service" means commercial mobile services that can operate on public domain frequencies and that therefore need no FCC license.

ZONING ORDINANCE

Section 1203. General Requirements⁵⁶⁴

- ~~A. All PWSF shall be located, developed, constructed, modified or operated in accordance with the requirements and standards in this Zoning Ordinance and the Town Code, including granting of, or modifications to, Special Use Permits as may be required to accommodate a PWSF.~~
- ~~A.B. The determination of where a PWSF shall be located is subject to the following. Certain locations have been identified by the Council in Resolution 2022-23 for Town as potential PWSF sites, some of which have been designated as “Primary Sites.” and are subject to all of the provisions of this Article and the Town Code. Said locations are set forth in Town of Paradise Valley Resolution No. 932 as it may be amended from time to time. Any subject property that meets the requirements of this Article may be eligible for consideration for a PWSF, or modification thereof, pursuant to a conditional use permit, in accordance with the standards in this article. Those sites designated in Resolution 2022-23 as “Primary Sites” shall only be subject to the Managerial Approval/Amendment process set forth in Section 1213 of this Zoning Ordinance; potential locations not designated as “Primary Sites” require a Conditional Use Permit pursuant to Section 1103.2 of this Zoning Ordinance.~~
- ~~B. A PWSF or modification thereof is permitted only with a conditional use permit, granted pursuant to Article 11, Sections 1103 et seq of the Zoning Ordinance and this Article. No PWSF may be developed, located, constructed or operated without a conditional use permit. A conditional use permit is required for any modification to a PWSF.~~
- C. A PWSF may be mounted on a structure ~~which~~that is not a dwelling unit on the side or roof in accordance with the requirements of this Article. A PWSF is prohibited on any dwelling unit or site containing dwelling units ~~s~~(s) unless otherwise authorized as a Primary Site pursuant to Subsection A of this section.

Section 1204. Siting Standards^{511 564}

The following siting criteria apply to consideration of a conditional use permit for a PWSF:

- 1 A PWSF shall be:
 - a. Completely screened from public view and rights of way by trees, mature vegetation, natural features or structures on the subject property, and
 - b. Completely camouflaged in a manner that is architecturally compatible with the structure on which it is mounted and integrated as an integral architectural element of the structure;
2. The screening required in this section may exist on the subject property or be installed as part of the proposed PWSF or a combination of both;
3. A PWSF shall not be approved for a location on a site containing a dwelling unit, except where the dwelling unit is located on the site of an existing Special Use Permit granted by the Town for a resort or guest ranch. A PWSF shall not be initially approved for a location closer than two hundred (200) feet from a dwelling unit in existence at the time of the initial approval of the conditional use permit for such PWSF site. For a proposed PWSF site that is adjacent to residentially zoned lots or parcels that are vacant at the time of the initial approval of the proposed conditional use permit for a PWSF, the proposed PWSF site shall be located no closer than two hundred (200) feet from the lot line of such vacant parcel or lot, less the greater of any

ZONING ORDINANCE

applicable setback from such lot line or any platted or recorded easement adjacent to such lot line on the vacant parcel or lot. Once initially approved, changes to the dwelling unit locations or any changes in the setbacks or platted or recorded easements on the lots or parcels adjacent to the PWSF site shall not compel the removal or relocation of the PWSF that was initially approved for a conditional use permit in compliance with this section, nor shall the renewal of the conditional use permit for such a PWSF be withheld due to such changes in the adjacent lots or parcels.

4. A PWSF shall be set back from all property lines a distance equal to the height of the mount or the antenna, whichever is higher, and comply with all zoning setback requirements;
5. The height of a PWSF shall be limited to
 - a. The maximum height applicable to a building on the subject property pursuant to the Town's Zoning Ordinance Table 1001-A1. A roof-mounted PWSF may project a maximum of four and one-half (4 1/2) feet above the highest point of the roof so long as it does not exceed the maximum height provided in Table 1001-A1, whichever is lower; or
 - b. If mounted to an existing structure on the subject property, the height of that structure.Any PWSF shall be screened and camouflaged as required herein. The height requirements of this Section supersede requirements specified for antenna in Section 1003 and Table 1003-1 of the Town's Zoning Ordinance as applied to a PWSF;
6. A side-mounted PWSF shall not project more than forty-two (42) inches from the side a nondwelling unit facade, shall not extend above the highest point of the roof of the structure and shall be screened and camouflaged as required herein. The PWSF shall not project into an easement, driveway or setback unless otherwise specified in the conditional use permit;
7. An equipment cabinet shall be located within or adjacent to the structure on which a PWSF is placed, or located below natural grade underground if site conditions permit and if technically feasible. An equipment cabinet shall be completely screened from view by compatible wall, fence or landscaping consistent with Town landscaping guidelines except that an equipment cabinet larger than one hundred forty-four (144) cubic feet may not be required to be totally screened from view if the Planning Commission finds, in its discretion, that the cabinet has been designed with a structure or facade, materials, colors or detailing that effect a structure which emulates the residential character of the area;
8. A security barrier shall be screened from view through the use of appropriate landscaping materials consistent with Town landscaping guidelines.

Section 1205. Design Standards⁵⁶⁴

The following design criteria apply to consideration of a conditional use permit for a PWSF, in addition to others which may be identified and utilized by the Planning Commission in its consideration of the conditional use permit:

ZONING ORDINANCE

1. Appearance. The degree to which the PWSF "blends with" or "disturbs" the setting, the subject property and its character and use, or neighboring properties and their character and use;
2. Form. The degree to which the shape of the PWSF and any equipment cabinet relates to its surroundings;
3. Color. A PWSF shall be in natural tones and a non-reflective color or color scheme appropriate to the background against which the PWSF would be viewed from a majority of points within its viewshed. "Natural" tones are those reflected in the natural features and structural background against which the PWSF is viewed from a majority of points within its viewshed. Final colors and color scheme must be approved by the Planning Commission;
4. Size. The silhouette of the PWSF shall be reduced to minimize visual impact.

To the extent allowed by law, the Town shall consider the cumulative visual effects of PWSFs and any mount, specifically their appearance or domination of the skyline, natural and structural features or terrain, in determining whether to approve a conditional use permit.

Section 1206. Radiofrequency (RF) Performance and Interference Standards and Monitoring ⁵⁶⁴

- A. To the extent allowed by law, the following radiofrequency (RF) performance standards apply to consideration of a conditional use permit for a PWSF, in addition to monitoring requirements as required in this Article:
 1. All equipment proposed for a PWSF shall meet the current FCC RF Guidelines and any amendments thereto (hereafter "FCC Guidelines");
 2. Any side-mounted or roof-mounted equipment shall meet FCC Guidelines, including but not limited to the following:
 - a. At the roof-mount or at the side-mount, the equipment shall meet the FCC Guidelines for occupational/controlled conditions;
 - b. At ground level at the point of the structure closest to the antenna, the equipment shall meet FCC Guidelines for general population/uncontrolled conditions.
- B. Within ninety (90) days after FCC issuance of an operational permit for the PWSF, and annually thereafter, the personal wireless service carrier shall submit a written report providing existing and maximum future projected measurements of RF radiation from the PWSF for:
 1. Existing PWSF: Maximum RF radiation from the PWSF RF radiation environment. These measurements shall be for the measurement conditions specified in Subsection A of this Section;
 2. Existing PWSF plus cumulative: Maximum estimate of RF radiation from the existing PWSF plus the maximum estimate of RF radiation from the total addition of co-located

ZONING ORDINANCE

PWSFs. These measurements shall be for the measurement conditions in Subsection A of this Section;

3. Certification, signed by an RF engineer, stating that RF radiation measurements are accurate and meet FCC Guidelines as specified in Subsection A of this Section.

If FCC Guidelines are changed during the period of any conditional use permit for a PWSF use, then the PWSF shall be brought into compliance with such revised guidelines within the time period provided by the FCC or if no time period is stated, then within sixty (60) days of the effective date of such guidelines.

- C. If at any time during the term of the permit the Town has reasonable evidence that the Permittee or personal wireless service carrier is not in compliance with FCC Guidelines, and the Town provides notice of such, the Permittee or personal wireless service carrier so notified shall provide to the Town, within thirty (30) days after such notice, an analysis and determination of its compliance with FCC guidelines showing the data collected and status pursuant to FCC Guidelines. If on review, the Town finds that the PWSF does not meet FCC Guidelines, the Permittee or personal wireless service carrier shall have sixty (60) days from the date of the Town's finding of noncompliance to bring the PWSF into compliance. If compliance is not achieved in the sixty-day period, the conditional use permit may be revoked or modified by the Town.
- D. The Permittee shall ensure that the PWSF does not cause localized interference with the reception of area television or radio broadcasts or to personal wireless services. If on review the Town finds that the PWSF interferes with such reception, and if such interference is not cured by the Permittee within sixty (60) days after notice from the Town, the Town may revoke or modify the conditional use permit.

Section 1207. Noise and Environmental Standards⁵⁶⁴

- A. To the extent allowed by law, the following noise and environmental standards apply to consideration of a conditional use permit for a PWSF in addition to the monitoring requirements of this Article:
 - 1 Roof-mounted or side-mounted equipment for a PWSF shall not generate noise in excess of fifty (50) decibels (dba) at ground level at the base of the facility closest to the antenna;
 - 2 An environmental assessment is required by the National Environmental Policy Act (NEPA) for any PWSF prior to commencing operations where any of the following exist:
 - a. Wilderness area;
 - b. Wildlife preserve;
 - c. Endangered species;
 - d. Historical site;
 - e. Indian religious site;
 - f. Flood plain;
 - g. High intensity white lights in residential neighborhoods;
 - h. Excessive radiofrequency radiation exposure.

ZONING ORDINANCE

- 3 An environmental assessment which, at a minimum, conforms with FCC requirements shall be submitted to the Town for each PWSF where any of the above exists, and when the FCC requires such an environmental assessment to be submitted to the FCC. If the applicant has determined that an environmental assessment is not required pursuant to FCC rules, this Article and applicable state law and Town Code, a written certification to that effect must be submitted to the Town. If an applicant has not included an environmental assessment that the Town finds to be necessary under the National Environmental Policy Act, the Town may prepare, or cause to be prepared, such an environmental assessment at the applicant's expense. The environmental assessment shall be amended or revised by the applicant within thirty (30) days after notice to do so from the Town when modifications are made or occur on the PWSF. Failure to amend or revise shall constitute grounds for revocation of the conditional use permit.
- B. Within ninety (90) days after the approval of the conditional use permit and annually from the date of approval of the permit, the Permittee shall submit existing and maximum future projected measurements of noise from the PWSF for the following:
1. Existing PWSF: Maximum noise radiation from the PWSF. These measurements shall be for the type of mounts specified in Subsection A of this section;
 2. Existing PWSF plus cumulative: Maximum estimate of noise from the existing PWSF plus the maximum estimate of noise from the total addition of co-located PWSFs. These measurements shall be for the type of mounts specified in Subsection A of this section;
 3. Certification, signed by an acoustical engineer, stating that noise measurements are accurate and meet Subsection A of this section.

Section 1208. Co-Location and Limitations ⁵⁶⁴

- A. A Permittee shall cooperate with other personal wireless service carriers in co-locating antennas and mounts provided the proposed co-locators have received a conditional use permit for the use at such site from the Town. A Permittee shall exercise good faith in co-locating other personal wireless service carriers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level impairment of the ability to provide the permitted use (i.e., a significant interference in broadcast or reception capabilities). Applicants shall demonstrate a good faith effort to co-locating with other personal wireless service carriers, including but not limited to:
1. Contact with all other personal wireless service carriers operating in the Town;
 2. Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location;

In the event a dispute arises as to whether a Permittee has exercised good faith in accommodating other users, the Town may require a third party technical study at the expense of either or both the applicant and Permittee.

- B. All applicants shall demonstrate reasonable efforts in developing a co-location alternative for their proposal.

ZONING ORDINANCE

- C. Failure to comply with the co-location requirements of this Section may result in the denial of a permit request or revocation of an existing permit.

Section 1209. Submittal Requirements ⁵⁶⁴

- A. In addition to the information requested in the Town's conditional use permit application, the following items shall be required for a PWSF application:
1. A master site plan in accordance with Planning Commission rules and regulations showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the PWSF antenna, mount and equipment cabinet; security barrier (if any), including type and extent and point of controlled entry on the site; fall zone; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks and driveways;
 2. A landscape plan showing specific placement of existing and proposed vegetation, trees, shrubs, identified by species and size of specimen at installation in accordance with Town landscape guidelines;
 3. Photographs, diagrams, photosimulations and sight line representations as listed below:
 - a. A diagram or map showing the viewshed of the proposed facility;
 - b. Sight line representation;
 - c. Existing (before condition) photographs illustrated by four (4) by six (6) inch color photograph(s) of what can currently be seen from any adjacent residential buildings or properties, private roads and rights of way adjacent to the site;
 - d. Photosimulations of the proposed facility from each adjacent residential properties or buildings, private roads and public rights-of-way adjacent to the site (after condition photographs). Such photosimulations shall include, but not be limited to, each of the existing condition photographs with the proposed PWSF superimposed on it to show what will be seen from residential buildings, properties, private roads and rights of way adjacent to the site;
 - e. Aerial photograph as required by the Planning Commission rules and regulations;
 4. Siting elevations, or views at natural grade, from all directions (north, south, east, west) for a fifty-foot radius around the proposed PWSF plus from all existing rights of way and private roads that serve the subject property. Elevations shall be at one-quarter inch equals one foot scale and show the following:
 - a. Antenna, mount, equipment cabinet;
 - b. Security barrier. If the security barrier will block views of the PWSF, the barrier drawing shall be cut away to show the view behind the barrier;
 - c. Any and all structures on the subject property, existing trees and shrubs at current height and proposed trees and shrubs at proposed height at time of installation;
 - d. Grade changes or cuts and fills to be shown at original grade and new grade line;
 5. Design submittals as follows:

ZONING ORDINANCE

- a. Equipment brochures for the PWSF such as manufacturer's specifications or trade journal reprints;
 - b. Materials of the PWSF and security barrier, if any, specified by generic type and specific treatment, such as anodized aluminum, stained wood, painted fiberglass, etc.;
 - c. Colors represented by samples or a color board showing actual colors proposed;
 - d. Dimensions of all equipment specified for all three dimensions: height, width and breadth;
 - e. Appearance shown by at least two (2) photographic superimpositions of the PWSF within the site. The photographic superimpositions shall include the antenna, mount, equipment cabinet and security barrier, if any, for the total height, width and breadth. The submittal may also include, if required by the Town, a scaled three-dimensional model of the PWSF on the site;
6. Market and service maps as follows:
- a. A map showing the service area of the proposed PWSF and the explanation of the need for that facility.
 - b. A map showing the locations and service areas of other PWSF sites operated by the applicant and those that are proposed by the applicant which are close enough to impact service within the Town or are within a two-mile radius of the limits of the Town;
7. Co-location submittals, including signed statements indicating:
- a. The applicant agrees to allow for the potential co-location of additional PWSF(s) by other personal wireless services and carriers on the applicant's structure or facility or within the same site;
 - b. That the applicant agrees to remove the PWSF as required by this Article;
 - c. That the applicant has made a good faith effort to achieve co-location with other carriers and facilities as required in this Article, and if co-location is not feasible for this application for a substantial technical reason, a written statement of the reasons for the infeasibility;
8. A lease agreement with the owner or landholder shall also be submitted that:
- a. Allows the landholder to enter into leases with other providers;
 - b. Specifies that if the carrier fails to remove the PWSF when required by this Article, the responsibility for removal falls upon the landholder; and
 - c. Allows entry by the Town and its agent for the purpose of inspection and compliance with Town Codes;
 - d. Consents to the terms of Section 1211 of this Article;
9. To the extent allowed by law, radiofrequency (RF) radiation performance submittals shall include in a form or study acceptable to Town staff the applicant's written statement of the existing and maximum future projected measurements of RF radiation from the proposed PWSF:
- a. Existing or ambient: measurement of existing RF radiation;

ZONING ORDINANCE

- b. Existing plus proposed PWSF: maximum estimate of RF radiation from the proposed PWSF plus the existing RF radiation environment. These measurements shall be for the conditions specified in the RF performance standards in this Article;
 - c. Existing plus proposed PWSF plus cumulative: maximum estimate of RF radiation from the proposed PWSF plus the maximum estimate of RF radiation from the total addition of co-located PWSF plus the existing RF radiation environment. These measurements shall be for the conditions specified in the RF performance standards in this Article;
 - d. Certification, signed by an RF engineer, stating that RF radiation measurements are accurate and meet FCC Guidelines as specified in the RF performance standards in this Article;
10. To the extent allowed by law, noise performance submittals shall include a statement of the existing and maximum future projected measurements of noise from the proposed PWSF measured in decibels (logarithmic scale, accounting for greater sensitivity at night) for the following:
- a. Existing or ambient: the measurement of existing noise;
 - b. Existing plus proposed PWSF: maximum estimate of noise from the proposed PWSF plus the existing noise environment;
 - c. Existing plus proposed PWSF plus cumulative: maximum estimate of noise from the proposed PWSF plus the maximum estimate of noise from the total addition of co-located PWSFs plus the existing noise environment;
 - d. Certification signed by an acoustical engineer stating that noise measurements are accurate and meet the noise performance standards section of this Article;
11. To the extent allowed by law, environmental submittals shall include an environmental assessment if required in the environmental standards section of this ordinance. If the applicant determines that the environmental assessment is not required, certification to that effect shall be provided. The applicant shall also list location, type and amount of any materials proposed for use within the PWSF that are considered hazardous by the federal, state or town government.
- B. In addition to the requirements of this Article, processing and consideration of a PWSF conditional use permit shall comply with the conditional use permit requirements specified in Article 11, Sections 1103~~4~~ et seq. of the Zoning Ordinance.

Section 1210. Technological Change and Periodic Review.

- A. The Town recognizes that PWSFs and communication technologies in general are currently subject to rapid change. Innovations in such things as switching hardware and software, transmission/receiving equipment, communications protocols, and development of hybrid cable/wireless systems may result in reducing the impact of individual facilities and to render specific portions of this ordinance obsolete. Therefore, the Town may review this Article periodically and assess its provisions relative to current trends in the communications industry, innovations in communications technology, permit activity during the preceding

ZONING ORDINANCE

years, and effectiveness in producing PWSFs that are compatible with the Town's residential character.

- B. The Town may recommend updates to this Article that may include, but not be limited to the deletion, modification, or addition of allowed locations; allowed heights; site development requirements; administrative review possibilities; or permitting procedures.
- C. When changes are made pursuant to Subsection B, the Town and Permittees agree in good faith to review and modify the stipulations and terms of such permits during their terms in order to reflect current technologies and then current laws and ordinances. If such modifications adversely and materially affect, either operationally or monetarily, Permittee's use of a PWSF, such modifications may not be made without a Permittee's consent. If such modifications adversely affect the Town's regulations or this permit, such modifications may not be made without the Town's consent.

Section 1211. Permit Limitations and General Conditions. ⁵⁶⁴

- A. A conditional use permit shall expire five (5) years after the date of the permit approval. A Permittee wishing to continue the use at the end of the five-year period must apply for a conditional use permit renewal application to continue that use at least six months prior to its expiration. In ruling on the renewal the Planning Commission shall apply all then existing regulations affecting the application.
- B. The conditional use permit shall become null, void and non-renewable if the permitted facility is not constructed and placed into use within one year of the date of permit approval, provided that the conditional use permit may be extended one time for six (6) months if construction has commenced before expiration of the initial year.
- C. The permit shall expire and the Permittee must remove the PWSF if the use is discontinued for a period in excess of ninety (90) days in any three-hundred-sixty-five (365) day period. A Permittee shall notify the Town in writing at least thirty (30) days prior to abandonment or discontinuance of operation of the PWSF. Failure to give such notice shall be considered abandonment of the special use permit or amendment by the Permittee.
- D. If the conditional use permit expires, terminates, is abandoned or revoked for any reason pursuant to this Article or the Town Code, if removal of the PWSF is required in this Article, or if the use is discontinued pursuant to this Article, the PWSF shall be removed as required herein. If the PWSF is not so removed, the Town may cause the facility to be removed and all expenses of removal shall be paid by the owner of the land where the facility is located. If not paid by the owner within thirty (30) days of notice by the Town, the Permittee agrees that the Town's costs shall constitute a lien upon the subject property upon its execution and filing with the county recorder's office. The term "remove" shall include but not be limited to the following:
 - 1 Removal of antenna, mount, equipment, equipment cabinet, security barrier from the site;
 - 2 Transportation of the antenna, mount, equipment, equipment cabinet or security barrier to a location off-site; if the location is within the Town limits, it is subject to approval by the Town.
 - 3 Restoration of the site of the PWSF to its natural condition, except that any landscaping and grading shall remain in finished condition.

ZONING ORDINANCE

- E. A personal wireless service carrier, upon granting of a conditional use permit for a PWSF use, shall indemnify, protect and hold harmless the Town, its officers and agents, from and against any and all liabilities, losses, damages, demands, claims and costs, including court costs and attorney fees (collectively "liabilities") incurred by the Town arising directly or indirectly from 1) the PWSF use as contemplated herein and in the use permit; and 2) the installation and operation of the PWSF permitted thereby, including without limitation, any and all liabilities arising from emission by the PWSF of electromagnetic fields or other energy waves or emissions. The personal wireless service carrier's compliance with this Section is an express condition of the conditional use permit and is binding on any and all of personal wireless service carrier's successors and assigns. The requirements of this section shall survive the termination of any such permit.
- F. The Permittee shall maintain the PWSF to standards that are imposed by the Town at the time of granting of a permit. Such maintenance shall include, but shall not be limited to, maintenance of the paint, structural integrity and landscaping. If the Permittee fails to maintain the facility, the Town may undertake the maintenance at the expense of the Permittee or terminate or revoke the permit, at its sole option. If such maintenance expense is not paid by the owner within thirty (30) days of notice by the Town, the Permittee agrees that the Town's costs shall constitute a lien upon the subject property upon its execution and filing with the county recorder's office.
- G. A conditional use permit granted to a Permittee is specific to the owner and personal wireless service carrier and may not be assigned, provided however that the personal wireless service carrier may assign its interest in the permit to any subsidiary or other affiliate of the personal wireless service carrier. In the event of such assignment, the assignee shall re-execute the conditional use permit within thirty (30) days of the effective date of the assignment or the permit shall automatically expire. Permittee shall notify the Town of any change in ownership or operation of the PWSF at least ninety (90) days prior to such change taking place for approval by the Town, which approval shall not be unreasonably withheld.
- H. In its consideration of applications herein, and in addition to criteria provided in this article, Article 11 (Sections 1103 et seq) of the Zoning Ordinance and within the authority granted by law, the Town may also consider and prescribe limitations on the locations and numbers of special use permits which may be granted pursuant to this article.
- I. Where the Planning Commission finds that strict compliance with the requirements of this Article may result in extraordinary hardship or are needed to ensure the Town's compliance with Federal or state law, the Planning Commission may modify such requirements only upon a showing of noncompliance with applicable law or extraordinary hardship so that substantial justice may be done and the public interest secured. Hardship as used herein shall include, but not be limited to, a finding that special circumstances applicable to the property, including its size, shape, topography, location or surroundings, will deprive such property of privileges enjoyed by other property in the same classification in the same zoning district through the strict application of the zoning ordinance. In granting such modifications, the Planning Commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied and modified.
- J. Any violation of the terms of this Article or the conditional use permit may result in revocation by the Town of the conditional use permit. Acceptance of any portion of the

ZONING ORDINANCE

conditional use permit is acceptance of the entire conditional use permit and the terms of this Article.

- K. Within ninety (90) days after issuance of the FCC operational permit, the personal wireless service carrier shall provide a copy of such permit to the Town and register the PWSF, providing information and data as may be requested by the town. Any change in the permit or registration data shall be filed with the Town within thirty (30) days after the change is made. The personal wireless service carrier shall submit to the Town a copy of its FCC Form 600 prior to the Town's approval of final inspection of a building permit for the PWSF or portion thereof.
- L. The Town and its agents are authorized to enter on the subject property and PWSF site for the purpose of inspection and determining compliance with this Article and the provisions of the special use permit or amendment thereto.

Section 1212. Applicability

The requirements of this ordinance apply to all new PWSFs and modification of any existing PWSFs.

Section 1213. Managerial PWSF Approvals/Amendments

The application process for a Managerial Approval/Amendment is comprised of two phases: Phase I - the application submittal process, in which the applicant and Town staff work together to create a complete application and Phase II - the formal project review by the Town Manager or designee.

- A. The applicant must first complete the pre-application review process in accordance with Section 2-5-2(E) of the Town Code.
- B. Upon completion of the pre-application review, the applicant shall submit to the Town (1) the formal Managerial PWSF application on a form prescribed by the Town, (2) the fee set forth in the Town of Paradise Valley Fee Schedule, as such may be amended from time to time, unless waived as allowed by Resolution No. 2022-23, and (3) all documents and materials deemed necessary by the Town Manager (or designee) for compliance with the applicable "Primary Site" guidelines set forth in Resolution No. 2022-23 and the requirements of this Article. A Managerial PWSF application that does not meet the "Primary Site" guidelines set forth in Resolution No. 2022-23, as it may be amended from time to time, shall be processed according to the Conditional Use Permit requirements pursuant to Section 1103.2 of this Zoning Ordinance.
- C. Upon receipt of a complete submittal including all of the information and fees as set forth in Section 1213(B), the Town Manager (or designee) will review the submittal within a reasonable time and either approve or deny the Managerial PWSF application.
- D. The Town Manager (or designee) shall transmit all determinations approving a Managerial Approval/Amendment to the Council within two business days of making the determination.
- E. The Town Manager's (or designee's) decision shall be final, subject to Council review as set forth in Section 1213(F).

ZONING ORDINANCE

F. If, within seven calendar days after the Town Manager's (or designee's) written determination, at least three members of the Council submit a written request to the Town Manager, the Council shall have the authority to review an approved Managerial Approval/Amendment application. Such review shall be considered at a Council meeting within 14 calendar days after the Town Manager's receipt of the third written request pursuant to this Section. The Council's review shall be limited to a determination, by a majority vote of the members present and not otherwise disqualified, as to whether the Town Manager's (or designee's) decision meets the criteria for a Managerial Approval/Amendment related to a Primary Site. If the Council decides that the criteria have been met, then there shall be no further consideration and the Managerial Approval/Amendment is final. If the Council determines that the criteria have not been met, the Council may deny the Managerial Approval/Amendment, in whole or in part. A majority vote of the members present and not otherwise disqualified shall be necessary to deny or modify the decision of the Town Manager (or designee); otherwise the Town Manager's written determination shall be deemed affirmed.

FOOTNOTES

437 Ordinance #437 - 02/13/97

455 Ordinance #455 - 02/26/98

511 Ordinance #511 – 07/26/2001

564 Ordinance #564 – 11/03/2005

Ordinance 2024-02

ORDINANCE NUMBER 2024-02

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARTICLE XII, PERSONAL WIRELESS SERVICE FACILITIES, RELATING TO THE PROCESS FOR SITE APPROVALS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Town Council (the “Town Council”) of the Town of Paradise Valley (the “Town”) adopted Resolution 2022-23 on December 8, 2022, which resolution repealed Resolutions 932 and 932(A), updated a non-exclusive list of Personal Wireless Service Facility locations, and directed Town staff to take forward an amendment to Article XII (Personal Wireless Service Facilities) of the Town of Paradise Valley Zoning Ordinance (the “Zoning Ordinance”) for Planning Commission recommendation and Town Council action creating a managerial or similar process for Personal Wireless Service Facilities (“PWSF”) for five specific sites to close the gaps in cell coverage; and

WHEREAS, on April 16, 2024, the Town of Paradise Valley Planning Commission (the “Planning Commission”) held a public hearing, as prescribed by law, to consider Ordinance Number 2024-02, and recommended _____; and

WHEREAS, on _____, 2024, the Town Council held a public hearing to hear and take action on Ordinance Number 2024-02 as recommended by the Planning Commission; and

WHEREAS, the Town Council has determined that the Citizen Review Meeting held by the Planning Commission on February 7, 2023, and April 2, 2024, was in accordance with Section 2-5-2(G) of the Paradise Valley Town Code; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, the Town Council has determined that this ordinance, although a “zoning ordinance text amendment of general applicability” as described in A.R.S. § 9-462.01(J), does not, because of its limited applicability to locations for PWSF, have any relationship to, or impact on, housing. Therefore, the Town Council has determined is not possible to prepare or consider a housing impact statement regarding the impact of the zoning ordinance text amendment that includes the information required by A.R.S. § 9-462.01(J)(1) – (3).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AS FOLLOWS:

Section 1. The recitals above are incorporated as if fully set forth herein.

Section 2. The Zoning Ordinance, Article XII (Personal Wireless Service Facilities), Section 1203 (General Requirements), is hereby deleted in its entirety and replaced with the following:

Section 1203. General Requirements.

- A. All PWSF shall be located, developed, constructed, modified or operated in accordance with the requirements and standards in this Zoning Ordinance and the Town Code, including granting of, or modifications to, Special Use Permits as may be required to accommodate a PWSF.
- B. Certain locations have been identified by the Council in Resolution 2022-23 for potential PWSF sites, some of which have been designated as “Primary Sites.” Those sites designated in Resolution 2022-23 as “Primary Sites” shall only be subject to the Managerial Approval/Amendment process set forth in Section 1213 of this Zoning Ordinance; potential locations not designated as “Primary Sites” require a Conditional Use Permit pursuant to Section 1103.2 of this Zoning Ordinance.
- C. A PWSF may be mounted on a structure that is not a dwelling unit on the side or roof in accordance with the requirements of this Article. A PWSF is prohibited on any dwelling unit or site containing dwelling units unless otherwise authorized as a Primary Site pursuant to Subsection B of this section.

Section 3. The Zoning Ordinance, Article XII (Personal Wireless Service Facilities), is hereby amended to add a new Section 1213 (Managerial PWSF Approvals/Amendments), as follows:

Section 1213. Managerial Approval/Amendment.

The application process for a Managerial Approval/Amendment is comprised of two phases: Phase I - the application submittal process, in which the applicant and Town staff work together to create a complete application and Phase II - the formal project review by the Town Manager or designee.

- A. The applicant must first complete the pre-application review process in accordance with Section 2-5-2(E) of the Town Code.
- B. Upon completion of the pre-application review, the applicant shall submit to the Town (1) the formal Managerial PWSF application on a form prescribed by the Town, (2) the fee set forth in the Town of Paradise Valley Fee Schedule, as such may be amended from time to time, unless waived as allowed by Resolution No. 2022-23, and (3) all documents and materials deemed necessary by the Town Manager (or designee) for compliance with the applicable “Primary Site” guidelines set forth in Resolution No. 2022-23 and the requirements of this Article. A Managerial PWSF

application that does not meet the “Primary Site” guidelines set forth in Resolution No. 2022-23, as it may be amended from time to time, shall be processed according to the Conditional Use Permit requirements pursuant to Section 1103.2 of this Zoning Ordinance.

- C. Upon receipt of a complete submittal including all of the information and fees as set forth in Section 1213(B), the Town Manager (or designee) will review the submittal within a reasonable time and either approve or deny the Managerial PWSF application.
- D. The Town Manager (or designee) shall transmit all determinations approving a Managerial Approval/Amendment to the Council within two business days of making the determination.
- E. The Town Manager’s (or designee’s) decision shall be final, subject to Council review as set forth in Section 1213(F).
- F. If, within seven calendar days after the Town Manager’s (or designee’s) written determination, at least three members of the Council submit a written request to the Town Manager, the Council shall have the authority to review an approved Managerial Approval/Amendment application. Such review shall be considered at a Council meeting within 14 calendar days after the Town Manager’s receipt of the third written request pursuant to this Section. The Council’s review shall be limited to a determination, by a majority vote of the members present and not otherwise disqualified, as to whether the Town Manager’s (or designee’s) decision meets the criteria for a Managerial Approval/Amendment related to a Primary Site. If the Council decides that the criteria have been met, then there shall be no further consideration and the Managerial Approval/Amendment is final. If the Council determines that the criteria have not been met, the Council may deny the Managerial Approval/Amendment, in whole or in part. A majority vote of the members present and not otherwise disqualified shall be necessary to deny or modify the decision of the Town Manager (or designee); otherwise the Town Manager’s written determination shall be deemed affirmed.

