



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, SEPTEMBER 23, 2025
5:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **Discussion and presentation by Maggie Holmberg, Economic Development Manager, regarding wayfinding signs and placemaking branding.**
3. **Discussion and presentation by Will Dingee, Assistant Development Services Director, in consideration of a possible Text Amendment for adjacent Right-Of-Way (ROW) Maintenance.**
4. **ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, SEPTEMBER 23, 2025
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. **CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Presentation by Caitlin Montano of SRP regarding Arizona Water-Wise Kits.
3. **CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment on items not on the agenda will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.
- b. Consideration and possible action to approve the Pickleball Facilities Capital Campaign Donor Levels and Recognition Opportunities.
- c. Consideration and possible action to approve the August 26, 2025, regular meeting minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Public hearing, consideration, and possible action on Ordinance No. 2025-956 regarding Renewable Energy Facilities in Chino Valley.

Recommended Action: 1) Hold a Public Hearing; 2) Approve Ordinance 2025-956.

- b. Consideration and possible action to approve the conveyance of the Peavine Trail Easement, from Road 5 North to Road 6 North, from the Trust for Public Land.

Recommended Action: Approve the conveyance of the Peavine Trail Easement, from Road 5 North to Road 6 North, from the Trust for Public Land.

- c. Consideration and possible action to approve a Cooperative Purchasing Agreement with Vanguard Truck Center to purchase a new 2025 Mack six-wheel dump truck in the amount of \$128,148.00.

Recommended Action: Approve the Cooperative Purchasing Agreement with Vanguard Truck Center to purchase a new 2025 Mack six-wheel dump truck in the amount of \$128,148.00.

- d. Consideration and possible action to approve a Cooperative Purchasing Agreement with Empire Machinery to purchase a new 2025 Caterpillar Skid Steer Loader in the amount of \$122,425.57.

Recommended Action: Approve the Cooperative Purchasing Agreement with Empire Machinery to purchase a new 2025 Caterpillar Skid Steer Loader in the amount of \$122,425.57.

- e. Consideration and possible action to approve a Cooperative Purchasing Agreement with Crafcro Inc. to purchase a new KM T2 Asphalt Recycler in the amount of \$103,225.13.

Recommended Action: Approve the Cooperative Purchasing Agreement with Crafcro Inc. to purchase a new KM T2 Asphalt Recycler in the amount of \$103,225.13.

- f. Consideration and possible action to approve a Statement of Direction on Council vision and strategy for the marketing and development of Old Home Manor.

Recommended Action: Approve the Statement of Direction on Council vision and strategy for the marketing and development of Old Home Manor.

7. ADJOURNMENT



TOWN COUNCIL NOTICE & AGENDA

**EXECUTIVE SESSION
TUESDAY, SEPTEMBER 23, 2025
6:30 PM**

COUNCIL CONFERENCE ROOM | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

- 1. CALL TO ORDER; ROLL CALL**
- 2. An executive session for legal advice pursuant to A.R.S. § 38-431.03 (A)(3) regarding Town authority on transaction privilege taxes.**
- 3. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or salary of Terri Denemy, Town Manager, as part of a requirement in the Town Manager's contract for an initial six-month review.**
- 4. ADJOURNMENT**

Dated this 16th day of September, 2025.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on the Town of Chino Valley website, www.chinoaz.net.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____

Time: _____

By: _____
Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2
MEETING DATE: 9/23/2025
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Discussion and presentation by Maggie Holmberg, Economic Development Manager, regarding wayfinding signs and placemaking branding.

SUMMARY:

Wayfinding signs are essential navigational tools that help people find their way through cities and towns, providing clear directions and information to enhance navigation and visitor experience. They are also a placemaking and branding visual tool, giving a town a sense of identity and recognition through consistency and repetition. The Town of Chino Valley has a lot to offer that often gets missed by visitors who may consider us a "drive-through" town on their way to other locales, rather than a destination in itself with unique amenities to stop, stay, and enjoy. Having a wayfinding signage system throughout town will allow visitors to learn about and be encouraged to discover the different attractions available in Chino Valley, and subsequently spend money locally while visiting the town. Not only will Chino Valley gain recognition for its unique amenities, but also local businesses will benefit from the "stay and play" traffic the signage program will generate. Encouraging more "stay and play" traffic supports the Council's goal of expanding and diversifying our sales tax revenue.

Wayfinding signage contains a consistent iconic masthead or logo, combined with symbols and arrows. This program requires ADOT approval as the signs will begin along State Route 89. The town has been working with Civiltec on sign design, content, and location selection to meet ADOT positioning requirements, as well as ensure that they are properly located throughout Town for both the community and visitors to guide them to destinations of note.

In this Study Session, staff will present options and solicit Council input on the program, and most importantly on the placemaking logos on the top of wayfinding signage. This branding will be used across marketing tools for consistency and recognition. The goal is to select a design that reflects the distinct character of Chino Valley, will be easily recognizable, and provide a sense of our culture and personality to our traveling public.

PREVIOUS ACTION:

Town Council approved the Economic Development budget line item for the Wayfinding project in 2023.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 9/23/2025
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

SUMMARY:

There is a new proposed national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. In 2020, the Town signed on to the "One Arizona" opioid settlement agreement, which included the Town in settlements with Janssen (Johnson & Johnson), McKesson, Cardinal Health, and AmerisourceBergen, and signed up to participate in additional settlements in 2023 with Teva, Allergan, CVS, Walmart, and Walgreens, in 2024 with Kroger, and in 2025 with Purdue.

As with the others, the Town must opt into this settlement before it can receive any proceeds. The attached Subdivision Participation and Release Form is due by October 8, 2025. This form must be approved by the Council before execution. By executing the form, the Town will forever waive any and all claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus related to their role in the opioid epidemic. In exchange, the Town will receive a share of settlement payments calculated under the One Arizona Agreement.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Town of Chino Valley's participation in the national opioids settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

FISCAL IMPACT?

The Town will potentially receive a share of the settlement to allocate towards programs that remediate the opioid crisis.

ATTACHMENTS:

1.	Action_Required_Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Direct Settlement - CL-1763036
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2.	RefNum CL-1763036 national opioid settlement notice settlement overview
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New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Chino Valley town, AZ
Reference Number: CL-1763036

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Arizona is participating in the Secondary Manufacturers Settlements.

Arizona is eligible and participating in the settlements with all eight manufacturers, therefore, the subdivisions in Arizona are eligible to participate in all eight manufacturers' settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if Arizona is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the

amount of money for programs to remediate the opioid crisis in Arizona. Please note, the distribution of settlement funds will be determined by the One Arizona Distribution of Opioid Settlement Funds Agreement.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona Attorney General's Office, Jane.Fallon@azag.gov or 602-542-7972.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Chino Valley town	State: AZ
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Chino Valley town, AZ
Rubris Reference Number: CL-1763036

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 9/23/2025
CONTACT PERSON: Cyndi Thomas, Community Services Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Pickleball Facilities Capital Campaign Donor Levels and Recognition Opportunities.

SUMMARY:

The Town of Chino Valley has partnered with the Chino Valley Pickleball Association (CVPA) to promote recreational opportunities and expand access to pickleball facilities within the community. As part of this partnership, CVPA is seeking to enhance community support through a structured donor recognition program.

The CVPA has proposed offering recognition opportunities to prospective donors to encourage private contributions for facility improvements, equipment, and community events. These opportunities include tiered sponsorship levels and naming rights for specific features such as courts, benches, scoreboards, and tournament sponsorships. Recognition may also include signage, website, and social media mentions, and inclusion in public communications.

Town Council is being asked to approve the attached slate of sponsorship, donor, and naming opportunities to be used as key marketing and fundraising tools for CVPA and Town staff. All recognition opportunities are subject to final review and approval by Town Council to ensure alignment with Town policies, facility naming guidelines, and community standards.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Pickleball Facilities Capital Campaign Donor Levels and Recognition Opportunities.

FISCAL IMPACT?

Funds received by CVPA will reduce reliance on Town resources for construction and future maintenance.

ATTACHMENTS:

1.	CVPA Proposed Donor Levels & Recognition Opportunities for Capital Campaign as of September 5, 2025 v2
2.	2025 Sept 5 Donor Categories for packet v2

Chino Valley Pickleball Association (CVPA), a non-profit 501(c)3, EIN 92-3925980
382 W. Butterfield Road #250 Chino Valley, AZ 86323 ChinoValleyPickleballDONOR@gmail.com

Proposed Donor Levels & Recognition Opportunities for Capital Campaign (as of 9/5/2025)
For Review and Approval by Council

Donor Category Name	Amount of Donation	Recognition	Limitation	Comment
Ramada, next to Pickleball Courts, with Electric (Size TBD) (One available)	\$100,000+	Naming Right**	Initial and Continuing naming right, subject to approval by Town Council	Prescott Pioneer Park Ramada is 35' X 40'. Request input from Celia on town space available.
Pickleball Court (8 available) (Stub-in for electric, or add lighting, depending on budget. Council and Town Staff to select court colors)	\$50,000+	Naming Right**	Initial and Continuing naming right, subject to approval by Town Council.	See photos att. Naming near court sideline on outer area surface or on signage attached to fencing. Good quality sign material on fencing.
1/2 Pickleball Court (16 available)	\$25,000+	Naming Right**	Initial and Continuing naming right, subject to approval by Town Council.	Same as above, split between two donors
Platinum (unlimited)	\$20,000+	Wall of Thanks Recognition (Alternate idea: place recognition plaques along walkways or on larger arch)	Recommend Wall of Thanks to be placed within the Ramada, somewhat weather protected. OR plaques along walkway, or along longer arch	See photo of Embry Riddle Wall. See photos of arch and walkway from Best Friends Animal Sanctuary. Request input from Celia, Town Staff & Council
Gold (unlimited)	\$10,000+	Wall of Thanks Recognition	Same as above	Same as above
Silver (unlimited)	\$5,000+	Wall of Thanks Recognition	Same as above	Same as above
Copper State (unlimited)	\$1,000+	Name etched in Block/Stone (larger than a paver/brick)	Recommend a low, block wall built for sitting near courts.	Request input from Celia, Town Staff & Council
Founding Donor (limited only by time*)	\$1,000 or higher*	Founders' Arch, wooden, matches Ramada, or along walkway, or bench signage. See photo.	*All contributions of \$1,000 or higher made on or before December 31, 2025	Founding Donor may be recognized in more than one category. See photo.

**Subject to formal approval by Chino Valley Town Council.



Sponsor/naming rights on Court sidelines



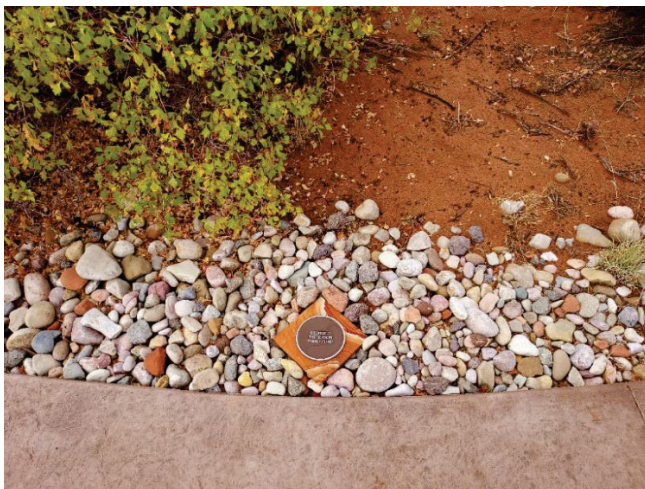
Wall of Thanks (Embry Riddle)



Wooden Founders' Arch, mirror design of Ramada



Best Friends Animal Sanctuary, Kanab, UT – Metal Arch with donors in circles along sides



Walkway acknowledgements



Best Friends Animal Sanctuary, Kanab, UT



Alternative idea for Founders or other donors, significant plaque near concrete bench, or engraved concrete bench.



The Chino Valley Pickleball Association (CVPA) Foundation thanks you in advance for your support.

Below are available Donor categories and Recognition Opportunities.

Note: The number of available Donor level Opportunities will change as fellow donors make their selections.

Donor Category Name	Amount of Donation	Recognition	Limitation
Ramada/Shade Structure, next to Pickleball Courts (one available)	\$100,000+	Naming Right** - <i>Honor an individual, family, company, or organization</i>	Initial and continuing naming right, subject to approval by Town Council
Pickleball Court (eight available)	\$50,000+	Naming Right** - <i>Honor an individual, family, company, or organization</i>	Initial and continuing naming right, subject to approval by Town Council
½ Pickleball Court (16 available)	\$25,000+	Naming Right** - <i>Honor an individual, family, company, or organization</i>	Initial and continuing naming right, subject to approval by Town Council
Platinum (unlimited)	\$20,000+	Wall of Thanks, or Walkway signage, or Arch recognition	Await direction from town
Gold (unlimited)	\$10,000+	Wall of Thanks, or Walkway signage, or Arch recognition	Await direction from town
Silver (unlimited)	\$5,000+	Wall of Thanks, or Walkway signage, or Arch recognition	Await direction from town
Copper State (unlimited)	\$1000+	Name etched in block/stone on low wall near courts	Await direction from town
Founding Donor (limited only by time*)	\$1000+	Special Founding Donor category acknowledgement, either Arch, Bench, or Walkway signage	*All contributions of \$1000 or higher received on or before December 31, 2025. Note: Founding Donor may be recognized in more than one category.

**Subject to formal approval by Chino Valley Town Council.

Chino Valley Pickleball Association (CVPA), a non-profit 501(c)3, EIN 92-3925980
382 W. Butterfield Road #250 Chino Valley, AZ 86323
ChinoValleyPickleballDONOR@gmail.com



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 9/23/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the August 26, 2025, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the August 26, 2025, regular meeting minutes.

ATTACHMENTS:

1.	2025 08 26 CC RG EX MND wWM
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**MINUTES OF THE REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, AUGUST 26, 2025
6:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Armstrong called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Joshua Noden (Sgt. at Arms), Human Resources Director Laura Kyriakakis, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Police Chief Josh McIntire, Community Services Director Cyndi Thomas, Recreation & Events Coordinator Morgan Heiner, Recreation & Events Coordinator Rebekah Segien, Economic Development Manager Maggie Holmberg, IT Support Technician Sandra Santos, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation of Life-Saving Awards to Lifeguards Tatum Legler, Sage Rhys-Evans, Kaylynn Rhys-Evans, Javier Johns, and Maci Fry.

Cyndi Thomas, Community Services Director, reported on the life-saving incidents, read a letter from Cheryl Seconder, recognized and presented the recipients with their Life-Saving Awards.

- b. Presentation of Prescott Living Magazine "Men of Vision Award" to Mayor Tom Armstrong by Maggie Holmberg, Economic Development Manager, on behalf of Prescott Living Magazine and Rox Media.