Section 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

[Signatures on following page]

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2024.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

TOWN OF PARADISE VALLEY

Personal Wireless Service Facilities Text Amendment (PWSF)

Study Session



Town Council
April 25, 2024



TODAY'S GOAL & AGENDA

2

- **Discuss amendments to Article XII, Personal Wireless Service Facilities (PWSF) relating to the process for site approvals**

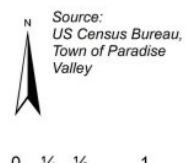
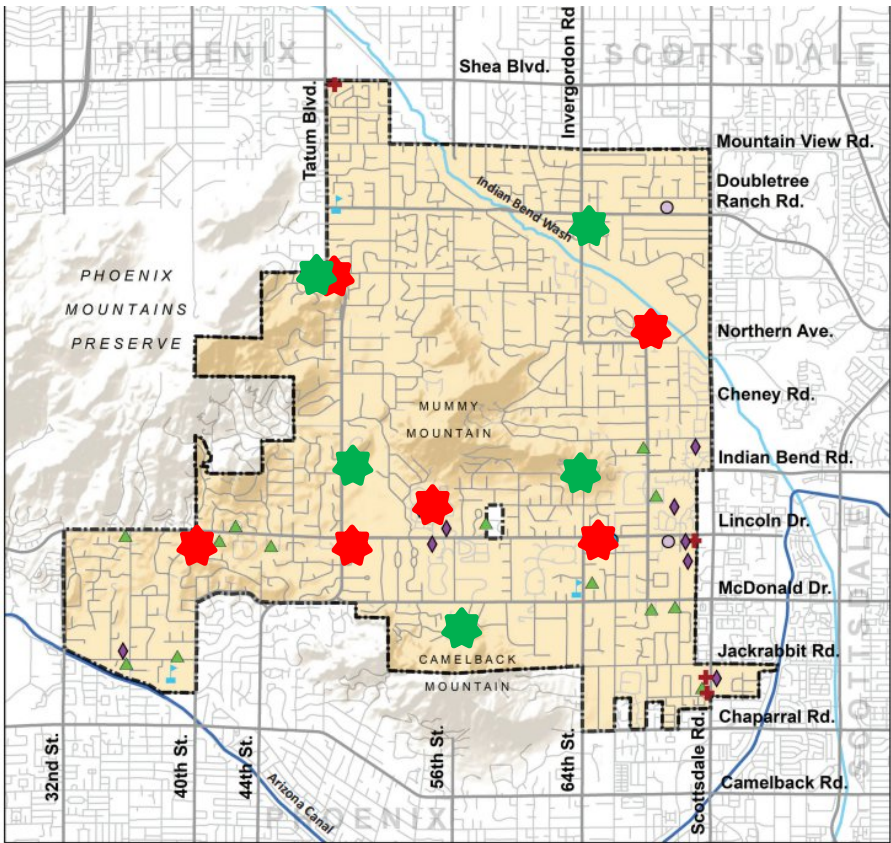
Agenda

1. Background
2. Planning Commission Recommendation
3. Review Article XII Amendment
4. Next Steps



4/25/2024

EXISTING PWSF LOCATIONS



Existing PWSF Locations

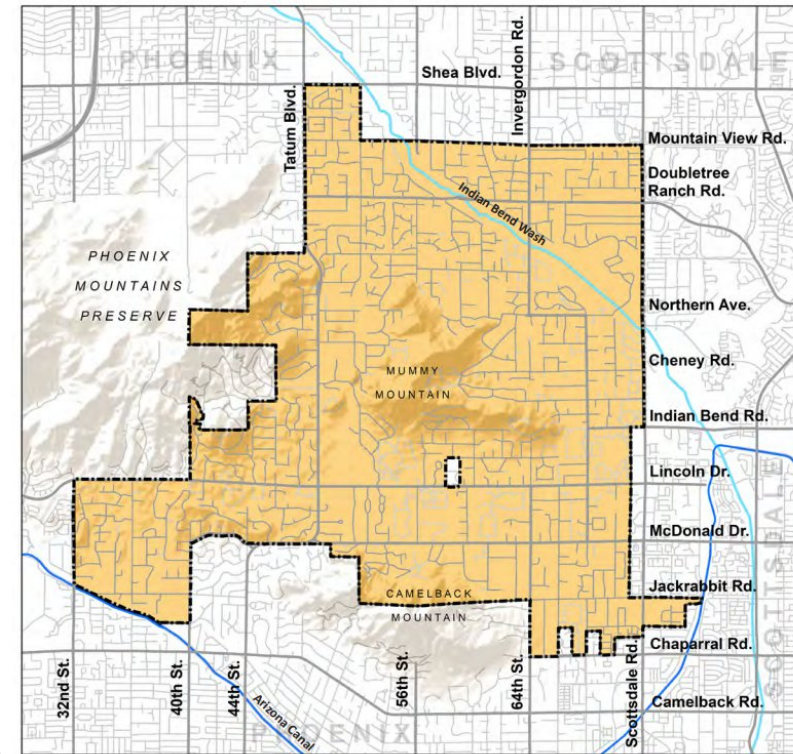
- Fire Station at Tatum*
- Camelback Golf Club*
- Town Hall*
- Camelback Inn*
- Montelucia*
- Christ Church of the Ascension*

Primary Sites

- Sanctuary on Camelback Mountain*
- Paradise Valley Country Club*
- Fire Station #91*
- Cosanti Foundation*
- Town-owned 7012 N Invergordon Road*

NETWORK CHALLENGES

- Macro/small cell network is generally line-of-sight technology
- Hillside within Town limits the coverage range
- Limits on placing PWSF on a site with a dwelling (except SUP)
 - Town is predominantly residential (~37 non-residential properties)
 - Large lot, low-density community
- Low population which impacts wireless carrier return on investment
- Town has a higher level of process review than most communities



Legend

- Planning Area
- Municipal Limits

Source:
US Census Bureau,
Town of Paradise
Valley



RESOLUTION 2022-23 5

RESOLUTION NUMBER 2022-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, RELATING TO PERSONAL WIRELESS SERVICE FACILITIES, AND REPEALING RESOLUTIONS 932 AND 932(A).

WHEREAS, the Mayor and Town Council (the "Town Council") of the Town of Paradise Valley (the "Town") adopted Resolution 932 on February 26, 1998, providing a non-exclusive list of potential Personal Wireless Service Facilities sites (the "Site List") to be considered in accordance with the Town's Personal Wireless Service Facilities provisions set forth in Article XII of the Town's Zoning Ordinance ("Article XII"); and

WHEREAS, the Town Council adopted Resolution 932(A) on September 20, 2001, to modify the Site List to remove one site; and

WHEREAS, in 2018 the Town Council established a Cellular Service Task Force to study ways to improve voice service, to preserve and maintain the Town's aesthetics expectations, to provide the greatest coverage and capacity with the least visible infrastructure, and to provide infrastructure for future services; and

WHEREAS, in 2018 the Town engaged Engineering Wireless Services ("EWS") to complete a radio frequency strength and quality study of the main carriers within the Town limits (the "Study"); the 2018 study was updated in 2021; and

WHEREAS, in 2022, the Town, EWS, and T-Mobile representatives canvassed several sites within the Town limits that the Study showed to best fit Town and carrier needs to improve coverage and capacity with the least visible infrastructure. Based upon this canvas, the group identified five primary sites: (i) the Sanctuary on Camelback Mountain located at 5600 E. McDonald Drive, (ii) the Paradise Valley Country Club located at 7101 N. Tatum Boulevard, (iii) the Town's Fire Station #91 located at 8444 N. Tatum Boulevard, (iv) the Cosanti Foundation property located at 5433 E. Doubletree Ranch Road, and (v) a Town-owned parcel on Mummy Mountain located at 7012 N. Invergordon Road (collectively, the "Primary Sites"); and

WHEREAS, the Town Council at its study session on September 8, 2022, discussed next steps in moving the goals of the Cellular Service Task Force forward; and

WHEREAS, the Town Council at its study session on October 27, 2022, discussed implementing a time-sensitive process and option to waive application fees for the Primary Sites; and

WHEREAS, the Town Council desires to (i) repeal Resolutions 932 and 932(A) and replace the Site List therein with the non-exclusive list set forth in this resolution, including two new locations, and (ii) provide guidance with respect to Conditional Use Permits considered for the Primary Sites identified in the Study.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

4624452.6

1

- Adopted December 2022
- Identifies potential PWSF locations
- Added Cosanti and Invergordon site
- Directs Commission to consider Task Force goals
- Directs Commission to move forward with a text amendment for a managerial or similar PWSF process
- Provides guidelines for the 5 Primary Sites on number, location, height, setback, and design
- Allows waiving application fees
- Acknowledged timing as an incentive

4/25/2024



PWSF PROCESS

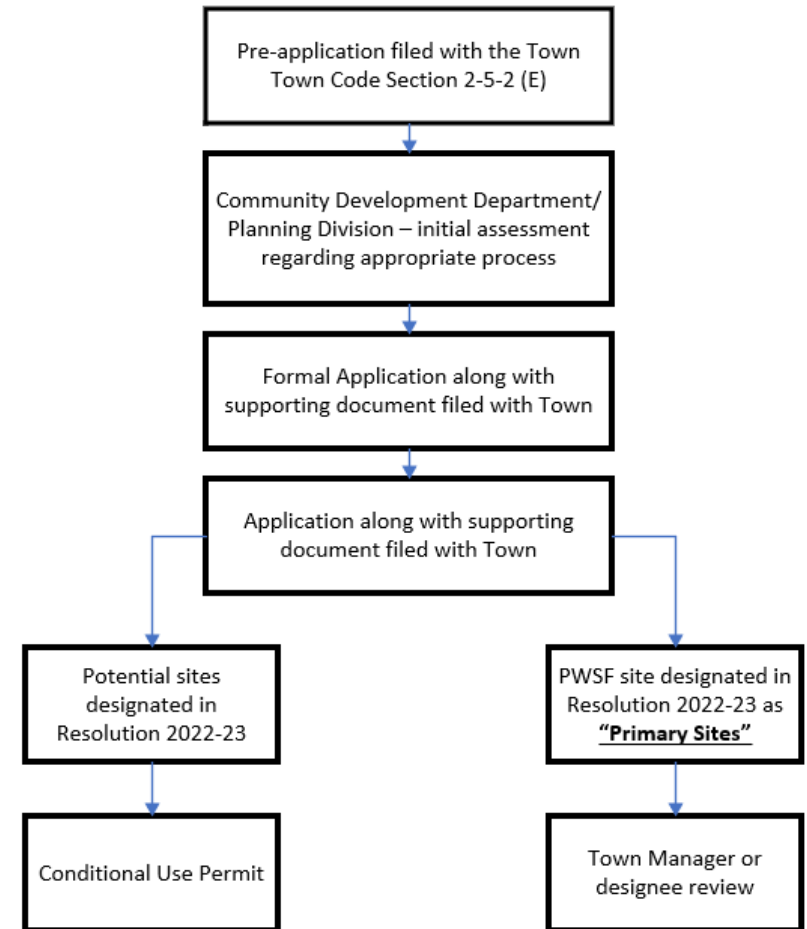
Personal Wireless Service Facilities Application and Review Process

Current Administrative Process:

- Pre-application, before formal application
- Staff review against guidelines/code
- Planning Commission Study Session(s)
- Conditional Use Permit (CUP) via Planning Commission Hearing
- 4 to 5 months to complete (typical)

Proposed Administrative Process:

- Pre-application, before formal application
- Staff review against guidelines/code
- Town Manager action
- Council notice/ability for an appeal meeting
- 1 to 2 months to complete (typical)



COMMISSION RECOMMENDATION

The Planning Commission recommended approval of Ordinance 2024-02

Motion was unanimous with Commissioners Rose and Covington absent

Planning Commission Discussion

April 16, 2024

Public Hearing

April 2, 2024

Work Session

Citizen Review Session

February 7, 2023

Work Session

Citizen Review Session



COMMISSION DISCUSSION (SUMMARY)

8

- Applicant will provide documentation as part of the application submittal demonstrating that the submitted design will meet federal requirements and standards on safety and radiofrequency
- 5 Primary Sites cover most of gaps, but depends on cell providers and Primary Site owners to invest in these improvements and accommodate a PWSF on the property
- Town's effort is primarily assistance with streamlining process and waiving application fees where appropriate
- Noticing occurred on the front end (i.e., various meetings on cell gap coverage beyond this text amendment)
- Managerial process has a Town Council review component
- The reason behind the amendment is to improve cell coverage



4/25/2024

ORDINANCE 2024-02

- Modify Section 1203, General Requirements, to identify the 5 Primary Sites go through the Managerial process

Section 1203. General Requirements ⁵⁶⁴

- ~~A. All PWSF shall be located, developed, constructed, modified or operated in accordance with the requirements and standards in this Zoning Ordinance and the Town Code, including granting of, or modifications to, Special Use Permits as may be required to accommodate a PWSF.~~
- ~~A.B. The determination of where a PWSF shall be located is subject to the following—Certain locations have been identified by the Council in Resolution 2022-23 for Town as potential PWSF sites, some of which have been designated as “Primary Sites.” and are subject to all of the provisions of this Article and the Town Code. Said locations are set forth in Town of Paradise Valley Resolution No. 932 as it may be amended from time to time. Any subject property that meets the requirements of this Article may be eligible for consideration for a PWSF, or modification thereof, pursuant to a conditional use permit, in accordance with the standards in this article. Those sites designated in Resolution 2022-23 as “Primary Sites” shall only be subject to the Managerial Approval/Amendment process set forth in Section 1213 of this Zoning Ordinance; potential locations not designated as “Primary Sites” require a Conditional Use Permit pursuant to Section 1103.2 of this Zoning Ordinance.~~
- ~~B. A PWSF or modification thereof is permitted only with a conditional use permit, granted pursuant to Article 11, Sections 1103 et seq of the Zoning Ordinance and this Article. No PWSF may be developed, located, constructed or operated without a conditional use permit. A conditional use permit is required for any modification to a PWSF.~~
- C. A PWSF may be mounted on a structure ~~which~~that is not a dwelling unit on the side or roof in accordance with the requirements of this Article. A PWSF is prohibited on any dwelling unit or site containing dwelling units ~~(+)~~ unless otherwise authorized as a Primary Site pursuant to Subsection A of this section.



ORDINANCE 2024-02

- Add Section 1213, that defines to process
- Modeled after Managerial SUP process (Section 1102.8A, Zoning Ordinance)
- No other changes to Article XII, PWSF

Process

- ❖ Pre-application review (15 – 20 days)
- ❖ Formal application submittal (10 - 15 days)
 - *Staff reviews against guidelines/code*
 - *If not met, follows CUP process*
- ❖ Town Manager action
- ❖ Town Manager forward to Council (2 days)
- ❖ Council review (7 days)
 - *If 3 members disagree = appeal*
- ❖ Appeal meeting process (if applicable)
 - *14 calendar days*
 - *Held at Council meeting*



ORDINANCE 2024-02

Section 1213. Managerial PWSF Approvals/Amendments

The application process for a Managerial Approval/Amendment is comprised of two phases: Phase I - the application submittal process, in which the applicant and Town staff work together to create a complete application and Phase II - the formal project review by the Town Manager or designee.

- A. The applicant must first complete the pre-application review process in accordance with Section 2-5-2(E) of the Town Code.
- B. Upon completion of the pre-application review, the applicant shall submit to the Town (1) the formal Managerial PWSF application on a form prescribed by the Town, (2) the fee set forth in the Town of Paradise Valley Fee Schedule, as such may be amended from time to time, unless waived as allowed by Resolution No. 2022-23, and (3) all documents and materials deemed necessary by the Town Manager (or designee) for compliance with the applicable "Primary Site" guidelines set forth in Resolution No. 2022-23 and the requirements of this Article. A Managerial PWSF application that does not meet the "Primary Site" guidelines set forth in Resolution No. 2022-23, as it may be amended from time to time, shall be processed according to the Conditional Use Permit requirements pursuant to Section 1103.2 of this Zoning Ordinance.
- C. Upon receipt of a complete submittal including all of the information and fees as set forth in Section 1213(B), the Town Manager (or designee) will review the submittal within a reasonable time and either approve or deny the Managerial PWSF application.
- D. The Town Manager (or designee) shall transmit all determinations approving a Managerial Approval/Amendment to the Council within two business days of making the determination.
- E. The Town Manager's (or designee's) decision shall be final, subject to Council review as set forth in Section 1213(F).

- F. If, within seven calendar days after the Town Manager's (or designee's) written determination, at least three members of the Council submit a written request to the Town Manager, the Council shall have the authority to review an approved Managerial Approval/Amendment application. Such review shall be considered at a Council meeting within 14 calendar days after the Town Manager's receipt of the third written request pursuant to this Section. The Council's review shall be limited to a determination, by a majority vote of the members present and not otherwise disqualified, as to whether the Town Manager's (or designee's) decision meets the criteria for a Managerial Approval/Amendment related to a Primary Site. If the Council decides that the criteria have been met, then there shall be no further consideration and the Managerial Approval/Amendment is final. If the Council determines that the criteria have not been met, the Council may deny the Managerial Approval/Amendment, in whole or in part. A majority vote of the members present and not otherwise disqualified shall be necessary to deny or modify the decision of the Town Manager (or designee); otherwise the Town Manager's written determination shall be deemed affirmed.



RESIDENT COMMENTS

12

- **2023 Citizen Review Session**

- Resident near Cosanti expressing health concerns
- Resident if new process applies to all Town-owned property (no, only 5 sites listed)

- **2024 Citizen Review Session**

- None



4/25/2024

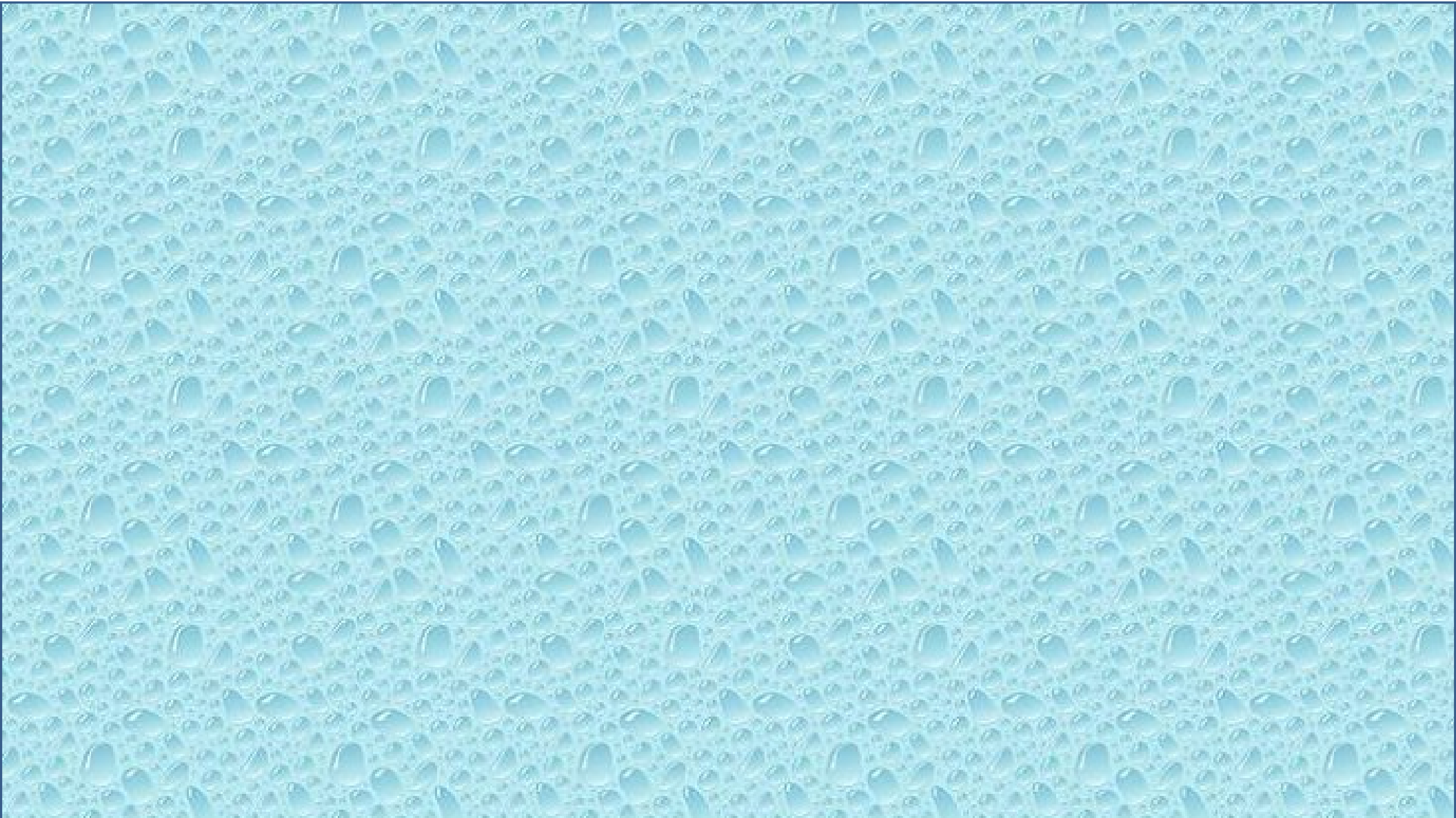
NEXT STEPS/QUESTIONS

13

- **May 23rd** Town Council Public Hearing



4/25/2024



SLIDES FOR REFERENCE BELOW

Additional information



BASIC NETWORK COMPONENTS



MACRO SITE (PWSF)

- Height 50 feet to 200 feet (most places)
24 feet to 36 feet (Paradise Valley)
- Range Few miles (less when lower in height)
- Location Private Property
- Design Monopole – camouflaged or not
Part of building design (Paradise Valley)
- Code Article XII, Town Zoning Ordinance
Article XI, Town Zoning Ordinance
Resolution 2022-23



SMALL WIRELESS FACILITY (SWF)

- Height Up to 24 feet (most places)
24 feet (Paradise Valley, faux cactus)
35 feet (Paradise Valley, light pole)
- Range About 100 yards
- Location Right-of-way
- Design Traffic/light pole
Mostly faux cactus (Paradise Valley)
- Code Section 2-5-2.I, Town Code
A.R.S 9-591 – 9.599



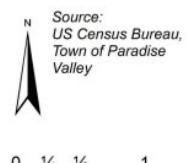
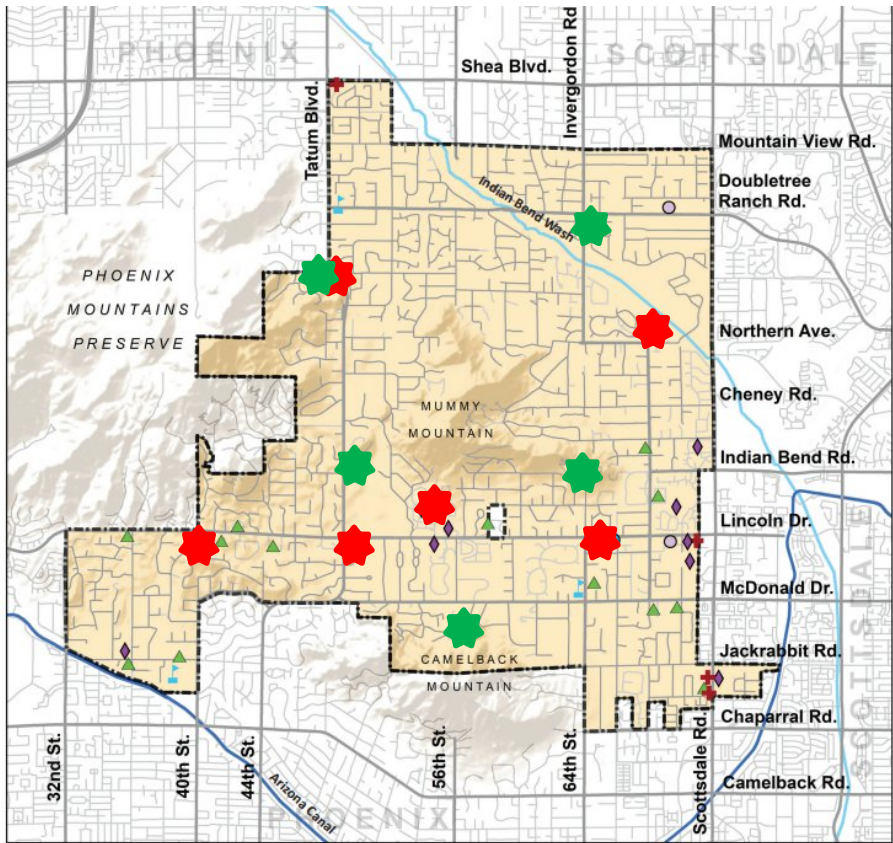
EXISTING PWSF LOCATIONS

Existing PWSF Locations

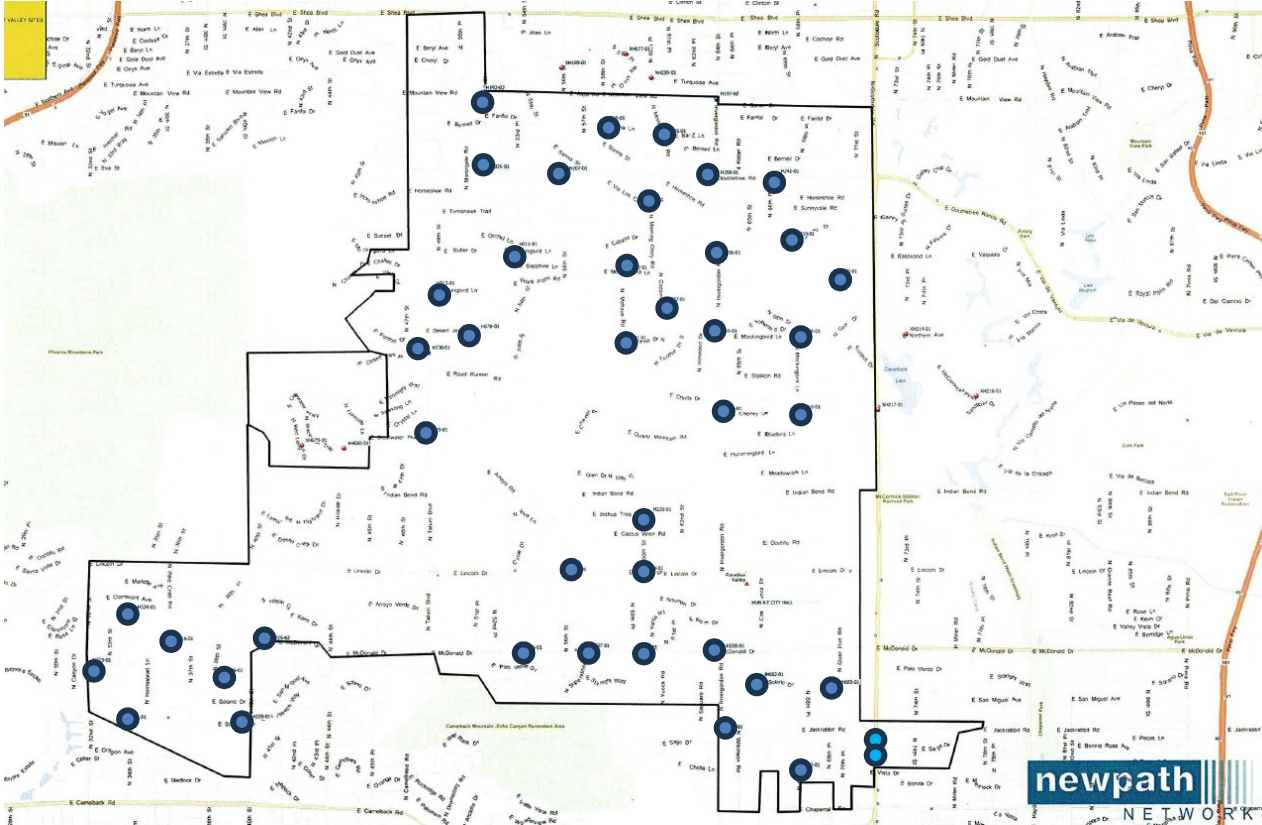
- Fire Station at Tatum*
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Primary Sites

- Sanctuary on Camelback Mountain*
- Paradise Valley Country Club*
- Fire Station #91*
- Cosanti Foundation*
- Town-owned 7012 N Invergordon Road*



SWF LOCATIONS



SITE NUMBER	INTERSECTION	CORNER	STRUCTURE TYPE
H192	E Mountainview Rd & N 52nd St	SWC	Cactus
H197	E Mountainview Rd & N Invergordon	SWC	Cactus
H207	E Double Tree Ranch Rd & N 56th St	SEC	Cactus
H208	W of N Invergordon & Southside of E Double Tree Ranch Rd	S Side	Cactus
H209	E Via Los Caballos & Via Del Cielo	SWC	Cactus
H210	North of E Caballo Dr, Westside of N 68th St	W Side	Cactus
H211	North Side of E Mockingbird Ln at N 54th St	N Side	Cactus
H212	N Mohave/59th St. & E Mockingbird Ln	SEC	Cactus
H213	N Tatum Blvd & E Mockingbird Ln	NEC	Traffic Pole
H215	North of E Northern Ave, Westside of N Invergordon Rd	W Side	Cactus
H218	East Side of N Mockingbird LN & N of E Cheney Dr	E Side	Cactus
H219	E Clearwater Pkwy & N Tatum Blvd	NWC	Street Light
H220	South side of E Joshua Tree Ln, East of N 60th St	S Side	Cactus
H221	E Lincoln Dr & 56th St	SWC	Traffic Pole
H225	SEC of Median on E McDonald Dr & 41st PI	SEC	Cactus
H226	South of E McDonald Dr & Eastside of N 54th St	SEC	Cactus
H227	Southside of E McDonald Dr at N 59th PI	S Side	Cactus
H228	E McDonald Dr & N Invergordon Rd	SEC	Street Light
H229	Westside of N 40th St and North of E Stanford Dr	W Side	Cactus
H231	Southside of E Stanford, E of N 32nd Street	S Side	Cactus
H232	N Invergordon & E Jackrabbit Rd	SEC	Street Light
H236	S of E Calle Bruvira & Eastside of N Invergordon	E Side	Cactus
H237	E Cheney Dr & N Invergordon Rd	NWC	Cactus
H238	N Mockingbird LN & E Northern Av	E Side	Cactus
H240	N 58th St & E Donna Ln	NEC	Cactus
H241	E Doubletree Ranch Rd & N 67th St	N Side	Cactus
H242	West Side of N 68th St at E Vista Dr	W Side	Cactus
H318	North of E. Bethany Home Rd & West of N Palo Christi Rd	W Side	Cactus
H323	East Side of N 32nd St, North of El Camino Sin Nombre	E Side	Cactus
H324	South Side of E Valley Vista & W of N 34th PI	S Side	Cactus
H325	West Side of N Morning Glory Rd at E Bar Z Ln	W Side	Cactus
H326	E Double Tree Ranch Rd & N 52nd St	SEC	Cactus
H327	E McDonald Dr & Nauni Valley Dr	S Side	Cactus
H328	N 60th St and E Lincoln Dr	S Side	Cactus
H329	E San Miguel Ave, East of N 38th PI	E Side	Cactus
H330	West Side of N Tatum Blvd, North of E Road Runner	W Side	Cactus
H331	Y intersection of N Mohave Rd & E Foothill Rd	W Side	Cactus
H332	East Side of N Coconino Rd, South of E Mockingbird Ln	E Side	Cactus
H678	South of E Desert Jewel & Eastside of N Arroyo Dr	E Side	Cactus
H682	South of E Solano Dr & Westside of N Casa Blanca Dr	W Side	Cactus
H683	E Montebello & N 70th St (Quail Run)	W Side	Cactus
H685	N Golf Dr between E Oak Mont Dr & Merion Wy	S Side	Cactus



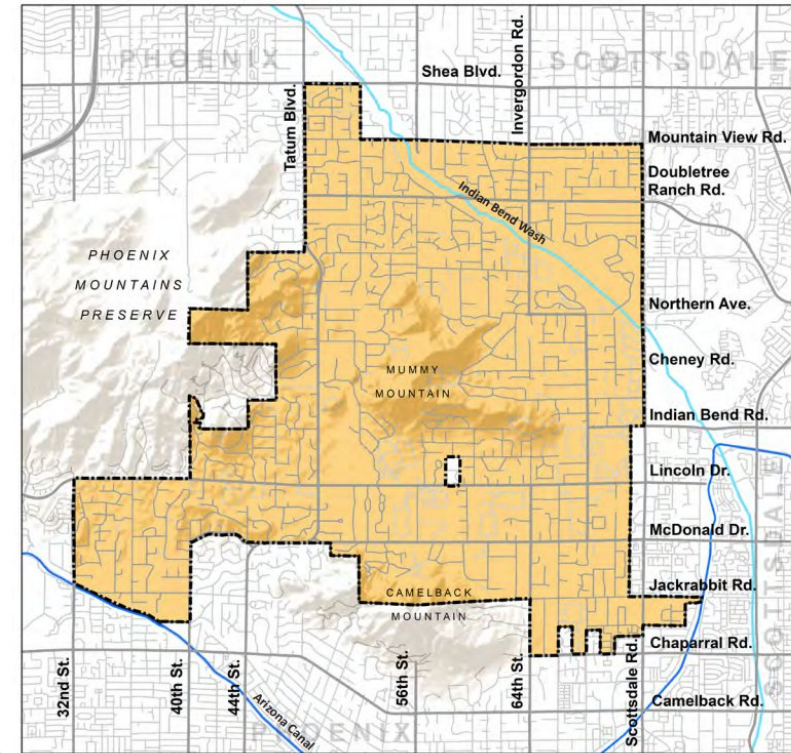
- 42 nodes approved via SUP 7/8/2010
- New Path (Crown Castle)
- AT&T and Verizon using
- 2 small cell approved 2022 along Scottsdale Road

4/25/2024

NETWORK CHALLENGES

19

- Macro/small cell network is generally line-of-sight technology
- Hillside within Town limits the coverage range
- Limits on placing PWSF on a site with a dwelling (except SUP)
 - Town is predominantly residential (~37 non-residential properties)
 - Large lot, low-density community
- Low population which impacts wireless carrier return on investment
- Town has a higher level of process review than most communities



Legend

- Planning Area
- Municipal Limits

Source:
US Census Bureau,
Town of Paradise
Valley

4/25/2024



PWSF CODE/RESOLUTIONS

- Article XII, Personal Wireless Service Facilities, of Zoning Ordinance was adopted in 1997 and last revised in 2005 establishes Conditional Use Permit process and site development standards
- Resolutions 932 adopted in 1998 and amended by 932(A) in 2001 and in 2022 by 2022-23 establishes appropriate locations

ZONING ORDINANCE

Article XII. PERSONAL WIRELESS SERVICE FACILITIES 437.455 511.564

Section 1201. Purpose

A. The purpose of this ordinance is to establish appropriate locations, site development standards, and permit requirements to allow for personal wireless services to the residents of the Town, in a manner which will facilitate the location of various types of personal wireless service facilities in locations consistent with the residential character of the Town. The nature of residences, their scale (height and mass), their proximity to each other and the street, and the extensive natural, informal landscaping all contribute to this distinctive character. Precluding the adverse visual impact of these facilities within this virtually developed residential area is one of the primary objectives of this ordinance. Limitations on the height of antennas are intended to conform the antennas to the existing limitations of height of residential buildings. The ordinance is intended to allow personal wireless service facilities which are sufficient to provide adequate service to citizens, the traveling public and others within the Town and to accommodate the need for connection of such services to wireless facilities in adjacent and surrounding communities.

B. It is also the intent that this ordinance and its purposes are implemented as allowed by applicable law, particularly in light of evolving federal and state regulations, laws and interpretations, evolving technology and land uses for personal wireless services.

Section 1202. Definitions

For the purpose of this Article, the following terms shall have the meanings prescribed herein unless the context clearly requires otherwise:

- 1 "Antenna" means the surface from which wireless radio signals are sent from and received by a personal wireless service facility;
- 2 "Applicant" means a person or other entity who submits an application with the Town for a special use permit or major amendment to a special use permit for a personal wireless service facility. A personal wireless service carrier and the owner of the subject property shall be an applicant(s) or co-applicant(s) on such application;
- 3 "Co-location" means the use of a single mount and/or site by more than one personal wireless service;
- 4 "Commercial mobile radio service" means any of several technologies using radio signals at various frequencies to send and receive voice, data or video to and from mobile transceivers;
- 5 "Design" means the appearance of a personal wireless service facility, including but not limited to its material, color or shape;
- 6 "Equipment cabinet" means an enclosed mobile home, shed or box at the base of or near a mount within which are housed, among other things, batteries and electrical equipment (hereinafter referred to as "equipment"). This equipment is connected to the antenna by cable. Equipment cabinets are also called "base transceiver stations";
- 7 "Licensed carrier" means a company authorized by the FCC to build and operate a commercial mobile radio services system;

ZO-XII -1



CELLULAR TASK FORCE

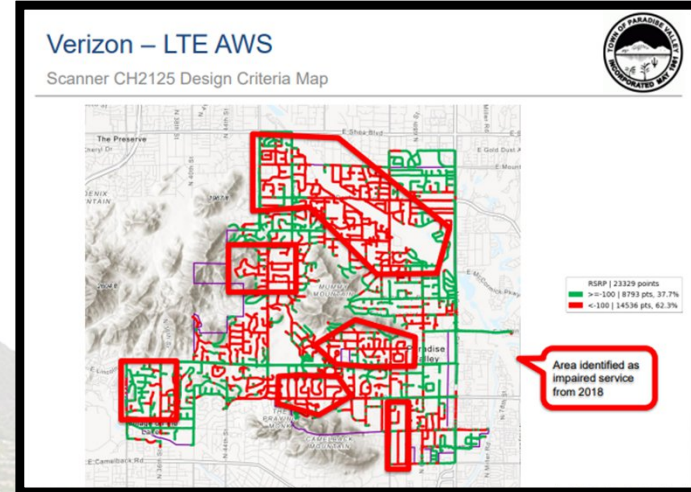
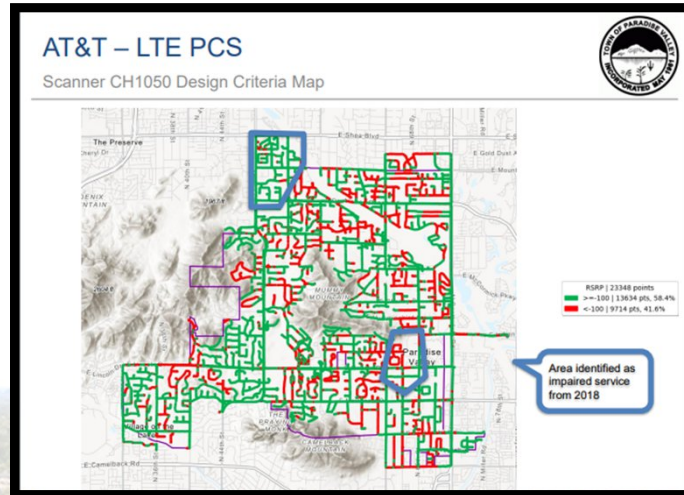
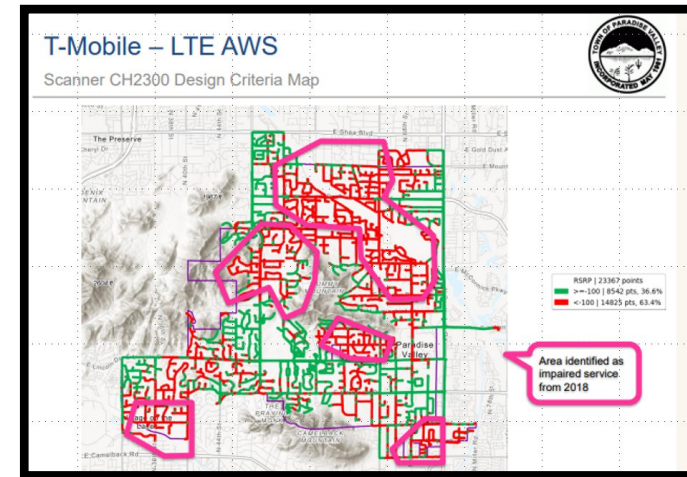
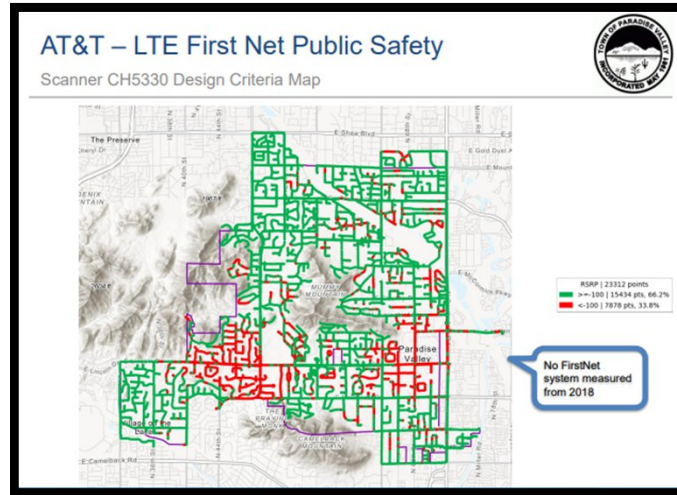
- Improvement of Cell Service Coverage Identified as a “Quality of Life” initiative by Town Council in 2016
- In 2018, Council established a Cellular Task Force with 4 goals
 1. Improve voice service
 2. Preserve and maintain the Town’s aesthetics
 3. Provide the greatest coverage and capacity with the least visible infrastructure
 4. Provide infrastructure for future services

Sample Accomplishments	
Goal 1:	Information to residents on boosters, brochures, & variety of other outreach
Goal 2:	DAS faux cactus design standard, related code updates on small cell
Goal 3:	2018/2021 EWS carrier gap coverage studies
Goal 4:	Several incremental updates by providers and Town (e.g., AT&T SafetyNet, replaced/ new fiber with Town road projects)



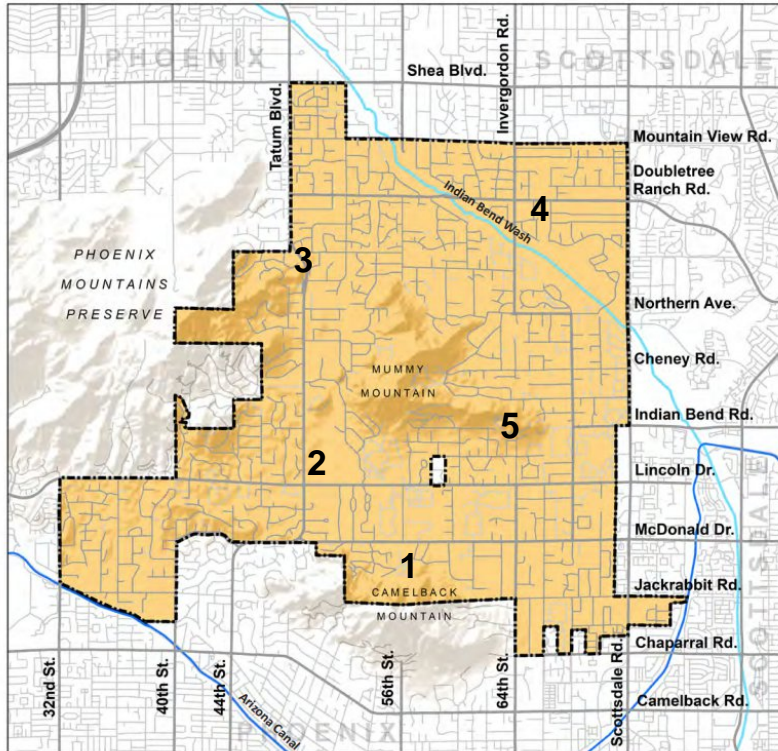
COVERAGE GAPS

- Primary Sites result of coverage gap study
- Covered First-Net, AT&T, T-Mobile, & Verizon
- Prepared in 2018 and updated in 2021 by EWS



PRIMARY SITES CANVAS SELECTION

- Canvas done by EWS, T-Mobile, and Town staff representatives in 2022



Selected Sites	
Site 1:	Sanctuary on Camelback Mountain 5600 E McDonald Drive
Site 2:	Paradise Valley Country Club 7101 N Tatum Boulevard
Site 3:	Fire Station #91 8444 N Tatum Boulevard
Site 4:	Cosanti Foundation 5433 E Doubletree Ranch Road
Site 5:	Town-owned parcel 7012 N Invergordon Road



RESOLUTION NUMBER 2022-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, RELATING TO PERSONAL WIRELESS SERVICE FACILITIES, AND REPEALING RESOLUTIONS 932 AND 932(A).

WHEREAS, the Mayor and Town Council (the "Town Council") of the Town of Paradise Valley (the "Town") adopted Resolution 932 on February 26, 1998, providing a non-exclusive list of potential Personal Wireless Service Facilities sites (the "Site List") to be considered in accordance with the Town's Personal Wireless Service Facilities provisions set forth in Article XII of the Town's Zoning Ordinance ("Article XII"); and

WHEREAS, the Town Council adopted Resolution 932(A) on September 20, 2001, to modify the Site List to remove one site; and

WHEREAS, in 2018 the Town Council established a Cellular Service Task Force to study ways to improve voice service, to preserve and maintain the Town's aesthetics expectations, to provide the greatest coverage and capacity with the least visible infrastructure, and to provide infrastructure for future services; and

WHEREAS, in 2018 the Town engaged Engineering Wireless Services ("EWS") to complete a radio frequency strength and quality study of the main carriers within the Town limits (the "Study"); the 2018 study was updated in 2021; and

WHEREAS, in 2022, the Town, EWS, and T-Mobile representatives canvassed several sites within the Town limits that the Study showed to best fit Town and carrier needs to improve coverage and capacity with the least visible infrastructure. Based upon this canvas, the group identified five primary sites: (i) the Sanctuary on Camelback Mountain located at 5600 E. McDonald Drive, (ii) the Paradise Valley Country Club located at 7101 N. Tatum Boulevard, (iii) the Town's Fire Station #91 located at 8444 N. Tatum Boulevard, (iv) the Cosanti Foundation property located at 5433 E. Doubletree Ranch Road, and (v) a Town-owned parcel on Mummy Mountain located at 7012 N. Invergordon Road (collectively, the "Primary Sites"); and

WHEREAS, the Town Council at its study session on September 8, 2022, discussed next steps in moving the goals of the Cellular Service Task Force forward; and

WHEREAS, the Town Council at its study session on October 27, 2022, discussed implementing a time-sensitive process and option to waive application fees for the Primary Sites; and

WHEREAS, the Town Council desires to (i) repeal Resolutions 932 and 932(A) and replace the Site List therein with the non-exclusive list set forth in this resolution, including two new locations, and (ii) provide guidance with respect to Conditional Use Permits considered for the Primary Sites identified in the Study.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

4424452.6

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RESOLUTION 2022-23 ²⁴

- Identifies potential PWSF locations
- Added Cosanti and Invergordon site
- Directs Commission to consider Task Force goals
- Directs Commission to move forward with a text amendment for a managerial or similar PWSF process
- Provides guidelines for the 5 Primary Sites on number, location, height, setback, and design
- Allows waiving application fees
- Acknowledged timing as an incentive

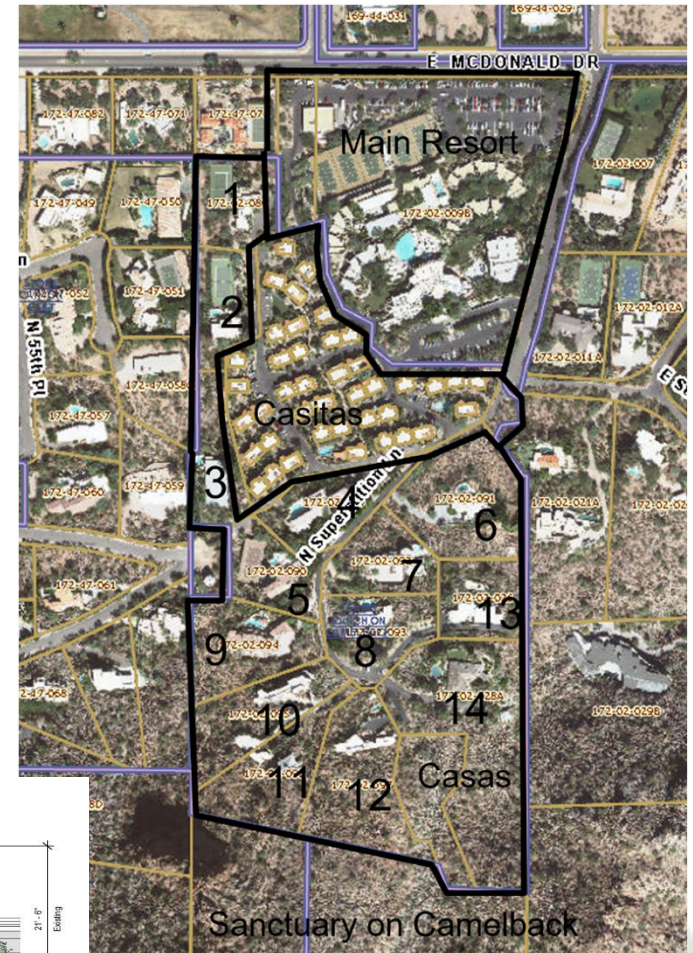


4/25/2024

SANCTUARY CAMELBACK MTN RESORT

Guidelines

- Preference is faux chimney with up to 4 on existing structures and alternatively, or in addition, PWSF incorporated into the design
- Preferred locations are on principal buildings of the casitas or the main resort principal buildings
- Consideration height up to 4'6" above roof (not exceed 36') and be in scale with building
- Setbacks expected to meet 200' from west and north, consideration for reduced setback from public streets not to exceed guideline of 100'

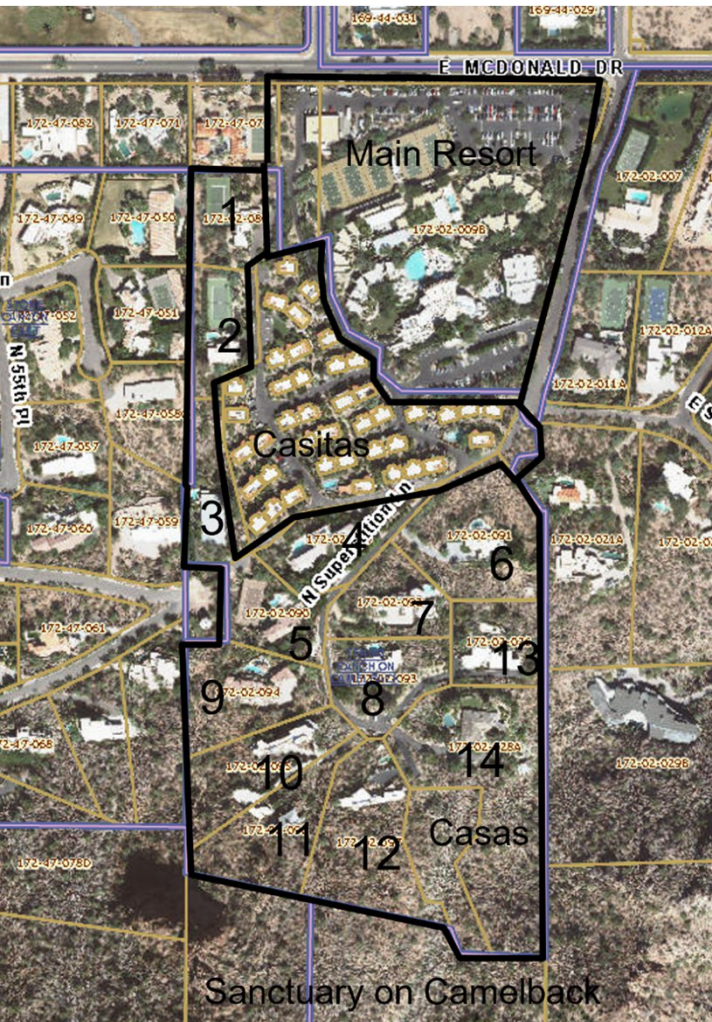


4/25/2024



SANCTUARY CAMELBACK MTN RESORT

26



Guidelines Continued

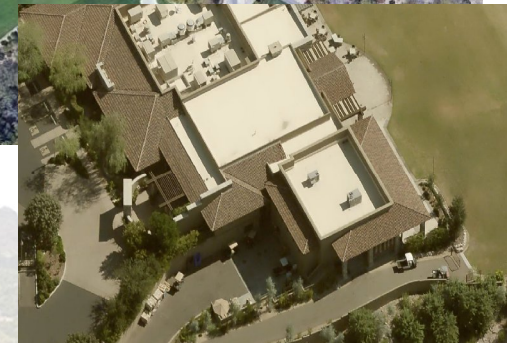
- Faux chimney should be appropriate to the architectural context, match the style of existing structure, complement, or match the color of the structure, and should be designed as a feature commonly found on the type/style of structure
- The number and spacing should be limited to the number, size, and design appropriate for the structure
- Door hatches, cables, antenna access, rooftop ballast mounted structures for radio equipment, and related items should be integrated into the design as best as possible to camouflage these required equipment

4/25/2024

PARADISE VALLEY COUNTRY CLUB

Guidelines

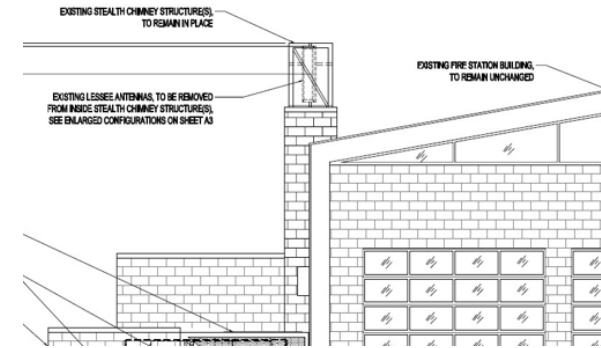
- Preference is faux chimney with up to 4 on existing structures and alternatively, or in addition, PWSF incorporated into the design
- Preferred locations are on principal buildings of the clubhouse
- Generally, height not to exceed 30' height restriction in their SUP, except consideration to up to 4'6" above roof for chimney
- Setbacks expected to meet 200' due to large acreage and clubhouse setbacks
- Same context, spacing, and equipment guidelines as Sanctuary



FIRE STATION #91

Guidelines

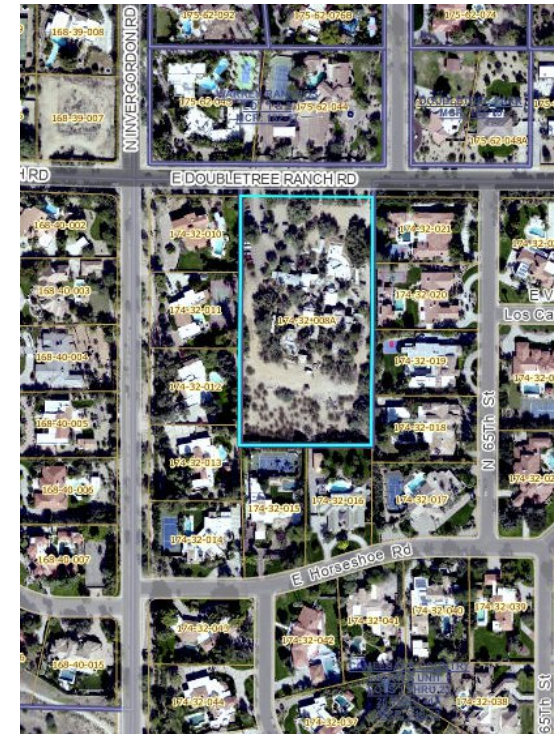
- Preference is faux chimney design on existing structures and alternatively, or in addition, PWSF incorporated into the design
- Preferred location on the fire station building
- Generally, height not to exceed 28'8" building, except consideration up to 4'6" above roof for chimney
- Consideration for setbacks other than 200' with additional chimney near existing or east 65' of building
- Same context, spacing, and equipment guidelines as Sanctuary



COSANTI

Guidelines

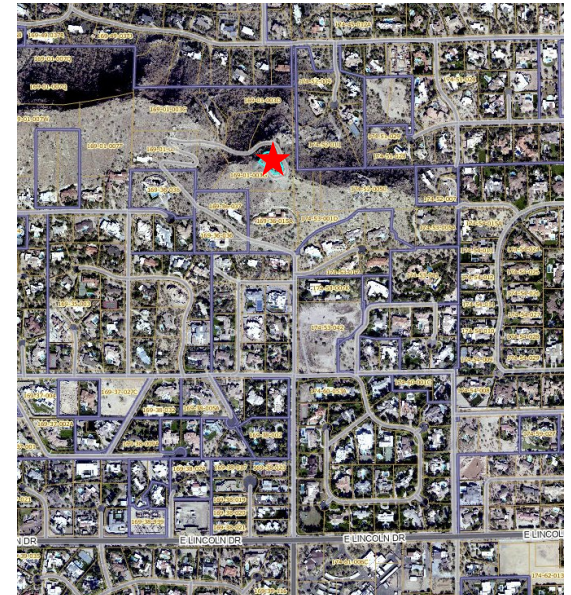
- A separate detached structure may be considered since existing structures low/have structural limitations
- New PWSF structure will also require the applicable SUP amendment application
- Preferred siting is toward the middle and/or center of the site near the existing structures
- Heights 30 to 35 feet may be considered if camouflaged well
- Consideration for reduction in the 200' setback to 60' (40' to street) if 24' tall (otherwise 100')



7012 N INVERGORDON RD

Guidelines

- Preference is for a faux retaining wall
- Height, setback, and equipment locations and screening shall generally follow the requirements for retaining walls on hillside
 - 8' tall maximum
 - Maximum 100' lineal length



4/25/2024



RESOLUTION 2022-23 31

NAME	ADDRESS
ANDAZ RESORT	6160 N. SCOTTSDALE ROAD
ASCENSION LUTHERAN CHURCH	7100 N. MOCKINGBIRD
CALVARY CHURCH OF THE VALLEY	6107 N. INVERGORDON
CAMELBACK BIBLE CHURCH	3900 E. STANFORD DRIVE
CAMELBACK GOLF CLUB	7847 N. MOCKINGBIRD LANE
CAMELBACK INN	5402 E. LINCOLN DRIVE
CAMELBACK UNITED PRESBYTERIAN CHURCH	3535 E. LINCOLN DRIVE
CHEROKEE SCHOOL	8801 N. 56TH STREET
CHRIST CHURCH OF ASCENSION	4015 E. LINCOLN DRIVE
COSANTI FOUNDATION	6433 E DOUBLETREE RANCH ROAD
DOUBLETREE PARADISE VALLEY RESORT	5401 N. SCOTTSDALE ROAD
EL CHORRO LODGE	5550 E. LINCOLN DRIVE
FIRE STATION #91	8444 N. TATUM BOULEVARD
FIRST SOUTHERN BAPTIST CHURCH	5230 N. SCOTTSDALE ROAD
HERMOSA INN	5532 N. PALO CRISTI ROAD
KIVA SCHOOL	6911 E. MCDONALD DRIVE
LINCOLN BIBLE CHURCH	4222 E. LINCOLN DRIVE
MOUNTAIN SHADOWS RESORT	5445 E. LINCOLN DRIVE
MOUNTAIN VIEW MEDICAL PLAZA	10575 N. TATUM BOULEVARD
OMNI MONTELUCCIA RESORT	4949 E. LINCOLN DRIVE
PARADISE VALLEY COUNTRY CLUB	7101 N. TATUM BOULEVARD
PARADISE VALLEY MEDICAL PLAZA	7101 E. JACKRABBIT ROAD
PARADISE VALLEY TOWN HALL	6401 E. LINCOLN DRIVE
PARADISE VALLEY UNITED METHODIST CHURCH	4455 E. LINCOLN DRIVE
PHOENIX COUNTRY DAY SCHOOL	3901 E. STANFORD DRIVE
SANCTUARY CAMELBACK MOUNTAIN RESORT	5700 E. MCDONALD DRIVE
SCOTTSDALE PLAZA RESORT	7200 N. SCOTTSDALE ROAD

NAME	ADDRESS
SMOKETREE RESORT	7101 E. LINCOLN DRIVE
ST. BARNABAS CHURCH	6715 N. MOCKINGBIRD LANE
TOWN-OWNED PROPERTY	7012 N INVERGORDON ROAD
UNITARIAN UNIVERSALIST CHURCH	4027 E. LINCOLN DRIVE

- Identifies potential PWSF locations
- Added Cosanti and Invergordon site



4/25/2024

PWSF DESIGN CRITERIA

Article XII, Town Zoning Ordinance

- **Appearance**

Degree PWSF "blends with" or "disturbs" the setting, the subject property and its character and use, or neighboring properties and their character and use

- **Form**

Degree to which the shape of the PWSF and any equipment cabinet relates to its surroundings

- **Color**

PWSF shall be in natural tones and a non-reflective color or color scheme appropriate to the background against which the PWSF would be viewed from a majority of points within its viewshed

- **Size**

Silhouette of the PWSF shall be reduced to minimize visual impact



PWSF SUBMITTAL ITEMS

33

Article XII, Town Zoning Ordinance, Formal Application

- Site Plan
- Landscape Plan
- Photographs, diagrams, photo simulations and sight line representations
- Siting elevations, or views at natural grade, from all directions (north, south, east, west)
- Equipment brochures
- Market and service maps
- Co-location submittals, including signed statements
- Lease agreement
- RF performance submittals
- Noise performance submittals
- Other items as necessary



4/25/2024



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 24-147

AGENDA TITLE:
Report by PV Arts Board on Upcoming Activities

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew B. Ching, Town Manager

DATE: April 25, 2024

DEPARTMENT: Town Manager
Andrew Ching, 480-348-3690

AGENDA TITLE:
Report by PV Arts Board on Upcoming Activities

SUMMARY STATEMENT:

PV Arts Board Chair Colleen Steinberg will update the Council on the Board's activities and plans for a new program in 2025.

Town of Paradise Valley

Paradise Valley Arts Board Artists' Studio Tour

April 25, 2024



Mission of the PV Arts Board

- The Arts Advisory Committee will introduce and coordinate programs that will enhance the possibilities of art appreciation for Paradise Valley residents and visitors.
- The Committee will help the Town create and sustain a cultural and artistic environment which encourages local artists, collectors, and gallery owners to participate in educational and exhibition projects within the Town.
- This program will focus on exhibiting the artwork of local artists and art collections in the community.

Organizational and Arts Program Guidelines, Revised January 2015

Current PV Arts Board Activities

Featured Artist exhibit in Town Hall

- Once a year
- Work hangs in Town Hall council chambers
- Local PV artist
- Hosted reception
- Promoted through resorts
- This year added several artist meet and greet sessions

Student Art Exhibit

- Rotating schools featured with varying ages and media
- Work displayed in community room
- Hosted reception for young artists and parents
- Artists invited to be pledge leaders

New Activity: Artists' Studio Tour

Objective: *to create an event that celebrates the PV arts community, while enriching the lives of town residents*

- Launching spring or fall 2025, on a Sunday afternoon
- Tour of approximately 5 studios of PV artists
- Begin and end at a single location (resort)
- Guests transported via shuttle
- Open to PV residents and resort guests
- Limited number for first tour
- Tour itself would be self funded
- PV Arts Board to fund publicity



Questions?



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 24-143

TOWN
of
PARADISE VALLEY



TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, APRIL 11, 2024

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, April 11, 2024 at 3:00 PM in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner
Vice Mayor Mark Stanton
Council Member Ellen
Council Member Christine Labelle
Council Member Scott Moore
Council Member Julie Pace
Council Member Anna Thomasson

STAFF MEMBERS PRESENT

Town Manager Andrew B. Ching
Town Attorney Andrew McGuire
Chief of Police Freeman Carney
Town Clerk Duncan Miller
Community Development Director Chad Weaver
Public Works Director Isaac Chavira
Chief Financial Officer Leslie DeReche
Town Engineer Shar Johnson
Public Works Superintendent Jerry Cooper
Municipal Court Director Jeanette Wiesenhofer
Human Resources Director Gina Monger

2. EXECUTIVE SESSION

- 24-137 Discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(3), for legal advice regarding resort fees.**
- 24-131 Discussion of Town Manager performance review as authorized by A.R.S. §38-431.03(A)(1).**

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online (www.paradisevalleyaz.gov) and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

- 24-129** **The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

3. STUDY SESSION ITEMS

24-139 **Discussion of Fiscal Year 2025 Pension Funding, Debt Obligations, and Revenues**

Chief Finance Officer Leslie DeReche reviewed the Fiscal Year 2025 budget adoption timeline.

- March 28 study session on the recommended budget and capital improvement program
- April 11 study session to review the budget and respond to questions.
- April 25 adopt the tentative budget
- May 9 adopt the final budget

Responding to a question raised at a previous Council meeting regarding debt service, she stated that the Town issued Excise Revenue Obligation in 2020 at an interest rate of 1.0895%. The Town's current investments are earning a greater return. Therefore, her recommendation was not to call the bonds early. There was consensus not to pay off the bonds at this time.

The Council discussed the police pension funding policy. There was consensus to amend the pension policy to increase the Town's minimum funding level from 90% to 95% or above and to base it on the actuarial amount. They discussed making excess payments at the end of the fiscal year and budget \$500,000 to \$1 million excess contributions until 100% funding is achieved.

The Council considered amending the Financial Management Policy to set up designated or earmarked accounts for pension and debt service.

24-138 **Discussion of Fiscal Year 2025 Capital Improvement Program**

Town Manager Andrew Ching, Community Development Director Chad Weaver and Town Engineer Shar Johnson responded to questions from the Council regarding the Fiscal Year 2025 Capital Improvement Program.

After much discussion, there was consensus to budget \$250,000 for the proposed campus facilities assessment project with the understanding that a detailed statement of work would be presented to Council before any contracts are approved. There was direction to break down recommendations in the assessment report into pieces including known and unknown building maintenance repairs and any building improvements like those proposed for the Police Department along with the estimated repair and construction costs for Council consideration.

Mr. Weaver updated the Council on the Town entry improvements at Doubletree Ranch Rd and Scottsdale Rd. He reported that the Town is coordinating with the City of Scottsdale on the wall and with the utility companies who facilities at the corner. The consultant is working on revised concept designs based on Council feedback to screen the utilities and refresh the wall.

A motion was made at 4:30 PM by Council Member Pace, seconded by Council Member Andeen, to go into executive session to discuss items 24-137 and 24-131. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Vice Mayor Stanton
Council Member Andeen
Council Member Labelle
Council Member Moore
Council Member Pace
Council Member Thomasson

Mayor Bien-Willner recessed the meeting at 5:30 PM.

4. BREAK

5. RECONVENE FOR REGULAR MEETING

Mayor Bien-Willner reconvened the meeting at 6:07 PM in the Town Hall Boardroom.

6. ROLL CALL

COUNCIL MEMBERS PRESENT

- Mayor Jerry Bien-Willner
- Vice Mayor Mark Stanton
- Council Member Ellen
- Council Member Christine Labelle
- Council Member Scott Moore
- Council Member Julie Pace
- Council Member Anna Thomasson

STAFF MEMBERS PRESENT

- Town Manager Andrew B. Ching
- Town Attorney Andrew McGuire
- Town Clerk Duncan Miller
- Police Chief Freeman Carney
- Community Development Director Chad Weaver
- Public Works Director Isaac Chavira
- Senior Planner George Burton

7. PLEDGE OF ALLEGIANCE*

Planning Commission Chair Karen Liepmann led the Pledge of Allegiance.

8. PRESENTATIONS

There were no presentations.

9. CALL TO THE PUBLIC

There were no public comments.

10. CONSENT AGENDA

Town Manager Ching summarized the Consent Agenda.

24-128 Minutes of Town Council Meeting March 28, 2024

24-135 Discussion and Possible Action to Approve Karen Liepmann as Chair of the Planning Commission

Recommendation: Confirm the selection of Karen Liepmann to serve a one-year term as Chair of the Planning Commission

24-136 Discussion and Possible Action to Approve Eric Leibsohn as Chair of the Board of Adjustment

Recommendation: Confirm the selection of Eric Leibsohn to serve a one-year term as Chair of the Board of Adjustment

A motion was made by Council Member Moore, seconded by Council Member Thomasson, to approve the Consent Agenda. The motion carried by the following vote:

- Aye: 7 - Mayor Bien-Willner
- Vice Mayor Stanton
- Council Member Andeen
- Council Member Labelle
- Council Member Moore
- Council Member Pace
- Council Member Thomasson

11. PUBLIC HEARINGS

**24-126 Discussion and Possible Action to Adopt Ordinance 2024-01
Approving an Intermediate Special Use Permit for Phoenix Country
Day School Located at 3901 E Stanford Drive**

Senior Planner George Burton summarized the application submitted by Rose Law Group P.C. on behalf of Phoenix Country Day School, for an Intermediate Special Use Permit amendment (SUP-23-05) for Phoenix Country Day School located at 3901 E Stanford Drive regarding the construction of a Performance Arts Center for school use. Construction of the building would be along the Stanford Drive frontage and would result in the relocation of the easternmost parking spaces to an area north of the existing maintenance building. The Planning Commission reviewed the application and voted 6 to 0 to forward the application to Council with a recommendation for approval. Following a Council study session on March 14, 2024, stipulation 16 was added incorporating the parking analysis recommendations.

Attorney Jordan Rose, representing the applicant, thanked the Council for their support. Planning Commission Chair Karen Liepmann reported on the Commission’s unanimous recommendation to approve the special use permit amendment.

Mayor Bien-Willner opened the public hearing. There were no public comments.

Mayor Bien-Willner closed the public hearing.

There was no further discussion.

A motion was made by Council Member Moore, seconded by Vice Mayor Stanton, to Adopt Ordinance 2024-01. The motion carried by the following vote:

- Aye: 7 - Mayor Bien-Willner
- Vice Mayor Stanton
- Council Member Andeen
- Council Member Labelle
- Council Member Moore
- Council Member Pace
- Council Member Thomasson

12. ACTION ITEMS

There were no action items.

13. FUTURE AGENDA ITEMS

24-130 Consideration of Requests for Future Agenda Items

Town Manager Ching summarized the future agenda schedule.

14. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates on current events.

15. ADJOURN

A motion was made by Council Member Pace, seconded by Vice Mayor Stanton, to adjourn. The motion carried by the following vote:

- Aye:** 7 - Mayor Bien-Willner
- Vice Mayor Stanton
- Council Member Andeen
- Council Member Labelle
- Council Member Moore
- Council Member Pace
- Council Member Thomasson

Mayor Bien-Willner adjourned the meeting at 6:26 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk



Action Report

File #: 24-146

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2024-05 Approving the Tentative Budget for Fiscal Year 2024/2025 And Scheduling A Public Hearing for Consideration of Adoption of the Final Budget at a Regular/Special Town Council Meeting on May 9, 2024.

RECOMMENDATION:

Adopt Resolution 2024-05.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew Ching, Town Manager
Leslie DeReche, Chief Financial Officer

DATE: April 25, 2024

DEPARTMENT: Finance
Leslie DeReche, 480.348.3696

AGENDA TITLE:

Presentation, discussion, and direction regarding the Town of Paradise Valley's tentative budget for fiscal year 2025 (FY2025) which begins on July 1, 2024.

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 2024-05 setting forth the FY2025 tentative budget of \$45,679,447.

BACKGROUND:

The Tentative Budget is a result of Management and Town Council's collective efforts to identify, communicate, and fund priorities for the operating and capital budgets during the upcoming fiscal year. Discussions informing the development of the tentative budget for FY2025 were held with Council on March 14, 2024, March 28, 2024, and April 11, 2024.