Maggie Holmberg, Economic Development Manager, presented the "Men of Vision" Award to Mayor Armstrong on behalf of Rox Media, producers of Prescott Living Magazine.

- c. Report from Frank Marbury, Public Works Director/Town Engineer on emergency electrical repairs authorized by Mayor Tom Armstrong for the Chino Valley Water Reclamation Facility (WRF).

Frank Marbury, Public Works Director, presented the following:

- Electrical issues were found in the WRF which could result in potential equipment damage or electrocution.
- Mayor Armstrong approved the work under an emergency purchase order for \$60,571.29.
- The final billing has not come in yet, but staff believed it would be under the original estimate; possibly between \$37,000 and \$45,000.
- Staff was reporting the matter to Council as it did not fall under normal procurement procedures. The repairs should be able to come out of the capital improvement project budget rather than contingency funds.

Council and staff discussed the following:

- Councilmember Switzer inquired if the existing equipment was not installed properly.
 - Staff stated that was correct; the work had been done 20 years ago. There were also issues of corrosion.

d. Presentation and annual update by Laura Kyriakakis, Human Resources Director.

Laura Kyriakakis, Human Resources Director, presented the following:

- Reviewed the functions of the HR Department, essential roles, mission and core values including:
 - Recruitment and selection
 - Job classification & compensation planning
 - Employee relations
 - Legal compliance
 - Ensuring a fair and legal hiring process
 - Driving growth, competitiveness, and sustainability
 - Focusing on assets (making sure employees are satisfied, engaged, and have appropriate resources to be successful)
 - Employee benefits including compensation, health insurance, retirement, culture and environment, and workplace flexibility
 - Risk Management

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment on items not on the agenda will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Susie Jarvis, President of the Chino Valley Pickleball Association, presented the following:

- She thanked the Council for allocating funds for the FY2025/26 park improvements which would help cover ground preparation and related foundation work for parking and amenities at the Community Center park and prepare pads for public pickleball courts.
- She also thanked Town staff for their guidance and expertise.
- The association would be hosting an introduction to pickleball on Monday, September 1st as part of Territorial Days events.
- Discussed fundraising and donor options.

Keith Conrad, not a Town of Chino Valley resident, presented the following:

- He owned Snap Fitness, Chino Valley. He expressed concern over a tax audit that assessed his business owed six years of retroactive transaction privilege tax (TPT) assessments. He stated the business, accountants, nor tax professionals were aware of the matter.
- He referred to a Town action to remove an exemption from memberships of 28 days or more and stated that no one knew about it.
- He stated he owns another business that is known to be required to charge TPT and they do so and make their TPT payments every month. He stated he was not trying to circumvent anything, rather was misinformed and was asking for help.

Mayor Armstrong referred the matter to the Town Manager and Town Attorney.

Leanne Shearer, not a Town of Chino Valley resident, presented the following:

- She owned Anytime Fitness, Chino Valley. She expressed concern over a tax audit that assessed a retroactive tax liability on the business. She stated she was not trying to get out of paying taxes, but was looking for fairness, transparency, and due process.
- She referred to A.R.S. § 42.6053 and § 42.6054 regarding adopting tax code changes by ordinance at public meetings and stated that the Town has not produced proof that the steps were completed.
- She stated that Prescott Valley took a different approach and paused enforcement on local businesses and forgave retroactive tax liabilities and is now reviewing whether to remove the tax code altogether.
- She filed a formal complaint with the Arizona Department of Revenue.
- She asked the Council to pause the audits and enforcement actions until the legality of the matter could be confirmed.

Mayor Armstrong referred the matter to the Town Manager and Town Attorney.

Neil Boone, not a Town of Chino Valley resident, presented the following:

- He serves as the tax advisor for Ms. Shearer and Mr. Conrad. He serves many business owners in Chino Valley and asked that the enforcement be based on legally documented procedure. He felt the enforcement was premature and unsubstantiated.
- He also referred to A.R.S. § 42-6053 and § 42-6054.
- He was hoping to work together to find a resolution without further escalation.

Mayor Armstrong referred the matter to the Town Manager and Town Attorney.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

Councilmember Larry Holt presented the following:

- The Territorial Days car show would be held on Sunday.

Vice-Mayor Granillo presented the following:

- He attended the League conference last week. He thanked the staff for their work on the display and felt they represented the Town well.

- b. Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

Terri Denemy, Town Manager, presented the following:

- Territorial Days, the Town's signature event, is a collaborative event of several local groups. It would start on Friday and include several events such as:
 - Movie in the Park
 - Lion's Pancake Breakfast
 - Vendors in the Park
 - Parade
 - FFA Corn Dinner
 - Car Show
 - Free Swim
 - Fireworks Show
 - Pickleball Introduction
- Town offices would be closed on Monday, September 1st in recognition of Labor Day, reopening at regular business hours on Tuesday, September 2nd.
- Announced the Town's receipt of the 2025 CDBG Development of the Year Housing Hero Award for the remodeling of the Senior Center Kitchen.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve consent agenda items a,b,c,and d.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- a. Consideration and possible action to approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., to consolidate existing contracts and purchase additional goods and services for body cameras, tasers and other related items for an amount not to exceed \$549,408.00 over a 60-month term.
- b. Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Purdue and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.
- c. Consideration and possible action to approve the June 24, 2025, study session, regular meeting, and special meeting minutes.
- d. Consideration and possible action to approve the July 8, 2025, study session and regular meeting minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Public hearing, consideration, and possible action to approve Ordinance No. 2025-955, increasing the transaction privilege tax rate from 2.0% to 3.0% on manufactured building sales.

Recommended Action: 1) Hold the public hearing; 2) Approve Ordinance No. 2025-955.

Vice-Mayor Granillo recused himself from this item and exited the meeting.

Katie Pehl, Finance Director, presented the following:

- Gave a brief history on this matter over the last few years.
- Discussed how manufactured buildings are taxed.
- Provided a comparison of Chino Valley's tax versus surrounding communities.
- Gave a breakdown of the cost implications for the increase.

There was no further discussion on the matter.

Mayor Armstrong opened the public hearing.

Erin Deskins, Town Clerk, stated there were no requests to speak.

Mayor Armstrong closed the public hearing.

MOVED by Councilmember John McCafferty, seconded by Councilmember Larry Holt to approve Ordinance No. 2025-955, increasing the transaction privilege tax rate from 2.0% to 3.0% on manufactured building sales.

AYE: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

ABSTAIN: Vice-Mayor Eric Granillo

6 - 0 Passed - Unanimously

Vice-Mayor Granillo rejoined the meeting.

- b. Consideration and possible action to approve the Intergovernmental Agreement (IGA) for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

Recommended Action: Approve the Intergovernmental Agreement (IGA) for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

Joshua McIntire, Chief of Police, presented the following:

- Provided the definition of an IGA and the purpose it serves.
- Gave details on why the Town needed this IGA to ensure proper emergency management and response. This IGA did not mean that Yavapai County would come in and take over the management of an emergency; rather, they would act as a support mechanism.

There was no further discussion on this matter.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve the IGA for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- c. Consideration and possible action to approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

Recommended Action: Approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

Laurie Lineberry, Development Services Director, and Will Dingee, Assistant Development Services Director presented the following:

- This item had been delayed one year and nine months while staff worked on the solar ordinance.
- The project would take about 18 months to complete. It would be a little more complicated than the General Plan as it must be internally consistent and staff would need to ensure that the work they had done in prior years is saved.
- Engineering codes would be separated and go back to the engineering department.
- The consultant was available for questions.

Council and staff discussed the following:

- Councilmember Schacherer inquired if they were ready to start the project now.
 - Staff stated it would take them about a month to refine the scope with the consultant, and would be able to jump in by October.
- Councilmember Holt inquired if this would include solar.
 - Staff stated they would not be touching solar.
- Councilmember McCafferty inquired when the project was funded.
 - Staff stated it was funded two years ago.
 - Councilmember McCafferty inquired if staff anticipated additional budget needs.
 - Staff stated they are budget tight.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- d. Consideration and possible action to approve a position title and duty change in the Public Works Department moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

Recommended Action: Approve a position title and duty change in the Public Works Department, moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

Frank Marbury, Public Works Director, presented the following:

- The department's previous administrative technician took a new position in the Town Manager's office.
- Staff worked with the Town Manager, Finance, and Human Resources departments to evaluate the position and see what would be best for the department and Town and discussed the additional duties staff discovered needed to be covered by the position.
- The current budget would support the difference in salary.

Council and staff discussed the following.

- Councilmember Schacherer pointed to the responsibility of the position to handle random drug testing for CDL drivers. He reported that state law specifies that HR or a designated manager should cover that role.
 - Andrew McGuire, Town Attorney, stated that State Statute requires that it be handled by HR, a manager, or designated manager, and the designation could go down as many levels as the Town sees fit. He inquired if there was a concern with the delegation.
 - Councilmember Schacherer stated that he was always notified by HR of his random drug tests and was responsible for his own CDL. He stated that the job description states that the position would be notifying people when their CDL's were expired or physicals were due. He felt work was being created for the position.
 - Staff further discussed the process of drug testing for new employees and CDL holders.
- Councilmember Schacherer inquired who would pay for the GIS certification requirement.
 - Staff stated that they only anticipated the position to be at a user-level not requiring a certification. Staff suggested striking the requirement for the GIS certification from the job description.
- Councilmember Schacherer inquired who would pay for the International Code Council (ICC) certification requirement.
 - Staff stated that the Town would pay for that and stated the ICC certification needed to stay as the position would be working with permits, and it wouldn't be a large cost (about \$150).
- Councilmember Schacherer inquired about the job description stating, "may require possession of a valid driver's license" and questioned if the Town would be required to provide a driver if the employee needed to go somewhere.
 - Staff stated that was a standard requirement town-wide. Staff stated this allowed for flexibility in hiring if someone fits the job, but doesn't have a driver's license.
- Councilmember Schacherer referred to a question he asked earlier in the year regarding See-Click-Fix about needing to hire additional staff and inquired about this position being required to use that software.
 - Staff stated it was required in the previous position as it is an administrative, clerical duty. The software did not yet exist when the prior job description was created, but the prior employee did have administrative input duties in that software. Staff wanted the new position to be able to input data as well as manipulate data and generate reports and output for the data.

- Councilmember Holt inquired why the position was going from a paygrade 17 to 20 when it was still a clerical position.
 - Staff stated that the duties that the department needs is more in line with the senior admins throughout the Town.
- Councilmember Holt inquired why this wasn't done during the budget process.
 - Staff stated that it was part of the learning process. The previous employee was the first admin that Public Works had. They were just now figuring out what the job really required.
- Vice-Mayor Granillo inquired how long it would take to get a GIS certification.
 - Staff did not know offhand, but requested to remove that requirement. Other employees had been using GIS for several years without a certification.
- Vice-Mayor Granillo asked how long it would take to get the ICC certification.
 - Staff stated that it depends on the person. Some complete it in a month, some require a year.
- Vice-Mayor Granillo felt the Town should be willing to train its employees.
- Further discussion ensued regarding the duties required at paygrade 17 versus 20, along with restructuring the Town, requiring additional duties of the department.
- Councilmember McCafferty inquired where the additional money was coming from.
 - Staff stated that the position was a vacancy during the budget process. Vacancies are budgeted at mid-range. There would also be salary savings due to the period of time between the last employee vacating the position and the impending new hire. Future budget years would need to accommodate paygrade 20 rather than 17.
- Councilmember McCafferty inquired about the price difference between a 17 and 20.
 - Staff stated it was an \$8,000 difference.
- Councilmember Switzer stated that they didn't have to hire at the mid-range.
 - Staff stated that was correct. It would be based on qualifications and the advice of HR.
- Councilmember McCafferty inquired if it was a difficult position to fill.
 - Staff stated they got lucky the first time. Staff felt there were some good candidates that applied for other positions that they might be able to utilize for this position.
- Councilmember Schacherer inquired what the person would be paid.
 - Staff stated they couldn't answer that because they don't know who the candidate would be.
- Councilmember Schacherer stated that he was concerned that any position that was not "senior" could say they want the position to be "senior" now because they've reached the top of their pay.
 - Staff stated that they have not hired anyone at the top pay and instead hire at mid-range or below.
- Further discussion ensued regarding making the GIS certification an option.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve a position and duty change in the Public Works Department moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule with the exception of "may need a GIS administrative certification within 12 months of hire."

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: Councilmember Robert Schacherer

6 - 1 Passed

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to enter Executive Session.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn the meeting at 7:43 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of August, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2025.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 9/23/2025
CONTACT PERSON: Laurie Lineberry, Development Services Director, Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action on Ordinance No. 2025-956 regarding Renewable Energy Facilities in Chino Valley.

SUMMARY:

Back in March 2025, Council gave staff clear direction to draft a new ordinance that would prohibit any additional utility-scale renewable energy facilities in Chino Valley. In response, this text amendment spells out definitions for key terms such as “utility-scale solar facility,” “utility-scale wind farm,” “concentrated solar power,” and “utility-scale battery energy storage system” so there’s no confusion about what falls under the prohibition. At the same time, the amendment makes room for responsible, small-scale renewable energy that benefits individual property owners. Roof-mounted solar panels, ground-mounted panels for single homes, and small wind turbines remain options, and battery storage for on-site use is still allowed. These allowances strike a balance: giving residents and businesses the flexibility to pursue renewable energy for their own needs, while protecting the Town from industrial-scale projects that could change Chino Valley’s rural character and place new demands on infrastructure.

PREVIOUS ACTION:

At its September 2, 2025, public hearing, the Planning and Zoning Commission considered TA-2025-05 and recommended approval of the draft ordinance with one modification. The Commission unanimously voted (7–0) to add language to Section 4.33 clarifying that wind turbines may be roof- or structure-mounted, in addition to ground-mounted, with no change to the existing height limitation. This modification is reflected in **Attachment B** of the ordinance text in blue for Council’s reference.

STAFF RECOMMENDATION:

1) Hold a Public Hearing; 2) Approve Ordinance 2025-956.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment A - Ord. No. 2025-956
2.	Attachment B - CODE w/ P&Z Recommendation - Renewable Energy Facilities
3.	Attachment C P&Z Meeting Minutes
4.	Attachment D Final Staff Report P&Z

ORDINANCE NO. 2025-956

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ON FILE WITH THE TOWN CLERK TITLED “2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 154 REGARDING RENEWABLE ENERGY FACILITIES”; ADOPTING THE SAME BY REFERENCE; AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY AS SET FORTH THEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend Chino Valley Town Code Title XV, Land Usage, Chapter 154, Unified Development Ordinance of the Town of Chino Valley (the “UDO”), regarding renewable energy facilities; and

WHEREAS, the Town Council has determined that the Amendment (defined below) is not in conflict with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or any other plan; 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, in accordance with A.R.S. § 9-462.01, the Town Council has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3); and

WHEREAS, the Town of Chino Valley Planning and Zoning Commission held a public hearing on the Amendment and recommended its approval; and

WHEREAS, the Town Council finds that the Amendment recommended by the Planning and Zoning Commission is appropriate and in the Town’s best interests.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

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

SECTION 2. That certain document titled “2025 Amendments to Chino Valley Town Code Chapter 154 Regarding Renewable Energy Facilities” (the “Amendment”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the Town Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The UDO is hereby amended as set forth in the Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the Amendment adopted herein is for any reason held to be invalid or

unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Any violation of the UDO shall be charged, filed, and prosecuted as a civil infraction as set forth in Section 1.10.2 of the UDO. Any person who violates the UDO after previously having been found responsible for committing two or more civil infractions of the UDO within any 36-month period, whether by admission, by payment of the fine, by default, or by judgment after hearing, shall be guilty of a criminal misdemeanor punishable as set forth in Section 1.10.3 of the UDO. The Town Prosecutor is authorized to file a criminal misdemeanor complaint in the Chino Valley Municipal Court against such habitual offenders who violate the UDO. For purposes of calculating the 36-month period under this paragraph, the dates of the commission of the offenses are the determining factor.