Adoption of the Tentative Budget establishes the maximum expenditures allowable for FY2025. The total budget may be reduced prior to and after final adoption but may not be increased. After the Tentative Budget adoption, amendments may be made between line items without increasing the total budget. Thus, contingency appropriations are budgeted to support operational and capital needs unforeseen at the time of adoption using either available or new resources.

State laws establish a calendar for the budget adoption and public notice requirements. Accordingly, the Tentative Budget must be adopted prior to the third Monday in July. A summary of the Tentative Budget and a notice of public hearing on the budget must be published once per week for two consecutive weeks. The Town must hold a Public Hearing on the budget and afterwards convene a special meeting to adopt the Final Budget. Additionally, both the Tentative Budget and Final Budget must be posted on the Town's website within seven days of adoption. The budget is published using the state forms created by the Auditor General to comply with the detail requirements of statutes.

The final annual budget document will be published this summer. The following table lists the dates scheduled for each action:

April 25, 2024 – Adoption of Tentative Budget
April 25, 2024 – Posting of Tentative Budget
May 01, 2024 – 1st publication of Tentative Budget and Notice of Public Hearing
May 08, 2024 – 2nd publication of Tentative Budget and Notice of Public Hearing
May 09, 2024 – Public Hearing and Adoption of Final Budget in a Special Meeting
June 15, 2024 – Posting of Final Budget

BUDGETARY IMPACT:

This action will set the maximum budget for FY2025. Revisions can be made to realign or decrease, but not to increase, the total expenditure amount for the Final Budget.

RECOMMENDATION:

Adopt Resolution 2024-05 setting forth the FY2025 Tentative Budget and authorize staff to proceed with the required publications.

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2024-05
- C. PowerPoint

RESOLUTION NUMBER 2024-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2024/2025; SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1-5, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) shall make an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town; and

WHEREAS, in accordance with said chapter of said title, the estimates required to meet the public expenditures/expenses for the ensuing year shall be published according to law and a public hearing shall be held at which any taxpayer may appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the Town Council desires now to establish a tentative budget for the Town of Paradise Valley for Fiscal Year 2024/2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Paradise Valley for Fiscal Year 2024/2025.

Section 3. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Paradise Valley Town Hall and on the official Town Website (there is no physical library location within the Town); and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical address of the Paradise Valley Town Hall and the website where the tentative budget may be found.

Section 4. A public hearing on the budget shall be held on May 9, 2024, during the regular/special Town Council meeting.

Section 5. This Resolution shall be effective from and after its passage and approval according to law.

Section 6. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 25th day of April 2024.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2024-05

[Statement of Estimates and Expenses]

See following pages.

Town of Paradise Valley
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Fund	Permanent Fund	Enterprise Funds	Internal Service Funds	Total all funds	
2024	Adopted/adjusted budgeted expenditures/expenses*	E 1	33,330,162	4,477,400	2,881,400	7,294,000	0	8,366,800	0	56,349,762
2024	Actual expenditures/expenses**	E 2	33,330,162	4,427,400	2,881,400	7,294,000	0	8,366,800	0	56,299,762
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	93,555,768	1,520,871	21,625	13,174,642	0	1,890,215	0	110,163,121
2025	Primary property tax levy	B 4	0							0
2025	Secondary property tax levy	B 5								0
2025	Estimated revenues other than property taxes	C 6	51,557,917	1,737,528	0	3,937,641	0	6,481,200	0	63,714,286
2025	Other financing sources	D 7	0	0	0	0	0	0	0	0
2025	Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D 9	0	3,000,000	1,416,501	3,569,481	0	1,200,000	0	9,185,982
2025	Interfund Transfers (out)	D 10	9,185,982	0	0	0	0	0	0	9,185,982
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures									
	Maintained for future debt retirement		3,521,830							3,521,830
	Maintained for future Facilities, Fleet, Equipment and Streets	11	5,351,215			9,263,856				14,615,071
	Maintained for future financial stability		35,261,301				1,978,645			37,239,945
										0
										0
2025	Total financial resources available	12	91,793,357	6,258,399	1,438,126	11,417,908	0	7,592,771	0	118,500,561
2025	Budgeted expenditures/expenses	E 13	36,179,223	4,778,524	1,416,501	7,507,122	0	7,914,578	0	57,795,948

Expenditure limitation comparison

	2024	2025
1 Budgeted expenditures/expenses	\$ 56,349,762	\$ 57,795,948
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	56,349,762	57,795,948
4 Less: estimated exclusions	12,257,374	12,116,501
5 Amount subject to the expenditure limitation	\$ 44,092,388	\$ 45,679,447
6 EEC expenditure limitation	\$ 44,092,388	\$ 45,679,447

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Paradise Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Charges for Services			
Charges for Services	\$ 415,900	\$ 370,491	\$ 390,000
Fines and Forfeitures			
Fines and Forfeitures	2,695,200	2,768,616	2,892,500
Intergovernmental			
Federal	56,000	56,000	62,100
State	5,354,000	5,354,000	5,396,071
Other	170,000	170,000	
Local taxes			
Transaction Privilege Tax	\$ 35,213,100	\$ 35,213,100	\$ 35,671,300
Franchise Fees	1,568,200	1,568,200	1,615,246
Licenses and permits			
Permit and Planning Fees	2,683,900	2,683,900	2,630,400
Special Use Permits	451,300	451,300	451,300
Other Licenses and Permits	6,300	6,300	3,400
Miscellaneous			
Rents and Leases	120,200	120,200	120,200
Investment Earnings	1,327,200	1,327,200	2,073,300
Other	264,900	264,900	252,100
Total General Fund	\$ 50,326,200	\$ 50,354,207	\$ 51,557,917

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Paradise Valley
Revenues other than property taxes
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Special Revenue Funds			
Court			
Court Enhancement	\$ 330,100	\$ 330,100	\$ 405,000
Municipal Fill the Gap	8,500	8,500	8,800
Judicial Court Enhancement	5,000	5,000	6,200
Investment Earnings	24,800	24,800	23,300
Total Court	\$ 368,400	\$ 368,400	\$ 443,300
Donations			
Police Donations	\$ 5,000	\$ 5,000	\$ 6,500
Vintage Car Show and Other Donations	14,000	14,000	15,000
Total Donations	\$ 19,000	\$ 19,000	\$ 21,500
Grants			
Federal	\$	\$	\$
State	60,000	60,000	80,000
County			
Other	50,000	50,000	150,000
Total Grants	\$ 110,000	\$ 110,000	\$ 230,000
Highway User Revenue Fund (HURF)			
Intergovernmental	\$ 941,300	\$ 941,300	\$ 966,228
Total HURF	\$ 941,300	\$ 941,300	\$ 966,228
Paradise Valley Mountain Preserve Trust			
Charges for Services	\$ 4,000	\$ 4,000	\$ 4,000
Contributions and Donations	89,000	89,000	20,000
Investment Earnings	200	200	500
Total PV Mountain Preserve Trust	\$ 93,200	\$ 93,200	\$ 24,500
Substance Prevention/Response			
Intergovernmental	\$	\$	\$ 50,000
Total Substance Prevention/Response	\$	\$	\$ 50,000
Debt Service Fund			
Other	\$	\$	\$ 2,000
Total Substance Prevention/Response	\$	\$	\$ 2,000
Total special revenue funds	\$ 1,531,900	\$ 1,531,900	\$ 1,737,528

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Paradise Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Capital Projects Funds			
Capital Improvements			
State	\$ 1,291,000	\$ 1,291,000	\$ 1,626,641
County	671,000	671,000	1,991,000
Contributions and Donations	240,000	240,000	320,000
Total Capital Improvements	\$ 2,202,000	\$ 2,202,000	\$ 3,937,641
Total capital projects funds	\$ 2,202,000	\$ 2,202,000	\$ 3,937,641
Enterprise funds			
Alarm			
Charges for Services	\$ 124,000	\$ 124,000	\$ 120,000
Investment Earnings	8,000	8,000	8,000
Other	100	100	200
Total Alarm	\$ 132,100	\$ 132,100	\$ 128,200
Fire Service			
Charges for Services	\$ 3,329,400	\$ 3,329,400	\$ 3,248,000
Investment Earnings	28,400	28,400	28,400
Other	19,100	19,100	
Total Fire Service	\$ 3,376,900	\$ 3,376,900	\$ 3,276,400
Wastewater			
Charges for Services	\$ 2,703,100	\$ 2,703,100	\$ 3,060,200
Investment Earnings	15,700	15,700	16,000
Other	400	400	400
Total Wastewater	\$ 2,719,200	\$ 2,719,200	\$ 3,076,600
Total enterprise funds	\$ 6,228,200	\$ 6,228,200	\$ 6,481,200
Total all funds	\$ 60,288,300	\$ 60,316,307	\$ 63,714,286

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Paradise Valley
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
Capital Improvements	\$	\$	\$	\$ 3,569,481
Fire Services				1,200,000
Highway User Revenue (HURF) Series 2016				3,000,000
Series 2020				1,416,501
Total General Fund	\$	\$	\$	\$ 9,185,982
Special revenue funds				
Highway User Revenue (HURF)	\$	\$	\$ 3,000,000	\$
Total special revenue funds	\$	\$	\$ 3,000,000	\$
Debt service funds				
Series 2016	\$	\$	\$	\$
Series 2020			1,416,501	
Total debt service funds	\$	\$	\$ 1,416,501	\$
Capital projects funds				
Capital Improvements	\$	\$	\$ 3,569,481	\$
Series 2020 Proceeds				
Total capital projects funds	\$	\$	\$ 3,569,481	\$
Enterprise funds				
Fire Services	\$	\$	\$ 1,200,000	\$
Total enterprise funds	\$	\$	\$ 1,200,000	\$
Total all funds	\$	\$	\$ 9,185,982	\$ 9,185,982

**Town of Paradise Valley
Expenditures/expenses by fund
Fiscal year 2025**

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
Community Development	\$ 3,722,900	\$	\$ 3,722,900	\$ 3,975,106
Finance	1,042,700		1,042,700	1,100,051
Information Technology	1,810,100		1,810,100	2,062,458
Municipal Court	950,800		950,800	990,956
Police	11,834,500		11,834,500	12,609,045
Public Works	986,600		986,600	1,070,243
Tourism	2,490,800		2,490,800	2,490,800
Town Attorney	984,100		984,100	944,583
Town Council	423,200		423,200	493,800
Post Office				619,756
Town Manager	1,825,200		1,825,200	1,328,431
Contingency	7,259,262		7,259,262	8,493,994
Total General Fund	\$ 33,330,162	\$	\$ 33,330,162	\$ 36,179,223
Special revenue funds				
Courts	\$ 601,300	\$	\$ 601,300	\$ 584,852
Donations	47,800		47,800	20,000
Grants	60,000		60,000	130,000
Highway User Revenue	3,570,600		3,570,600	3,928,572
PV Mountain Preserve Trust	91,700		91,700	15,100
Substance Prevention/Response	56,000		56,000	50,000
Contingency	50,000		50,000	50,000
Total special revenue funds	\$ 4,477,400	\$	\$ 4,427,400	\$ 4,778,524
Debt service funds				
Series 2016	\$ 1,472,400	\$	\$ 1,472,400	\$
Series 2020	1,409,000		1,409,000	1,416,501
Total debt service funds	\$ 2,881,400	\$	\$ 2,881,400	\$ 1,416,501
Capital projects funds				
Capital Improvements	\$ 7,044,000	\$	\$ 7,044,000	\$ 7,257,122
Capital Contingency	250,000		250,000	250,000
Total capital projects funds	\$ 7,294,000	\$	\$ 7,294,000	\$ 7,507,122
Enterprise funds				
Alarm	\$ 150,200	\$	\$ 150,200	\$ 189,228
Alarm Contingency	4,500		4,500	5,000
Fire Services	5,114,100		5,114,100	4,493,350
Fire Services Contingency	150,400		150,400	150,400
Wastewater	2,861,800		2,861,800	2,990,800
Wastewater Contingency	85,800		85,800	85,800
Total enterprise funds	\$ 8,366,800	\$	\$ 8,366,800	\$ 7,914,578
Total all funds	\$ 56,349,762	\$	\$ 56,299,762	\$ 57,795,948

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Paradise Valley
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
	2024	2024	2024	2025
Community Development				
General	\$ 3,722,900	\$ 3,722,900	\$ 3,722,900	\$ 3,975,106
Community Development total	\$ 3,722,900	\$ 3,722,900	\$ 3,722,900	\$ 3,975,106
Finance				
General	\$ 1,042,700	\$ 1,042,700	\$ 1,042,700	\$ 1,100,051
Finance total	\$ 1,042,700	\$ 1,042,700	\$ 1,042,700	\$ 1,100,051
Information Technology				
General	\$ 1,810,100	\$ 1,810,100	\$ 1,810,100	\$ 2,062,458
Information Technology total	\$ 1,810,100	\$ 1,810,100	\$ 1,810,100	\$ 2,062,458
Municipal Court				
General	\$ 950,800	\$ 950,800	\$ 950,800	\$ 990,956
Court	601,300	601,300	601,300	584,852
Municipal Court total	\$ 1,552,100	\$ 1,552,100	\$ 1,552,100	\$ 1,575,808
Police				
General	\$ 11,834,500	\$ 11,834,500	\$ 11,834,500	\$ 12,609,045
Alarm	154,700	154,700	154,700	194,228
Substance Prevention/Response	56,000	56,000	56,000	50,000
Department total	\$ 12,045,200	\$ 12,045,200	\$ 12,045,200	\$ 12,853,273
Public Works				
General	\$ 986,600	\$ 986,600	\$ 986,600	\$ 1,070,243
Highway User Revenue	3,570,600	3,570,600	3,570,600	3,928,572
Department total	\$ 4,557,200	\$ 4,557,200	\$ 4,557,200	\$ 4,998,815
Tourism				
General	\$ 2,490,800	\$ 2,490,800	\$ 2,490,800	\$ 2,490,800
Department total	\$ 2,490,800	\$ 2,490,800	\$ 2,490,800	\$ 2,490,800
Town Attorney				
General	\$ 984,100	\$ 984,100	\$ 984,100	\$ 944,583
Department total	\$ 984,100	\$ 984,100	\$ 984,100	\$ 944,583
Town Council				
General	\$ 423,200	\$ 423,200	\$ 423,200	\$ 493,800
Department total	\$ 423,200	\$ 423,200	\$ 423,200	\$ 493,800
Post Office				
General	\$	\$	\$	\$ 619,756
Department total	\$	\$	\$	\$ 619,756
Town Manager				
General	\$ 1,825,200	\$ 1,825,200	\$ 1,825,200	\$ 1,328,431
Department total	\$ 1,825,200	\$ 1,825,200	\$ 1,825,200	\$ 1,328,431

**Town of Paradise Valley
Expenditures/expenses by department
Fiscal year 2025**

Department/Fund	Adopted budgeted expenditures/expenses	Expenditure/expense adjustments approved	Actual expenditures/expenses*	Budgeted expenditures/expenses
	2024	2024	2024	2025
Non-Departmental				
General (Contingency)	\$ 7,259,262	\$ 7,259,262	\$ 7,259,262	\$ 8,493,994
Grants	\$ 110,000	\$ 110,000	\$ 110,000	\$ 180,000
Donations	47,800	47,800	47,800	20,000
PV Mountain Preserve Trust	91,700	91,700	91,700	15,100
Capital Improvements	7,294,000	7,294,000	7,294,000	7,507,122
Series 2016	1,472,400	1,472,400	1,472,400	
Series 2020	1,409,000	1,409,000	1,409,000	1,416,501
Fire Service	5,264,500	5,264,500	5,264,500	4,643,750
Wastewater	2,947,600	2,947,600	2,947,600	3,076,600
Department total	\$ 25,896,262	\$ 25,896,262	\$ 25,896,262	\$ 25,353,067

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Paradise Valley
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2025	2025	2025	2025	2025	2025
General Fund	102.9	\$ 11,350,754	\$ 1,973,000	\$ 1,485,080	\$ 1,365,008	\$ 16,173,842
Special revenue funds						
Courts	4.0	\$ 374,600	31,800	\$ 32,152	\$ 25,300	\$ 463,852
Highway User Revenue	11.0	937,791	107,100	170,460	112,688	1,328,039
Total special revenue funds	15.0	\$ 1,312,391	\$ 138,900	\$ 202,612	\$ 137,988	\$ 1,791,891
Total all funds	117.9	\$ 12,663,145	\$ 2,111,900	\$ 1,687,692	\$ 1,502,996	\$ 17,965,733



Town of Paradise Valley FY2025 Budget Development

FY2025 Tentative Budget

April 25, 2024



Budget Calendar



Date	Activity	Subject
March 28	Study Session	Capital Improvement Projects (CIP) City Manager Recommended Budget
April 11	Study Session	Budget Study Session
April 25	Meeting: Action Item	Tentative Budget Adoption
May 9	Meeting: Action Item	Final Budget Adoption
June 15	Publish Final Budget	



Tentative Budget

A.R.S. §42-17102 requires the town to provide estimates of necessary expenditures and anticipated revenues.

Each year the Economic Estimates Commission calculates the constitutional expenditure limitation for all cities and towns in accordance with A.R.S. §41-563

Estimated expenditures cannot exceed the expenditure limitation.

The Tentative Budget is prepared using the State Forms provided by the Auditor General.



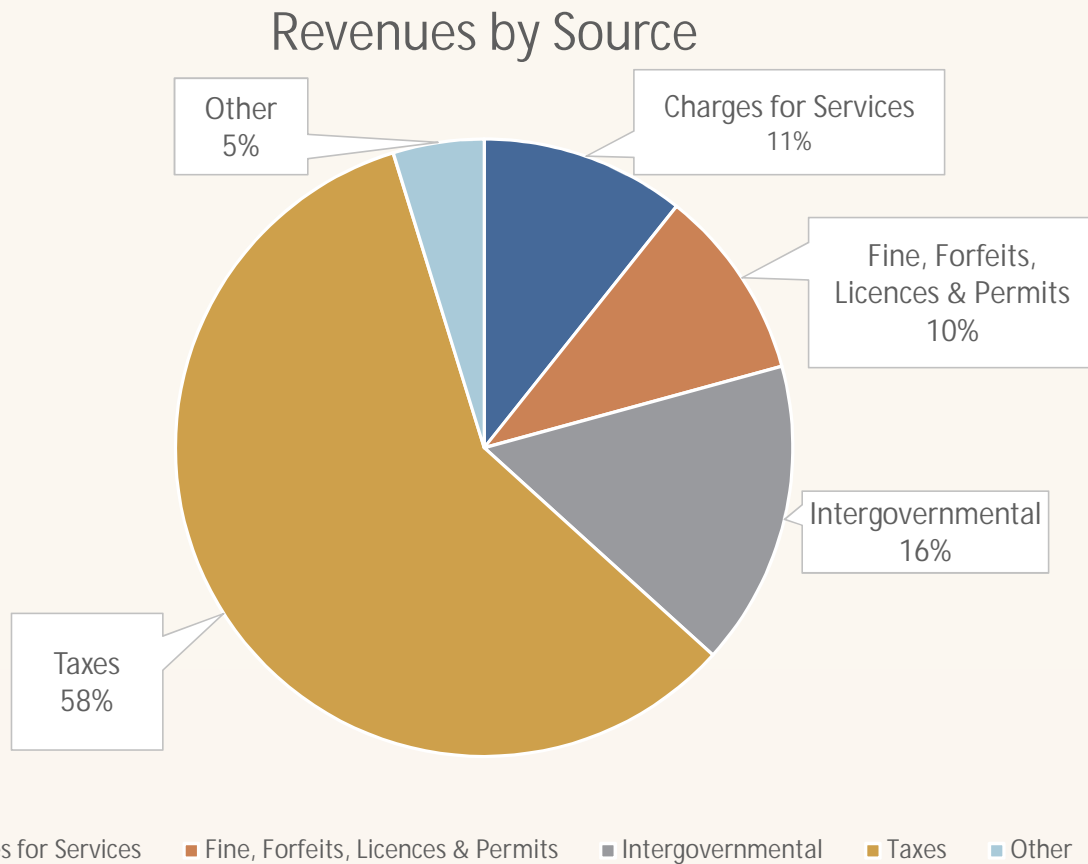
Tentative Budget

Change from Prior Year

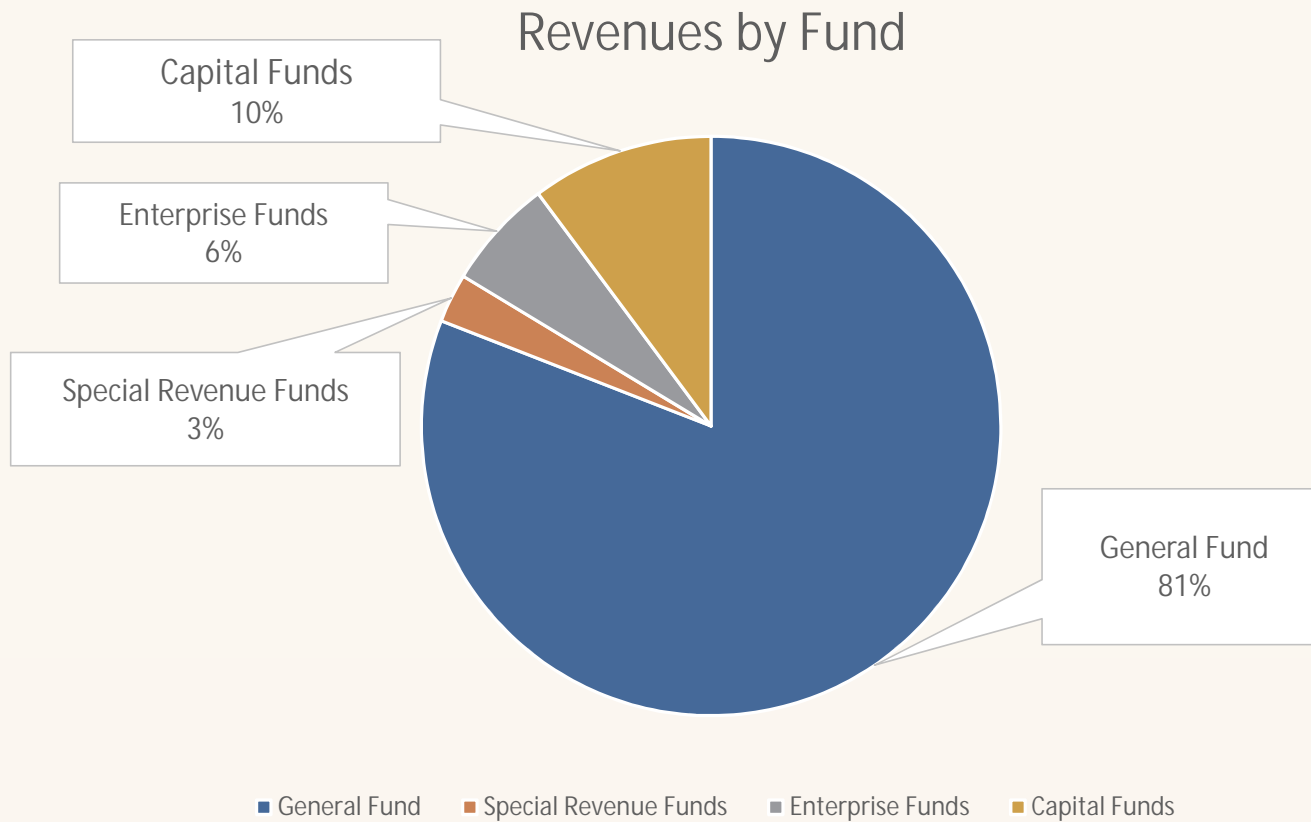
Budget	FY2024	FY2025	Change	% Change
Revenues	\$60,288,300	\$63,714,286	\$ 3,425,986	5.7%
Expenditures	56,349,762	57,795,948	1,446,186	2.6%
Exclusions	12,257,374	12,116,501	(140,873)	-1.2%
Expenditure Limitation	44,092,388	45,679,447	1,587,059	3.6%



Tentative Budget

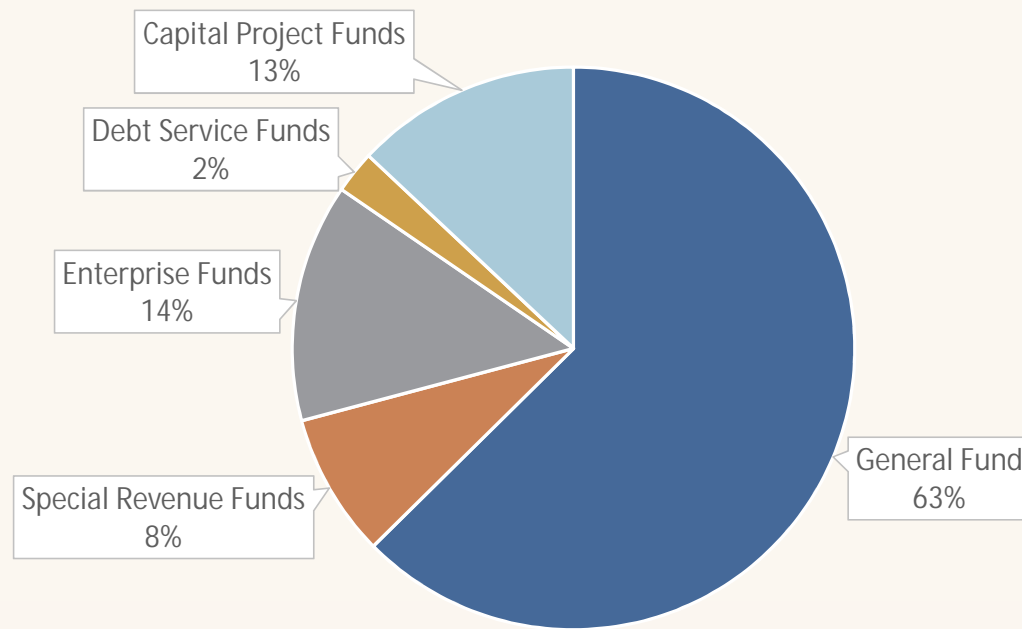


Tentative Budget



Tentative Budget

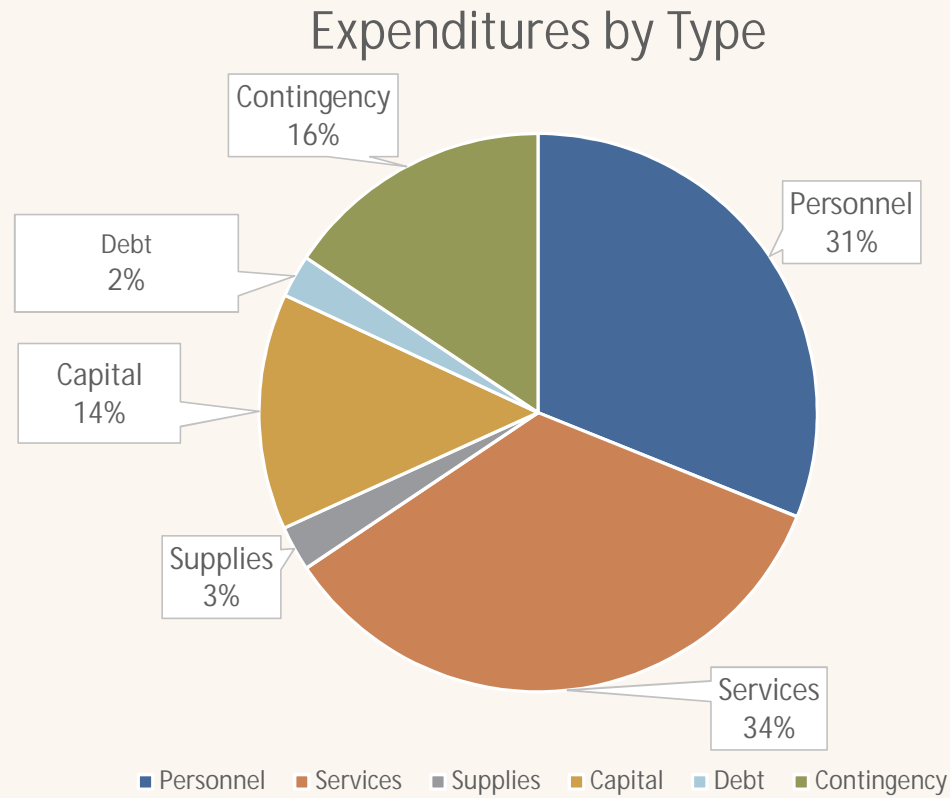
Expenditures by Fund



■ General Fund ■ Special Revenue Funds ■ Enterprise Funds ■ Debt Service Funds ■ Capital Project Funds



Tentative Budget



Tentative Budget

Contingencies (Included in Expenditures)

Fund	Contingency
General Fund/HURF	
Operating*	\$948,414
Expenditure Limitation Capacity	7,545,579
Grants	50,000
Capital Projects	250,000
Alarm	5,000
Wastewater	85,800
Fire Services	<u>150,400</u>
Total	\$9,035,194

* Budgeted at 3% of operating expenditures



Tentative Budget

Interfund Transfers (Not included in expenditures)

Fund	Transfers In	Transfers Out
General Fund		\$9,185,982
HURF	\$3,000,000	
Debt Service	1,416,501	
Capital Projects	3,569,481	
Fire Services	<u>1,200,000</u>	<u> </u>
Total	\$9,185,982	\$9,185,982





Questions?



TOWN OF PARADISE VALLEY
COMMUNITY DEVELOPMENT DEPARTMENT
**CAPITAL IMPROVEMENT PLAN
FY25-29**



April 11, 2024

AGENDA

- **Annual CIP Process**
- **FY25-29 Overview**
- **FY25 Projects**
- **Questions**



ANNUAL CIP PROCESS

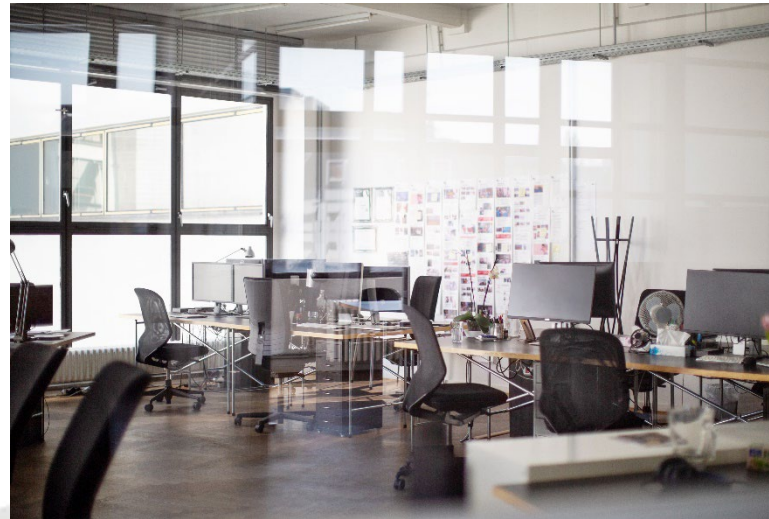
- **Multi-year plan identifying and prioritizing capital needs**
- **Includes projects greater than \$100,000 and a useful life of at least three years**
- **Typically a 5-year planning period**
- **Presented and adopted as a separate section of the budget**



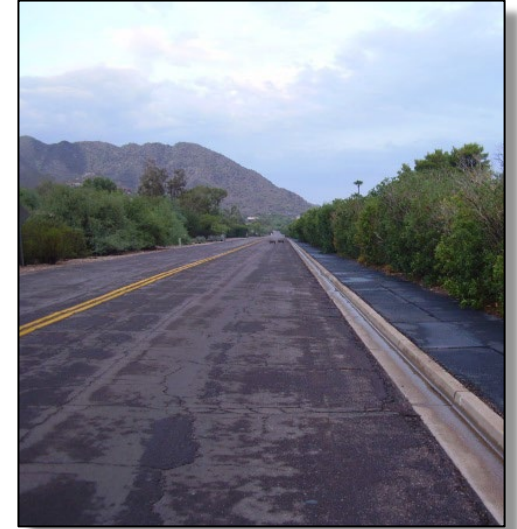
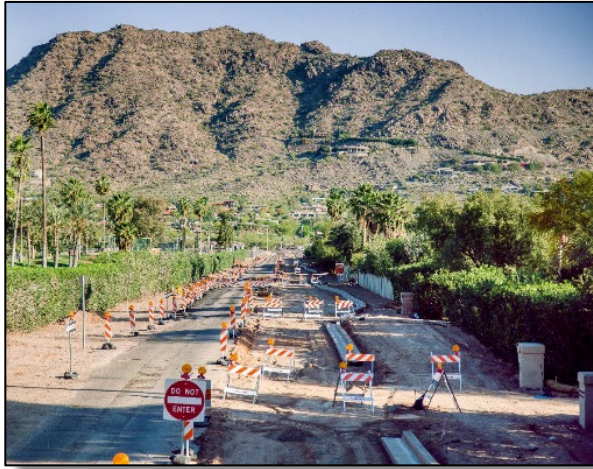
ANNUAL CIP PROCESS

Exclusions

- **Operations and Maintenance**
 - Street resurfacing/repairs
 - Small facility improvements
 - Fleet & equipment maintenance
- **Furniture, Fixtures, and Equipment**
 - Computers, desks, chairs, etc.



WHAT IS A CIP?