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 carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 23rd day of September 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

I hereby certify that the foregoing Ordinance No. 2025-956 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 23, 2025, and that quorum was present, and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

**2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 154
REGARDING
RENEWABLE ENERGY FACILITIES**

ADOPTED BY REFERENCE BY ORDINANCE NO. 2025-956

SECTION 1. Chino Valley Town Code, Title XV, Land Usage, Chapter 154, Unified Development Ordinance (the “UDO”), Section 2.2, Meaning of Words and Terms, is hereby amended by adding the following definitions and making conforming changes:

CONCENTRATED SOLAR POWER (CSP). A power-generating system that uses focused light to generate heat, which is then converted into electricity through a mechanical or thermochemical process.

UTILITY-SCALE SOLAR FACILITY. Any solar facility or solar array where the principal purpose and operational intent is the generation of electricity primarily for sale or distribution to off-site consumers or the utility grid, rather than for on-site use by the property owner or occupant. This term does not include Town projects or residential applications where an individual property’s excess electrical power is sold back to the local electric utility provider.

UTILITY-SCALE WIND FARM. Any wind energy facility or wind turbine installation where the principal purpose and operational intent is the generation of electricity primarily for sale or distribution to off-site consumers or the utility grid, rather than for on-site use by the property owner or occupant. This term does not include Town projects.

SECTION 2. UDO Section 2.2, Meaning of Words and Terms, is hereby amended as follows (~~deletions~~; **additions**):

BATTERY ENERGY STORAGE SYSTEM (BESS). An electrochemical device, **or multiple electrochemical devices assembled together, that stores energy to supply electrical energy at a future time. This term does not include a standalone 12-volt car battery or electric motor vehicle, or batteries for use in consumer products.** ~~that charges or collects energy from the electrical grid or an electricity generating facility, such as a Utility Scale Solar Photovoltaic Facility, and then discharges that energy at a later time to provide electricity when needed.~~

~~DECOMMISSIONING PLAN. A plan that specifies how a utility-scale solar photovoltaic facility will be dismantled, removed, and disposed of after the end of its useful life or upon deactivation and how its site will be restored to its pre-construction condition.~~

~~SOLAR FACILITY USE PERMIT. A permit signifying that the developer has completed, or agreed to complete, through a development agreement, all project conditions and requirements. A solar facility use permit is required before the Town can approve a project.~~

~~SOLAR PROJECT AREA. The total acreage encompassed by a solar facility, including buffers, wildlife corridors, and other areas that remain unfenced and undisturbed.~~

SECTION 3. UDO Section 4, General Regulations, 4.2, Permitted Uses, is hereby amended as follows (~~deletions~~; **additions**):

4.2 PERMITTED USES.

1. Those uses listed as “permitted uses” shall be allowed to establish within any ~~zone~~ **zoning** district in which they are listed, subject to the specific requirements of this Ordinance. **There may be uses defined in this Ordinance that are not listed within any zoning district. Any use not specifically listed as a permitted use within a zoning district is not allowed.** ~~All other uses shall be prohibited except as otherwise provided in this Ordinance.~~
2. Conditional uses. Those uses listed as “conditional uses” shall require a “Conditional Use Permit” in order to establish within the ~~zone~~ **zoning** district in which they are listed, and shall be subject to all conditions and requirements imposed by the Commission or Council in connection with the “Conditional Use Permit.”
3. Accessory uses. A use defined in Section 2.

SECTION 4. UDO Section 4, General Regulations, is hereby amended to add the following as Section 4.33, Renewable Energy Facilities:

4.33 RENEWABLE ENERGY FACILITIES.

- A. Roof-mounted solar panels are allowed on homes and parking structures, provided that making space for solar panels is not the primary purpose of the structure, and provided further that, on commercial properties, solar panels mounted on top of parking structures are limited to only the space over the minimum required parking stalls for the business. Installing additional parking stalls primarily to accommodate solar panels is not allowed.
- B. Ground-mounted solar panels and arrays are allowed on individual residential properties if the power generated is used exclusively on-site, and the installation does not otherwise meet the definition of a utility-scale solar facility.
- C. Ground-mounted, roof-mounted, and structure-mounted wind turbines are allowed on individual residential properties if the power generated is used exclusively on-site, and the installation does not otherwise meet the definition of a utility-scale wind farm. There can be up to one turbine per acre, with a maximum of three turbines per property. No wind turbine may exceed 35 feet in height without a conditional use permit granted in accordance with Section 1.9.3, which the Council may grant in its sole and absolute discretion.
- D. Battery energy storage systems are allowed in homes and businesses if the stored energy is used exclusively on-site.

Attachment C
Planning and Zoning Commission Meeting Minutes
September 2, 2025

PUBLIC HEARING #D.1 – TA-2025-05 – Request to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, to address Renewable Energy within Town limits.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. **Pasciak** shared he had spoken with staff regarding this item. **Merritt** entered into record two letters that had been received by staff and shared with the Commission, one from Arizona Technology Council, and one from Arizona Solar Energy Industries Association. (See attached).

Will Dingee, Assistant Director, presented the staff report and shared the timeline and the Statement of Direction from the Town Council, which the Town staff used to prepare the draft Ordinance. He brought up a slide and explained the sections of the Town Code which would be changed if the draft Ordinance were to be passed. **Dingee** further explained that the Town Attorney had been involved in the process throughout. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

Merritt asked the Commission if they had any questions for staff.

Pasciak asked about Section 4.21, why the language stated, “except as otherwise provided in this Ordinance”.

Dingee replied that there were certain uses, like medical marijuana for example, that with a Conditional Use Permit (CUP) there was a separate section within the Town Code that laid out additional criteria requirements for that use. This language allowed for continuation of code as present per the Town attorney.

Merritt reiterated that if it was not allowed except as otherwise provided in the draft Ordinance, then if it was not in the Ordinance, it would not be allowed.

Lineberry shared that Development Services had people ask what was allowed on a parcel in the Town. She explained that the way the Town Code was written, it did not list all the prohibited uses, it only listed permitted uses. Upon direction from the Town attorney, Town staff listed what would be allowed, so if challenged, the staff would have a place to show that if it was not listed, it would not be allowed.

Meadors asked if it would apply to the conditional use descriptions.

Dingee replied yes, that was correct.

Pasciak stated he felt that roof mounted wind turbines should be added to Section 4.33.

Merritt stated that the discussion came up in a Study Session, and ground, roof and structure mounted turbine language should be added to the draft Ordinance, with no change to the height limitation.

Dingee replied that it could be added to the draft Ordinance, if the Commission agreed.

Lineberry explained that the language needed to be added when the Motion was made, and added that there was never technology for wind power that would work on a roof.

Merritt opened the meeting for public comments and shared the rules for speaking to the Commission. There were no comments.

Merritt closed the public portion of the meeting.

Motion was made by Vice-Chair Pasciak, seconded by Welker, to approve TA-2025-05, as presented, subject to the staff report, and information provided during the hearing, with one change to add roof and structure to Section 4.33 as discussed. A roll-call vote was taken, and the motion passed unanimously with a 7-0 vote.

Chino Valley Development Services Department
1982 Voss Drive
Department 203
Chino Valley, AZ 86323

September 3, 2025

Dear Chino Valley Planning and Zoning Commission Members,

As president and CEO of the Arizona Technology Council, the state's premier trade association representing more than 750 science and technology companies, I am writing to respectfully request that the Chino Valley Planning and Zoning Commission consider the following information before adopting text amendments which would restrict the siting and operation of proposed utility-scale solar energy systems within the town limits.

Our association's mission is to "*empower innovators who drive impact that positively transforms the world.*" With support from the Council, this mission is achieved daily by our members — many of them in the field of utility-scale clean and renewable energy technologies, such as solar plants and facilities. As Arizona continues to lead in renewable energy, restricting and limiting utility-scale solar developments within Chino Valley's town limits would be detrimental for the community's growing economy and long-term energy security.

Solar investment brings good-paying jobs, increased tax revenue, and economic growth, all without raising taxes on residents. The proposed ordinance's language will restrict where utility-scale solar projects can be sited within town limits. If approved, Chino Valley risks losing out on millions of dollars in potential investments that support public services, schools, and infrastructure. Additionally, by embracing solar technologies, each of you will help lower electricity costs for town residents, protecting Chino Valley families and businesses from volatile energy prices.

I respectfully urge you to consider these recommendations when deliberating on the ordinance and oppose restrictive measures on solar and support an ordinance that encourages investment and expands Chino Valley's energy options.

Sincerely,

Steve

ARIZONA TECHNOLOGY COUNCIL & SCITECH INSTITUTE



Steven G. Zylstra
President & CEO



www.ariseia.org
7144 E. Stetson Dr., Suite 300
Scottsdale, AZ 85251

August 29, 2025

Town of Chino Valley
Development Services
1982 Voss Drive
Chino Valley, AZ 86323

RE: Request to Amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, to address Renewable Energy within Town limits on the September 2, 2025 Planning and Zoning Commission agenda as D.1.

Council, Commissioners, and Staff,

The Arizona Solar Energy Industries Association (AriSEIA) wrote to you regarding your pending solar ordinance in December 2024 and appeared at your March 2025 Council meeting on this topic. We have reviewed the moratorium on all utility scale renewable energy and battery storage. **We strongly recommend *against* adoption as it is illegal and exposes the Town to unnecessary liability. It will also contribute to increasing electricity prices and decreased grid reliability, as well as the erosion of private property rights within the Town.**

Proposed Moratorium is Illegal

This very issue came up recently at an Apache County Planning and Zoning work session on August 26, 2025. At that meeting, the Assistant County Attorney explained that the jurisdiction cannot just prohibit a land use. There must be a compelling reason and viewshed and loss of tourism are not compelling reasons to eliminate personal property rights.

Arizona Revised Statutes (ARS) 9-463.06 specifically limits a city's ability to adopt a moratorium on land development absent a justification based on a compelling need, demonstrated with reasonably available information. The Town has done no such thing. Indeed, Town Staff prepared an entirely different ordinance (2025-949), which you completely rejected and then upon a rushed and spontaneous vote at the end of a multi-hour meeting, directed Staff to simply draft an ordinance "prohibiting any additional utility-scale solar facilities, including BESS storage, CSP, and wind within the Town of Chino Valley limits." The Town's own recitation of your July and August study sessions includes no findings sufficient to satisfy Arizona law.

Further, there is no compelling need for the moratorium. The information presented in the various public meetings was entirely based on misinformation spread by renewable energy detractors, not science or economics or existing land use law.

ARS 41-194.01 allows any member of the legislature to request that the Arizona Attorney General investigate "any ordinance, regulation, order or other official action adopted or taken by the governing body of a county, city or town... that the member alleges violates state law." If the

Attorney General concludes that a violation has occurred, the Town has 30 days to cure the violation or the state treasurer “shall withhold and redistribute state shared monies from the county, city or town.” According to the League of Arizona Cities and Towns, the state shared revenues for Chino Valley are approximately \$7.5 million.¹

As a result of Prop 207, ARS 12-1134 states that “if existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of the state that enacted the land use law.” The Town would effectively be eliminating the ability of any property owner in Chino Valley to sell or lease their own private property for the purposes of utility scale renewables development. Therefore, the Town would be liable for reparations.

Proposed Moratorium will Contribute to Increased Electricity Prices

Electricity prices are rising at twice the rate of inflation.² They will continue to increase as long as demand outpaces supply. This is the law of supply and demand. Renewables are the cheapest electricity resources³ and the fastest to build.⁴ Local jurisdictions impeding the development of the least cost and easiest to deploy resources will contribute to increasing costs.

Proposed Moratorium will Contribute to Decreased Grid Reliability

There is currently a 5-7 year wait for new gas turbines nationwide.⁵ Arizona has no existing gas pipeline capacity and a new gas pipeline will not be available until at least 2029.⁶ New nuclear will not be available in Arizona until the 2040s.⁷ Therefore, the only resources that can be built to meet increased demand now are solar, wind, and storage. The utilities all set new peak demand records this summer.⁸ Further, a diverse resource mix and geographic diversity of those resources are essential for grid reliability because an outage in one area likely will not impact an outage in another part of the state, such as a storm.

¹ AZ League Data Portal, State Shared Revenues – Final FY 2026 Budget Estimates, June 3, 2025, *available here* <https://azleaguedata.org/state-shared-revenues-final-fy26-budget-estimates/?utm>.

² National Public Radio, Electricity Prices are Climbing More than Twice as Fast as Inflation, August 16, 2025, *available here* <https://www.npr.org/2025/08/16/nx-s1-5502671/electricity-bill-high-inflation-ai>.

³ Lazard, Levelized Cost of Energy, June 2025, *available here* <https://www.lazard.com/news-announcements/lazard-releases-2025-levelized-cost-of-energy-plus-report-pr/>.

⁴ Solar Energy Industries Association, We Need Solar and Energy Storage to Address the Energy Emergency, February 4, 2025, *available here* <https://seia.org/blog/we-need-solar-and-storage-to-address-the-energy-emergency/>.

⁵ S&P Global, US Gas-Fired Turbine Wait Times as Much as Seven Years; Costs Up Sharply, May 20, 2025, *available here* <https://www.spglobal.com/commodity-insights/en/news-research/latest-news/electric-power/052025-us-gas-fired-turbine-wait-times-as-much-as-seven-years-costs-up-sharply>.

⁶ Salt River Project, Arizona Utilities Work to Lock in Critical Natural Gas Delivery to Power Growth, August 6, 2025, *available here* <https://media.srpnet.com/arizona-utilities-work-to-lock-in-critical-natural-gas-delivery-to-power-growth/>.

⁷ Apache County Planning and Zoning Commission work session, August 26, 2025.

⁸ Utility Dive, 3 Arizona Utilities Set Peak Demand Records, August 12, 2025, *available here* <https://www.utilitydive.com/news/arizona-aps-tep-srp-peak-demand-record/757395/>.