PROJECT IDENTIFICATION

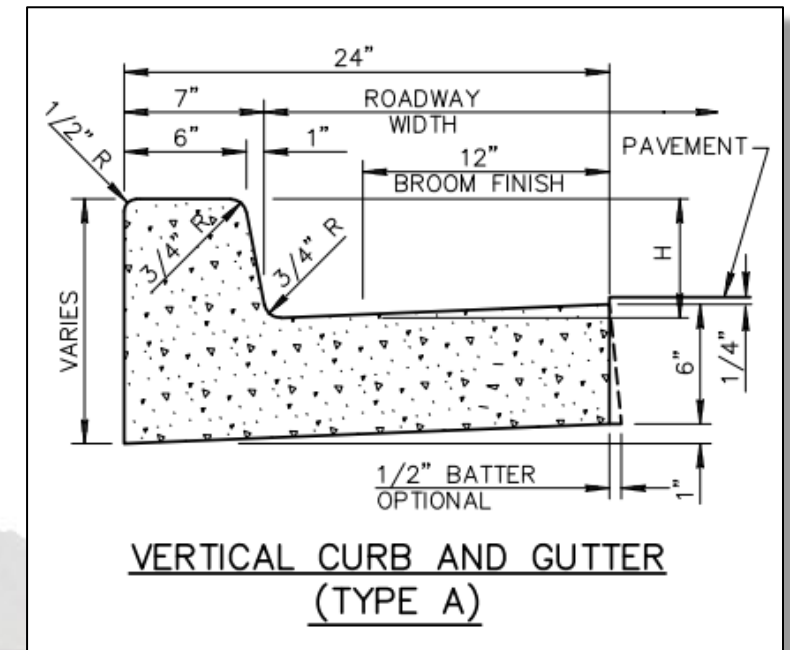
- **Input from Residents, Council and Staff**
- **Identified in Strategic / Master Plans**
- **Stem from other projects**
- **Operational improvements**



PROJECT SCOPING

Determine:

- Extent of project
- Cost estimates
 - Current dollars
 - Updated annually
- Possible outside funding sources



PROJECT SCORING AND RANKING

High (Point Range: 7 to 10)

- ▶ Protects health & safety of the Town
- ▶ Federal, State, or contractual mandate
- ▶ Leverage Federal, State, or other funding sources
- ▶ Planned or ongoing project coordination of private or public improvements by others
- ▶ Prevents irreparable damage to existing facilities

Medium (Point Range: 4 to 6)

- ▶ Results in increased efficiency
- ▶ Maintains existing service levels
- ▶ Preserves or enhances existing facilities
- ▶ Reduces operational costs

Low (Point Range: 1 to 3)

- ▶ Provides an expanded level of service
- ▶ Deferrable (funding availability, non-urgent)



PROJECT SCORING AND RANKING

- All identified projects are scored and ranked
- Current CIP has 29 projects totaling \$42.9 Million
- All scored and ranked projects are assigned to categories
- Balance budget and prioritize annually
- Prioritize projects based on score and available funding



PROJECT SCORING AND RANKING

Project	Score
Street Sweeper Replacement	9
Sewer System Assessment	9
Sewer System Repairs	9
Stormwater Master Plan	9
Mockingbird Lane Drainage – 56 th to Invergordon	9
FCD LIBW Invergordon Dr Alt 1	9
SRP Undergrounding Conversion Rose Lane	8
Police Department Training Facility / Remodel	8
Doubletree Ranch Road Entry Monument	8
54 th and Solano Drive Drainage Improvements	8
Lincoln Drainage Improvements – Desert Fairways to 51 st Pl	8
SRP Undergrounding Conversion 40 th Street and Lincoln	7.5
Mockingbird Lane Roadway – 56 th to Invergordon	7
Mockingbird Lane (Lincoln to McDonald)	7
Town Hall Complex – Space Study and Assessment	7

Project	Score
Highland Drive Cul-De-Sac	7
56 th Street Sidewalks – Mockingbird to Doubletree	7
45 th Street Curbs – McDonald to Valley Vista	6
McDonald Drive Curbs – 40 th Street to 44 th Street	6
Miscellaneous Drainage Improvements	6
Miscellaneous Street Improvements	5
Tatum Retaining Walls	4
Denton Lane Cul-De-Sac	4
Tatum Sidewalks – Doubletree Ranch to Mountain View	4
32 nd Street Sidewalks – Stanford to Lincoln	4
Regional Wireless Cooperative (RWC) Fiber Connection	4
White Wing Road Half Street	1
Lincoln and Tatum Intersection Improvement	1
Town Gateway Entry Features	1

PLAN ADOPTION

Typical Council Action Points:

- 1. Modify/Add/Delete Projects in recommended budget**
- 2. Adoption of annual CIP in Town Budget**
- 3. Approval of a design or construction contract over \$50k**



RESIDENTS INPUT & NOTIFICATION

- **Open house**
- **Project initiation mailers**
- **Project signage**
- **Project Updates in the Manager's Weekly**



FY25-29 OVERVIEW

	Project Total	FY2025	FY2026	FY2027	FY2028	FY2029
Building and Facilities						
Town Hall Complex Facilities Analysis	\$ 250,000	\$ 250,000	\$ -			
Police Department Training Facility / Remodel	\$ 1,475,000	\$ 100,000	\$ 1,031,250	\$ 343,750		
Building and Facilities Total	\$ 1,725,000	\$ 350,000	\$ 1,031,250	\$ 343,750	\$ -	\$ -
Computers and Related Equipment						
Regional Wireless Cooperative (RWC) Fiber Connection	\$ 600,000		\$ 600,000			
Computers and Related Equipment Total	\$ 600,000	\$ -	\$ 600,000	\$ -	\$ -	\$ -
Roadways						
McDonald Drive Curb Replacement: 40th Street to 44th Street	\$ 305,000	\$ 305,000				
Tatum Boulevard Sidewalks: Doubletree Ranch Road to Mountain View Road	\$ 550,000			\$ 50,000	\$ 450,000	\$ 50,000
45th Street Curbs: McDonald Drive to Valley Vista Lane	\$ 95,000	\$ 95,000				
Tatum Boulevard Retaining Walls	\$ 345,000	\$ -	\$ 345,000			
32nd Street Sidewalks: Stanford Drive to Lincoln Drive	\$ 3,100,000	\$ -	\$ 450,000	\$ 2,650,000		
Denton Lane Cul De Sac	\$ 305,000	\$ -	\$ 85,000	\$ 220,000		
Lincoln Drive & Tatum Boulevard Improvement - VSC	\$ 240,000	\$ -	\$ 40,000	\$ 200,000		
Town Gateway Entry Features - VSC	\$ 150,000	\$ -	\$ 10,000	\$ 140,000		
Highlands Drive Cul-De-Sac	\$ 400,000	\$ 400,000				
Mockingbird Lane: 56th Street to Invergordon Road	\$ 5,076,000	\$ 375,000	\$ 4,701,000			
Miscellaneous Street Improvements (various location)	\$ 1,000,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Mockingbird Lane Improvements: Lincoln Drive to McDonald Drive	\$ 2,978,500	\$ 2,978,500				
Doubletree Ranch Road Entry Monument	\$ 530,000	\$ 350,000	\$ 180,000			
White Wing Road Half Street Improvements	\$ 325,000	\$ -	\$ -	\$ 75,000	\$ 250,000	\$ -
56th Street Sidewalks: Mockingbird Lane to Doubletree Ranch Road	\$ 770,000	\$ 120,000		\$ 650,000		
CIP Contingency	\$ 1,250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Roadways Total	\$ 17,419,500	\$ 5,073,500	\$ 6,261,000	\$ 4,435,000	\$ 1,150,000	\$ 500,000



FY25-29 OVERVIEW CONT.

	Project Total	FY2025	FY2026	FY2027	FY2028	FY2029
SRP Undergrounding						
SRP Underground Conversion 40th Street and Lincoln	\$ 3,800,000	\$ -	\$ 3,800,000	\$ -	\$ -	\$ -
SRP Underground Conversion Rose Lane	\$ 320,000	\$ 320,000	\$ -	\$ -	\$ -	\$ -
SRP Undergrounding Total	\$ 4,120,000	\$ 320,000	\$ 3,800,000	\$ -	\$ -	\$ -
Stormwater						
FCD LIBW Invergordon Drive Improvements Alt 1	\$ 6,523,930	\$ -	\$ 374,000	\$ 4,812,000	\$ -	\$ -
Mockingbird Lane Storm Drain: 56th Street to Invergordon Road	\$ 6,932,000	\$ 500,000	\$ 3,216,000	\$ 3,216,000	\$ -	\$ -
Miscellaneous Drainage Improvements (various locations)	\$ 1,250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Lincoln Drive - 51st Pl to Desert Fairways Drainage Improvements	\$ 1,275,000	\$ -	\$ -	\$ -	\$ 1,275,000	\$ -
Solano Drive Drainage Improvements	\$ 580,000	\$ -	\$ 580,000	\$ -	\$ -	\$ -
Watershed Studies / Storm Drainage Strategic Plan	\$ 632,000	\$ 632,000	\$ -	\$ -	\$ -	\$ -
Stormwater Total	\$ 17,192,930	\$ 1,382,000	\$ 4,420,000	\$ 8,278,000	\$ 1,525,000	\$ 250,000
Vehicles and Wheeled Equipment						
Street Sweeper Replacement	\$ 381,622	\$ 381,622	\$ -	\$ -	\$ -	\$ -
Vehicles and Wheeled Equipment Total	\$ 381,622	\$ 381,622	\$ -	\$ -	\$ -	\$ -
Wastewater						
Sewer System Assessment	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Sewer System Repairs	\$ 1,400,000	\$ 300,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
Wastewater Total	\$ 1,550,000	\$ 450,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
CIP Total	\$ 42,989,052	\$ 7,957,122	\$ 16,387,250	\$ 13,331,750	\$ 2,950,000	\$ 1,025,000



FY25 PROJECTS

Project	Status	FY25 Cost	Town Cost
Street Sweeper Replacement	New CIP	\$381,622	\$21,753
Town Hall Complex Facilities Analysis	New CIP	\$250,000	\$250,000
Police Department Training Facility / Remodel		\$100,000	\$100,000
Doubletree Ranch Road Entry Monument	On-Going	\$350,000	\$350,000
Highlands Cul De Sac		\$400,000	\$400,000
McDonald Drive Curbs – 40 th Street to 44 th Street	On-Going	\$305,000	\$305,000
45 th Street Curbs North of McDonald	On-Going	\$95,000	\$95,000
56 th Street Sidewalks: Mockingbird Lane to Doubletree Ranch Road		\$120,000	\$120,000
Mockingbird Lane Improvements – Lincoln to McDonald	On-Going	\$2,978,500	\$1,711,728
Miscellaneous Street Improvements (Various Locations)	On-Going	\$200,000	\$200,000
Mockingbird Lane Improvements – 56 th Street to Invergordon	On-Going	\$375,000	\$375,000
Mockingbird Lane Drainage – 56 th Street to Invergordon	On-Going	\$500,000	\$175,000
Stormwater Master Plan	On-Going	\$632,000	\$316,000
Miscellaneous Drainage Improvements	On-Going	\$250,000	\$250,000
SRP Underground Conversion Rose Lane		\$320,000	\$0
Sewer System Assessment	On-Going	\$150,000	\$150,000
Sewer System Repairs	On-Going	\$300,000	\$300,000
CIP Contingency		\$250,000	\$250,000
Total		\$7,957,122	\$5,369,481



FY25 PROJECT SHEET

Town Complex (Campus) Facilities Analysis

Description: The facilities analysis will develop a revised improvement plan of the Townhall Complex to meet the current demands of the Town Hall, Police Department and Public Works facilities. The plan will identify existing functions, capacities and operational efficiencies; development solutions for a secure and safe environment for staff and the public. This plan will analyze building systems and maintenance in addition to workspaces.



Capital Cost	FY25
Planning/Study	\$250,000
Total	\$250,000

Funding Source: General Fund

Next Council Action: Council contract approval



TOWN COMPLEX PROJECT (CONT.)

Paradise Valley Space Needs Assessment (2016/2017) by Corgan Associates, Inc.

Description: A Space Needs Assessment for the Town Complex three buildings: Police Department, Public Works and Town Hall. This study did not include maintenance or systems needs.



Goals	Focus
Identify Needs Analyze Workflow Recommend Solutions	Welcoming Lobby Appropriate Workspace Storage Adaptability Site Wayfinding Ease of Maintenance Optimize Meeting Space Security Optimal Adjacencies Fiscal Responsibility

Capital Cost	FY16-17
Planning/Study	\$79,065
Total	\$79,065



FY25 PROJECT SHEET

STREET SWEEPER REPLACEMENT

Description: The replacement of an aging street sweeper that was originally purchased in 2009. Ongoing maintenance on the current street sweeper leaves the sweeper out of service approximately 60% of the time.

The project leverages almost \$360,000 in Congestion Mitigation and Air Quality Improvement (CMAQ) funds allocated to the Maricopa Association of Governments (MAG).



Capital Cost	FY25
New Vehicle	\$381,622
Total	\$381,622

Funding Source: General Fund, CMAQ

Next Council Action: Purchase Contract



FY25 PROJECT SHEET

Police Department Training Facility / Remodel

Description: Design development in FY25 includes architectural and engineering plans, for the remodel and expansion of the existing Police Department facility to include new training spaces for defensive tactics and a shooting range.



Capital Cost	FY25	FY26	FY27
Design	100,000		
Construction		\$1,031,250	\$343,750
Total	\$100,000	\$1,031,250	\$343,750

Funding Source: General Fund

Next Council Action: Design Contract



FY25 PROJECT SHEETS

Doubletree Ranch Road Entry Monument

Description: Potential landscaping, signage, perimeter wall modifications, and utility screening at the corner of Doubletree Ranch Road and Scottsdale Road to beautify this town entry point; Revised conceptual alternatives and in-depth utility investigations is underway in FY24



Capital Cost	FY25
Design	\$90,000
Construction	\$260,000
Total	\$350,000

Funding Source: General Fund

Next Council Action: Review of Conceptual Design, Design Contract, Construction Contract

Mockingbird Lane – Lincoln to McDonald

Description: Installation of vertical curbs, sidewalk improvements to meet ADA requirements, driveway adjustments, and traffic calming measures.



Capital Cost	FY25
Design	\$150,000
Construction	\$2,828,500
Total	\$2,978,500

Funding Source: General Fund, CMAQ Funds

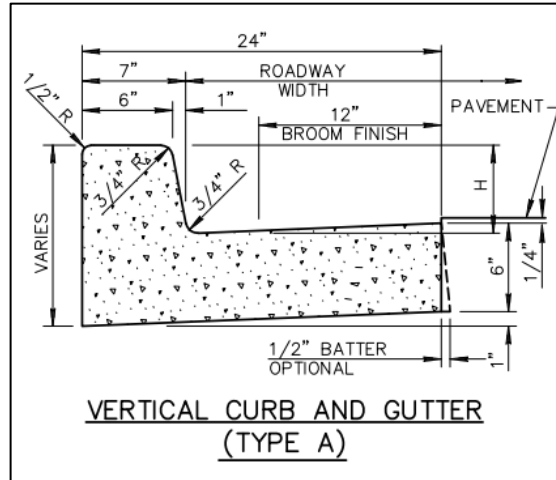
Next Council Action: Revised Concept Approval



FY25 PROJECT SHEETS

McDonald Drive Curbs – 40th Street to 44th Street

Description: Removal of existing asphalt curbs and replacement with new concrete curbs.



Capital Cost	FY25
Design	\$30,000
Construction	\$275,000
Total	\$305,000

Funding Source: General Fund

Next Council Action: Design Contract, Construction Contract

45th Street Curbs North of McDonald

Description: Remove and replace existing asphalt curbs on the west side of 45th Street with new concrete curbs.



Capital Cost	FY25
Design	\$10,000
Construction	\$85,000
Total	\$95,000

Funding Source: General Fund

Next Council Action: Design Contract, Construction Contract



FY25 PROJECT SHEETS

Miscellaneous Drainage Improvements

Description: Roadway drainage improvements at various locations townwide. Locations and projects are chosen and prioritized based on information provided by the Public Works Department related to storm clean up.



Capital Cost	FY25	FY26	FY27	FY28	FY29
Design	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Construction	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

Funding Source: General Fund, FCD Potential

Next Council Action: Design/Construction Contract

Miscellaneous Street Improvements (Various Locations)

Description: Improve roadway cross-slopes to mitigate ponding on roadway and prolong the life of the asphalt.



Capital Cost	FY25	FY26	FY27	FY28	FY29
Design	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Construction	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Total	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

Funding Source: General Fund

Next Council Action: Design/Construction Contract



FY25 PROJECT SHEETS

Mockingbird Lane Roadway – 56th Street to Invergordon

Description: Roadway improvements along the corridor to introduce traffic calming measures and prolong the life of the existing asphalt with a mill and overlay associated with the storm drains being installed



Mockingbird Lane Drainage – 56th Street to Invergordon

Description: Install storm drainage system in Mockingbird Lane between 56th Street to Invergordon, continuing north on Invergordon to Indian Bend Wash

Capital Cost	FY25	FY26
Design/CA	\$175,000	\$141,000
Construction	\$200,000	\$4,560,000
Total	\$375,000	\$4,701,000

Capital Cost	FY25	FY26	FY27
Design/CA	\$100,000	\$96,480	\$96,480
Construction	\$400,000	\$3,119,520	\$3,119,520
Total	\$500,000	\$3,216,000	\$3,216,000

Funding Source: General Fund

Next Council Action: Design Alternatives; CMAR/Construction Contract

Funding Source: General Fund, Flood Control District (65%)

Next Council Action: CMAR/Construction contract



FY25 PROJECT SHEETS

Highlands Drive Cul-De-Sac



Description: Cul-de-sac geometric improvement and pavement rehabilitation for safer turning movements.

Capital Cost	FY25
Design/CA	\$160,000
Construction	\$240,000
Total	\$400,000

Funding Source: General Fund

Next Council Action: Design Contract

56th Street Sidewalks - Mockingbird Lane to Doubletree Ranch Road

Description: Installation of new sidewalks along 56th Street. Sidewalk does not exist on the west side of 56th Street at the following locations:

- Mockingbird Ln to Mockingbird LN
- Mockingbird Ln to Tomahawk Trail
- Via Los Caballos to Doubletree Ranch Rd



Capital Cost	FY25	FY26	FY27
Design/CA	\$120,000		
Construction			\$650,000
Total	\$120,000		\$650,000

Funding Source: General Fund/CMAQ

Next Council Action: Design Contract



FY25 PROJECT SHEETS

Stormwater Master Plan

Description: Combination of modeling efforts from the Flood Control District of Maricopa County's Area Drainage Master Studies within the Town of Paradise Valley to identify high hazard areas. These high hazard areas will be reviewed against the Town's current storm drainage system and be reviewed more closely to identify future projects to help alleviate local potential flooding of properties, roadways, and erosion issues. Projects identified may be proposed as future capital improvement projects and submitted to Flood Control District of Maricopa County for cost participation.

Capital Cost	FY25
Study	\$632,000
Total	\$632,000

Funding Source: General Fund/FCD

Next Council Action: Council Check-Ins

SRP Undergrounding Conversion Rose Lane

Description: Undergrounding of three utility poles, associated overhead lines, and equipment within the back of lots adjacent to Palo Cristi and Rose Lane. Completing the district requires resident contributions in accordance with Resolution 813.



Capital Cost	FY25
Underground Conversion	\$320,000
Total	\$320,000

Funding Source: General Fund, Residents, SRP Aesthetics

Next Council Action: Design/Construction Contract



FY25 PROJECT SHEETS

Sewer System Assessment

Description: A new 5-Year Assessment of Town’s sewer system as required by the Town’s IGA with the City of Scottsdale. The assessment will identify and prioritize repair and rehab required to maintain the system.



Sewer System Repairs

Description: Completing repairs to the Town owned sewer system which were identified in the Sewer System Assessment. Repairs include sewer pipes lining and manholes rehab.

Capital Cost	FY25
Assessment	\$150,000
Total	\$150,000

Funding Source: Wastewater Fund

Next Council Action: Assessment Contract

Capital Cost	FY25	FY26	FY27	FY28	FY29
Construction	\$300,000	\$275,000	\$275,000	\$275,000	\$275,000
Total	\$300,000	\$275,000	\$275,000	\$275,000	\$275,000

Funding Source: Wastewater Fund

Next Council Action: Annual Construction Contract



THANK YOU!

Questions?





Action Report

File #: 24-150

AGENDA TITLE:

Discussion and Possible Action to Adoption of Resolution 2024-04 Authorizing the Acceptance of a \$359,868 Grant Awarded by the Federal Highway Administration (FHWA) through the Maricopa Association of Governments (MAG) for a New PM-10 Certified Street Sweeper; Authorizing Expenditure of the Town's Required Contribution; and Approval of Linking Agreement with NESCON, LLC for Purchase of a PM-10 Certified Street Sweeper

RECOMMENDATION:

Adopt Resolution 2024-04 and approve contract CON-24-038-PBW with Nescon, LLC in an amount not to exceed \$384,660.85, and waive the 14-day waiting period to execute the agreement.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew Ching, Town Manager
Isaac Chavira, Public Works Director
Jerry Cooper, Public Works Superintendent

DATE: April 25, 2024

DEPARTMENT: Public Works
Isaac Chavira, 480-348-3540

AGENDA TITLE:

Discussion and Possible Action to Adoption of Resolution 2024-04 Authorizing the Acceptance of a \$359,868 Grant Awarded by the Federal Highway Administration (FHWA) through the Maricopa Association of Governments (MAG) for a New PM-10 Certified Street Sweeper; Authorizing Expenditure of the Town's Required Contribution; and Approval of Linking Agreement with NESCON, LLC for Purchase of a PM-10 Certified Street Sweeper

RECOMMENDATION:

Adopt Resolution 2024-04 and approve contract CON-24-038-PBW with Nescon, LLC in an amount not to exceed \$384,660.85, and waive the 14-day waiting period to execute the agreement.

SUMMARY STATEMENT:

The Maricopa Association of Governments (MAG) Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2024 CMAQ Funding on November 29, 2023. The MAG Transportation Improvement Program (TIP) has programmed Congestion Mitigation and Air Quality (CMAQ) federal funds available to the Town for the procurement of PM-10 Certified Street Sweeper. To meet the CMAQ requirements, the Street Sweeper must be certified by the South Coast Air Quality Management District (SCAQMD) as meeting SCAQMD Rule 1186 certification standards.

Resolution 2024-04 authorizes the Town Manager to execute any documents in connection with (i) the initial purchase of the Street Sweeper with Town funds, and (ii) accepting the grant award for reimbursement of the \$359,868 of the total cost.

The Town is utilizing the City of Tempe competitively procured contract No. T23-003, which permits cooperative use by other government agencies.

BUDGETARY IMPACT:

The Town will make all payments directly to the vendor and be responsible for all costs incurred for the Street Sweeper in the amount of \$384,660.85. Staff is asking to use contingency budget for the initial purchase with the expectation that \$359,868 will be reimbursed with the CMAQ grant through MAG. It is anticipated that the Town's net cost will be \$24,792.85. Within 30 days after payment for the Street Sweeper, the Town will submit an invoice, including all back up documents, to ADOT for review and approval, of eligible costs incurred by the Town for the purchase of the Street Sweeper.

ATTACHMENT(S):

- A. Staff Report
- B. Resolution 2024-04
- C. MAG Award Letter
- D. CON-24-038-PBW Linking Agreement with Nescon, LLC

RESOLUTION NUMBER 2024-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARDED BY THE FEDERAL HIGHWAY ADMINISTRATION THROUGH THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATED TO PURCHASING A STREET SWEEPER; AND AUTHORIZING THE TOWN MANAGER TO ACCEPT THE GRANT AWARD AND EXECUTE DOCUMENTS RELATED TO THE PURCHASE OF THE STREET SWEEPER.

WHEREAS, the Town of Paradise Valley (the “Town”) submitted a grant application to the Maricopa Association of Governments’ (“MAG”) Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2024 Congestion Mitigation and Air Quality (“CMAQ”) Funding (the “List”); and

WHEREAS, MAG approved the List on November 29, 2023, making CMAQ federal funds available to the Town for the procurement of a PM-10 Certified Street Sweeper (the “Street Sweeper”).

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The grant awarded by the Federal Highway Administration through MAG for reimbursement of \$359,868 of the total cost to purchase the Street Sweeper, is hereby accepted; the remaining balance of the cost (anticipated to be \$24,792.85) will be paid by the Town.

Section 3. The Town Manager is hereby authorized to (i) accept, execute, and deliver the grant award and any agreement resulting from the purchase of the Street Sweeper on behalf of the Town, and (ii) procure the Street Sweeper, which is anticipated to have a total cost of \$384,660.85, prior to receipt of the MAG funding.

Section 4. The Mayor, the Town Manager, the Town Attorney, the Public Works Director and the Town Clerk are hereby authorized and directed to execute any and all documents and any other necessary or desirable instruments connected with the grant award and to take all steps necessary to carry out the purpose and intent of this Resolution.

(Signatures on following page)

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 25th day of April, 2024.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew McGuire, Town Attorney

March 26, 2024

Mr. Andrew Ching, Manager
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

Dear Mr. Ching:

On March 26, 2024, the Maricopa Association of Governments (MAG) received notification from the Arizona Department of Transportation (ADOT) that the agreement for the transposition of federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds for MAG Highway User Revenue Funds has been completed for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2024. On November 29, 2023, the MAG Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2024 CMAQ Funding. One PM-10 certified street sweeper project requested by the Town of Paradise Valley has been approved for FY 2024 funding for an amount not to exceed \$359,868 (see Attachment One). The Town of Paradise Valley may proceed with the purchase of the proposed street sweeper project for FY 2024. In the project application, the Town of Paradise Valley agreed to provide a 5.7 percent cash match. **We are requesting that the FY 2024 street sweeper be purchased and the reimbursement request be sent to MAG by March 26, 2025.**

For the FY 2024 street sweepers, MAG member agencies may procure their own street sweepers. Reimbursement requests are to be sent to MAG. After MAG reviews the reimbursement request, MAG will send the reimbursement documentation to ADOT and then ADOT will issue the reimbursement check to the local agencies. Additional details are provided below.

1. Eligibility - Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated February 18, 2022 (see Attachment Two). It is important to note that not all sweepers on the list are eligible for funding. At this time, the MAG street sweeper program will continue to fund only conventionally fueled vehicles to reduce PM-10 until more is understood on which technology is best suited for the region. On September 27, 2023, the MAG Regional Council accepted the MAG Regional Electrification Readiness Strategic

Plan that provides a foundation for the future implementation of electrified mobility, especially electric vehicle charging infrastructure.

It is assumed that, at a minimum, the grant funded street sweeper will be used in accordance with the lane miles and sweeping cycle submitted with the project application.

2. Procurement – For the FY 2024 street sweeper projects, MAG member agencies may procure their PM-10 certified street sweepers. The procurement of the street sweepers must conform to applicable state and local procurement regulations for the purchase of the certified street sweeper. In March 2024, ADOT completed the transposition of federal CMAQ funds for MAG Highway User Revenue Funds for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2024.
3. Annual Inventory - According to ADOT policy, MAG is responsible for conducting and submitting an annual inventory of the certified street sweepers owned by the jurisdictions to ADOT by October 31. For the annual inventory, MAG will contact the jurisdictions to obtain information on each street sweeper.
4. Reimbursement - MAG is requesting that the sweepers be purchased and reimbursement request be sent to MAG by **March 26, 2025**. Since ADOT determined that there are no street sweeper manufacturers that can meet FHWA's Buy America requirements, the federal CMAQ funds have been transposed to Highway User Revenue Funds for reimbursement to the member agencies. Additional costs for equipment beyond the specifications necessary for compliance with Rule 1186-certification are not eligible for reimbursement. Examples of additional street sweeper equipment not eligible for reimbursement are provided in Attachment Three.

Within 30 days after payment for the street sweeper, submit a copy of the vendor invoice along with all back-up documentation to the attention of Dean Giles at MAG. MAG will review the reimbursement request, ADOT Payment Report Form, and send the invoice documentation to ADOT and ADOT will reimburse the Town of Paradise Valley for an amount not to exceed \$359,868 for the FY 2024 sweeper.

Documentation that includes a description of the street sweeper, the vehicle identification number, name of title holder, the cost of the vehicle (copy of invoice with detailed cost information on optional equipment, bill of sale, etc.), and the location where the sweeper is kept when it is not in use, should be provided. Also,

Mr. Andrew Ching, Manager

March 26, 2024

Page 3

please provide the name of the contact person for the sweeper and telephone number.

5. Disposition – **The ADOT Federal Property Management Standards (see Attachment Four) requires that each jurisdiction obtain ADOT approval prior to disposal of a grant funded street sweeper.** Each jurisdiction is to request disposal of a street sweeper in writing to MAG. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction.

For disposal of an older grant funded street sweeper through any means, the federal awarding agency is entitled to a share of the proceeds. According to the ADOT Federal Property Management Standards for disposition through a trade-in or sale, an amount of the proceeds entitled to the federal awarding agency will be calculated and applied toward the cost of the new street sweeper and an amount based on the percentage of the jurisdiction's participation in the original sweeper may be used to offset the amount of local cash match required.

On November 29, 2023, the MAG Regional Council approved the prioritized list of proposed PM-10 certified street sweeper projects for FY 2024 CMAQ funding. Also, on January 31, 2024, the MAG Regional Council approved the FY 2024 Closeout Programming that includes an additional \$2,312,163 in FY 2024 CMAQ funding for street sweepers on the prioritized list.

If you have any questions or require additional information, please contact Dean Giles at 602-452-5013 or dgiles@azmag.gov.

Sincerely,



Ed Zuercher
Executive Director

cc: Isaac Chavira, Public Works Director, Paradise Valley
Jerry Cooper, Public Works Superintendent, Paradise Valley
Amy Rebenar, Management Analyst, Paradise Valley

Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2024 CMAQ Funding Approved by the MAG Regional Council on November 29, 2023

\$1,344,969 in CMAQ Funding is Available for Sweeper Projects + + +

											Supplemental Information			
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **	
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No			
Phoenix #1	\$423,376	\$25,591	\$448,967	329	\$502				✓	✓		McDonald Dr to Pecos Rd; 7th Ave to 64th St	35	
Mesa #1	\$362,097	\$21,887	\$383,984	217	\$653				✓	✓		Northwest Mesa from Price (L101) to Gilbert Rd; Brown Rd to Elliot Rd	7	
Phoenix #2	\$423,376	\$25,591	\$448,967	91	\$1,810				✓	✓		Pinnacle Peak Rd to Camelback Rd; 43rd Ave to 32nd St	35	
Mesa #2 ++	\$362,097	\$21,887	\$383,984	73	\$1,923		✓			✓		Southeast Mesa from Baseline Rd to Germann Rd; L202 to Meridian Rd	7	
Subtotal	\$1,570,946													
Amount Available	\$1,344,969													
Balance	(\$225,977)													

											Supplemental Information		
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
						Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Maricopa	\$346,176	\$20,925	\$367,101	64	\$2,123	✓				✓		Maricopa Casa Grande Hwy from Russell Rd to Warren Rd; SR347 from north city limits to Steen Rd	3
Scottsdale	\$352,581	\$21,312	\$373,893	61	\$2,242				✓	✓		L101 to 64th St; Chaparral Rd to Thunderbird Rd	7
Tolleson	\$333,577	\$20,163	\$353,740	53	\$2,444		✓	✓	✓	✓		McDowell Rd to Buckeye Rd; 107th Ave to 75th Ave	3
Queen Creek	\$329,895	\$19,941	\$349,836	37	\$3,507		✓			✓		Crismon Rd to Ironwood Rd; SR24 to Empire Rd	5
Paradise Valley #1	\$359,868	\$21,752	\$381,620	24	\$5,798				✓	✓		Townwide	2
Paradise Valley #2	\$359,868	\$21,752	\$381,620	13	\$10,631				✓	✓		Townwide	2
Mesa #3	\$364,089	\$22,007	\$386,096	0.4	\$404,954				✓	✓		Falcon Field area	7
Total	\$4,017,000												

Applications for Maricopa, Mesa #1, Phoenix #1, Phoenix #2, Queen Creek and Scottsdale indicate sweeping within four miles of a PM-10 monitor.

Application for Phoenix #1 indicates sweeping in Salt River Area.

Applications for Maricopa and Queen Creek indicate sweeping in Pinal County.

* Total cost for the CMAQ eligible portion of the project; excludes ineligible equipment.

** The total number of certified street sweepers owned and operated by the agency, regardless of funding source.

++ For the Mesa #2 sweeper project, initial funding of \$136,120 is available in FY 2024 CMAQ. The remaining \$225,977 of the \$362,097 requested for the project may become available due to year-end closeout including any additional funding received by the region.

+++ On January 31, 2024, the MAG Regional Council approved the FY 2024 Closeout Programming that includes an additional \$2,312,163 in FY 2024 CMAQ funding for the remaining balance for the Mesa #2 sweeper project (\$225,977), and the Maricopa (City), Scottsdale, Tolleson, Queen Creek, Paradise Valley #1, and Mesa #3 projects.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER South Coast AQMD RULE 1186 (AS OF FEBRUARY 18, 2022)

South Coast AQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various South Coast AQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The South Coast AQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Area Sources, at (909) 396-2390, or areasources@aqmd.gov.



Cleaning the air that we breathe...

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF FEBRUARY 18, 2022

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
CHALLENGER MANUFACTURING	CHALLENGER	<ul style="list-style-type: none"> • THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
CURBTENDER* (*formerly Wayne Sweepers)	CENTURION	<ul style="list-style-type: none"> • SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM (GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS) • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM • GLAZED, POLYESTER FILTER SYSTEM (MAINTAINED TO ENSURE PROPER INTEGRITY)

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
CURBTENDER* (*formerly Wayne Sweepers)	GLADIATOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
CURBTENDER* (*formerly Wayne Sweepers)	WARRIOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • LOUVERED CENTRIFUGAL DUST SEPARATOR • ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER • TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	CROSSWIND J	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	REGENX RM	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	PELICAN P & S PELICAN SE (WET SUPPRESSION)	<ul style="list-style-type: none"> • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	PELICAN P (WATERLESS SUPPRESSION)	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • ONE OR TWO CENTRIFUGAL DUST EVACUATION FAN(S) TO PROVIDE SUBSTANTIALLY SIMILAR AIRFLOW WITHIN A NORMAL OPERATING RANGE • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST REMOVAL
ELGIN	PELICAN P (COMBINATION)	<ul style="list-style-type: none"> • ALL OF THE FEATURES OF THE WET AND WATERLESS SUPPRESSION PELICAN P STREETSWEeper WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	EAGLE E EAGLE F EAGLE (CNG) BROOM BEAR ROAD WIZARD	<ul style="list-style-type: none"> • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	EAGLE F (WATERLESS)	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • CENTRIFUGAL DUST EVACUATION FAN • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST CONTROL
ELGIN	EAGLE F (COMBINATION)	<ul style="list-style-type: none"> • ALL OF THE FEATURES OF THE WET AND WATERLESS EAGLE F STREET SWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE
ELGIN	BROOM BEAR PLUG-IN HYBRID ELECTRIC	<ul style="list-style-type: none"> • FOUR (4) 0.060 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • ELECTIC DRIVEN WATER PUMP TO PROVIDE MINIMUM 80 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	GEOVAC	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	WHIRLWIND MV	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
GLOBAL ENVIRONMENTAL PRODUCTS	M3 R3 R4 M4 M4 HSD M4E Zero Emissions	<ul style="list-style-type: none"> • ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	<ul style="list-style-type: none"> • FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR • TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM • ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	3000 MX450 4000 4000 SDS MST 350	<ul style="list-style-type: none"> • ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	VT605 VT610 VT650 V501 V651 V801	<ul style="list-style-type: none"> • TWO (2) 0.039 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • THREE (3) 0.042 INCH DIAMETER ORIFICE NOZZLES PER SUCTION BROOM • THREE (3) 0.039 INCH DIAMETER ORIFICE NOZZLES PER SUCTION NOZZLE • MULTI-POSITION SUCTION NOZZLE TWO ARM FACILITY • ONE (1) 0.042 INCH DIAMETER ORIFICE NOZZLE FOR THE IMPELLER FAN • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	770 CYCLONE/ RT655	<ul style="list-style-type: none"> • THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NESCON	X-BROOM	<ul style="list-style-type: none"> • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
NITEHAWK	RAPTOR II REGENERATIVE AIR SWEEPER ** ** EQUIPPED WITH PM-10 OPTION PACKAGE	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS • WATER PUMP TO PROVIDE 70 PSI WATER PRESSURE <p align="center"><u>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</u></p>
SCHWARZE	EV-1	<ul style="list-style-type: none"> • TWELVE (12) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION CLEANED THREE TIMES PER-MINUTE • FILTRATION SYSTEM ACTIVE AT ALL TIMES

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	EV-2	<ul style="list-style-type: none"> • EIGHT (8) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM OPERATED AT ALL TIMES • EACH FILTER CLEANED THREE TIMES PER MINUTE
SCHWARZE	DXR	<ul style="list-style-type: none"> • POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM ACTIVE AT ALL TIMES • FILTRATION CLEANED FOUR TIMES PER MINUTE AND A HALF
SCHWARZE	A4000/ A4STORM	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER ON SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	M5000/M6000/ M6AVALANCHE	<ul style="list-style-type: none"> • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES ON MAIN BROOM • THREE (3) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTERBROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF FEBRUARY 18, 2022

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	A 7000/ A7 TORNADO A7 ZEPHYR A 8000/ A8 TWISTER A 9000/ A9 MONSOON	<ul style="list-style-type: none"> • SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE	S348-I/ SUPERVAC VORTEX S348-LE/ SUPERVAC GALE FORCE SUPERVAC SUPER UPDRAFT	<ul style="list-style-type: none"> • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
STEWART-AMOS	STARFIRE S-4, S-5, AND S-6	<ul style="list-style-type: none"> • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS • TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
PYTHON	S2000	<ul style="list-style-type: none"> • FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF A 36 INCH FILL DIAMETER REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH 42 INCH DIAMETER GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION <p><i><u>PLEASE NOTE THAT THE GUTTER AND REAR BROOM SIZES ARE DIFFERENT THAN THE STANDARD MODEL</u></i></p>
PYTHON	S3000	<ul style="list-style-type: none"> • FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF FEBRUARY 18, 2022

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TENNANT	SENTINEL	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 / 831 II	<ul style="list-style-type: none"> • GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	600 600 BAH FHD 500X	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • FRONT DEBRIS DEFLECTOR CURTAIN ASSEMBLY PARALLEL TO THE PICK UP HEAD • LOW EMISSION DUST GUARDS (ONLY APPLICABLE TO CABOVER TRUCKS) • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
TYMCO	DST -4	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	DST - 6	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
VACALL	VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	<ul style="list-style-type: none"> • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
WAYNE SWEEPERS* (*acquired by Curbtender)	CENTURION	<ul style="list-style-type: none"> • SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • <i>(GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS)</i> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM
WAYNE SWEEPERS (*acquired by Curbtender)	GLADIATOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
WAYNE SWEEPERS (*acquired by Curbtender)	WARRIOR	<ul style="list-style-type: none"> • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF FEBRUARY 18, 2022

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ADDITIONAL NOTES:

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

May 19, 2017

**EXAMPLES OF ADDITIONAL STREET SWEEPER EQUIPMENT
NOT ELIGIBLE FOR REIMBURSEMENT**

1. Automatic lubrication system
(Autolube, grease jockey system)
2. Hopper access step
3. Hydrant hopper wash down system
4. Conveyer flush kit with hydrant
5. 1000 pounds per square inch (PSI) wand
6. Dual HiBack air-suspended seats
7. Hand hose
8. Hopper sound suppression
9. Right hand steer chassis upcharge
10. Air horn (reimbursable when
conventional electric horn is not
included)
11. AM/FM radio; CD
12. Training
13. Magnet bar
14. Stainless steel hopper
15. Sweeper, truck and wheel yellow paint
16. Additional roof-mounted air
conditioner
17. Holder rear mount for five-gallon pail
18. Cigarette lighter with 12v
19. Foam filled tire
20. Window tinting
21. Move exhaust port to left side of vehicle
22. John Deere auxiliary engine - Tier iT4



Infrastructure Delivery and Operations

MEMORANDUM

TO: PM 10 Street Sweepers Program Awardees

FROM: Lisa Pounds, Local Public Agency Manager

CC: Patrick Stone, Federal Aid Administrator

DATE: Tuesday June 11, 2019

RE: Interim Process for Disposition of Street Sweepers acquired with federal funds under FIN-11.08 Federal Property Management Standards Policy

This memorandum serves as notice to recipients and subrecipients of federal funds through a pass-through entity that acquire, in whole or in part, with federal funds or whose costs are charged to a project supported by a federal grant, of a change in procedure for the disposition of street sweepers owned by subrecipients. Due to administrative changes in the PM 10 Street Sweeper Program, ADOT Policy FIN-11.08 Federal Property Management Standards (attached) is in the process of being updated. In the interim, ADOT is requesting that subrecipients no longer forward funds resulting from the trade-in or sale without replacement of sweepers to the entity from which it received funds for the original purchase. Instead, the funds will need to be forwarded to ADOT. ADOT's Financial Management Services division will make adjustments to the current or future year distribution from the federal awarding agency.

Should you have any questions regarding this change in procedure, you may contact me at LPounds@azdot.gov or 602-712-8088.

Sincerely,

Lisa Pounds

Local Public Agency Manager



ARIZONA DEPARTMENT OF TRANSPORTATION POLICIES AND PROCEDURES

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010
Supersedes: FIN-11.08 (1/28/2010)
Responsible Office: Fixed Assets
Phone: (602) 712-8028

Review: October 18, 2012
Transmittal: 2010 - October
Page 1 of 9

8.01 PURPOSE

To establish uniform standards governing the use and disposition of property acquired, in whole or in part, with federal funds or whose cost was charged to a project supported by a federal grant.

8.02 SCOPE

This policy applies to all recipients or subrecipients of federal funds through a pass-through entity. The policy is limited to those items whose acquisition cost is at least \$5,000 per unit.

8.03 DEFINITIONS

Acquisition Cost	Net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges, such as the cost of installation, transportation, taxes, professional services, duty, or protective in-transit insurance can be included or excluded from the cost in accordance with generally accepted accounting principles.
Common Rule	<u>49 CFR 18</u> , Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, the federal regulation which governs all grants subject to this policy.
Federal Awarding Agency	Agency of the federal government that awards the grants. These agencies include, but are not limited to: A. United States Department of Transportation (DOT) 1. Federal Highway Administration (FHWA) 2. Federal Transit Authority (FTA) 3. Federal Aviation Administration (FAA) 4. Federal Motor Carrier Safety Administration (FMCSA) 5. National Highway Transportation Safety Administration (NHTSA) 6. Federal Railroad Administration (FRA) B. United States Department of the Interior (DOI) 1. Bureau of Indian Affairs (BIA) 2. Bureau of Land Management (BLM)

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 2 of 9

Grant	A sum of money given by one governmental entity to some other entity for the purpose of achieving some goal or supporting some program.
Pass-through Entity	A non-federal entity that provides a federal grant to a subrecipient to carry out a federal program.
Personal Property	Property which is non-financial in nature, which has a useful life of at least one year, and which is used in operations, except real property. Personal property is further classified as one of the following: A. Tangible—having physical existence. B. Intangible—having no physical existence, such as patents, software, inventions, and copyrights.
Real Property	Land, Buildings, Improvements, and related property rights, which are used in operations.
Recipient	A non-federal entity, such as ADOT, that expends federal awards received directly from a federal awarding agency to carry out a federal program.
Subrecipient	A non-federal entity that expends funds from a federal grant received from a pass-through entity to carry out a federal program. Examples would be Pima Association of Governments (PAG), Maricopa Association of Governments (MAG), as well as cities and towns, Metropolitan Planning Organizations (MPO's), and Councils of Government (COG's). An entity that receives funding from a subrecipient is also a subrecipient. (Note: The terms and conditions of the federal award are carried forward from the recipient to the subrecipient.)

8.04 PROCEDURES FOR ALL FEDERALLY-FUNDED PERSONAL PROPERTY

- A. When statutory authority exists, title to property purchased in whole or part with federal funds shall be vested in the recipient or subrecipient upon acquisition. The recipient or subrecipient is, however, responsible for adherence to any applicable federal program compliance requirements (49 CFR 18 Section 32).
- B. Use of Personal Property—federally-funded personal property may be used under the following conditions:
 - 1. Property shall be used by the recipient or subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds.
 - 2. When no longer needed for the original program or project, the property may be used in other activities currently or previously supported by a federal agency.
 - 3. The recipient or subrecipient shall make property available for use on other projects or programs currently or previously supported by the federal government, providing such use will not interfere with the work on the projects or programs for which it was originally acquired.

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 3 of 9

4. The recipient or subrecipient shall not use property acquired with grant funds to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by federal statute.
 5. When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency, as well as ADOT.

(Note: The federal awarding agency may be entitled to a share of the trade-in amount. Sections 8.04.1.1 and 8.04.1.2 show how this amount is calculated.)
 6. For ADOT-owned property, any such transactions are subject to the rules for disposal of ADOT property described in ADOT Policy FIN-11.02, 'Control and Inventory of ADOT Property.'
- C. Property obtained under a federal grant may be titled to, be in the physical custody of, and be carried on the financial statements of, a recipient or subrecipient. However, from the perspective of the federal awarding agency, ADOT is the agency to whom the federal agency has granted funds; as such, the federal awarding agency expects ADOT to ensure that federal regulations are followed.
- D. Federal regulations permit states to impose their own requirements on their subrecipients. The State of Arizona does have more strict requirements, which apply to ADOT's subrecipients, as they apply to ADOT. Therefore, transactions, as described herein, may be subject to approval by ADOT.
- E. In the normal course of business, ADOT may grant funds to a subrecipient (e.g. Maricopa Association of Governments, or MAG), which in turn grants them to its own subrecipient (e.g. a city or town). When this additional granting occurs, ADOT expects that ADOT's subrecipient will ensure compliance with all federal and state requirements, and further expects that ADOT's subrecipient (MAG, in this example) will handle all communications with its subrecipient, including, but not limited to:
1. The gathering of information to complete the annual inventory, as described in Section 8.06 of this policy, 'Inventorying Federally-Funded Property Owned by Subrecipients.'
 2. All rules governing the disposition of federally-funded property, as described in Section 8.07 of this policy, 'Disposition of Federally-Funded Property Owned by Subrecipients.'
- F. All federally-funded property, regardless of whether title is held by ADOT or by a subrecipient, is subject to the provisions of 49 CFR 18, also known as the Common Rule.
- G. Property management requirements for federally-funded personal property include:
1. Maintain property records that contain:
 - a. description of property
 - b. vendor
 - c. model
 - d. manufacturer
 - e. serial number

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 4 of 9

- f. name of title holder
 - g. acquisition date
 - h. cost of property
 - i. accumulated depreciation
 - j. net book value
 - k. federal awarding agency
 - l. percentage of federal participation
 - m. percentage of recipient or subrecipient participation
 - n. location, use, and condition of property
 - o. date of disposal and sale price or trade-in value
 - p. contact person, with phone number
2. An annual physical inventory, which includes a report of all assets purchased in whole, or in part, with funds from the federal awarding agency when required by that agency. For property owned by ADOT, the inventory must reconcile to the financial statements as of the end of ADOT's fiscal year (June 30). Guidelines for inventorying property owned by subrecipients are discussed in Section 8.06, 'Inventorying Federally-Funded Property Owned by Subrecipients.' In either case, the inventory is to be submitted to the federal awarding agency by October 31.
 3. A control system to prevent loss, damage, or theft.
 4. Adequate maintenance procedures.
 5. Sales procedures (if authorized or required to sell property) which ensure the highest possible return.
- H. Disposition of Personal Property—When original or replacement equipment is no longer needed for the original program or project, or for other activities currently or previously supported by a federal agency, the property may be sold, with the federal awarding agency having the right to a share of the proceeds. Examples of how this share is calculated are shown in Sections 8.04.I.1 and 8.04.I.2 of this policy.
- I. Federal Awarding Agency's Share of Sale Proceeds: When a recipient or subrecipient sells, by any means (e.g. trade-in, auction, etc.), property purchased with federal funds, the federal awarding agency is entitled to a share of the proceeds, calculated using one of the following methods:
1. The federal awarding agency has the right to a calculated amount:

Current market value Or proceeds from sale (including trade-in)	X	Awarding agency's share (federal participation %) of the equipment
--	---	--

If the grant agreement calls for the recipient or subrecipient to fund a percentage of the purchase price, that purchase price is calculated net of the trade-in amount, regardless of how much, if any, of the trade-in amount the federal awarding agency is entitled to.

Example: The following facts are assumed:

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 5 of 9

- Purchase price of replacement property—\$200,000
- Trade-in allowance provided by vendor—\$20,000
- Net invoice price—\$180,000
- Percent of new property to be funded by subrecipient—20%
- Percent of traded-in property which was funded by federal awarding agency—85%

In this example:

- Amount of trade-in allowance to federal awarding agency—\$17,000 ($\$20,000 \times 85\%$ federal share on traded-in property)
 - Amount of trade-in allowance to subrecipient—\$3,000 ($\$20,000$ less $\$17,000$)
 - Amount of purchase of new property funded by subrecipient—\$36,000 ($\$180,000 \times 20\%$ local share)
 - Amount of cash outlay by recipient or subrecipient—\$33,000 ($\$36,000$ less $\$3,000$)
2. Should the property include an attachment not eligible for federal participation, the trade-in allowance will be pro-rated between the original purchase and the attachment based on their relative costs. It is the responsibility of the recipient or subrecipient to provide documentation of these costs.

Example: The following facts are assumed:

- Purchase price of replacement property—\$200,000
- Trade-in allowance provided by vendor—\$20,000
- Net invoice price—\$180,000
- Percent of new property to be funded by subrecipient—20%
- Purchase price of federally-funded traded-in property—\$90,000
- Purchase price of subrecipient-funded attachment, not eligible for federal participation—\$10,000
- Total cost of traded-in property—\$100,000
- Percent of traded-in property allocated to subrecipient-funded attachment—10% ($\$10,000 / \$100,000$)
- Percent of traded-in property which was funded by federal awarding agency (before accounting for attachment)—85%

In this example:

- Amount of trade-in allowance directly allocated to subrecipient—\$2,000 ($\$20,000 \times 10\%$ not eligible for federal participation)
- Amount of trade-in allowance allocated to original purchase—\$18,000 ($\$20,000$ less $\$2,000$)
- Amount of remaining trade-in allowance to federal awarding agency—\$15,300 ($\$18,000 \times 85\%$ federal share on traded-in property)
- Amount of regaining trade-in allowance to subrecipient—\$2,700 ($\$18,000$ less $\$15,300$)
- Total trade-in allowance to subrecipient—\$4,700 ($\$2,000$ plus $\$2,700$)

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 6 of 9

- Amount of purchase of new property funded by subrecipient—\$36,000 (\$180,000*20% local participation on new property)
- Amount of cash outlay by subrecipient—\$31,300 (\$36,000 less \$4,700)

3. If appropriate disposition action is not taken by the recipient/subrecipient of the equipment, the federal awarding agency may direct the action to be taken.

J. Salvage Credits—Any proceeds received from the sale of salvage or scrap material are to be credited to the project to which the material was originally charged, or to a similar project.

8.05 PROCEDURES FOR ALL FEDERALLY-FUNDED REAL PROPERTY

A. Title to real property under a grant will vest, upon acquisition, in the recipient or subrecipient, as applicable. The recipient or subrecipient is, however, responsible for adherence to any applicable federal program compliance requirements under the Code of Federal Regulations (CFR) 49 CFR 18 Section 31.

B. Real property will be used for the originally-authorized purposes for as long as is needed for those purposes, and the recipient or subrecipient shall not dispose of or encumber its title or other interests.

C. When real property is no longer needed for the originally-authorized purpose, the subrecipient will notify ADOT, in writing, of its intentions regarding the property. One of the following options is to be selected:

1. Retention of title, after compensating the awarding agency an amount computed by multiplying the awarding agency's percentage of participation by the fair market value of the property. If real property acquired with federal funds is disposed of and replaced with real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. Sale of property, with the awarding agency being compensated in an amount equal to the awarding agency's percentage of participation by the sales price, after reducing said price by actual and reasonable selling and fix-up expenses. Procedures shall be in place to provide for as competitive a sales process as practicable, with the intent of realizing the highest possible return.

(Note: Examples of how to calculate the federal awarding agency's share of the sales proceeds are found in Sections 8.04.I.1 and 8.04.I.2 of this policy.)

3. Transfer of title to the awarding agency, with the recipient or subrecipient being compensated in an amount calculated by multiplying the recipient's or subrecipient's percentage of participation by the fair market value of the property.

8.06 INVENTORYING FEDERALLY-FUNDED PROPERTY OWNED BY SUBRECIPIENTS

When required by the federal awarding agency, an annual inventory is submitted of all assets purchased, in whole or in part, with federal funds, regardless of whether or not the property is in ADOT's physical custody or is carried on ADOT's financial statements. For property owned either by ADOT's subrecipients (e.g. MAG), or a subrecipient's subrecipients (e.g. a city or town), the following rules must be followed.

A. The inventory from all subrecipients must include all information described in 8.04.G.1 of this policy.

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 7 of 9

- B. The inventory must reconcile to the financial statements as of the end of the entity's fiscal year (generally June 30).
- C. The inventory must be submitted by ADOT's subrecipient (e.g. MAG) to the ADOT Fixed Assets Manager by October 31.

8.07 DISPOSITION OF FEDERALLY-FUNDED PROPERTY OWNED BY SUBRECIPIENTS

- A. When federally-funded property is removed from service, voluntarily or otherwise, all parties involved must adhere to both federal and State of Arizona requirements. While federal requirements apply primarily to capital assets, those assets costing at least \$5,000 per unit, the State of Arizona has more strict requirements, both in terms of the processes to be followed and the fact that the State's requirements apply to all property, not just property costing at least \$5,000 per unit.
- B. No property is to be transferred to another entity, removed from the physical custody of the subrecipient, or deleted from the subrecipient's financial records without written approval from the ADOT Fixed Assets Manager. This approval will be communicated through ADOT's subrecipient (e.g. MAG).
- C. When property has been disposed of, it is the responsibility of the subrecipient to make sure the property is not included in the next inventory forwarded to ADOT, as described in Section 8.06 of this policy.
- D. When the subrecipient has received its funding from ADOT's subrecipient (e.g. a city receiving funding from MAG), the flow of communication, and any required documentation, is as follows. All of this communication must be in writing.
 - 1. The subrecipient (e.g. city) will inform MAG.
 - 2. MAG will inform the ADOT Fixed Assets Manager.
 - 3. The ADOT Fixed Assets Manager will inform MAG of the approval and of any additional required steps.
 - 4. MAG will inform the subrecipient (e.g. city).
- E. The following are requirements which are unique to the various categories of disposition:
 - 1. **MISSING/STOLEN**—The subrecipient must obtain a police report from a local law enforcement agency.
 - 2. **ACCIDENTAL DESTRUCTION**—The subrecipient must provide details about the destroyed property.
 - 3. **DONATION**—Approval of both the federal awarding agency and ADOT are required prior to any donation.
 - 4. **SURPLUS**—When property obtained under a federal grant is no longer needed for the purpose for which it was obtained, the property may be used in other activities currently or previously supported by a federal agency. When the subrecipient has determined that no such use is available, the property may be removed from service ('surplused'). Approval of both the federal awarding agency and ADOT are required.
 - 5. **CANNIBALIZATION/ON-SITE DESTRUCTION**—When it is determined that federally-funded property has value as a component of other property ('cannibalization') or if it is

determined that the most effective way to dispose of such property is to destroy it on-site, an email, letter, or memorandum must be submitted and forwarded to the ADOT Fixed Assets Manager. This email, letter, or memorandum must contain the property's description, pictures of the property, and the reason for the request.

6. **TRADE-IN/SELLING WITH REPLACEMENT**—Trading in federally-funded property as partial payment on replacement property, or selling, may be done with approval of both the federal awarding agency and ADOT. The subrecipient must send an email, letter, or memorandum; this email or memorandum must include a complete description of the item(s) to be traded, a complete description of the item(s) to be purchased, a copy of the vendor quote which specifies price, trade-in amount, and net cost, and the reason for the request. No purchase order should be placed for replacement equipment without affirmative approval of the ADOT Fixed Assets Manager. For selling, the subrecipient must prepare an email, letter, or memorandum including the same information as for a trade-in, except that the manner of the sale is to be specified. The federal awarding agency is entitled to a share of the proceeds per the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy, as applicable.

7. **TRADE-IN/SELLING WITHOUT REPLACEMENT**—If a subrecipient wants to sell federally-funded property without intending to obtain replacement within the next funding cycle, the subrecipient may do so. However, the federal awarding agency is still entitled to its share of the proceeds, per the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy, as applicable. The forwarding of this share is administered using either of the following methods:

- a. The subrecipient forwards the funds to the entity from which it received funds for the original purchase. If a city or town is selling the property, the funds would be forwarded to the subrecipient (in this example, MAG, although it would apply equally to any subrecipient). In this example, or if MAG sells the property, MAG will account for the funds internally and make adjustments to the current or future year distribution from the federal awarding agency.
- b. The subrecipient notifies the entity from which it received funds for the original purchase (again, either MAG or ADOT, as applicable). Both the subrecipient and (in this example) MAG will track the funds, with the intent of properly applying the funds to a purchase of replacement property made at some future date.

F. **SALVAGE CREDITS**—If any proceeds are received from the sale of salvage or scrap material, the federal awarding agency is entitled to a share of these proceeds, as calculated in the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy.

8.08 SUPPLIES

Title to supplies acquired under a grant will vest, upon acquisition, in the recipient or subrecipient as applicable. If, after termination or completion of the award, there is a residual inventory of unused supplies whose fair market value exceeds \$5,000, and if the supplies are not needed for any other federally-sponsored programs or projects, the recipient or subrecipient shall compensate the awarding agency for its share.

8.09 COPYRIGHTS

The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work, such as a book, publication, or other copyrightable material developed under a grant, or contract under a grant.
- B. Any rights of copyright to which a recipient, subrecipient, or a contractor purchases ownership with grant support.

8.10 PATENTS

The inventor of a patentable invention developed under a federally-funded grant retains rights to the invention. All contracts initiated by any pass-through entity or subrecipient must include the following clause, suitably modified to identify the parties, 'The subrecipient or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subrecipient or contract, obtain rights in the subrecipient's or contractor's subject inventions (37 CFR Part 401).

8.11 CONTACT INFORMATION

The ADOT Fixed Assets unit may be contacted at:

206 S. 17th Avenue, Mail Drop 203B
Phoenix, AZ 85007
(602) 712-8028 (manager)
(602) 712-6592
Email: Fixedassets@azdot.gov

8.12 CORRESPONDING POLICIES

FIN-11.02 Control and Inventory of ADOT Property

8.13 CORRESPONDING FEDERAL REGULATIONS

37 CFR 401 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the Common Rule).



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on _____, 2024 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Nescon, LLC, a limited liability company authorized to do business in Arizona (the “**Contractor**”), whose principal place of business is located at 4638 E. Ingram Street, Mesa, AZ 85205. The Town and Contractor are the only parties to this Agreement; they are each individually a “**Party**,” and together they are the “**Parties**.”

RECITALS

- A. On August 19, 2022, after a competitive procurement process, the City of Tempe entered into Contract No. T23-003-01 with the Contractor (the “**Base Agreement**”) to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.
- B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

- 1. Scope of Work; Terms, Conditions, and Specifications.
 - 1.1. The Contractor shall provide the Town the goods and/or services, generally described as a PM-10 compliant street sweeper, and more particularly identified in the X-Broom Quote 2502 (the “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by reference.
 - 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

Exhibit C. For the purposes of this Agreement, all references to the City of Tempe in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the pricing set forth in **Exhibit B**. The total compensation for the street sweeper purchased under this Agreement shall not exceed **\$384,660.85**.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 18, 2024, unless terminated, canceled, or extended as otherwise provided in this Agreement.
 - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
 - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

NESCON, LLC
an Arizona limited liability company:

Andrew Ching, Town Manager

By: Daniel Clemons

Name: Daniel Clemons

Title: Sales Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

**EXHIBIT A
BASE AGREEMENT**

(See attached: Contract #T23-003-01 (Street Sweepers), August 19, 2022)



REQUEST FOR PROPOSAL

RFP# 23-003 STREET SWEEPERS

RFP ISSUE DATE:
JUNE 1, 2022

DEADLINE FOR INQUIRIES/QUESTIONS:
JUNE 16, 2022 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
JULY 5, 2022, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
ERIC KRAENZLE, C.P.M.
eric_kraenzle@tempe.gov
PHONE: 480-350-8548

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:
Bids@tempe.gov

No hard copy proposals will be accepted at this time.

Table of Contents

General Instructions	3
Standard Terms and Conditions	8
Special Terms & Conditions and Instructions	17
Scope of Work	22
Specifications	23
Proposal Questionnaire	30
Evaluation Criteria	34
Pricing Section	35
Vendor's Offer	37
Anti-Discrimination Policy	38
Supplier Sustainability Questionnaire	40
Checklist for Submittal	43
Attachment A	44

General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered. **It is critical to not wait until the last minute to press the send button for your submittal**
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. 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, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **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. Contractor also agrees that any 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.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe.
In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

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 City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Standard Terms and Conditions

- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

Standard Terms and Conditions

18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
 - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. 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 acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Standard Terms and Conditions

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
- [Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

Standard Terms and Conditions

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will 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 will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

Standard Terms and Conditions

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
 - C. All services will be performed in a good and workmanlike manner. Contractor’s warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City’s satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

Standard Terms and Conditions

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
8. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
9. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve months from the date of the last approved price increase.

Special Terms & Conditions and Instructions

- B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
- C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
10. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
11. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
12. **Change Order:** The Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's proposal and price response.
13. **Brand Name or Equal Specifications:** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purposes of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product., which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
14. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
15. **Minimum Warranty Period:** All equipment supplied under this resultant Contract shall be fully guaranteed by the Contractor for a minimum period of twelve-months from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications, shall be fully corrected by the Contractor (including parts and labor) without cost to the City.
16. **Descriptive Literature:** Offeror shall provide the City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the proposal. Failure to include required information or insufficient information may result in the Offer being rejected.
17. **Demonstration Models:** Demonstration units of the equipment offered must be available in the Tempe geographic area. The Procurement Office may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
18. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this

Special Terms & Conditions and Instructions

solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.

19. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
 - A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
20. **Manufacturer's Representative:** Offerors or dealers submitting a proposal as a manufacturer's representative must supplement the proposal with a letter from each manufacturer involved, certifying that the Offeror is a bona fide dealer for the specific equipment presented, that Offeror is authorized to submit proposal on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations pursuant to the Contract, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the Contract term and any renewal term(s).
21. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
22. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to ensure proper operation and utilization. Necessary manuals shall be furnished to the City for each piece of equipment at no cost to the City.
23. **Training Statement:** Each proposal shall include a complete statement of the training that shall be provided by the Contractor for equipment supplied.
24. **Training and Materials:** Contractor will provide the training and materials as specified in the Request for Proposal. Charges may be made for such services as specified in the Contract.
25. **Insurance:**
 - A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein.

Special Terms & Conditions and Instructions

In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the

Special Terms & Conditions and Instructions

naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- D. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. **Primary Coverage:** Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
 - F. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
 - G. **Waiver:** The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
26. **Liquidated Damages:** Delivery time is a critical factor for this procurement. Firms will indicate their best delivery time to deliver the item(s) specified. Since delivery time will be scored in relation to the responding field and since delivery is an important factor for this procurement, the City will apply liquidated damages to the awarded firm's Contract in order to ensure timely follow-through and performance. Liquidated damages will not be assessed in the form of a penalty but will be assessed as a means to cover costs that might be incurred due to the failure of the Contractor to deliver within the agreed to time-frame. The City will assess a deductive value of \$100.00 per calendar day for every day beyond the committed due date.

Scope of Work

The Maricopa Association of Governments (MAG) received notification from the Arizona Department of Transportation (ADOT) that the transposition of federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds for MAG Highway User Revenue Funds has been completed for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2022.

Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated August 27, 2021. See attachment A *South Coast Air Quality Management District Certified Street Sweepers under South Coast AQMD Rule 1186*

The City of Tempe (City) is issuing this Request for Proposal to establish a two-year contract with three one-year renewal options for the purchase of two (2) **single engine PM-10 compliant street sweepers**. Purchase orders will be issued immediately upon award of this contract.

It is preferred that the successful contractor have a local facility for warranty and maintenance repair work with factory-trained personnel on staff to perform such work.



Specifications

“Return this Section with your Response”

The following are the preferred minimum specifications for the street sweepers. Any exceptions to the stated specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe. Sweepers must be Rule 1186; PM-10 compliant.

I. Cab and Chassis		Vendor Response		
Cab		Yes	No	Exception
1.	2 door—not less than 33,000 GVWR – with dual operator controls. Conventional cab Specify Manufacturer Freightliner Specify Model M2 106 Specify Warranty Freightliner Warranty Coverage included	✓		
2.	Dual steering shall include right and left steering wheels, brake and throttle pedals, dual turn signal controls and tilt/telescopic adjustment.	✓		
3.	Dual windshield wipers and washers	✓		
4.	Dual sun visors	✓		
5.	Door windows shall be power assisted with controls easily accessible to the driver from either driving position	✓		
a	Motors shall be mounted inside the door and shall not protrude past door panel	✓		
6.	Dual 6” x 16” west coast mirrors with 8” convex mirror mounted at base of frame	✓		
7.	Factory installed heater and defroster	✓		
8.	Factory installed air conditioner	✓		
a	Air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally	✓		
9.	Tinted safety glass	✓		
10.	All windows, excluding windshield, to be covered with the darkest available high performance metalized film (compliant with local legal requirements)	✓		
11.	Seats are to be equipped with lumbar support and cloth covered	✓		
12.	12-volt power accessory receptacle within easy access of driver from either driving position – minimum 15-amp rating.	✓		
13.	Instruments for both right and left steer positions – Fuel, voltmeter, oil pressure, air pressure, water temperature, tachometer, transmission temperature, speedometer & DEF fluid level (if DEF is needed)	✓		
a	Each gauge shall be independently wired and grounded. Units with “Smart Gauges” will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	✓		
14.	LED chassis lighting package	✓		
15.	Radio – AM/FM/CD	✓		

Specifications

16.	Color – manufacturer's standard white (Dupont Imron or equal)	✓		
Chassis		Vendor Response		
		Yes	No	Exception
1.	GVRW – minimum 33,000 pounds	✓		
2.	Wheelbase, cab to axle and overhand shall meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	✓		
3.	Frame rails – high alloy steel, "C" channel, 80,000 psi yield strength, RBM is 1,000,000 or greater	✓		
a	No welding of frame rails or cross members	✓		
b	No drilling of frame rails	✓		
4.	Back up alarm – Ecco 210 or approved equal	✓		
5.	Heavy duty front bumper with frame mounted tow hooks	✓		
6.	Front Axle – 10,000 pound minimum	✓		12,000lb Front Axle
7.	Front Suspension – 10,000 pound tapered leaf with shock absorbers	✓		
8.	Rear Axle – 23,000 pound minimum	✓		
9.	Rear Suspension – Air preferred	✓		
10.	Rear End – two speed	✓		
11.	Brakes – dual circuit anti-lock, air	✓		
a	S cam actuators with automatic slack adjuster required	✓		
b	Air dryer with replaceable cartridge shall be included – spin on preferred	✓		
c	Air system to have air coupling or stem valve to allow pressurization of system from an outside source	✓		
d	Air tanks shall be plumbed to allow manual draining without getting under the vehicle	✓		
12.	Parking Brake – air activated; spring loaded	✓		
13.	A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	✓		
14.	Hydraulic power steering with reservoir mounted to allow checking and filling from ground level	✓		
15.	Tires – radial tubeless with standard highway tread	✓		
	Please state the tire size and ply rating of the front tires			11R22.5 / 14 Ply / Load Range G
	Please state the tire size and ply rating of the rear tires			11R22.5 / 14 Ply / Load Range G
16.	Wheels – Steel disc, 10-hole hub	✓		
Transmission		Vendor Response		
		Yes	No	Exception
1.	Allison automatic – 3500 RDS, 5 speed	✓		
a	Push button selector	✓		
b	Filter – spin on, located conveniently for service	✓		
c	Transmission oil to air cooler	✓		
2.	Transmission Must be supplied from the factory with Allison approved Transynd synthetic fluid	✓		
3.	Allison DTC 5-year extended warranty to be included	✓		
4.	State operating speeds			

Specifications

	Driving	0-75 MPH			
	Sweeping	No limit on sweeping speed. 0-10 MPH recommended.			
Engine			Vendor Response		
			Yes	No	Exception
1.	EPA compliant electronically controlled, water cooled, 4 cycle diesel engine.		✓		
	State Manufacturer	Cummins			
	State Model	L9			
	State Horsepower	300			
2.	Engine shall be capable of operating on B-20 bio-diesel without impacting engine performance or warranty		✓		
3.	It is required that engine, injectors, fuel pump and turbo be warranted for 5 years/100,000 miles with no deductible		✓		
4.	Air Cleaner – dry type – dual element		✓		
5.	Oil Filter – full flow, spin-on		✓		
6.	Cooling system must have the largest capacity available from manufacturer with coolant recovery system. Manufacturer must state that cooling system will keep the engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degrees Fahrenheit.		✓		
	a	Metal surge tank preferred		✓	Plastic Surge Tank
	b	If plastic tank is used, it must be warranted for a minimum of five years for workmanship, cracks, leaks or sun damage	✓		
	c	Require hoses (radiator, by-pass and heater) Gates Blue Stripe	✓		
	d	Hose clamps to be worm drive compatible with silicone rubber	✓		
7.	Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.		✓		
8.	Fuel Tank Capacity – 45 gallon preferred		✓		
	State tank capacity	50 Gallon			
9.	Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.		✓		
10.	Alternator – 12 volt Delco HD 130 amp minimum, or approved equal		✓		
	State alternator amperage	130 Amp			
11.	Batteries – 12-volt low, or maintenance free, 750 CCA minimum		✓		
12.	Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss		✓		
13.	Batteries housed in covered container that is resistant to corrosion and easily accessible for servicing		✓		
14.	Exhaust – vertical only		✓		
II	Sweeper – PM-10 Compliant				
Debris Hopper			Vendor Response		
			Yes	No	Exception
1.	Capacity – approximately 6 cubic yards volumetric		✓		
	State Capacity	6 Cubic Yards			
2.	Capacity – approximately 4.5 cubic yards material volume		✓		
	State Capacity	5 Cubic Yards Useable Volume			
3.	Hydraulic dump with direct acting cab mounted controls		✓		