Conclusion

AriSEIA asks you to vote NO on the 2025 Amendments to Chino Valley Town Code Chapter 154 Regarding Renewable Energy: Utility Scale Solar and Wind. This text amendment is a moratorium on all utility scale solar, wind, and battery storage in the Town and is illegal.

Respectfully,
Autumn Johnson
Executive Director
AriSEIA
(520) 240-4757
autumn@ariseia.org



A G E N D A

Town of Chino Valley
Planning & Zoning Commission

September 2, 2025



Commissioner's Regular Meeting Agenda
Planning & Zoning Commission
Chino Valley Town Hall
202 N. State Route 89
September 2, 2025, 6:00 p.m.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. CONSENT CALENDAR – All items listed under the Consent Calendar will be approved by one motion. There will be no separate discussion of these items unless the Commission or a member of the audience wishes to speak about an item. In which case, the Chair will pull the item from the Consent Calendar to be heard.
 - C.1. APPROVAL OF MINUTES – JUNE 3, 2025 REGULAR MEETING
 - C.2. APPROVAL OF MINUTES – AUGUST 5, 2025 STUDY SESSION
 - C.3. WITHDRAWALS BY APPLICANT – NONE
 - C.4. CONTINUANCES – NONE
 - C.5. APPROVALS – NONE
- D. PUBLIC HEARINGS – ONE
 - D.1 **TA-2025-05** – Request to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, to address Renewable Energy within Town limits.
- E. ACTION ITEMS - NONE
- F. INFORMATION ITEMS
 - F.1 Staff
 - F.2 Commission
 - F.3 Chairman
 - F.4 Public
- G. ADJOURN

Zoom Instructions: Please use the link to join the webinar: <https://us02web.zoom.us/j/82610810673>, or by phone: 1 888 788-0099 (Toll Free) or 1 877 853-5247 (Toll Free); Webinar ID: 826 1081 0673

A copy of the agenda packet is available for viewing 12 days prior to the Planning Commission Public Hearing date, at the Marion Lassa/Chino Valley Library, 1020 W. Palomino Road, Chino Valley, Arizona.

The Town endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for sight and/or hearing impaired persons at public meetings. Please call 636-2646 (voice) or use 711 (Telecommunications Arizona Relay Service) to request accommodation to participate in this meeting.



TOWN OF CHINO VALLEY
Planning and Zoning Commission
September 2, 2025
File Number TA-2025-05
Text Amendment

Background:

On March 17, 2025, the Town Council made a motion “to deny Ordinance 2025-949 and direct staff to bring back for Planning Commission and Council consideration a new ordinance prohibiting any additional utility-scale solar facilities, including BESS storage, CSP, and wind within the Town of Chino Valley limits.”

The Town Attorney prepared a Statement of Direction summarizing Council’s intent and identifying the need for clear definitions, enforceable provisions, and thresholds to ensure consistent interpretation and avoid unintended loopholes. This Statement of Direction was reviewed and discussed during the Town Council Study Session on July 8, 2025, with additional clarifying questions from staff to help refine the parameters of Council’s direction.

During the July 8 study session, Council and staff worked through these questions and reached consensus on key elements, including definitions, permitted small-scale uses, and the distinction between projects designed for on-site use versus those intended for off-site sale or distribution. This direction formed the framework for preparing formal code language.

Commission Study Session:

On August 5, the Planning Commission held a study session with staff to review the process that has taken place since March 17, 2025, revisit the statement of direction, and address the questions discussed by staff and Council during the July 8 meeting. During the session, additional topics were raised, including the potential to define other types of energy generation and to consider height increases for windmills in relation to their effectiveness.

Discussion:

Based on the Council’s guidance during the July 8 study session, staff working in coordination with the Town Attorney, prepared the proposed text amendment to the Unified Development Ordinance.

The draft ordinance:

- Adds new definitions for Concentrated Solar Power (CSP), Utility-Scale Solar Facility, Utility-Scale Wind Farm, Battery Energy Storage System (BESS), Decommissioning Plan, Solar Facility Use Permit, and Solar Project Area.
- Clarifies that uses not specifically listed as permitted are prohibited, unless otherwise provided in the UDO.

- Creates a new Section 4.33 – Renewable Energy: Utility-Scale Solar and Wind, establishing clear parameters for permissible small-scale residential installations and prohibiting new utility-scale solar facilities, wind farms, and large-scale BESS intended for off-site sale or distribution.
- Provides for certain exemptions, including Town projects and small-scale on-site uses, subject to specified limitations.

The proposed code reflects the consensus direction from Council and is intended to ensure consistency in interpretation and enforcement, protect the rural character of the Town, and address potential impacts associated with large-scale renewable energy projects.

Recommendation:

Staff recommends that the Planning and Zoning Commission review the proposed text amendment, receive public input, and forward a recommendation to Town Council for adoption.

Attachments:

Attachment A: Draft Ordinance – Renewable Energy: Utility-Scale Solar and Wind

Attachment B: Statement of Direction (TA-2025-005) – July 8, 2025

PREPARED BY:



WILL DINGEE, ASSISTANT DIRECTOR

WDINGEE@CHINOAZ.NET

928 636-3472

DATE:

AUGUST 14, 2025

APPROVED BY:



LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

**2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 154
REGARDING
RENEWABLE ENERGY: UTILITY-SCALE SOLAR AND WIND**

SECTION 1. Chino Valley Town Code, Title XV, Land Usage, Chapter 154, Unified Development Ordinance (the “UDO”), Section 2.2, Meaning of Words and Terms, is hereby amended by adding the following definitions and making conforming changes:

CONCENTRATED SOLAR POWER (CSP). A power-generating system that uses focused light to generate heat, which is then converted into electricity through a mechanical or thermochemical process.

UTILITY-SCALE SOLAR FACILITY. Any solar facility or solar array where the principal purpose and operational intent is the generation of electricity primarily for sale or distribution to off-site consumers or the utility grid, rather than for on-site use by the property owner or occupant. This term does not include Town projects or residential applications where an individual property’s excess electrical power is sold back to the local electric utility provider.

UTILITY-SCALE WIND FARM. Any wind energy facility or wind turbine installation where the principal purpose and operational intent is the generation of electricity primarily for sale or distribution to off-site consumers or the utility grid, rather than for on-site use by the property owner or occupant. This term does not include Town projects.

SECTION 2. UDO Section 2.2, Meaning of Words and Terms, is hereby amended as follows (~~deletions~~; **additions**):

BATTERY ENERGY STORAGE SYSTEM (BESS). An electrochemical device, **or multiple electrochemical devices assembled together, that stores energy to supply electrical energy at a future time. This term does not include a standalone 12-volt car battery or electric motor vehicle, or batteries for use in consumer products.** ~~that charges or collects energy from the electrical grid or an electricity generating facility, such as a Utility Scale Solar Photovoltaic Facility, and then discharges that energy at a later time to provide electricity when needed.~~

~~**DECOMMISSIONING PLAN.** A plan that specifies how a utility scale solar photovoltaic facility will be dismantled, removed, and disposed of after the end of its useful life or upon deactivation and how its site will be restored to its pre-construction condition.~~

~~**SOLAR FACILITY USE PERMIT.** A permit signifying that the developer has completed, or agreed to complete, through a development agreement, all project conditions and requirements. A solar facility use permit is required before the Town can approve a project.~~

~~**SOLAR PROJECT AREA.** The total acreage encompassed by a solar facility, including buffers, wildlife corridors, and other areas that remain unfenced and undisturbed.~~

SECTION 3. UDO Section 4, General Regulations, 4.2, Permitted Uses, is hereby amended as follows (~~deletions~~; **additions**):

4.2 PERMITTED USES.

1. Those uses listed as “permitted uses” shall be allowed to establish within any ~~zone~~ **zoning** district in which they are listed, subject to the specific requirements of this Ordinance. **There may be uses defined in this Ordinance that are not listed within any zoning district. Any use not specifically listed as a permitted use within a zoning district is not allowed.** ~~All other uses shall be prohibited except as otherwise provided in this Ordinance.~~
2. Conditional uses. Those uses listed as “conditional uses” shall require a “Conditional Use Permit” in order to establish within the ~~zone~~ **zoning** district in which they are listed, and shall be subject to all conditions and requirements imposed by the Commission or Council in connection with the “Conditional Use Permit.”
3. Accessory uses. A use defined in Section 2.

SECTION 4. UDO Section 4, General Regulations, is hereby amended to add the following as Section 4.33, Renewable Energy: Utility-Scale Solar and Wind:

4.33 RENEWABLE ENERGY: UTILITY-SCALE SOLAR AND WIND.

- A. Roof-mounted solar panels are allowed on homes and parking structures, provided that making space for solar panels is not the primary purpose of the structure, and provided further that, on commercial properties, solar panels mounted on top of parking structures are limited to only the space over the minimum required parking stalls for the business. Installing additional parking stalls primarily to accommodate solar panels is not allowed.
- B. Ground-mounted solar panels and arrays are allowed on individual residential properties if the power generated is used exclusively on-site, and the installation does not otherwise meet the definition of a utility-scale solar facility.
- C. Ground-mounted wind turbines are allowed on individual residential properties if the power generated is used exclusively on-site, and the installation does not otherwise meet the definition of a utility-scale wind farm. There can be up to one turbine per acre, with a maximum of three turbines per property. No wind turbine may exceed 35 feet in height without a conditional use permit granted in accordance with Section 1.9.3, which the Council may grant in its sole and absolute discretion.
- D. Battery energy storage systems are allowed in homes and businesses if the stored energy is used exclusively on-site.



TOWN OF CHINO VALLEY
Town Council Study Session
July 8, 2025
File Number TA-2025-005
Text Amendment

Background:

On March 17, 2025, the Town Council *made a motion “to deny Ordinance 2025-949 and direct staff to bring back for Planning Commission and Council consideration a new ordinance prohibiting any additional utility scale solar facilities including BESS storage, CSP, and wind within the Town of Chino Valley Town limits.”* Following this, the Town Attorney prepared a **Statement of Direction** summarizing Council’s intent and general definitions.

However, zoning ordinances are permissive in nature, meaning that unless a use is specifically listed as permitted or conditionally permitted, it is not allowed. While Council’s direction clearly indicates a desire to prohibit these uses, the ordinance must establish clear, enforceable definitions and thresholds to ensure consistent interpretation, effective enforcement, and to avoid potential legal challenges or unintended loopholes.

Discussion:

The questions attached to this report are intended to help in clarifying the specific parameters of Council’s intent. Staff seeks guidance on:

- **Definitions:** Establishing what qualifies as utility-scale solar, BESS, CSP, and wind energy facilities in terms of size, capacity, and operational intent.
- **Applicability:** Determining whether prohibitions apply solely to commercial-scale projects or also to residential/community-scale projects.
- **Exemptions and Limitations:** Understanding if there are contexts where these facilities would remain permissible (e.g. residential solar with BESS, small wind turbines for private use).

Clear direction is critical in creating an ordinance that address the many possibilities that residents will ask about and developers will propose through slight modifications to projects in order to circumvent the ordinance, if not qualified and addressed accurately within the ordinance.

Recommendation:

Staff recommends Council review the attached clarifying questions and discuss the nuances to provide specific direction to ensure the forthcoming ordinance accurately reflects the community’s goals while remaining enforceable and defensible.

ATTACHMENTS:

A	B
Talking Draft Statement of Direction	Questions from staff for Town Council

Attachment A

Working Draft –Utility-Scale Solar Ordinance Statement of Direction

Background

In November 2023, the residents of the Town of Chino Valley ratified the Make it Chino! 2040 General Plan, which included goals and policies regarding solar generating facilities and batteries.

In December 2023, Town staff requested authorization from the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) to form a staff-level advisory committee to assist Town staff with development of a utility-scale solar ordinance for recommendation to the Planning and Zoning Commission (the “Commission”).

The advisory committee met regularly in 2024 and prepared the text of Ordinance 2025-949, which was presented to the Planning and Zoning Commission. After holding public hearings in November 2024 and January 2025, the Commission recommended approval of Ordinance 2025-949 to the Town Council.

On March 17, 2025, the Town Council voted to adopt a motion “to deny Ordinance 2025-949 and direct staff to bring back for Planning Commission and Council consideration a new ordinance prohibiting any additional utility-scale solar facilities, including BESS storage, CSP, and wind within the Town of Chino Valley limits.”

Statement of Direction

A statement of direction is not a final decision of the Town Council, nor does it bind any future action by the Town Council. This statement of direction is instead intended to provide Town staff and the Commission with a clear understanding of the Town Council's overall direction regarding solar and other power generation within the corporate limits of the Town. Therefore, the Town Council issues the following statement of direction:

1. Undefined Key Terms. The direction the Town Council provided on March 17, 2025, included a number of terms that are not defined in the Town’s Unified Development Ordinance (the “UDO”), including “utility-scale solar facilities,” “BESS storage,” “CSP,” and “wind.” Definitions for the UDO should be created for each of these terms.

2. Utility Scale Solar. In Ordinance 2025-949, the Commission recommended the following definition for “utility-scale solar photovoltaic facility”:

A ground-mounted solar facility that has a solar project area exceeding 275 acres and that generates electricity for distribution to the public through a utility grid.

The Town Council does not believe such facilities must have a solar project area exceeding 275 acres in order to be considered “utility scale.” By including the word “additional,” the Town Council indicated two things: first, that the Town already has solar generating facilities that the Town Council believes are of sufficient size and capacity to be classified as “utility-scale,” and second, that this prohibition is meant to be prospective.

Staff and the Commission should focus on developing a more inclusive definition, regardless of the existing solar facilities in the Town. Instead of starting with a 275-acre minimum, the focus should be on factors such as generating electricity primarily for sale or distribution to retail customers. Town Council recognizes there is a difference between someone generating enough electricity to power their own residential use and still being able to sell a minority remainder to the electric utility provider and someone generating electricity primarily for sale.

3. BESS. By including “BESS storage” in the motion, the Town Council intended for the new ordinance to prohibit battery energy storage systems that would similarly constitute “utility-scale” facilities based on factors like those considered for utility-scale solar. In providing definitions and operative provisions for the Commission to consider, Town staff should consider size, capacity, and whether the BESS is used as part of the process to generate electricity primarily for sale or distribution to retail customers. The Town Council intends to prohibit BESS that is used in conjunction with facilities for generating electricity for sale to retail customers, whether directly or through a utility provider. The Town Council does not intend to prohibit BESS that is used only as backup power for an individual property, subject to size, capacity and location limitations.

4. CSP or Concentrated Solar Power or Concentrating Solar Power or Concentrated Solar Thermal Power. It is the Town Council’s intent that all CSP should be prohibited within the corporate limits of the Town. Town staff is directed to provide a definition for CSP to be used in the operative provisions of the UDO to clearly prohibit all forms of CSP.