Specifications

4.	Dump height at bottom of discharge door – 138” minimum	✓		
	State Dump Height 140”			
5.	Lift capacity approximately 14,000 lbs.	✓		
	State lift capacity 15,000lbs.			
6.	Hopper inspection door equipped	✓		
Gutter Brooms		Vendor Response		
		Yes	No	Exception
1.	Two – one left hand and one right hand	✓		
2.	Sweeping width of brushes to be adjustable from inside cab with a total reach of approximately 144”	✓		
3.	Brushes to be approximately 46” diameter steel wire with steel disc wear edge	✓		
	State diameter of brushes 46”			
4.	Reversible, variable speed hydraulically driven, speed independent of vehicle	✓		Applicable to all with the exception of reverse function
5.	Free floating with full sideways oscillation and adjustment, tilt to be adjustable by operator from the operator’s station in the cab	✓		
6.	Lateral and vertical positioning of each broom	✓		
7.	Down pressure shall be adjusted from cab	✓		
8.	Gutter brooms shall be independently controlled	✓		
9.	Both brooms shall have tilt capability from inside the cab while in operation	✓		
10.	Each gutter broom shall have independent adjustment for pattern and wear compensation	✓		
11.	Gutter broom linkages shall utilize greaseless type bushing/bearings with stainless steel pins	✓		
Pick-up Broom		Vendor Response		
		Yes	No	Exception
1.	Steel core – approximately 60” length	✓		
	State Length of broom 60”			
2.	Filled diameter – approximately 36”	✓		
	State diameter of broom 36”			
3.	Speed independent of vehicle speed	✓		
4.	Hydraulic drive motor. Interchangeability of hydraulic motors is preferred	✓		
5.	Full-floating	✓		
6.	Pneumatic direct action, lift control	✓		
7.	Self-aligning sealed anti-friction bearings	✓		
8.	Automatically adjusting system to compensate for road variations	✓		
Debris Conveyor		Vendor Response		
		Yes	No	Exception
1.	Elevator bottom – abrasive resistant, replaceable steel plate (bolt in 2 piece)	✓		
2.	Speed independent of vehicle speed both forward and reverse	✓		
3.	Hydraulic drive motor. Interchangeability of hydraulic motors is preferred	✓		
4.	Elevator stall warning device – dash mounted	✓		
5.	Hydraulic drive elevator with rubber belts and replaceable squeegee bars.	✓		
6.	Conveyor width to match pick-up broom	✓		
7.	Conveyor located to feed from behind hopper	✓		

Specifications

8.	Elevator flush system designed to insure complete cleaning of elevator.	✓		
9.	Two-way valve connected to hydrant hose – one position fills water tank, other position operates elevator flush	✓		
M33 Constant Pressure Water System		Vendor Response		
		Yes	No	Exception
1.	Tank – approximately 300 gallon capacity with removable manhole cover for cleaning of tank	✓		
	State size of tank 300 Gallon			
2.	Tanks shall be 100% rustproof	✓		
3.	Electric diaphragm pump(s)	✓		
4.	Pumps shall be designed in a way that, should pumps be run dry, no damage will occur	✓		
5.	Dust suppression water spray nozzles – unit shall have the minimum the number of nozzles required for SCAQMD Rule 1186 certification	✓		
6.	15 feet of 2-1/2" NSF 61 hose with NST hydrant coupling and wrench	✓		
7.	Non corrosive fittings	✓		
8.	Water strainer with filter. Strainer to be located in system to prevent contaminants from entering water pumps or valves. Strainer shall be easily cleaned.	✓		
9.	Front spray bar required with on-off controls in cab	✓		
Hydraulic System		Vendor Response		
		Yes	No	Exception
1.	System shall be adequate for use within the design requirements of the sweeper	✓		
2.	Pumps shall be PTO driven, load sensing, pressure compensating that only provide flow and pressure when system functions are utilized	✓		
3.	System shall include a 40 gallon reservoir (minimum) with fluid level and temperature gauge.	✓		45 Gallon
4.	Low hydraulic level indicator in cab	✓		
5.	System shall incorporate a suction strainer and replaceable 10 micron return filter		✓	Recommended by hydraulic pump manufacturer to not have a suction strainer to reduce the potential of damage to hydraulic pumps caused by pump starvation and cavitation. 10 Micron return filter is equipped
6.	Thermostatically controlled, electric powered, air to hydraulic oil cooler	✓		
7.	Gauges for each pump within easy view of the operator – (behind cab)	✓		
8.	There shall be pressure tap ports at all necessary points in the system for diagnosis	✓		
Electrical/Control System		Vendor Response		
		Yes	No	Exception
1.	All sweeping functions to be controlled by center mounted control box with pivoting/height control	✓		
2.	Start/Stop master switches to control sweep operation including: raise & lower brooms, start & stop motor, start & stop dust suppression	✓		
3.	Control box to be located to provide easy access for service work and operator access	✓		
Lighting		Vendor Response		
		Yes	No	Exception
1.	All lighting shall be DOT approved and meet DOT safety requirements including combination stop and tail lights, backup lights, sealed multiple beam headlights, high beam	✓		

Specifications

	– low beam switch, adjustable side broom and main broom spotlights, clearance and running lights, front parking and signal lights, four way flashers, dome light, illuminated gauges and instrument panel, illuminated rocker switches, self-canceling directional signals and hazard switch.			
2.	Tail, turn and brake lights to be LED	✓		
3.	Four way flasher system mounted separately from the driving light system	✓		
4.	Arrowboard – Whelen model TA-1652L or approved equal with LED lights	✓		Integrated Arrow Board
5.	Hopper mounted, amber, high power (2.3 million candlepower) Strobe, 60 flasher per minute. Strobe shall have a protective guard to prevent impact damage	✓		
6.	Two work lights mounted on the hopper to illuminate the dump area	✓		
7.	Two flashing amber lights, LED, mounted on the rear of the hopper	✓		
8.	There shall be a floodlight that illuminates each gutter broom area as well as the left and right end of the rear broom	✓		
Painting		Vendor Response		
		Yes	No	Exception
1.	Complete unit shall be cleaned of all dirt and grease, all weld slag removed and then sand blasted	✓		
2.	Finish shall be white to match cab color	✓		
3.	City prefers powder coat finish with a minimum 4 mil thickness	✓		
	a Specify the type of finish you will provide			
Manuals – Cab and Chassis		Vendor Response		
		Yes	No	Exception
1.	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓		
2.	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. PDF manuals must be searchable by item/topic.	✓		
	a Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provided the ability to copy the manuals for use at multiple locations.	✓		
3.	Service Manuals – to include comprehensive hydraulic and wiring schematics	✓		
	a Chassis	✓		
	b Engine	✓		
	c Transmission	✓		
	d ABS	✓		
	e Body	✓		
4.	Parts Manuals	✓		
	a Chassis	✓		
	b Engine	✓		
	c Transmission	✓		
	d ABS	✓		
	e Body	✓		

Specifications

5.	Operators manual – two (2) – to be supplied with each unit	✓		
Manuals – Sweeper Unit		Vendor Response		
		Yes	No	Exception
1.	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓		INCLUDED
2.	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. PDF manuals must be searchable by item/topic.	✓		
a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provided the ability to copy the manuals for use at multiple locations.	✓		
3.	Service Manuals – to include comprehensive hydraulic and wiring schematics	✓		
a	Body	✓		
b	Hydraulics	✓		
4.	Parts Manuals	✓		
a	Body	✓		
b	Hydraulics	✓		
5.	Operators manual – two (2) – to be supplied with each unit	✓		
Training		Vendor Response		
		Yes	No	Exception
1.	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	✓		
2.	Vendor familiarity training for maintenance and repair of the vehicle. Can be utilized at Tempe's option up to 1 year from vehicle delivery.	✓		
Miscellaneous		Vendor Response		
		Yes	No	Exception
1.	Sweeper must be PM-10 compliant	✓		
2.	Data label shall be affixed to the vehicle that lists all fluid capacities, fluid type and grease points	✓		
3.	MCO supplied at time of delivery is required	✓		
4.	A minimum of 4 sets of keys shall be supplied a time of delivery	✓		
5.	Dual camera hopper and backup	✓		

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

1. Provide the address of the facility that will supply the street sweepers.

Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205

2. Provide the address of the facility that will provide service, warranty work and parts.

Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205

3. If you do not have a local facility, describe in detail how you will supply these services.

N/A

4. Provide information on parts inventory levels for both the Cab and Chassis and Sweeper unit. Only provide inventory levels for stocking in the Phoenix area.

All sweeper component parts are kept in stock at our Mesa, AZ facility. Ready to deliver, pick up or ship same day if needed. Cab and chassis parts are provided through Velocity Vehicle Group.

5. Describe your company and its history.

Nescon, LLC has been manufacturing the XBroom for over a decade. We started as a milling and paving contractor and found that the sweepers made by different manufacturers were not producing like we needed them to. So we designed our own street sweeper that could handle the rigors of daily use behind a mill. The XBroom has grown to the product it is today based on the simplicity of maintenance and operation as well as our best in class customer service and support. The XBroom is a sweeper designed for the operator, by operators.

6. Please provide contact information for the primary account representative and a backup contact for the City of Tempe.

Name	Phone	Cell Phone	E-Mail
Daniel Clemons	480-505-0001	480-572-2387	danielc@nescon.co
William Conklin	480-505-0001	952-250-4531	willc@nescon.co

7. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Factory trained personnel are available 24/7 for troubleshooting, installation, maintenance and repair either in person or over the phone. Free of charge.

Proposal Questionnaire

“Return this Section with your Response”

8. What is the delivery time ARO for the sweepers you are offering. The City requests a delivery date of both sweepers by January 31, 2023. Agreement to delivery timeline is part of the evaluation criteria, therefore, your answer to this question will affect overall scoring.

Lead time, in weeks, after receipt of order. 14

9. The City derives the highest level of value when vehicles are operating within design parameters and available for service when needed, therefore, warranty work is a critical factor for this procurement. To ensure timely follow through and performance of the awarded vendor the City will bill vendors for lost productivity of units when warranty work is not completed within the timelines as established by this RFP. Liquidated damages will not be assessed in the form of a penalty but will be assessed as a means to cover costs that might be incurred due to the failure of the Contractor to perform.

Damages will be assessed as follows – time will begin when the awarded firm is notified of a warranty issue.

Working Days	Assessment Amount	Maximum Cost from date of notification
0 to 5	\$ 0.00 per day	\$ 0.00
6 to 10	\$ 50.00 per day	\$ 250.00
11 to 15	\$ 100.00 per day	\$ 750.00
16 to 20	\$ 150.00 per day	\$ 1,500.00
21 and above	\$ 200.00 per day	Cannot be determined

The City realizes that there may be circumstances which prevent the awarded vendor from completing repair work and returning a vehicle to the City within the time limits specified. In these cases, the City will review the circumstances surrounding the repair delay. If it is determined, at the sole discretion of the City, that the delay is unpreventable, the liquidated damages assessment will be waived.

Do you understand and accept these conditions?

Yes No

10. Will bidder meet or exceed the City's specifications?

Yes No

If No, explain below

Proposal Questionnaire

“Return this Section with your Response”

11. Do you provide, at no cost, human based technical support for the **cab and chassis** to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.

Yes No

If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.

Technical support for the cab and chassis provided by us through Velocity Vehicle Group. Available during normal business hours.

12. Do you provide, at no cost, human based technical support for the **sweeper body** to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.

Yes No

If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.

Support for the sweeper body will be provided by us, the manufacturer, for the life of the vehicle. We are available at any time for on-site or over the phone support for diagnosis and troubleshooting issues.

13. Do you have a demonstration model of the equipment you are offering available for review? The City does not intend to run the vehicle in collection service.

Yes No

14. Do you agree to the Terms and Conditions of this RFP?

Yes No

If No, explain below

15. List three (3) governmental or large corporate references for which you have provided similar equipment and services.

Firm or Organization	Contact Name	Phone Number
City of Chandler	Corey Hillman	480-276-4925/480-415-5203
City of Prescott	Tiffany Gillo	928-777-1126
City of Mesa	Chris Jack	480-644-4468

Proposal Questionnaire

“Return this Section with your Response”

16. State the Make and Model of the sweepers that are being offered.

Make XBroom

Model M33

17. Does the proposed make/model sweeper meet the South Coast AQMD Rule 1186 certification standards?

Yes No

18. Please include all descriptive / technical literature for the units offered.

Yes No

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Cost (vehicle, options/features, diagnostic tools, training cost)	25	X	_____	=	_____
2.	Specifications (delivery, maintenance, specifications & options)	30	X	_____	=	_____
3.	Local parts inventory, warranty and service availability (or acceptable alternative)	25	X	_____	=	_____
4.	Training (manuals, operator training, diagnostic tools and software)	15	X	_____	=	_____
5.	Overall Responsiveness to RFP, composition and completeness and complying with City Terms and Conditions of RFP	5	X	_____	=	_____
				Total	=	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	3 - 5
<i>Poor</i>	1 - 2
<i>Not Addressed or Unacceptable</i>	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Pricing Section

“Return this Section with your Response”

Pricing must be inclusive of all costs including, but not limited to, labor, equipment, travel time, mileage, etc. The City will not pay for any surcharges

Item	Description	Qty	Unit Price	Extended Price
Street Sweeper, Single Engine – Broom Type				
	Make <u>XBroom</u> Model <u>M33</u>	2	\$ <u>316,363.62</u>	\$ <u>632,727.24</u>
Options				
1.	Upgrade to disk brakes	2	\$ <u>3,000</u>	\$ <u>6,000</u>
2.	Exterior engine hour meter readable from ground level, engine oil pressure activated	2	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Upgrade cab and chassis to Compressed Natural Gas (CNG) powered (45 DGE)	2	\$ <u>65,000</u>	\$ <u>130,000</u>
4.	Cab and chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>7,500</u>	\$ <u>15,000</u>
		Yes	No	Not Required
	a Engine diagnostic software and cables	✓		
	b Transmission diagnostic software and cables	✓		
	c anti-lock brake diagnostic software and cables	✓		
	d Chassis diagnostic software and cables	✓		
	e Regenerative exhaust system diagnostic software and cables	✓		
	f Other diagnostic software and cable to be supplied – list below			✓
5.	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>N/A</u>	\$ <u>N/A</u>
		Yes	No	Not Required
	a Body diagnostic software and cables			✓
	b Other diagnostic software and cable to be supplied – list below			✓
6.	Service Technician Training – per person			
	a Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	b Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	c Factory authorized maintenance and repair training for chassis. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	d Factory authorized maintenance and repair training for sweeper unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>

Pricing Section

“Return this Section with your Response”

Item	Description	Qty	Unit Price	Extended Price
7.	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on the body	2	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>
8.	List any discounts off total listed price, if offered in percentage.		N/A	N/A
9.	List any discounts on future repair services, if offered in percentage.		N/A	N/A
10.	List any discounts on future repair parts needed to maintain this piece of equipment, if offered in percentage.		N/A	N/A
11.	Provide any list / discounts of possible future products, features, or equipment that may be purchased in percentage. Please list those items below or state discount by OEM / Source.		N/A	N/A
	a			
	b			
	c			
	d			
	e			
	f			
	g			

* Applicable Tax 8.3 % *Tax Included in Unit price. Additional options are subject to tax.

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax
4. Payment Terms
5. Purchase Order Number
6. Name of selling organization clearly stated on invoice along with address
7. Phone number and or e-mail address for contact person to clarify invoicing questions

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Carey Alf
 Carlene Foster
 Yesenia Loredo-Flores

Letters A – H and Numbers
 Letters I – Z
 General AP Inquiries and AP Checks

Vendor's Offer

“Return this Section with your Response”

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: Nescon, LLC

Company Purchase Order Mailing Address:

Street Address: 4638 E Ingram St

City, State, Zip: Mesa, AZ 85205

Contact Person: Daniel Clemons Phone Number: 480-505-0001

E-mail Address: danielc@nescon.co Cell Number: 480-572-2387

Remit to Information

Company Name (as it appears on invoice): Nescon, LLC

Company Payment Remit to Address:

Street Address: 4638 E Ingram St

City, State, Zip: Mesa, AZ 85205

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

Payment Options

Will your company accept the City's Master Card for payment? Yes No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes No

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Daniel Clemons
Signature of Authorized Offer

6/30/2022
Date

Daniel Clemons
Print or Type Name of Authorized Individual

Sales & Marketing Manager
Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	N/A
2.	What is your company doing to be more energy efficient?	Nescon, LLC has invested in a large solar structure consisting of 216 solar panels that significantly decrease our grid energy consumption. This is only one of the many steps we have taken to be a more energy efficient business
3.	What is your company doing to reduce greenhouse gas emissions?	Nescon, LLC uses only the most up to date and energy efficient equipment and tools in our manufacturing process.
4.	What is your company doing to reduce waste transferred to landfills?	We re-use and repurpose cardboard boxes and packing materials to package new parts orders to customers all around the world.
5.	What is your company doing to reduce water waste?	In the last few years we have updated all of the fixtures within our building to the latest efficiency standards.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)?	N/A
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Absolutely. We are constantly sourcing our components from new suppliers, intaking raw materials and both major and minor parts for our equipment for analysis and comparison of cost and component availability.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Yes. Our Sweepers are PM-10 certified and compliant.

Supplier Sustainability Questionnaire

INCLUDED

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	N/A
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Absolutely. Major components from our equipment can be refurbished and repurposed for use many times over.
3.	Does the product being offered include any recycled materials? If yes, please explain.	All of the steel used on the sweeper body upfit consists of up to 90% recycled material.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	Packaging materials from inbound components are repurposed and recycled to be used for outbound product shipment.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	Whenever available we use recycled cardboard, paper and pallets.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	Currently in process.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	Nescon, LLC as a leader in manufacturing has a goal to provide the most efficient equipment possible. From fabrication, to assembly, to the operation of the sweeper.

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Supplier Sustainability Questionnaire

Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above. <u>It is critical to not wait until the last minute to press the send button for your submittal</u>	✓
3.	Proposal Questionnaire	✓
4.	Pricing Section	✓
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	✓
7.	Signed Addenda (if applicable)	
8.	Supplier Sustainability Questionnaire	✓
9.	Include all descriptive / technical literature for the units offered. Q18, P33	✓

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
<https://bids.tempe.gov/bids/>



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER South Coast AQMD RULE 1186 (AS OF AUGUST 27, 2021)

South Coast AQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various South Coast AQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The South Coast AQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Area Sources, at (909) 396-2390, or areasources@aqmd.gov.



Cleaning the air that we breathe...

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
CHALLENGER MANUFACTURING	CHALLENGER	<ul style="list-style-type: none"> THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
CURBTENDER* (*formerly Wayne Sweepers)	CENTURION	<ul style="list-style-type: none"> SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM (GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS) THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR 300 GALLON WATER TANK WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE SINGLE FAN VACUUM SYSTEM GLAZED, POLYESTER FILTER SYSTEM (MAINTAINED TO ENSURE PROPER INTEGRITY)

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
CURBTENDER* (*formerly Wayne Sweepers)	GLADIATOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
CURBTENDER* (*formerly Wayne Sweepers)	WARRIOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN LOUVERED CENTRIFUGAL DUST SEPARATOR ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	CROSSWIND J	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	REGENX RM	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	PELICAN P & S PELICAN S E (WET SUPPRESSION)	<ul style="list-style-type: none"> FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	PELICAN P (WATERLESS SUPPRESSION)	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM ONE OR TWO CENTRIFUGAL DUST EVACUATION FAN(S) TO PROVIDE SUBSTANTIALLY SIMILAR AIRFLOW WITHIN A NORMAL OPERATING RANGE SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST REMOVAL
ELGIN	PELICAN P (COMBINATION)	<ul style="list-style-type: none"> ALL OF THE FEATURES OF THE WET AND WATERLESS SUPPRESSION PELICAN P STREETSWEeper WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	EAGLE E EAGLE F EAGLE (CNG) BROOM BEAR ROAD WIZARD	<ul style="list-style-type: none"> FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	EAGLE F (WATERLESS)	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM CENTRIFUGAL DUST EVACUATION FAN SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST CONTROL
ELGIN	EAGLE F (COMBINATION)	<ul style="list-style-type: none"> ALL OF THE FEATURES OF THE WET AND WATERLESS EAGLE F STREET SWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE
ELGIN	GEOVAC	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	WHIRLWIND MV	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
GLOBAL ENVIRONMENTAL PRODUCTS	M3 R3 R4 M4 M4 HSD M4E Zero Emissions	<ul style="list-style-type: none"> ENCLOSED ELEVATOR SYSTEM STEEL OR MIXED POLYESTER MAIN PICK UP BROOM ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	<ul style="list-style-type: none"> FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	3000 MX450 4000 4000 SDS MST 350	<ul style="list-style-type: none"> ENCLOSED ELEVATOR SYSTEM STEEL OR MIXED POLYESTER MAIN PICK UP BROOM ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	VT605 VT610 VT650 V501 V651 V801	<ul style="list-style-type: none"> TWO (2) 0.039 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM THREE (3) 0.042 INCH DIAMETER ORIFICE NOZZLES PER SUCTION BROOM THREE (3) 0.039 INCH DIAMETER ORIFICE NOZZLES PER SUCTION NOZZLE MULTI-POSITION SUCTION NOZZLE TWO ARM FACILITY ONE (1) 0.042 INCH DIAMETER ORIFICE NOZZLE FOR THE IMPELLER FAN WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	770 CYCLONE/ RT655	<ul style="list-style-type: none"> • THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NESCON	X-BROOM	<ul style="list-style-type: none"> • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
NITEHAWK	RAPTOR II REGENERATIVE AIR SWEEPER ** ** EQUIPPED WITH PM-10 OPTION PACKAGE	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS WATER PUMP TO PROVIDE 70 PSI WATER PRESSURE <p><u>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</u></p>
SCHWARZE	EV-1	<ul style="list-style-type: none"> TWELVE (12) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION CLEANED THREE TIMES PER-MINUTE FILTRATION SYSTEM ACTIVE AT ALL TIMES

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	EV-2	<ul style="list-style-type: none"> EIGHT (8) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION SYSTEM OPERATED AT ALL TIMES EACH FILTER CLEANED THREE TIMES PER MINUTE
SCHWARZE	DXR	<ul style="list-style-type: none"> POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION SYSTEM ACTIVE AT ALL TIMES FILTRATION CLEANED FOUR TIMES PER MINUTE AND A HALF
SCHWARZE	A4000/ A4STORM	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER ON SPRAY BAR WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	M5000/M6000/ M6AVALANCHE	<ul style="list-style-type: none"> FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES ON MAIN BROOM THREE (3) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	A 7000/ A7 TORNADO A7 ZEPHYR A 8000/ A8 TWISTER A 9000/ A9 MONSOON	<ul style="list-style-type: none"> SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE	S348-I/ SUPERVAC VORTEX S348-LE/ SUPERVAC GALE FORCE SUPERVAC SUPER UPDRAFT	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED * STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
STEWART-AMOS	STARFIRE S-4, S-5, AND S-6	<ul style="list-style-type: none"> FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
PYTHON	S2000	<ul style="list-style-type: none"> FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF A 36 INCH FILL DIAMETER REAR BROOM WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH 42 INCH DIAMETER GUTTER BROOM PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION <p><u>PLEASE NOTE THAT THE GUTTER AND REAR BROOM SIZES ARE DIFFERENT THAN THE STANDARD MODEL</u></p>
PYTHON	S3000	<ul style="list-style-type: none"> FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF REAR BROOM WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH GUTTER BROOM PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TENNANT	SENTINEL	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 / 831 II	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	<ul style="list-style-type: none"> CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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 Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	600 600 BAH FHD 500X	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • FRONT DEBRIS DEFLECTOR CURTAIN ASSEMBLY PARALLEL TO THE PICK UP HEAD • LOW EMISSION DUST GUARDS (ONLY APPLICABLE TO CABOVER TRUCKS) • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
TYMCO	DST -4	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	DST - 6	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
VACALL	VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	<ul style="list-style-type: none"> • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

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Attachment A

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)
 RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021**



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
WAYNE SWEEPERS* (*acquired by Curbtender)	CENTURION	<ul style="list-style-type: none"> SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM <i>(GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS)</i> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR 300 GALLON WATER TANK WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE SINGLE FAN VACUUM SYSTEM
WAYNE SWEEPERS (*acquired by Curbtender)	GLADIATOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
WAYNE SWEEPERS (*acquired by Curbtender)	WARRIOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE

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 Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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ADDITIONAL NOTES:

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

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Contract Modification Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T23-003-01
Description: Street Sweepers

Issue Date: 07/01/2023

0000094326
Nescon, LLC
Daniel Clemons
4638 E Ingram Street
Mesa, AZ 85205

Effective Date
Beginning: 07/01/2023

Office: 480-505-0001
Mobile: 480-572-2387
Email: danielc@nescon.com

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:

To incorporate 2024 pricing

Item	Description	Cost
01	Diesel Engine (Broom Type) Make- XBroom Model M33. ~ 14-week lead time	\$339,994.00
02	CNG Engine (Broom Type) Make- XBroom Model M33. ~ 34-week lead time	\$404,994.00
03	Sales Tax separate, not included in the pricing noted above.	

**Contractor Modification Acceptance
To Be Completed and Signed by Contractor**

Printed Name of Person Signing: Daniel Clemons
 Phone Number: 480-572-2387
 Email Address: danielc@nescon.com
 Signature: [Handwritten Signature] Date: 9/28/23

City of Tempe Contract Modification Acceptance

[Handwritten Signature] 9/28-23
Eric Kraenzle, C.P.M.
 Procurement Officer Date

[Handwritten Signature] 9-28-23
Michael Greene, C.P.M., CPPO
 Procurement Administrator Date

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

**EXHIBIT B
SCOPE OF WORK AND PRICING**

See the following page(s).



Nescon, LLC.
 4638 East Ingram St.
 Mesa, Arizona 85205
 Phone: 480-505-0001

THIS INVOICE CONTAINS CONFIDENTIAL INFORMATION THAT IS NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE DIRECTLY INVOLVED IN THE PURCHASE OF EQUIPMENT LISTED BELOW

Bill to:
 Paradise Valley Public Works
 6401 E Lincoln Dr
 Paradise Valley, AZ 85253

JOB NAME: DanielC
 Job No: BRMXXXX

Ship to:
 Paradise Valley Public Works
 6401 E Lincoln Dr
 Paradise Valley, AZ 85253

Jerry Cooper
 623-695-6870

DATE: 4/4/2024

INVOICE NO:

jcooper@paradisevalleyaz.gov

Due: Upon Receipt

YES / NO Check	ITEM	QUANTITY	U.M.	SELL PRICE TOTAL	LIST PRICE TOTAL
X	2025 Freightliner CDL/NON-CDL Model M2 PLUS / L9 Cummins 8.9L/300HP,860TQ / Allison 3500 6SPD VIN: Equipped with X-Broom: SN: BRMXXXX	1	Ea.	\$ 340,300.00	\$ 340,300.00
	Backup Camera - 1 Camera	1	Ea.	\$ 1,400.00	\$ -
	Dual Camera - Hopper and Backup	1	Ea.	\$ 1,600.00	\$ -
X	Quad Camera System	1	Ea.	\$ 2,200.00	\$ 2,200.00
X	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper.	1	Ea.	\$ 750.00	\$ 750.00
X	Aluminum Wheels, 6 Polished Turbo.	1	Ea.	\$ 2,200.00	\$ 2,200.00
X	Chrome Heated Mirrors	1	Ea.	\$ 450.00	\$ 450.00
X	Chrome Front Bumper	1	Ea.	\$ 500.00	\$ 500.00
X	Power Windows/Door Locks	1	Ea.	\$ 450.00	\$ 450.00
X	Front Cab Visor	1	Ea.	\$ 400.00	\$ 400.00
X	Advanced Arrow. 25 LED 4" amber lights with separate controller. Can flash sequential Chevrons, arrows, alternating diamonds, and horizontal bar.	1	Ea.	\$ 2,700.00	\$ 2,700.00
	Optional Main Broom (TUBE/STRIP)	1	Ea.	\$ 2,600.00	\$ -
X	Main Broom Down Pressure Option	1	Ea.	\$ 1,000.00	\$ 1,000.00
	Stainless Hopper Bottom, Door	1	LS	\$ 11,100.00	\$ -
	Work Lights on Top of Rear Panel	1	Ea.	\$ 400.00	\$ -
X	Fill Hose Kit	1	Ea.	\$ 400.00	\$ 400.00
	Stainless Tool Box	1	Ea.	\$ 650.00	\$ -
X	Door Controls (Broom and Hopper)	1	Ea.	\$ 1,000.00	\$ 1,000.00
	25' Truck Washdown Kit	1	Ea.	\$ 300.00	\$ -
X	Light Package (8 Strobes, 1 Light Bar in Bumper)	1	Ea.	\$ 2,600.00	\$ 2,600.00
	Custom Color Option	1	Ea.	\$ 2,500.00	\$ -
	Broom/Shovel Holder	1	Ea.	\$ 305.00	\$ -
	Clear Lights (Arrow Board, Stop/Turn/Reverse, Marker)	1	Ea.	\$ 500.00	\$ -
X	Manual "On-The-Fly" Elevator Run/Off/Rev	1	Ea.	\$ 250.00	Included
X	Cab Controlled Variable Motor Speeds	1	Ea.	\$ 4,000.00	Included
	Poly Flights	1	Ea.	\$ 1,020.00	\$ -
	Piranha Brush Segments	1	Ea.	\$ 1,060.00	\$ -
	Pressure Washer/Hose	1	Ea.	\$ 4,000.00	\$ -
	Winterization Kit	1	Ea.	\$ 250.00	\$ -
	360 Light Package (52" Light Bars Mounted to Side Panels and Rear Arrow Board Panel)	1	Ea.	\$ 1,200.00	\$ -
	Hopper Dump Light	1	Ea.	\$ 400.00	\$ -
	Invoice Subtotal				\$ 354,950.00
X	SALES TAX (8.3%)	8.30%	Ea.	\$ 354,950.00	\$ 29,460.85
X	DELIVERY (SUBJECT TO CHANGE)	1	Ea.	\$ -	\$ -
	DEPOSIT	-1	Ea.	\$ 10,000.00	\$ -
	30 DAY TEMP TAG	1	Ea.	\$ 50.00	\$ -
X	DEALER DOC FEE	1	Ea.	\$ 250.00	\$ 250.00
	ESTIMATED DELIVERY: MAY 2024				COST
	PM-10 COMPLIANT				Invoice Total: \$ 384,660.85
	\$10,000 non-refundable deposit required to hold build slot				
	Full payment required prior to shipment				
	Any applicable sales tax is the responsibility of the purchaser				
	BROOM PRICING PROVIDED IS SUBJECT TO RAW MATERIAL, DELIVERY, AND MAJOR COMPONENT COST INCREASES AS ANNOUNCED BY NESCON, LLC AND/OR THEIR SUPPLIERS				
	<u>Wiring Instructions</u>				
Bank:	JP Morgan Chase 2104 E Elliott Rd Tempe, AZ 85284				
Contact:	Nicolas Deleo, 480-963-2791				
ABA Routing no:	021000021				
Intl Swift	CHASUS33				
Accnt Name:	Nescon, LLC.				
Acct Number:	949565998				
	Received By:				Date:

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253



Action Report

File #: 24-149

AGENDA TITLE:

Discussion and Possible Action to Approve a Contract for Emergency Medical Transport Services with Professional Medical Transport, Inc

RECOMMENDATION:

Authorize the Town Manager to execute a contract with Professional Medical Transport, Inc.(CON-24-034-TMG) and waive the 14-day waiting period.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew Ching, Town Manager
Andrew McGuire, Town Attorney
Deborah Robberson, Deputy Town Attorney
Jill Keimach, Special Projects Administrator

DATE: April 25, 2024

DEPARTMENT: Town Manager
Town Manager, 480-348-3690

AGENDA TITLE:

Discussion and possible action to approve a contract for emergency medical transport services with Professional Medical Transport, Inc.

RECOMMENDATION:

Authorize the Town Manager to execute a contract with Professional Medical Transport, Inc.(CON-24-034-TMG) and waive the 14-day waiting period.

SUMMARY STATEMENT:

The current contract with Professional Medical Transport, Inc. (PMT) for ambulance service within the geographic limits of the Town terminates on April 30, 2024. The proposed contract is for a term of five years, with options for the Town Manager to extend the agreement for five additional years in one-year increments upon mutual agreement of the parties. Pursuant to State of Arizona regulations, after approval by the Town the contract will be submitted to the Arizona Department of Health Services and refer the caller to the most appropriate medical care, including potentially a virtual appointment with your doctor. (ADHS) for approval and will become effective upon ADHS approval.

Emergency medical transport services will be enhanced under the proposed contract. An advanced life support ambulance will continue to be staged within the Town on a 24/7 basis and will be exclusively dispatched to calls within Paradise Valley, with limited exception when required to respond for mutual aid in an adjacent municipality.

PMT will provide two additional services pursuant to the proposed contract: Nurse Navigation and Community Paramedicine Services. The Nurse Navigation program provides the client with the right level of care, which may or may not include transportation to a hospital emergency department. 911 calls with non-emergency injuries or illnesses may be transferred to a Nurse Navigator who can assess symptoms

The Community Paramedicine Services is an innovative program to be developed and implemented in the Town that will allow Town residents to obtain follow up monitoring and assistance after discharge from a hospital. The PMT ambulance paramedics and other crew when available will help ensure discharged patients are following their caregiver's protocols.

BUDGETARY IMPACT:

The proposed contract includes a Readiness and Availability Fee to be paid by the Town. This Fee ensures a "dedicated" ambulance remains in service in the Town. The Fee is determined as a percentage of PMT's operating deficit, if any, and will be implemented on the following schedule:

- Year 1 – 30%
- Year 2 - 50%
- Year 3 - 75%
- Year 4 – 100%

The Fee will be paid quarterly and is based on the prior year's operations. The contract imposes a 15% annual increase on the base amount the Town is obligated to pay PMT. The Fee for 2024 is estimated to be approximately \$100,000.

ATTACHMENT(S):

- A. Staff Report
- B. Ambulance Transportation Agreement (CON 24-034-TMG)
- C. Presentation

TOWN OF PARADISE VALLEY

AMBULANCE TRANSPORTATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2024, by and between the TOWN OF PARADISE VALLEY an Arizona municipal corporation ("Town"), and PROFESSIONAL MEDICAL TRANSPORT, INC. dba PMT AMBULANCE, dba LIFE LINE AMBULANCE an Arizona corporation, ("Contractor") (individually, each a "Party," collectively "Parties").

RECITALS

- A. Whereas, Town desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency Ambulance and medical transportation services, and;
- B. Whereas, Town must often request emergency Ambulance transportation for members of the public through the operation of its police department and contracted fire protection service provider, and;
- C. Whereas, Town desires to have Contractor furnish such services and Contractor desires to receive such requests for service, and;
- D. Whereas, Town and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated,
- E. Whereas, Contractor is the holder of a current Certificate of Necessity (CON) No. 71 issued by the Arizona Department of Health Services (ADHS) (See Exhibit A) to provide emergency Ambulance service within an approved service area that includes the Town, and;
- F. Whereas, Contractor has ADHS approved sub-operation stations within their approved CON service area.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals which are incorporated herein by reference, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions.
 - a. "ADHS," as used in this Agreement shall mean the State of Arizona Department of Health Services.
 - b. "ALS Ambulance and/or BLS Ambulance," as used in this Agreement shall mean an Ambulance that contains advanced life support and/or basic support systems, as those terms are defined by ADHS.
 - c. "Ambulance" as used in this Agreement shall mean vehicles used in the transport of those receiving Emergency Medical Services (EMS).
 - d. "Community Paramedic Services" as used in this Agreement shall mean the use of specially trained paramedics to perform duties beyond their traditional roles of responding to 911 calls and transporting patients to emergency departments to provide

short – term follow-up care after hospital discharge for people with chronic conditions and frequent users of emergency medical services system.

- e. “Emergency Medical Services” or “EMS,” as used in this Agreement shall mean the same as defined in A.R.S. 36-2201(17).
 - f. “EMS Service Area,” as used in this Agreement shall mean all areas within the legally adopted jurisdictional boundaries of the Town, the Clearwater Hills County Island Fire District, and the portion of the Franciscan Renewal Center (principally located in 5802 East Lincoln Drive) located within Maricopa County.
2. Commencement Date. This Agreement shall become effective on the date that all three of the following conditions are satisfied:
- a. Final approval of this Agreement by the Town and execution hereof by the Town’s authorized agent.
 - b. Final approval of this Agreement by the Contractor and execution hereof by the Contractor’s authorized agent;
 - c. Final approval by the Arizona Department of Health Services.
3. Term and Termination.
- a. The Initial Term of this Agreement shall commence on the effective date described in paragraph No. 2 above and shall expire five (5) years after the commencement date. The Town, through its Town Manager or designee, with the approval of Contractor, may extend the term of this Agreement up to five (5) one (1) year extensions. This Agreement and any extensions, or amendments must be approved by ADHS.
 - b. This Agreement shall automatically terminate if Contractor repeated material failure to provide the Ambulance Services set forth in Paragraph 4.
 - c. Contractor or Town may terminate this Agreement without cause upon 180 days written notice. Upon the expiration or termination of this Agreement, Contractor’s obligations hereunder shall cease, and any services provided by Contractor shall comply with the terms of the CON only.
4. Ambulance Services. Except as otherwise expressly set forth herein, Contractor shall provide all 9-1-1 Emergency Medical Services within the EMS Service Area, including any and all labor, materials, equipment, transportation, utilities, supplies, and disposables required to perform all work in accordance with the terms of this Agreement. All ambulance services will be provided at the Advanced Life Support (ALS) level, as defined A.R.S. § 36-2201(3). Contractor shall stage an ALS Ambulance within the EMS Service Area 24 hours a day/7 days a week. The ambulance shall be dedicated to the Town and provide services within the designated EMS Service Area. The ambulance may be dispatched for mutual aid with bordering communities, but will not be used as a primary response ambulance for areas outside of the Town.
5. Ambulance Service Requests.
- a. Town shall dispatch to Contractor through Town’s designated dispatch center, Phoenix Fire Department Regional Dispatch Center (“PFDRDC”), all requests for Ambulance services in the EMS Service Area. Contractor will provide all equipment necessary to interface with PFDRDC.
 - b. Contractor shall be responsible for providing Ambulance transportation for all calls within the EMS Service Area when requested by Town. In the event Contractor advises Town’s designated dispatch agency that it is unable to respond to a request for service within the terms of this Agreement, the Contractor will work with PFDRDC to identify another EMS service provider to respond.
 - c. Contractor agrees to pay the City of Phoenix PFDRDC’s fees attributed by the PFDRDC to Contractor for the use of the system. Fees are invoiced annually on a fiscal year basis (July 1 – June 30) and shall be payable quarterly to the Town or City of Phoenix (at

Town's discretion). Any payments to the Town shall not exceed the actual amounts paid and/or due by the Town for these services on behalf of Contractor and will reflect only those charges for dispatch of ambulances and related equipment costs and fees. Representative fees include, but are not limited to:

- Dispatch Fees. Contractor agrees to pay the annual fees for basic dispatch services provided by the PFDRDC, based on the total number of ambulance dispatches for the previous calendar year.
- Technical Service Fees. Contractor agrees to pay the annual Technical Services Fee for the services provided by PFDRDC. The Technical Service Fee generally consists of a Specific Maintenance portion and a General Maintenance portion.
- The Specific Maintenance portion of the Technical Service Fee is associated with parts and materials for each specific piece of equipment.
- The General Maintenance portion of the Technical Service Fee offsets costs associated with the general maintenance of that equipment and is based on a per unit charge for each piece of equipment in the Equipment Base, as set forth in the Phoenix Fire Department Regional Dispatch System Agreement.
- In addition to payments described above, certain other fees associated with the expansion of the Phoenix Regional Wireless Network (PRWN) may be applicable.

Contractor agrees to pay current fiscal year fees (on a pro-rata basis based on first day Contractor provides services under this Agreement) on a quarterly basis, upon receipt of an invoice from the Town, which shall be payable within 30 days. Contractor acknowledges that the fees are calculated based on the number of dispatches in the prior year.

6. Additional Services.

- a. Nurse Navigation. As part of Contractor's core service under this Agreement, the Contractor shall provide the Town with its nurse navigation program. The Town seeks to implement a nurse navigation program in conjunction with its 911 emergency medical services system. The program provides systematized caller interrogation using the script provided by the proprietary Nurse Navigation system so that the most appropriate time-based resource may be utilized to care for the patient. To the extent Contractor utilizes nurses, such nurses shall be working under the direction and oversight of a licensed RN/physician, however, the services provided herein do not constitute the practice of nursing. Additionally, the Town agrees to reasonably assist Contractor with expanding the Nurse Navigation program into the EMS Service Area and reasonably assist in securing agreements from third party payers, including insurance companies, to participate in the Nurse Navigation program. Low acuity calls determined by protocol and/or medical direction will be routed from the Towns PSAP to a Contractor provided Nurse Navigation Line.
- b. Community Paramedicine Services. The Town and the Contractor will develop a program for Paradise Valley citizens to call and request Community Paramedicine Services from the local ambulance. Dependent upon availability, Community Paramedic Services will be provided during regular hours of 0900 and 2100 hours, seven (7) days per week. Availability of Community Paramedic Services may be limited depending on active 911 call volume. Program specifics will be agreed upon jointly and under medical director approval.

7. Response Time. Contractor shall respond to all requests for Ambulance services dispatched by Town for incidents arising within the EMS Service Area in accordance with the Contractor's response time requirements that conform to those approved by the Arizona Department of Health Services and set forth in Contractor's CON 71. (See Exhibit A.) For the purpose of evaluating

response times in the EMS Service Area, Contractor shall provide a quarterly report to the Town (See Exhibit B). The quarterly report will be submitted no later than 15 calendar days following the beginning of each fiscal quarter for the Town. If there is an increase in the average response time of 20% or greater in two (2) quarters in a rolling four (4) quarters, the Town and Contractor will meet and discuss the current system status and mutually agree upon a remedy.

8. Locations. At all times Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set for by ADHS.
9. Equipment and Supplies. Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for Contractor to perform under this Agreement. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of ADHS for ALS Ambulances as applicable.
10. Disposable Medical Supplies and Pharmaceuticals. Contractor shall provide appropriate disposable medical supplies on each Ambulance. Whenever Town or its authorized contracted fire protection service provider use disposable medical supplies at a medical incident with a patient and Contractor transports the patient, Contractor shall replenish such disposable medical supplies used by Town or its contracted fire protection service provider. Contractor shall maintain the right to bill for all disposable medical supplies and pharmaceuticals in accordance with Arizona law.
11. Management and Supervisors. Contractor shall hire and maintain properly educated, trained, and experienced personnel to serve in Contractor's managerial and supervisory positions.
12. Attendants. Contractor shall hire, train, and supervise all medical attendants in accordance with Laws of the State of Arizona and regulations of ADHS. Attendants shall be properly certified Emergency Medical Technicians (EMT) for BLS Ambulances or Paramedic for ALS Ambulances.
13. Drivers. Contractor shall hire, train, and supervise all driver attendants of Ambulances in accordance with the Laws of the State of Arizona and regulations of ADHS. Drivers shall be properly certified at the level of Emergency Medical Technician (EMT) or higher and have completed an emergency driver-training program and possess an appropriate driver's license.
11. Solicitation of Information. Contractor shall have the right to solicit information about a patient's accident and/or hospitalization insurance. No attempt shall be made to collect any fee from the patient, patient's relatives, or any responsible party until the patient has been accepted at the receiving hospital. However, this shall not prohibit Contractor from soliciting authorization for transport from a prepaid medical plan such as AHCCS, etc., as long as the solicitation of such authorization does not compromise or detrimentally affect patient care.
12. Cost of Service. All patient charges by Contractor for services to the public under the terms of this Agreement shall be in accordance with such rates and charges as may be approved by ADHS or any successor governmental entity regulating rates and charges for Ambulance services. Contractor shall notify Town of any changes in the charges or services provided under this Agreement within thirty (30) days after approval. Town is not responsible for non-payment of bills by individuals or other responsible parties to whom patient care and transportation services have been rendered by Contractor.
13. Readiness and Availability Fee.
 - a. The Town shall pay a Readiness and Availability Fee to the Contractor as set forth below. For the purpose of this Agreement, the Readiness and Availability Fee shall be determined by calculating the sum of the Total Operating Revenue and the Total Operating Expenses for a single 24-hour ambulance deployed within the Town of Paradise Valley ("Operating Deficit"). Total Operating Revenue and Total Operating Expenses shall be as defined by the ADHS Ambulance Revenue and Cost Report:

- i. Year 1: No later than April 1, 2024, Contractor shall generate an estimated financial statement for Contractor's Readiness and Availability Fee for the calendar year 2023. No later than May 1, 2024, Contractor shall generate a final invoice for Contractor's Readiness and Availability Fee for the calendar year 2023. In the event the Total Operating Expenses exceed the Total Operating Revenue, the Town shall compensate Contractor the amount of 30% of the loss. The Town shall pay this amount quarterly, with payments due on or before July 1, 2024, October 1, 2024, January 1, 2025, and April 1, 2025.
- ii. Year 2: No later than April 1, 2025, Contractor shall generate an estimated financial statement for Contractor's Readiness and Availability Fee for the calendar year 2024. No later than May 1, 2025, Contractor shall generate a final invoice for Contractor's Readiness and Availability Fee for the calendar year 2024. In the event the Total Operating Expenses exceed the Total Operating Revenue, the Town shall compensate Contractor the amount of 50% of the loss. The Town shall pay this amount quarterly, with payments due on or before July 1, 2025, October 1, 2025, January 1, 2026, and April 1, 2026.
- iii. Year 3: No later than April 1, 2026, Contractor shall generate an estimated financial statement for Contractor's Readiness and Availability Fee for the calendar year 2025. No later than May 1, 2026, Contractor shall generate a final invoice for Contractor's Readiness and Availability Fee for the calendar year 2025. In the event the Total Operating Expenses exceed the Total Operating Revenue, the Town shall compensate Contractor the amount of 75% of the loss. The Town shall pay this amount quarterly, with payments due on or before July 1, 2026, October 1, 2026, January 1, 2027, and April 1, 2027.
- iv. Year 4: No later than April 1, 2027, Contractor shall generate an estimated financial statement for Contractor's Readiness and Availability Fee for the calendar year 2026. No later than May 1, 2027, Contractor shall generate a final invoice for Contractor's Readiness and Availability Fee for the calendar year 2026. In the event the Total Operating Expenses exceed the Total Operating Revenue, the Town shall compensate Contractor the amount of 100% of the loss. The Town shall pay this amount quarterly, with payments due on or before July 1, 2026, October 1, 2026, January 1, 2027, and April 1, 2027.
- v. For all years after year 4: No later than April 1, Contractor shall generate an estimated financial statement for Contractor's Readiness and Availability Fee for the immediate previous calendar year. No later than May 1, Contractor shall generate an invoice for Contractor's Readiness and Availability Fee for the immediate previous calendar year. In the event the Total Operating Expenses exceed the Total Operating Revenue, the Town shall compensate Contractor the amount of 100% of the loss. The Town shall pay this amount quarterly, with payments due on or before the next occurring July 1, October 1, January 1, and April 1.
- vi. For purposes of calculating the Total Operating Revenue, Contractor shall exclude any Readiness and Availability Fee payments made by the Town.
- vii. The Town shall have the right to annually audit the Contractor's financial records for the EMS Service Area. If the Town's independent audit finds that final amounts require an adjustment, the Town will contact Contractor and initiate the adjustment on the next quarterly payment or the next several quarterly payments as reasonably agreed by the parties.

- viii. The Operating Deficit (the amount of loss referenced above) shall be limited to an annual increase of no more than 15%. In the event estimated financial statement(s) propose an increase in the Operating Deficit of more than 15% over the prior year, Contractor may petition the Town Manager for relief from the 15% maximum increase explaining Contractor's cost containment efforts and the extraordinary circumstances resulting in the increase to Operating Deficit. The Town Manager's decision on whether to grant relief shall be final.
- ix. Contractor, on a quarterly basis, shall provide the Town with a draft profit/loss statement in the form as set forth in Exhibit C for services rendered under this Agreement.

14. ALS Service Compensation.

- a. Compensation: Contractor agrees to pay Town a fee equal to the difference between the ADHS approved ALS Base Rate and the ADHS approved Basic Life Support (BLS) Base Rate in effect at the time of the transport for each completed Ambulance transport for which a firefighter paramedic employed by or contracted for by the Town provides ALS services on the transport by accompanying the patient with continuation of care and treatment to the destination (See Exhibit D: Paramedic Ride-In Guidelines to assist with determining when the firefighter paramedic will accompany the patient); and the firefighter paramedic employed by or contracted for by the Town completes all required documentation including billing information upon completion of the transport and provides copies to the receiving facility and Contractor. The Contractor shall pay the above fee within 30 days of the last day of the month in which the transport occurred or within 30 days after the transport data has been provided to Contractor and reconciled with the firefighter paramedic employer.
- b. Qualifications of Paramedics Employed by or Contracted for by Town: The firefighter paramedics employed by or contracted for by Town described herein shall at all times be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of ADHS. No personnel employed by or contracted for by Town providing ALS service as described herein shall be considered an employee of Contractor. Town or its contracted fire protection provider shall have the total responsibility for all salaries, wages, bonuses, retirements, withholdings, worker's compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning the personnel employed by or contracted for by Town. The Town represents that all personnel providing services under this subsection will comply with all applicable laws and regulations (including HIPAA, CMS and other training requirements).

15. Insurance.

- a. Contractor shall purchase and maintain at its own expense the minimum insurance set forth below with insurance companies authorized to transact business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of the Agreement at the Town's discretion.
- b. Insurance requirements in this Agreement are separate and independent from the indemnification requirements of this Agreement and shall not be construed to limit the scope of indemnification. By requiring insurance, the Town does not represent that coverage and limits will be adequate to protect Contractor.

- c. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of a contract, the Town, its agents, representatives, officers, directors, officials, employees and volunteers as Additional Named Insured.
- d. Required Coverage:
 - i. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability /Garage Liability Insurance with a limit of not less than \$10,000,000 for each occurrence, \$10,000,000 Products and Completed Operations Annual Aggregate, and a \$10,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. To the fullest extent allowed by law, for claims arising out of the performance of a contract (this Agreement), the Town, its agents, representatives, officers, directors, officials, employees and volunteers shall be cited as an Additional Named Insured.
 - ii. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$10,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any hazardous material, as defined by any local, state or federal authority is the subject, or transported, in the performance of this Contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.
 - iii. Workers Compensation Insurance. Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 disease policy limit.
 - iv. Professional Liability. Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$5,000,000 each claim and \$10,000,000 annual aggregate.
- e. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of Town.
- f. Primary Insurance: Contractor's insurance shall be primary insurance with response to performance of a contract and in the protection of the Town, its agents, representatives, officials, officers, employees and volunteers as an Additional Insured.
- g. Waiver: All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, employees and volunteers for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

- h. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either by purchasing an extended reporting option; or by continued renewal of the original **insurance policies**.
- i. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- j. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- k. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and, if requested by the Town, a copy of the declaration page(s) of the insurance policies as required by these requirements, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations. If any of the policies required by these requirements expire during the life of the Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date.
- l. Endorsements: Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Agreement.

16. Indemnification

- a. Indemnification by Contractor. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, upon the assertion of a claim, will defend, indemnify and hold harmless the Town, its agents, representatives, officials, employees, and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, 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, investigation and litigation, 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, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by the Contractor or any of its owners, officers, directors, agents, employees performing work or services under 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 by any of the Contractor's employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the 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 Town shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Town, be indemnified by the Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, agents, and employees for losses arising from the work performed by the Contractor for the Town.

- b. Indemnification by Town. To the fullest extent permitted by law, the Town, its successors, and assigns upon the assertion of a claim, will defend, indemnify and hold harmless the Contractor, its agents, representatives, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, 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, investigation and litigation, 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, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by the Town or any of its officers, officials, agents, or employees performing work or services under 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 by any of the Town employees. This indemnity includes any claim or amount out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the Town to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or com1 decree. It is the specific intention of the parties that the Contractor shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Contractor, be indemnified by the Town from and against any and all claims. It is agreed that the Town will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable.
17. Drug Free Workplace Program. Contractor shall maintain a drug free workplace in compliance with federal law.
 18. Affirmative Action in Employment. Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, religion, sex or national origin, qualified individuals because of their handicap status, nor otherwise commit an unfair employment practice. Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, age, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and election for training, including apprenticeship.
 19. Organizational Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise recognize a joint venture, partnership agreement or relationship, or any other formal business organization or association of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly stated in this Agreement. The Parties hereby agree that no person supplied by Contractor in the performance of this Agreement shall be an employee of Town and further agree that no right of Town's or its contracted fire protection service provider's civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning any persons supplied by Contractor in the performance of this Agreement.
 20. Patient Information. Contractor hereby agrees to abide by all policies, standards, and security procedures established by ADHS or any other state or federal law relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed on Contractor.
 21. Resolution of Disputes. In the event that there is a dispute hereunder, the Parties agree that there shall be a 45-business day moratorium on litigation during which time the Parties agree to attempt

to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held in Maricopa County, Arizona under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Contractor and Town. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the Contractor and Town shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating contract disputes. The cost of any such mediation shall be divided equally between Contractor and Town. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the 45-business day moratorium.

22. Continuation During Disputes. Contractor hereby agrees that, notwithstanding the existence of any dispute between the Parties or any other provisions of this Agreement, it shall continue to perform the obligations imposed on it under this Agreement during the continuation of any such dispute unless enjoined or prohibited by any court of competent jurisdiction or by order or decision issued by the Director of ADHS.
23. Boundary of Town. Any references in this Agreement to the geographical boundaries of Town, any use of the phrase "within Town," or similar terms shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of Town as such boundaries may change from time to time during the term of this Agreement.
24. Attorney's Fees. In the event of any litigation or other proceeding concerning Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorneys' fees.
25. Controlling Law. This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona.
26. Force Majeure. Neither Party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the Party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such Party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
27. Severability. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such part, term, or provision thereof shall be severed from this Agreement and all other provisions shall remain in full force and effect-
28. Conflicts of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511 pertaining to the conflicts of interest.
29. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, the Contractor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement, to not engage in a boycott of Israel, as defined in A.R.S. § 35-393.
30. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, ODM warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
31. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that

relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Town.

32. Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, the Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under the Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under the Agreement. The Town shall keep Contractor informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to the Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of the Agreement pursuant to this section.
33. Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager or authorized designee. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of the Agreement by Contractor.
34. Notices. All notices or demands required by this Agreement must be given to the other Party in writing, delivered by hand or by registered or certified mail at the address stated below, or to any other address the parties may substitute by giving written notice as required by this section.

ON BEHALF OF CONTRACTOR:

Professional Medical Transport, Inc.
6363 South Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

With copy to:
Glenn Kasprzyk
President, Southwest Region
Professional Medical Transport, Inc.
XXXX
XXXX
Ph: (480) 806-3630

ON BEHALF OF THE TOWN:

Town of Paradise Valley
6401 East Lincoln Road
Paradise Valley, AZ 85253
ATTN: Town Manager
Ph: (480) 348-3690

With required copy to:

Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004-2553
Attn: Andrew J. McGuire

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

IN WITNESS WHEREOF, the parties have entered into the Agreement on the Effective Date first entered above.

TOWN OF PARADISE VALLEY

**PROFESSIONAL MEDICAL
TRANSPORT, INC.**
dba PMT Ambulance,
dba Life Line Ambulance

Andrew Ching
Town Manager

Glenn Kasprzyk
President – Southwest Region

ATTEST:

Duncan Miller
Town Clerk

APPROVED AS TO FORM:

Andrew McGuire
Town Attorney

EXHIBIT A

CON 71

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA) ss
County of Maricopa

CERTIFICATE NO. - 71 -
DOCKET NO. EMS 00386

THE ARIZONA DEPARTMENT OF HEALTH SERVICES has found, under the authority of A.R.S. § 36-2232 et seq and Pursuant to Department of Health Services rules, that public necessity requires the operation of

PROFESSIONAL MEDICAL TRANSPORT, INC. dba PMT AMBULANCE dba LIFE LINE AMBULANCE dba COMTRANS AMBULANCE SERVICE, INC. dba COMTRANS AMBULANCE SERVICE dba PROMED TRANSPORT dba AMERICAN COMTRANS dba AMERICAN MEDICAL RESPONSE dba AMR

as a ground ALS and BLS ambulance service in the State of Arizona for the transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the following service area, with the following central operations station and response times:

I. Service Area:

- a) *The political Subdivision of Maricopa County, not limited to a specific date, with the exception of those geographic areas covered by the following C.O.N.s which are excluded for 9-1-1 ambulance service:*
 - i. *Buckeye Valley Rural Volunteer Fire District dba Buckeye Valley Volunteer Unit (C.O.N. No. 8), exclusion is limited to the area outside of CON 66 service area as of August 4, 2016. This exclusion is further limited to the geographic service area included on C.O.N. No. 8 issued July 1, 2015;*
 - ii. *The North County Fire & Medial District (C.O.N. No. 114); Exclusion area is limited to the geographic service area included on C.O.N. No. 114 as issued on August 7, 2015;*
 - iii. *Daisy Mountain Fire District (C.O.N. No. 105); exclusion is limited to the geographic service area included in C.O.N. No. 105 issued on May 22, 2014;*
- b) *Town of Queen Creek*
- c) *All of Maricopa County, for prescheduled, interfacility and convalescent transports.*

Now, therefore, by virtue of the authority vested in the Arizona Department of Health Services, under the constitution and laws of the State of Arizona, does hereby grant this

RENEWAL

CERTIFICATE OF NECESSITY

authorizing the operation of the aforesaid ambulance service for a period ending October 31, 2024 unless for cause sooner amended, suspended, revoked or terminated subject to the decisions and orders, and rules of the Department.

PROVIDED, that this certificate shall not be assigned nor transferred unless authorized by the Arizona Department of Health Services.



BY THE ORDER OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN WITNESS WHEREOF, I JENNIE CUNICO, the Acting Director of the Arizona Department of Health Services, have hereunto set my hand and caused the official seal of the Arizona Department of Health Services to be affixed at Phoenix, Arizona on September 15, 2023.

J. Cunico
DIRECTOR'S DESIGNEE

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

CERTIFICATE NO. - 71 -

County of Maricopa

DOCKET NO. EMS 00386

2. Legal Address: *6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111*

3. Response Times:

Response times for code 3 response on 9-1-1 calls:

- A. 10 minutes on 90% of all ambulance calls*
- B. 15 minutes on 95% of all ambulance calls*
- C. 20 minutes on 97% of all ambulance calls*

INTER-FACILITY ARRIVAL TIMES

- A. Arrive at the facility within sixty minutes, zero seconds (60:00) of the requested arrival time on ninety (90) percent of all non-urgent transfers from a Arizona Department of Health Services licensed Hospital, Long-Term Care Facility, Behavioral Health In-patient Facility or Freestanding Urgent Care Centers as defined in ARS 36401(19).*
- B. Arrive at the facility within thirty minutes, zero seconds (30:00) of the requested arrival time on ninety (90) percent of all urgent transfers from a Arizona Department of Health Services licensed Hospital, Long-Term Care Facility, Behavioral Health Inpatient Facility or Freestanding Urgent Care Centers as defined in ARS 36-401(19).*

Special Provisions:

Non-urgent transfer — is scheduled at least one (1) hour in advance and shall mean a stable patient that has a low risk or medium risk of his or her condition deteriorating as determined by the patient's transferring clinician. Examples of patients requiring a Non-Urgent Transfer include patients in a stable condition: with established IV or vascular access; IV medications not requiring constant hemodynamic monitoring including pain medications; with pulse oximetry; increased need for ALS assessment and interpretation skills; 3 or 12 lead EKG monitoring; basic cardiac medications, e.g. heparin or nitroglycerin; or the need for continued ALS assessment and interpretation skills.

Urgent transfers — is immediate and shall mean a patient that has a high risk of his or her condition deteriorating as determined by the patient's transferring clinician. Examples of patients requiring an Urgent Transfer include patients in a stable condition: requiring advanced airway support by secured, intubated, on ventilator; patients on multiple vasoactive medication drips; patients whose condition has been initially stabilized, but has likelihood of deterioration based on assessment or knowledge of provider regarding specific illness/injury. A patient is not stable if he or she is clinically deteriorating and is in need of a time-sensitive intervention not available at the transferring facility. Examples of patients that are not stable include patients; who require invasive monitoring; are post resuscitation; have sustained significant multi-system trauma, acute STEMI or acute stroke; or are hemodynamically unstable.

CERTIFICATE OF NECESSITY

(CONTINUATION PAGE ONE)

EXPIRES October 31, 2024

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

CERTIFICATE NO. - 71 -

} ss

County of Maricopa

DOCKET NO. EMS 00386

4. **Type of Service:** *Immediate Response Transports, Interfacility Transports, and Convalescent Transports.*

5. **Hours of Operation:** *24 hours per day – 7 days per week*

CERTIFICATE OF NECESSITY

(CONTINUATION PAGE TWO)

EXPIRES October 31, 2024

Exhibit B

RESPONSE TIME QUARTERLY REPORT FORMAT

2023		
Average Response Times		
Total Average Resp Time	Code 2 Average	Code 3 Average
0:10:06	0:10:12	0:09:59
Transport/Cancel Rate		
Row Labels	Count of Call Outcor	Percentage
PARADISE VALLEY	969	
Cancel	95	9.80%
Dry Run	290	29.93%
Transport	584	60.27%
Grand Total	969	
Code 2 vs Code 3		
Row Labels	Count of Final Priori	Percentage
PARADISE VALLEY	970	
P1 Code 3 - EMS	936	96.49%
P3 Code 2 - EMS	34	3.51%
Grand Total	970	
Top 5 Call Types		
Row Labels	Count of Nature of C	Percentage
PARADISE VALLEY	970	
17 Falls (C3)	218	22.47%
26 Sick Person (C3)	160	73.39%
31 Unconscious/Faint (C3)	116	11.96%
06 Breathing Problems (C3)	55	5.67%
30 Traumatic Injuries (C3)	52	5.36%

EXHIBIT C

QUARTERL DRAFT PROFIT & LOSS FORMAT

Sample Format

AMR Paradise Valley		
Financial Statement (unaudited)		
For the X month period ending XX/XX/XXXX		
Revenues		
Gross Ambulance Tx Revenue	\$	705,203
Contractual Allowance/Uncomp Care	\$	(361,329)
Total Net Revenue	\$	343,874
Expenses		
Salaries	\$	442,067
Benefits/Taxes	\$	85,781
Depreciation/Amortization	\$	43,339
Vehicle Operating Costs	\$	22,232
Med Supplies	\$	9,023
Insurance	\$	27,943
Other Operating Expenses	\$	58,820
Management Support Services	\$	100,971
Total Expenses	\$	790,175
Total EFO	\$	(446,301)
Provision for Federal Income Tax	\$	(93,723)
Provision for State Income Tax	\$	(21,869)
Net Income	\$	(330,709)

EXHIBIT D
PARAMEDIC RIDE-IN GUIDELINES

PURPOSE:

The purpose of this document is to provide guidance in recognizing patient care situations that may require follow-up with a patient by an ALS Provider.

GUIDELINE:

This document was developed after careful consideration of the following:

1. The patient's chief complaint and condition
2. Patient situations that may require the present of two ALS personnel during transport to a receiving facility.
3. Location of receiving facilities
4. Ambulance staffing requirements.

Consideration as to whether there is a need for the firefighter paramedic to accompany the patient during transport should be based on:

- Patient's condition and/or presentation
- Patient's medical history
- Mechanism of Injury
- Safety concerns

Recognizing that it is impossible to produce a comprehensive list of all possible patient situations, the following are provided as examples of situations that may require more than one ALS provider:

- Acute Stroke
- Altered Mental Status (altered for the patient)
- Cardiac Arrest requiring transport.
- Respiratory Arrest
- Continuous IV infusion of a medication
- Electrical therapy used (e.g., synchronized cardioversion, defibrillation, or transcutaneous pacing)
- Eclampsia / pre-eclampsia
- Imminent childbirth
- Vaginal bleeding in pregnant patient with fetus of 24 weeks, or greater, gestation
- Medications administered without improvement or relief of symptoms.
- Request of the ambulance paramedic
- Seizures
 - Adult - active seizure or status epilepticus
 - Pediatric - first time seizure, active seizure, unstable febrile seizure, or status epilepticus
- STEMI
- Trauma - all immediate transport (by injury) patients

Town of Paradise Valley

Town of Paradise Valley Ambulance
Services

Council Meeting

April 25, 2024



Overview



- The Town’s contract with its ambulance provider, Professional Medical Transport, Inc. expires on April 30, 2024.
- PMT and the Town have negotiated a new contract to continue a “dedicated” ambulance serving the Town.

Proposed Contract Terms

- PMT to provide an ALS ambulance staged in Town on a 24/7 basis to respond to calls within the Town, except for limited mutual aid to adjacent municipality
 - Benefit: a close by ambulance to quickly respond
- Term: 5 years, with 5 1-year extensions upon mutual consent
 - Either party may terminate with 180 days' notice
- PMT to implement enhanced services:
 - Nurse Navigation for low acuity calls
 - Community Paramedicine Services



Proposed Contract Terms (cont'd)



- Readiness and Availability Fee
 - To secure a dedicated ambulance in the Town
 - Town to pay a Readiness and Availability fee calculated as a % of net revenue shortfall on the following schedule, paid in quarterly installments:
 - Year 1 – 30%
 - Year 2 – 50%
 - Year 3 – 75%
 - Year 4 – 100%
- Net revenue shortfall limited to maximum of 15% annually
- Year 1 Fee – estimated at \$99,000
- Town has right to annually review/audit financial records



Questions?

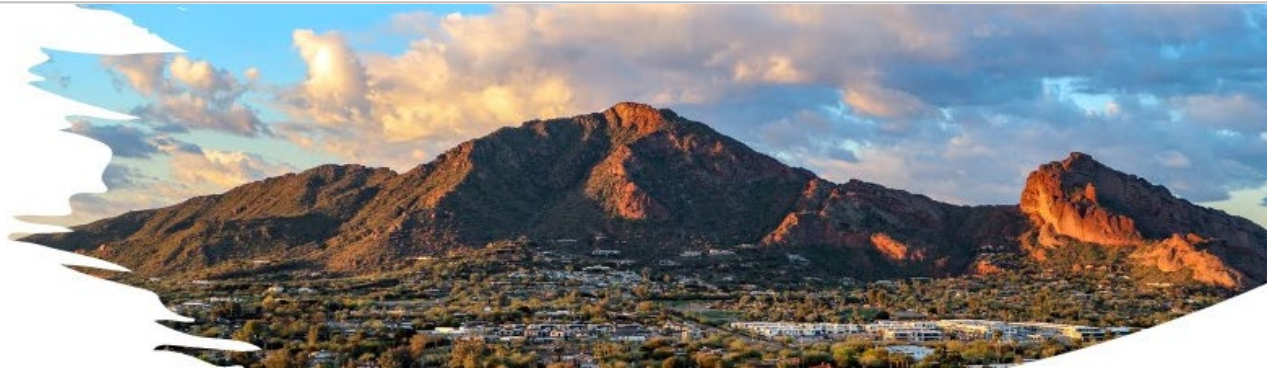


Action Report

File #: 24-144

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

RECOMMENDATION:
Review the current list of pending agenda topics.



COUNCIL AGENDA SCHEDULE 2024

MEETING DATE	5/9	5/23
Executive Session	Town Manager Performance Review	
Study Session	Community Services Funding Recommendation Town Manager/Clerk	Mockingbird Ln Improvements 56th St to Invergordon - CDD/Engineering
	Employee Handbook HR Director	
	Budget Follow Up Items - Pension and Financial Management Policies	
Presentations	Historic Property Recognition - 6228 E San Miguel Pl	
Consent Agenda	Designate CFO to File AELR - Finance/CFO	Software Maintenance Agreement Expenditure Authorizations
		Sewer Maintenance Contract - CDD/Engineering
		IGA with Justice Court
		PSPRS Pension Funding Policy Finance/CFO
		Financial Management Policy Finance/CFO
Public Hearings	Special Meeting / Final Budget Adoption Finance/CFO	PWSF Ordinance - CDD/Planning
Action Items		Community Services Funding
		Employee Handbook - HR Director
		Experience Scottsdale Contract Renewal - Town Manager



TOWN COUNCIL AGENDA SCHEDULE 2024

MEETING DATE	6/13	6/27	8/15 SM	9/12	9/26
Executive Session					
Study Session	Stormwater Master Plan Check In #1 - CDD/Engineering				
	Town Entry Monument Design Concepts CDD/CIP				
Presentations					
Consent Agenda					
Public Hearings					
Action Items			Canvass of the Election Town Clerk		



TOWN COUNCIL AGENDA SCHEDULE 2024

MEETING DATE	10/10	10/24	11/14	12/12	
Executive Session					
Study Session					
Presentations					
Consent Agenda					
Public Hearings					
Action Items					

This is a tentative calendar and subject to change

Items to be scheduled - Numbering does not reflect priority or order in which items will be scheduled

- 1 Community Development/Zoning Process Improvements
- 2 Cellular Service Improvements (not associated with 5G)
- 3 SRP Utility Undergrounding - Rose Ln
- 4 Voluntary Water Conservation Outreach and Education
- 5 Fire Fund Fee Analysis (Finance)