5. Wind. There is a notable difference between the farmhouse windmill depicted on the Town seal and the wind turbines that are hundreds of feet tall. The new ordinance should capture that distinction and should delineate between wind power generated for use on-site from wind power generated for sale. The definitions should clearly distinguish between the types of wind power sources, and the operative provisions should include prohibitions against wind power facilities for generating electricity for sale to retail customers, whether directly or through a utility provider.

Although the Town Council recognizes that small, localized wind power generation may be unobtrusive to neighboring properties, regulations are still required to limit the number and size of such small wind turbines so as to maintain the rural character of the Town. As an example, the Town Council desires to allow uses such as a single wind turbine that is limited to the height of the applicable zoning district and that is used for powering a personal use well serving only that property, but not a series of wind turbines used to power commercial uses such as greenhouses or warehouses.

6. Next Steps. At any time during the review process, Town staff and the Commission may request clarification or expansion of this statement of direction based on additional information. The Commission shall complete its review and make a recommendation to the Town Council prior to August 22, 2025 .

Attachment B

Questions from Staff for Town Council

- *What is Utility-Scale Solar (USS) in the Town's eyes?*
 - *Is USS limited by number of acres?*
 - *Minimum project area (if not 275 acres)?*
 - *Capacity thresholds (MW)?*
 - *Is the defining factor size, intent to sell, or both?*
- *Can someone have a solar farm without BESS?*
- *What is community-scale solar?*
 - *Is it permitted if serving only local residents?*
 - *Where is the line drawn between community-scale and utility-scale?*
- *For residential subdivisions wanting to be energy-independent (e.g. microgrid communities), is that acceptable?*
 - *Can a developer create a parcel in a subdivision for ground-mounted solar panels to provide community-scale solar for the entire subdivision?*
 - *Can someone develop a stand-alone microgrid solar energy generation facility to provide community-scale power directly to properties within Chino Valley? If so, what size is appropriate?*
 - *Does intention to sell excess power back to APS affect classification?*
- *Can an individual landowner install ground-mounted solar panels in a multi-acre portion of their property to generate electricity for their home?*
 - *Can they provide power to a neighbor?*
 - *Can multiple neighbors join together and install ground-mounted solar panels to share electricity on a separate parcel?*
- *Does Council intend for this prohibition to apply to projects designed primarily for self-use but that also sell a portion back to the grid?*

Battery Energy Storage Systems (BESS)

- *Is BESS only prohibited when paired with solar (co-located)?*
 - *Can standalone BESS facilities operate?*
- *Is BESS allowed in single-family homes?*
- *Are residential-scale BESS systems allowed?*
 - *If so, what is the maximum allowable capacity (kW/kWh)?*
 - *Can residential BESS be aggregated by a utility for grid stabilization (i.e. satellite power plants storing in private home BESS systems)?*

- *Can APS utilize individual home battery systems to store power not generated on site (satellite power plants) during non-solar generating times, thereby lessening the number of battery storage facilities they need to construct statewide? If so, how is this classified?*
-

Concentrated Solar Power (CSP)

- *Is any CSP technology of any scale prohibited?*
 - *Or only CSP used for utility-scale generation?*
-

Wind Energy

- *What is considered utility-scale wind?*
 - *Size? Capacity? Number of turbines?*
 - *Would a single turbine that exceeds residential needs be prohibited?*
 - *Is residential-scale wind (e.g. small personal turbines) permitted?*
 - *Define maximum allowable scale or height.*
-

Public Utilities and APS Facilities

- *Are we planning on regulating solar and BESS for public utilities?*
 - *Currently, Public Utilities are allowed as a Permitted Use in CL, CH, and MHP-4 districts, and are a Conditional Use in MR, SF-12,000, SF-24,000, SR-1, SR-1.5, SR-2, SR-2.5, AR-4, and AR-5, but not listed in BP, I, or PL. How should this ordinance address any request from APS?*
 - *What does our Franchise Agreement say?*
 - *What if APS wants to add solar panels to an existing facility?*
 - *What if APS wants to add BESS to an existing facility?*
 - *What if APS simply wants to develop a BESS facility and extend power lines to it?*
-

Commercial Scale Implications

- *If the prohibition is limited to commercial-scale facilities, how is 'commercial-scale' defined?*
 - *Does it include agricultural or rural installations that sell to utilities but remain on private land?*
-

Policy Implementation Considerations

- *What is the intended approach for facilities that fall below whatever thresholds are set?*
 - *Example: A facility 1 acre smaller than the minimum utility-scale definition but operating functionally the same.*
- *Does Council want to prohibit future expansion of existing facilities (e.g. additional panels on existing sites)?*

- *Should the code establish a baseline 'permitted' size for residential or small-scale installations to avoid loophole projects?*
 - *How do we identify and continue to permit existing uses in the ordinance?*
 - *Do we limit the number of facilities in the Town? Do we limit the total acres in solar in the Town? Do we add a cap of number of solar acres per population? (for example, cap USS acres in CV to 290 acres - current APS solar acres in CV - per 50,000 population, based on the most recent decennial census?*
-



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 9/23/2025
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the conveyance of the Peavine Trail Easement, from Road 5 North to Road 6 North, from the Trust for Public Land.

SUMMARY:

The Peavine Trail is a rails-to-trails project that converted the 1893 Peavine Railway, built by the Santa Fe Railway, into a recreational trail. The Peavine Railway was originally a rail line from Ash Fork to Phoenix. The winding and wandering alignment of the railway gave it the name, "The Peavine". In the 1960s, the AT&SF Railway built a new line which bypassed the steeper grades and sharper curves of the original Peavine in the Chino Valley and Prescott area. The line was officially discontinued in 1984 and is subsequently being converted to a recreational trail. The goal is to construct a trail that connects continuously from the Iron King Trail in Prescott Valley all the way northward to the new State Park at Sullivan's Dam and potential town-owned property at Upper Sullivan Canyon. The landowners of the segment of the traditional railbed from Road 5 North to Road 6 North have not been willing to convey the land or an access easement to allow a recreation trail to cross their land for extension of the Peavine Trail. As a "workaround", the Trust for Public Land (TPL) negotiated easements for an alternative route off the traditional railbed with nearby property owners.

This action for your consideration is for conveyance of the Peavine Trail Easement, from Road 5 North to Road 6 North, from the Trust for Public Land to the Town of Chino Valley. Originally, the trail easement was to be conveyed to Arizona State Parks, but they have requested that the Town, as the local municipality, hold the easement. As the Town is the owner or easement holder of the other segments in our jurisdiction, staff agrees this provides less conflict and is ultimately better for consistency as we work toward the project goal of the trail extending the length of Chino Valley up to Sullivan Lake / Upper Sullivan Canyon. Once again, the Town thanks Michael Patrick and the Trust for Public Land for making this easement agreement possible.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the conveyance of the Peavine Trail Easement, from Road 5 North to Road 6 North, from the Trust for Public Land.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	DelRioPeavineEasement
2.	Peavine Trail Easement Assignment to Town (003)
3.	DelRioSprings Planning Topo 20250306
4.	Recorded Trail Easement (002)
5.	SRSF Peavine Trail System Antigua (002)



Peavine National Recreation Trail

PROPOSED EXTENSION, YAVAPAI COUNTY, ARIZONA

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RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

The Trust for Public Land
607 Cerrillos Road, Suite F-1
Santa Fe, NM 87505
Attn: Arizona Program

Space above this line for Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF TRAIL EASEMENT

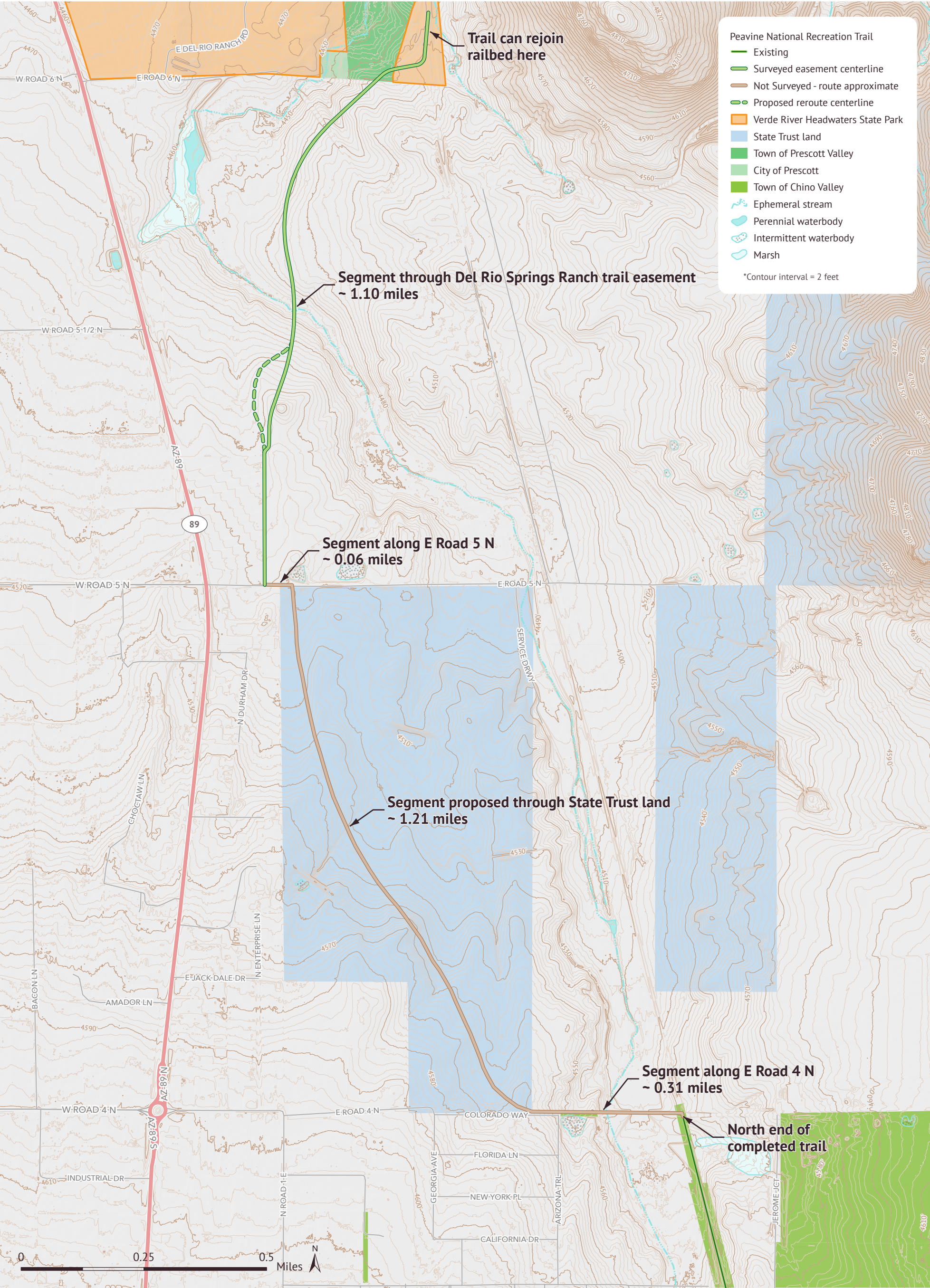
THIS ASSIGNMENT AND ASSUMPTION OF TRAIL EASEMENT, made and entered into this 23rd day of September 2025 (the "Effective Date"), by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc. ("Assignor"), and the **TOWN OF CHINO VALLEY**, an Arizona municipal corporation ("Assignee").

WHEREAS, pursuant to that certain Grant of Trail Easement, dated March 13, 2024, and recorded in the official records of Yavapai County, Arizona as Document No. 2024-0009834 (the "Trail Easement"), **Del Rio Springs Loan Partners, LLC**, a Washington limited liability company (the "**Grantor**"), granted to Assignor a certain trail easement over real property located in Sections 34 and 35, Township 17 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

WHEREAS, Assignor desires to assign and transfer to Assignee all rights of Assignor arising under the Trail Easement; and,

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all rights, easements, and privileges arising under the Trail Easement.

Assignee hereby accepts the rights and responsibilities conveyed by the Trail Easement. Assignee assumes all the Assignor's rights, duties, liabilities, and obligations arising under the Trail Easement and agrees to satisfy all such liabilities and perform all such duties and obligations, in accordance with the terms thereof. Assignee shall indemnify and hold harmless Assignor from any and all claims, liabilities, costs, damages, loss, demands, actions, or judgments, including reasonable attorneys' fees, arising out of all matters or events occurring or accruing under the Trail Easement on or subsequent to the Effective Date.



Peavine National Recreation Trail

PROPOSED EXTENSION, YAVAPAI COUNTY, ARIZONA

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EMPIRE TITLE AGENCY

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

The Trust for Public Land
607 Cerrillos Road, Suite F-1
Santa Fe, NM 87505
Attn: Arizona Program

1739413- PF
Space above this line for Recorder's Use Only

2/4

GRANT OF TRAIL EASEMENT

THIS GRANT OF TRAIL EASEMENT ("Easement") is made this 11 day of March, 2024, by and between **DEL RIO SPRINGS LOAN PARTNERS, LLC**, a Washington limited liability company, hereafter "Grantor", and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc, hereinafter "Grantee".

WITNESSETH:

- A. Grantor is the owner in fee simple of the real property located in Sections 34 and 35, Township 17 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described in Exhibit A hereto (the "Property").
- B. Grantor desires to grant to Grantee an easement for use as a non-motorized trail as part of the Peavine National Recreation Trail on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of their respective covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Conveyance of Easement by Grantor to Grantee.** Grantor hereby grants and conveys to Grantee a perpetual trail easement for non-motorized use over, under and upon the property more particularly described in Exhibit B hereto and as shown on the drawing attached as Exhibit C (the "Easement Area"). The Easement Area is a continuous fifteen foot wide strip of land, said strip being bounded at the beginning by the Southeast quarter of Section 34 and at the point of terminus by the North line of Section 35, and consists of the following fifteen foot (15') wide areas: (a) the easternmost fifteen feet (15') of tax parcel 306-46-005 located in the southeast quarter of the southeast quarter of Section 34; (b) the east fifteen feet (15') of the south fifty feet (50') of tax parcel 306-40-038A located in the southeast quarter of the southeast quarter of Section 34; and (c) a fifteen foot (15') strip of land running from the northeast corner of tax parcel 306-46-005 northerly and northeasterly through the Property to a point near the northeast corner of the Property; all as more particularly described on Exhibit B and shown on Exhibit C.

2. **Purpose.** The purpose of this Easement is to designate the Easement Area for public use as part of the Peavine National Recreation Trail.

3. **Rights of Grantee.** Grantor grants and conveys to Grantee the right to create a non-motorized recreation trail over, under and upon the Easement Area (the "Trail") and the right to enter the Easement Area at any time to construct, install, maintain and repair the Trail or to place signs along the boundaries of the Trail. Construction, installation, maintenance, and repair of the Trail may include trailblazing; grading; building retaining walls, steps, railings, boardwalks, and bridges; installation of drainage culverts; cutting vegetation; application of gravel, crushed stone, wood chips, or paving; identifying the Trail's path; and removal and treatment of invasive species. These activities may include vehicular use by Grantee and its contractors for construction, installation, maintenance and repair of the Trail.

4. **Public Access.** Grantor further grants and conveys to Grantee the right to make available to the public the right to use the Trail for the following uses: (1) walking, hiking, jogging, bicycling, horseback riding, bird watching, nature study, and fishing; (2) power-driven mobility devices for use by persons who have mobility impairments; and (3) emergency or law enforcement vehicles in case of emergency within the Easement Area.

5. **Rights of Grantor.** The following rights are expressly reserved by Grantor:

(a) **Sale of Property.** Grantor shall have the right to sell, rent or mortgage the Property, subject to this Easement. Grantor shall notify Grantee of any change in ownership of the Property.

(b) **Termination.** Grantor shall have the right to terminate this Easement if another route for the Peavine National Recreation Trail is established as evidenced by construction of that trail across land to the east of the Property. In the event of such termination, Grantor and Grantee shall promptly sign, deliver and record a release of this Easement.

(c) **Road Crossings.** In the event Grantee does not acquire the Property from Grantor within two years after the Effective Date (as defined herein), Grantor has the right to install road crossings of the Trail, at its sole cost and expense, at locations mutually agreeable to Grantor and Grantee. Other than such road crossings, Grantor must not construct or maintain facilities or improvements within the Easement Area.

(d) **Fencing.** Any fencing placed by Grantor upon the Property must be at least five feet (5') away from either boundary of the fifteen feet wide Trail for safety reasons.

6. **Relocation.** If either Grantor or Grantee desire to relocate the Trail within the Property, the parties shall meet to agree on a revised trail easement route that meets the following trail objectives: be located no closer than a distance of 1,000' from State Highway 89, remain an appropriate distance from any bald eagle nests to avoid disturbance of such nest, be of a suitable grade for accessible trail use, and minimize the distance within riparian washes to avoid potential for damage to the trail from flooding. If Grantor proposes such relocation, it

shall be subject to Grantee’s approval (provided such approval shall not be unreasonably withheld so long as the proposed relocation meets the trail objectives described above) and, additionally, if the trail has been constructed, Grantor shall provide sufficient funds to Grantee for reconstruction of the trail to the same condition as the existing trail. If Grantee proposes such relocation, it shall be subject to Grantor’s approval (not to be unreasonably withheld) and Grantor shall not be required to provide any funds for the relocation of any existing trail.

Grantor or Grantee may at any time propose the relocation of the Trail by giving written notice to the other party setting forth the proposed new location of the Trail (the “Proposed Relocation”), provided such proposed relocation route meets the trail objectives described above in this Section 6. The party receiving the notice of Proposed Relocation shall have a period of sixty (60) days to respond in writing as to whether it gives its approval to the Proposed Relocation or, if it does not give its approval, to state its objections to the Proposed Relocation; objections made by Grantee shall be limited to not meeting those trail objectives described above in this Section 6 or substantive reasons that the Proposed Relocation does not provide a reasonable alternative trail route. As outlined above, the parties shall meet in an effort to reasonably resolve any objections to the Proposed Relocation. Upon the parties’ approval of any Proposed Relocation, the parties shall amend this Easement to set forth the new description of the Easement Area. Any survey work required for such amendment shall be contracted for and funded by the party requesting the Proposed Relocation.

7. **Public Enters at Own Risk.** Use of any portion of the Easement Area by members of the general public is at their own risk. Neither Grantee nor Grantor by entering into this Easement assume any duty whatsoever to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Trail; for unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail to public access when unsafe conditions may be present. Grantee will endeavor to repair damages to the Trail and upon obtaining knowledge of an unreasonably dangerous condition, will take appropriate action including restricting access of the public to the dangerous area, and undertaking repairs or other corrective action. The foregoing provisions of this Section 7 shall not limit in any way the provisions of A.R.S. Section 33-1551.

8. **Warranty.** Grantor warrants to Grantee that:

(a) **Liens.** The Easement Area is, as of the Easement Date, free and clear of all liens.

(b) **Existing Agreements.** To the knowledge of Grantor, no one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement) to prevent the establishment of this Easement or the installation or public use of the Trail.

(c) **Hazardous Materials.** To the knowledge of Grantor, the Easement Area is not contaminated with hazardous or toxic materials, and no such materials have been stored or generated there.

The term “knowledge of Grantor” means the actual knowledge of James F. Brown and/or Robert

O’Rear, without any duty of investigation or inquiry.

9. **Responsibility for Losses and Litigation Expenses.**

(a) **Public Access Claims; Grantor Responsibility Claims.** If a claim for any Loss (as defined below) for personal injury or property damage occurring within the Easement Area after the Easement Date (a “Public Access Claim”) is asserted against either Grantor or Grantee, or both, it is anticipated that they will assert such defenses (including immunity under A.R.S. section 33-1551) as are available to them under applicable law. The phrase “Public Access Claim” excludes all claims (collectively, “Grantor Responsibility Claims”) for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Effective Date; or (2) activities or uses engaged in by Grantor, its contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, through, or under the express or implied invitation of any of the foregoing.

(b) **Indemnity.** If immunity from a Public Access Claim is for any reason unavailable to Grantor, to the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold Grantor harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim. Grantor agrees to indemnify, defend, and hold Grantee harmless from any Loss or Litigation Expense if and to the extent arising from a Grantor Responsibility Claim.

(c) **Loss; Litigation Expense.** The term “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense. The term “Litigation Expense” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Easement including, in each case, reasonable fees incurred for attorneys, other professionals, and disbursements.

10. **Approvals; Notices.** Before doing anything that requires the other party’s approval pursuant to this Easement, Grantor and Grantee shall seek such approval by written notice to the other party. All notices shall be personally delivered or sent by certified U.S. mail, return receipt requested, or by reputable commercial courier services, sent to the following addresses, or such other address as either party may hereafter specify by written notice to the other:

To Grantor:

Del Rio Springs Loan Partners, LLC
1201 Third Avenue, Ste 2900
Seattle, WA 98101
Attn: Robert O’Rear, Manager

To Grantee:

The Trust for Public Land
607 Cerrillos Road, Suite F-1
Santa Fe, NM 87505
Attn: Arizona Program

11. **Successors and Assigns.** This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and

assigns, and the benefit and burdens hereof shall run with the Property. The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee and the covenants, terms, and conditions of this Easement shall be binding upon and inure to the benefit of such successors and assigns and shall continue as a servitude running in perpetuity with the Property. Without limiting the foregoing, Grantor agrees that Grantee has the right to assign this Easement to either Arizona State Parks & Trails, the Town of Chino Valley, or the Yavapai Trail Association.

12. **Modification.** Except as set forth in Section 5 (b), this Easement may be modified or amended only upon the mutual written consent of Grantee and Grantor.

13. **Exhibits.** The following is a list of the exhibits attached hereto, all of which are incorporated herein by reference as if set forth in full:

- A. Legal Description of the Property
- B. Legal Description of the Easement Area
- C. Sketch Drawing of the Easement Area

14. **Effective Date.** This Easement shall only become effective between the parties hereto upon recording in the Public Records of Yavapai County, Arizona (the Effective Date”).

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto Grantee, its successors and assigns, forever, subject to the conditions, limitations and restrictions contained herein.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the Effective Date.

GRANTOR:

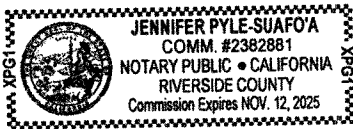
DEL RIO SPRINGS LOAN PARTNERS, LLC,
a Washington limited liability company

BY: [Signature]
Name: Robert O'Rear
Its: Manager

SIGNED IN
COUNTERPART
BY: _____
Name: James F. Brown
Its: Manager

STATE OF California)
) ss.
COUNTY OF Riverside)

The foregoing was acknowledged before me this 11 day of March, 2024, by Robert O'Rear, as Manager of Del Rio Springs Loan Partners, LLC, a Washington limited liability company, on behalf of said company.



[Signature]
Notary Public

My commission expires: November 12, 2025
(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of March, 2024, by James F. Brown, as Manager of Del Rio Springs Loan Partners, LLC, a Washington limited liability company, on behalf of said company.

SIGNED IN
COUNTERPART

Notary Public

My commission expires:
(SEAL)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

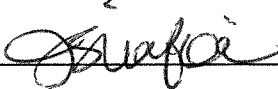
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

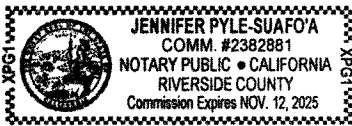
STATE OF CALIFORNIA }
COUNTY OF Riverside }

On MAR 11, 2024 before me, Jennifer Pyle-Suafo'a, Notary Public, personally appeared Robert O'Rear who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the Effective Date.

GRANTOR: DEL RIO SPRINGS LOAN PARTNERS, LLC,
a Washington limited liability company
SIGNED IN
COUNTERPART
BY: _____
Name: Robert O'Rear
Its: Manager
BY: _____
Name: James F. Brown
Its: Manager

STATE OF Washington)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of March, 2024, by Robert O'Rear, as Manager of Del Rio Springs Loan Partners, LLC, a Washington limited liability company, on behalf of said company.

SIGNED IN
COUNTERPART

Notary Public
My commission expires:
(SEAL)

STATE OF Washington)
) ss.
COUNTY OF King)

The foregoing was acknowledged before me this 8 day of March, 2024, by James F. Brown, as Manager of Del Rio Springs Loan Partners, LLC, a Washington limited liability company, on behalf of said company.

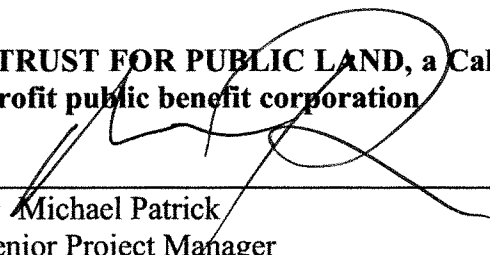
Notary Public
My commission expires: 11-10-2026



IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the Effective Date.

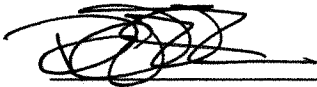
GRANTEE:

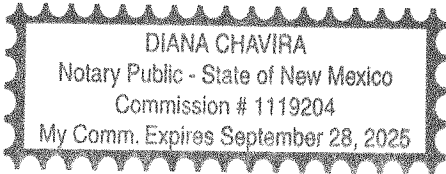
THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation

BY: 
Name: Michael Patrick
Its: Senior Project Manager

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing was acknowledged before me this 9 day of March, 2024, by Michael Patrick, Senior Project Manager, The Trust for Public Land, a nonprofit California public benefit corporation, authorized to do business in Arizona as TPL-Arizona, Inc., on behalf of said nonprofit corporation.


Notary Public



My commission expires: 04-28-2025
(SEAL)

EXHIBIT A
Legal Description of Property

APN# A portion of 306-40-038A

The following described tract situated in the West half of the Northeast quarter of Section 34, Township 17 North, Range 2 West of the Gila and Salt River Base and Meridian:

BEGINNING at a point in the center line of the county road (as it existed June 9, 1916), 690 feet, more or less, West from the Northeast corner of the West half of the Northeast quarter of said Section 34;
THENCE East along the North line of said Quarter section, 690 feet, more or less;
THENCE South along the East side of the West half of said Quarter section to the South line of said Quarter section;
THENCE West along the South line of said Quarter section, 50 feet;
THENCE in a Northwesterly direction in a direct line to the POINT OF BEGINNING.

ALSO

A strip of land 50 feet in width situated within the Northeast quarter of Section 34, Township 17 North, Range 2 West lying on the Easterly side of, parallel with and immediately adjacent to the new Easterly right of way line of the Prescott-Ash Fork Highway between Highway Engineer's Stations 1623 + 00 and 1630 + 00.

APN# 306-40-038

The following described lands situated in Township 17 North, Range 2 West of the Gila and Salt River Base and Meridian: the East half of the Northeast quarter of Section 34; the Northwest quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 35.

EXHIBIT B
Legal Description of Easement Area

A perpetual trail easement for non-motorized use over, upon, across and through the following parcels:

Easement Area # 1: A portion of Parcel 7 as recorded at Book 4803, Page 984, Yavapai County Official Records, being a portion of the Southeast quarter of the Southeast quarter of Section 34 all lying East of the Easterly right of way of North State Route 89, all in Township 17 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, said easement being 15-feet in total width and lying west of the following described line:

BEGINNING at the Southeast corner of said Section 34, said point monumented by a brass cap on 3" pipe marked S34-S35 dated 1913, said point being the TRUE POINT OF BEGINNING;

THENCE along the East line of said Southeast quarter of the Southeast quarter of said Section 34, N.00°09'04"W., a distance of 1,402.18 feet to a 1.5" pipe locally accepted as the South 1/16th corner of Sections 34 and 35 and the end of said line.

The sidelines of said easement are lengthened or shortened to terminate at the adjacent property line.

Easement Area # 2: A portion of Parcel 5(D) as recorded at Book 4803, Page 984, Yavapai County Official Records, being a portion of the Northeast quarter of the Southeast quarter of Section 34 all lying east of the easterly right of way of North State Route 89, all in Township 17 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, said easement lying within the following described area:

The East 15 feet of the South 50 feet of the Northeast quarter of the Southeast quarter of said Section 34.

The sidelines of said easement are lengthened or shortened to terminate at the adjacent property line.

Easement Area # 3: A portion of Parcel 4 as recorded at Book 4803, Page 984, Yavapai County Official Records, being a portion of the Northwest quarter of the Southwest quarter and the West half of the Northwest quarter of Section 35 all lying East of the Easterly right of way of North State Route 89, all in Township 17 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, said easement being 15-feet in total width and lying west 7.5-feet each side of the following described centerline:

Commencing at the Southwest corner of said Section 35, said point monumented by a brass cap on 3" pipe marked S34-S35 dated 1913;

THENCE along the West line of the Southwest quarter of said Section 35, N.00°09'04"W., a distance of 1,402.18 feet to a 1.5" pipe locally accepted as the South 1/16th corner of Sections 34 and 35;

THENCE continue along said West line of said Southwest quarter of Section 35, N.00°58'48"E., a distance of 39.51 feet to the TRUE POINT OF BEGINNING of said centerline; said point of beginning also being the beginning of a curve to the right, of which the radius point lies S.53°46'42"E., a radial distance of 42.50 feet;

THENCE northeasterly along the arc, through a central angle of 08°37'38", a distance of 6.40 feet;

THENCE N.44°50'56"E., a distance of 25.66 feet to a point of curve to the left having a radius of 65.00 feet and a central angle of 43°52'05"; a chord bearing of N.22°54'54"E., and a chord distance of 48.56

feet;

THENCE northeasterly along the arc a distance of 49.77 feet;

THENCE N.00°58'51"E., a distance of 173.71 feet to a point of curve to the right having a radius of 750.00 feet and a central angle of 18°27'46"; a chord bearing of N.10°12'44"E., and a chord distance of 240.63 feet;

THENCE northerly along the arc a distance of 241.68 FEET;

THENCE N.19°26'37"E., a distance of 294.35 feet to a point of curve to the left having a radius of 2,250.00 feet and a central angle of 31°09'52"; a chord bearing of N.03°51'42"E., and a chord distance of 1,208.79 feet;

THENCE northerly along the arc a distance of 1,223.82 feet;

THENCE N.11°43'14"W., a distance of 139.21 feet to a point of curve to the right having a radius of 1,500.00 feet and a central angle of 54°40'18"; a chord bearing of N.15°36'55"E., and a chord distance of 1,377.61 feet;

THENCE northerly along the arc a distance of 1,431.30 feet;

THENCE N.42°57'04"E., a distance of 131.59 feet;

THENCE N.47°07'54"E., a distance of 693.65 feet more or less to a point on the north line of the Northwest quarter of the Northwest quarter of said Section 35 and the end of said centerline.

The sidelines of said easement are lengthened or shortened to terminate at the adjacent property line.

EASEMENT AREA #s 1, 2, AND 3 FORM A CONTINUOUS FIFTEEN FOOT WIDE STRIP OF LAND, SAID STRIP BEING BOUNDED AT THE BEGINNING BY THE SOUTHEAST QUARTER OF SECTION 34 AND BEING BOUNDED AT THE POINT OF TERMINUS BY THE NORTH LINE OF SECTION 35, ALL IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA.

EXHIBIT C
Depiction of Easement Area

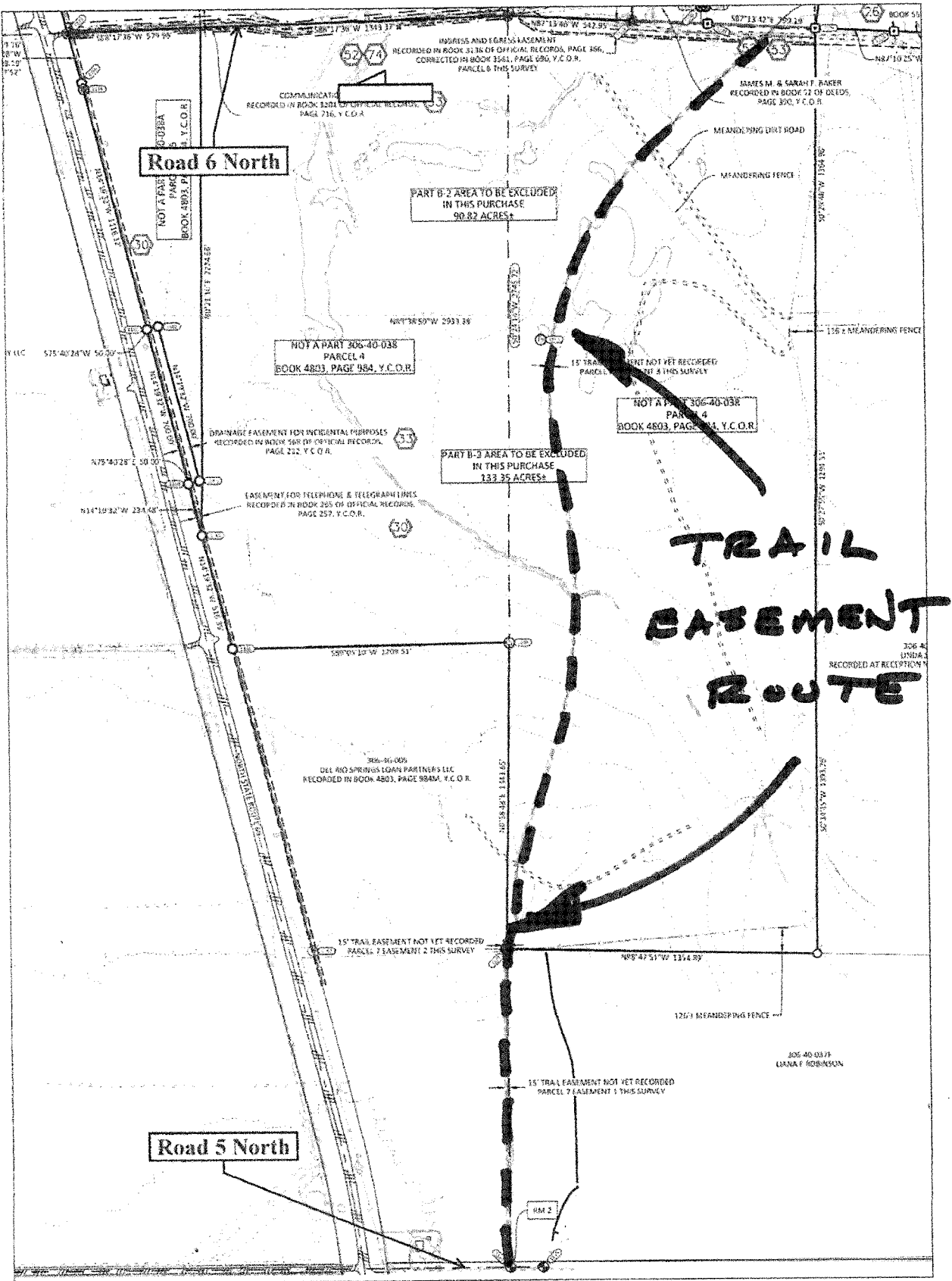


EXHIBIT C
Page 1 of 1

A Class III (Field) Cultural Resources Assessment Survey of an Approximately 1.1-Mile-Long by 15-Foot-Wide Proposed Peavine Trail Extension Located in Chino Valley, Yavapai County, Arizona

Prepared for:

Michael Patrick
Trust for Public Lands
607 Cerrillos Road, suite F-1
Santa Fe, NM 87505

Prepared by:

Sarah Luchetta, M.A.
James Moses

Submitted by:

Antigua Archaeology, LLC
PO Box 4168
Prescott, AZ 86302

April 28, 2025

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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1. REPORT TITLE

1a. Report Title: A Class III (Field) Cultural Resources Assessment Survey of an Approximately 1.1-Mile-Long by 15-Foot-Wide Proposed Peavine Trail Extension Located in Chino Valley, Yavapai County, Arizona

1b. Report Author(s): Sarah Luchetta, MA and James Moses

1c. Date: April 28th, 2025 **1d. Report No.:** 2024-008

2. PROJECT REGISTRATION/PERMITS

2a. ASM Accession Number: N/A. Project is on private lands.

2b. AAA Permit Number: N/A. Project is on private lands

2c. ASLD Lease Application Number(s): Not Applicable

2d. Other Permit Number(s): N/A

3. ORGANIZATION/CONSULTING FIRM

3a. Name: Antigua Archaeology, LLC (Antigua)

3b. Internal Project Number: 2024-008

3c. Internal Project Name: Peavine Trail Extension

3d. Contact Name: James Moses

3e. Contact Address: PO Box 4168, Prescott, Arizona 86302-4168

3f. Contact Phone: 520-820-1094

3g. Contact Email: antigua.arch@hotmail.com

4. SPONSOR/LEAD AGENCY

4a. Sponsor: Trust for Public Lands

4b. Lead Agency: Town of Chino Valley and/or Arizona State Parks

4c. Agency Project Number: N/A

4d. Agency Project Name: N/A

4e. Funding Source: Private

4f. Other Involved Agencies: N/A

4g. Applicable Regulations: A.R.S. § 41-844 and A.R.S. § 41-865

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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5. DESCRIPTION OF PROJECT OR UNDERTAKING: At the request of Michael Patrick of Trust for Public Lands, Antigua Archaeology, LLC (Antigua) has conducted a Class I (records search) and a Class III (intensive) cultural resources survey to determine whether construction of a proposed trail would have any impact on cultural resources including archaeological sites and features. Trust for Public Lands is working on a project that will add approximately 1.1 miles of new trail system, which will be added to the existing Peavine Trail.

6. PROJECT AREA: The project area consists of a 1.1-mile-long by 15-foot-wide proposed trail corridor across private lands. Total area is approximately 87,120 square feet or about two acres.

7. PROJECT LOCATION

7a. Address: The project area is located between Roads 5 North and 6 North, and east of Highway 89A, in Chino Valley, Yavapai County, Arizona

7b. Route: N/A **7c. Mileposts Limits:** N/A

7d. Nearest Cities: Chino Valley **7e. County:** Yavapai

7f. Project Locator UTM:

North End: 367938_ Easting; _3853989_ Northing

South End: 367523_ Easting; _3852345_ Northing

7g. NAD 83 7h. Zone: 12

7i. Baseline & Meridian: GSRB&M

7j. USGS Quadrangle: *Chino Valley North, Ariz.*

7k. Legal Description(s): Section 35, Township 17 North, Range 2 West

8. SURVEY AREA

8a. Total Acres: 2

8b. Survey Area.

1. Land Jurisdiction	2. Total Acres Surveyed	3. Total Acres Not Surveyed	4. Justification for Areas Not Surveyed
Private	2	0	N/A

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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9. ENVIRONMENTAL CONTEXTS

9a. Landform: The project area is located in a relatively flat terrain that drains to the north.

9b. Elevation: Elevation within the project area averages 4,495 feet above sea level A.M.S.L.

9c. Surrounding Topographic Features: Several unnamed hills are located in the project vicinity.

9d. Nearest Drainage: The project area is located about 1.8 miles west of Granite Creek, which flows into the Verde River three miles north of the project area.

9e. Local Geology: The project area lies within the Pliocene and middle Miocene deposits geological unit (Arizona Geologic Survey 2025). This unit consists of moderately to strongly consolidated conglomerate and sandstone deposited in basins during and after late Tertiary faulting. Includes lesser amounts of mudstone, siltstone, limestone, and gypsum. These deposits are generally light gray or tan. They commonly form high rounded hills and ridges in modern basins and locally form prominent bluffs. Deposits of this unit are widely exposed in the dissected basins of southeastern and central Arizona.

9f. Vegetation: Vegetation is low due to cattle grazing and consists mostly of scattered rabbit brush and a variety of short grasses and orbs. Some denser patches of hackberry, and desert broom are present in the northern portion of the project location. Russian Elms have been planted along the fence line in the southern portion of the project area as well.

9g. Soils/Deposition: Soils consist of deflated clay horizons with a sparse gravel cover. Soils are described as a combination of Lynx soils and Abra gravelly sandy loam, 0 to 8 percent slopes (NRCS 2025).

9h. Buried Deposits: The potential for buried cultural deposits is *not likely*.

9i. Justification: There is a lack of surface artifacts or cultural features in the project area. The project area has been heavily disturbed due to irrigation as well as cattle grazing and trampling.

10. BUILT ENVIRONMENT: The built environment within the general project area consists of several site-built and manufactured homes, graded dirt roads, and utility lines. The setting is rural/suburban.

11. INVENTORY CLASS COMPLETED

11a. Class I Inventory: ☒

11b. Researcher(s): Sarah Luchetta, MA and James Moses

11c. Class II Survey: ☐

11d. Sampling Strategy: N/A

11e. Class III Inventory: ☒

12. BACKGROUND RESEARCH SOURCES

12a. AZSITE: ☒

12b. ASM Archaeological Records Office: ☒

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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12c. SHPO Inventories and/or SHPO Library: ☐

12d. NRHP Database: ☒ The National Register of Historic Places (NRHP) website was also reviewed for historic properties in the area (NRHP 2025), but none were found.

12e. ADOT Portal: ☐

12f. GLO Maps: ☒ One historic GLO survey plat was published in March of 1872 for the Township and Range encompassing the project area (GLO 3118). No cultural features appear on this GLO map (GLO 1872).

12g. Land-Managing Agency Files: N/A

12h. Tribal Cultural Resources Files: N/A

12i. Local Government Websites: N/A

12j. Other: The earliest historic U.S. Geological Survey (USGS) topographic map of the area was published in 1968 (TopoView 2025).

13. BACKGROUND RESEARCH RESULTS

13a. Previous Projects Within Study Area. Eight (8) previous Class III survey projects have been conducted within one mile of the project area. None of these projects encompassed the current project area.

1. Project Reference Number	2. Project Name	3. Author	4. Year
1976-24.ASM	Archaeological Survey Materials Source 8519, File #1130008	ADOT	1976
1976-23.ASM	Materials Pit #8488	ADOT	1976
1988-126.ASM	Ashfork - Willow Lake 69kV	Howard et al.	1988
1994-184.ASM	PIT #5907.	Hathaway	1994
1994-382.ASM	US 89 CHINO VALLEY, MP 320.2-338.65	Spalding et al.	1994
2009-263.ASM	APS On-Call Cultural Resources Surveys	North	2009
2009-515.ASM	Big Chino Ranch Water Delivery Project	Mitchell and Bellavia	2007
2011-283.ASM	APS On-Call Cultural Resources Surveys	Purcell and Rowe	2011

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13b. Previously Recorded Cultural Resources Within Study Area.

Six (6) archaeological sites (or portions thereof) have been documented within one mile. None occur within the project area boundaries.

1. Site Number	2. Affiliation	3. Site Type	4. Eligibility Status	5. Associated Reference
AZ N:3:2(ASM)-Del Rio Springs	Anglo-American	Historic Ranch.	Eligible per Arizona SHPO. Criterion A: event.	AZSITE 2025
AZ N:3:32(ASM)-Santa Fe, Prescott, and Phoenix Railway Line.	Anglo-American	Railroad.	Eligible per recorder. Portion within the project area has been dismantled and the tracks have been removed. No longer eligible.	Purcell and Rowe 2011
AZ N:7:456(ASM)	Anglo-American	Transmission Line	Eligible per Arizona SHPO. Criterion A: event.	North et al. 2009
AZ N:14:419(ASM)	Anglo-American	Transmission Line	Eligible per Arizona SHPO. Criterion A: event.	North et al. 2009
NA14533	Prehistoric Native American.	Hilltop Site.	Unevaluated.	Austin 2000
NA14534	Prehistoric Native American.	Hilltop Site.	Unevaluated.	Austin 2000

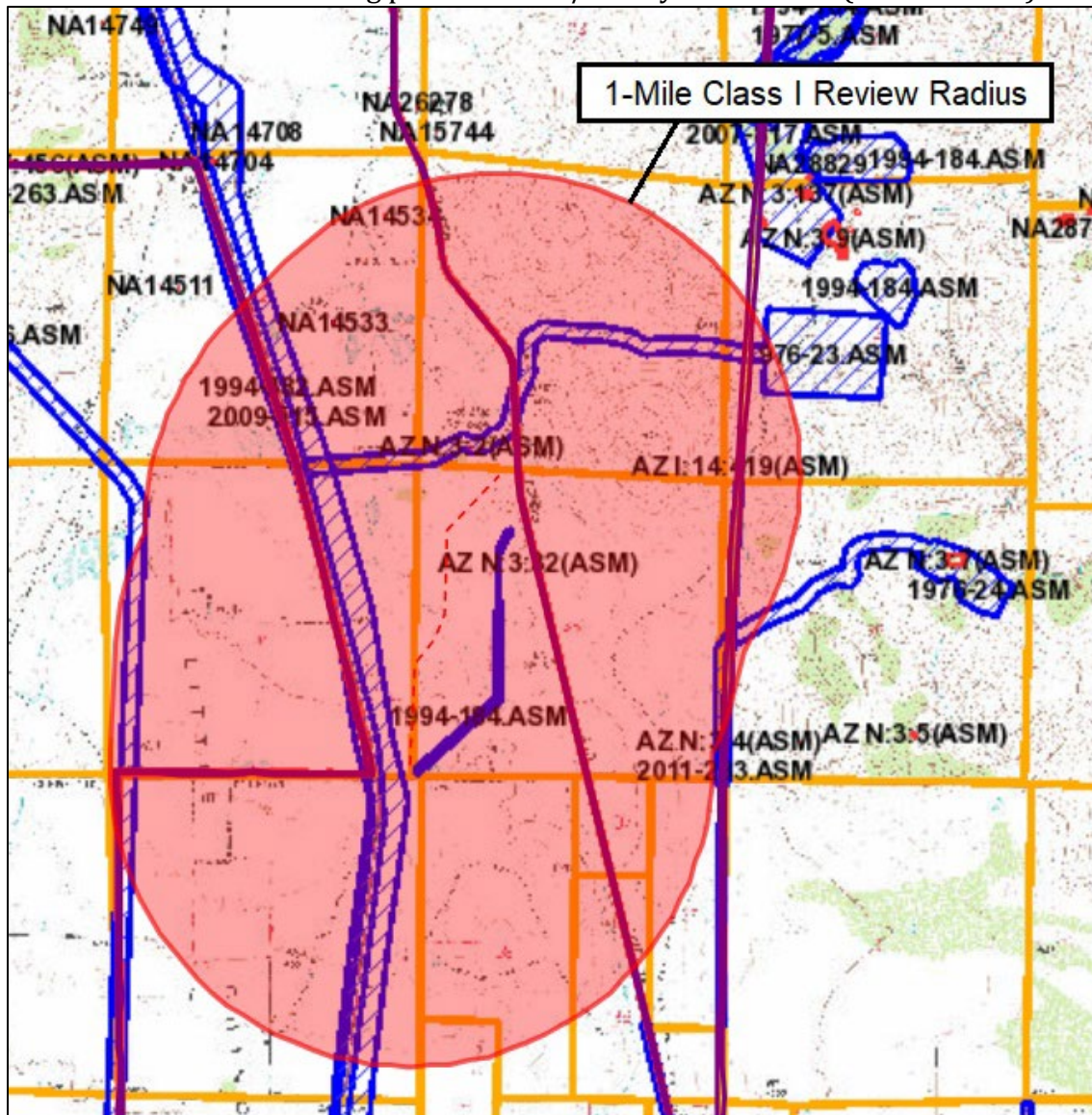
13c. Historic Buildings/Districts/Neighborhoods.

1. Property Name or Address	2. Year	3. Eligibility Status
None		

STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM

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AZSITE Screen Shot showing previous sites/surveys in the area (AZSITE 2025).



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14. CULTURAL CONTEXTS

14a. Prehistoric Culture: Western Patayan

14b. Protohistoric Culture: Yavapai

14c. Indigenous Historic Culture: Yavapai-Prescott Indian Tribe

14d. Euro-American Culture: Anglo American

15. FIELD SURVEY PERSONNEL

15a. Principal Investigator: Sarah Luchetta, MA

15b. Field Supervisor: James Moses

15c. Crew: N/A

15d. Fieldwork Date(s): April 13th and April 25th, 2025

16. SURVEY METHODS

16a. Transect Intervals: Five (5) meters apart

16b. Coverage (%): 100%

16c. Site Recording Criteria: Arizona State Museum

16d. Ground Surface Visibility: 90%

16e. Observed Disturbances: Primary disturbance within the project area consists of cattle grazing/trampling.

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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17. FIELD SURVEY RESULTS: The entire project area was surveyed and no archaeological sites were identified. Seven (7) Isolated Occurrences were recorded.

17a. No Cultural Resources Identified: ☐

17b. Isolated Occurrences (IOs) Only: ☒

17c. Number of IOs Recorded: Seven (7).

17d. Table of IOs:

1. IO Number	2. Description	3. Date Range	4. UTM's
1	Abandoned irrigation ditch with cement pipes.	Historic ca. 1900	367613E, 3853073N
2	Clear bottle fragment.	Historic ca. 1900	367634E, 3853232N
3	Chert core.	General prehistoric.	367615E, 3853421N
4	Brick fragment.	Historic ca. 1940	367641E, 3853670N
5	Metal straps.	Historic ca. 1930-1960	367686E, 3853759N
6	Abandoned dirt road. Original section of Road 6 North that connected to Old Manor Road. Still in use in 1992, abandoned by 2003. Not depicted on modern or historic topographic maps.	Historic ca. 1920	367741E, 3853839N
7	Metal drum fragments.	Historic ca. 1950	367781E, 3853872N

STATE HISTORIC PRESERVATION OFFICE
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17e. Site Photos



South end of project area facing north.



North end of project area facing south-southeast.

18. COMMENTS and RECOMMENDATIONS:

Antigua has assessed the effects of the proposed trail on cultural resources including archaeological sites and historic properties. No archaeological sites or historic properties are present within the project area.

It is recommended that the proposed project proceed without further archaeological review.

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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SECTION 19. ATTACHMENTS

- 19a. Project Location Map: ☒
19b. Land Jurisdiction Map: ☒
19c. Background Research Map, Previous surveys: ☒
19d. Background Research Map, Previous sites: ☒
19e. GLO Map: ☐
19f. Isolated Occurrences in the project area: ☒
19g. References: ☒

SECTION 20. CONSULTANT CERTIFICATION

I certify the information provided herein has been reviewed for content and accuracy and all work meets applicable agency standards.



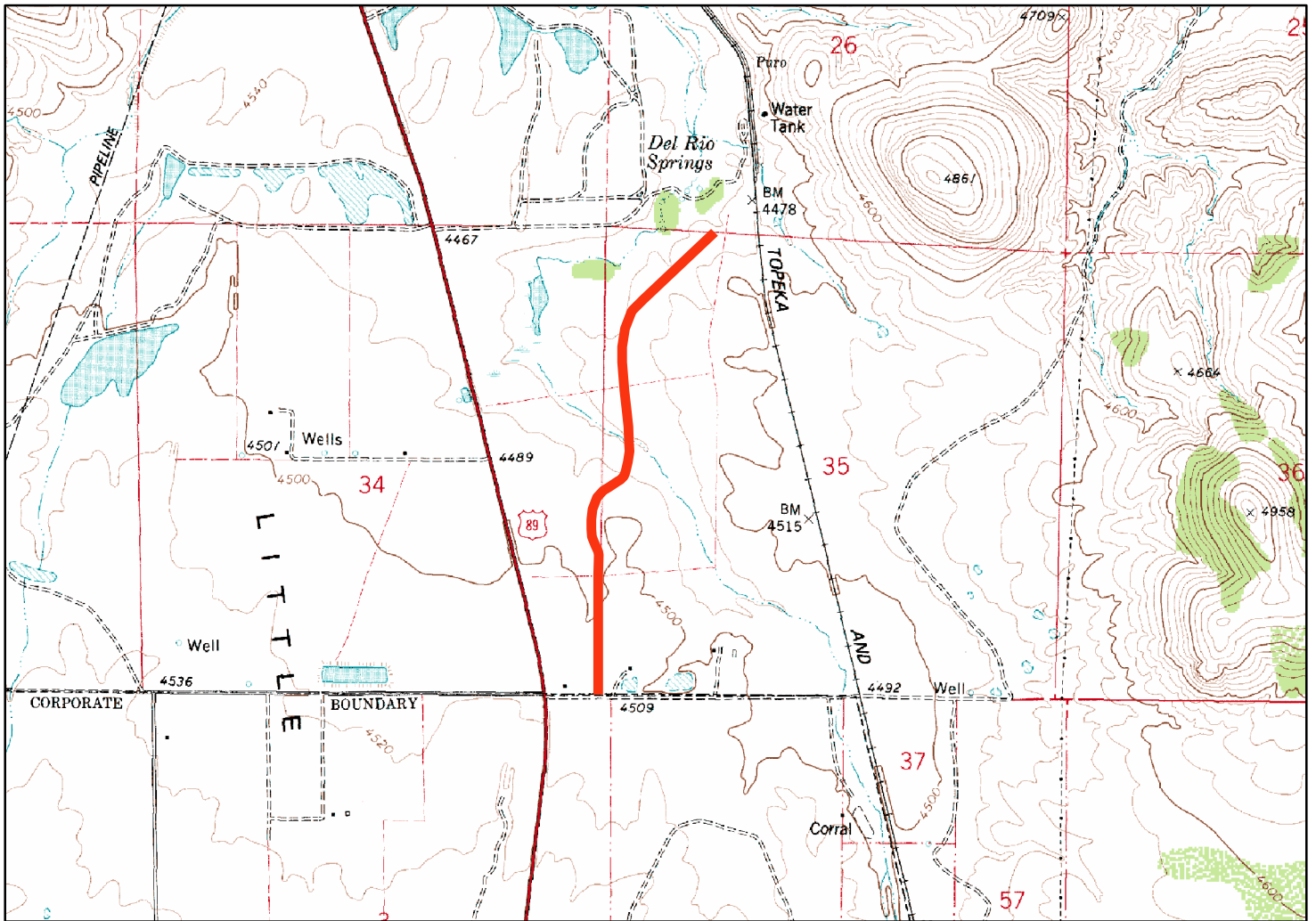
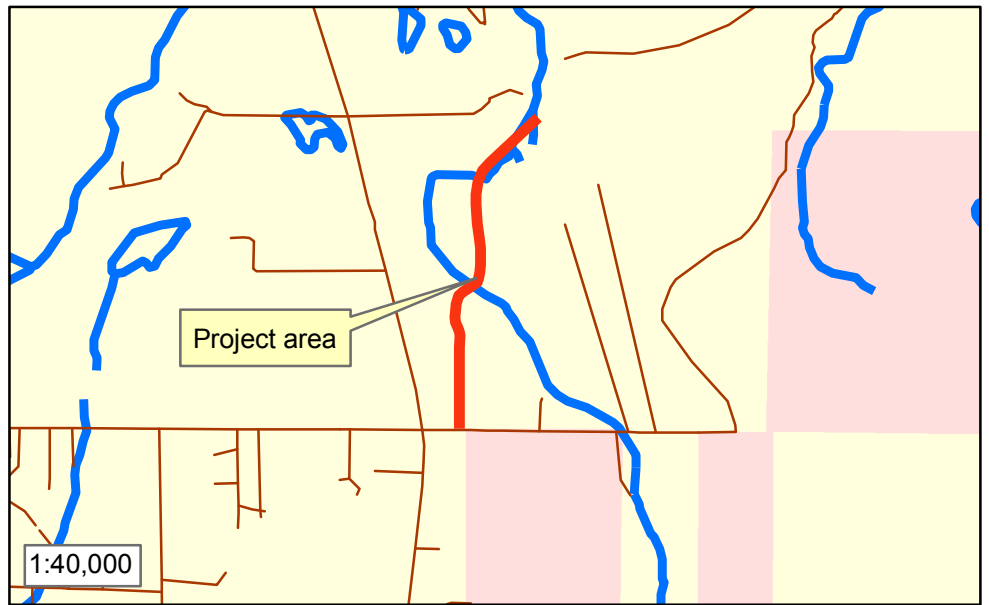
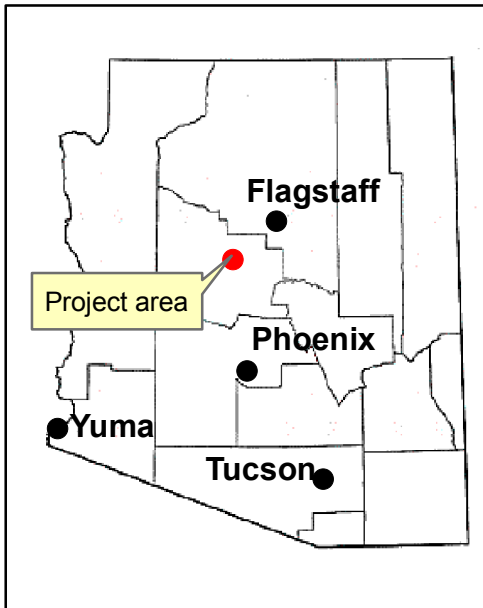
Signature Sarah K. Luchetta, MA

Title: Archaeologist, Antigua Archaeology, LLC

SECTION 21. DISCOVERY CLAUSE

In the event that previously unreported cultural resources are encountered during ground disturbing activities, all work must immediately cease within 30 meters (100 feet) until a qualified archaeologist has documented the discovery and evaluated its eligibility for the National Register of Historic Places in consultation with the lead agency, the SHPO, and Tribes, as appropriate. Work must not resume in this area without approval of the lead agency.

If human remains are encountered during ground-disturbing activities, all work must immediately cease within 30 meters (100 feet) of the discovery and the area must be secured. The Arizona State Museum, lead agency, SHPO, and appropriate Tribes must be notified of the discovery. All discoveries will be treated in accordance with NAGPRA (Public Law 101-601; 25 U.S.C. 3001-3013) or Arizona Revised Statutes (A.R.S. § 41-844 and A.R.S. § 41-865), as appropriate, and work must not resume in this area without authorization from ASM and the lead agency.



Peavine Trail Extension
Trust for Public Land
Chino Valley, Arizona
T17N, R2W Sections 34/35
Chino Valley North, AZ
USGS Quadrangle

0 125 250 500 750 1,000 Meters

Project area
UTM Coordinates (Z12, NAD 83)
S end 0367523E 3852345N
N end 0367938E 3853989N

Private
State Trust (ASLD)



Figure 1. Project Location and Land Jurisdiction.

**STATE HISTORIC PRESERVATION OFFICE
SURVEY REPORT SUMMARY FORM**

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Attachment 19g. References:

Arizona Geologic Survey

2025 *Geologic Map of Arizona*. Arizona Geologic Survey. Electronic document accessed March 25th, 2025. <http://data.azgs.az.gov/geologic-map-of-arizona/>.

Austin, Ken

2000 *The Mountain Patayan People of West Central Arizona*. In *Archaeology in West-Central Arizona: Proceedings of the 1966 Arizona Archaeological Council Prescott Conference*, edited by T.N. Motsinger, D.R. Mitchell, and J.M. Meke, pp. 63-74. Sharlott Hall Museum Press, Prescott, Arizona.

AZSITE

2025 AZSITE Database Search. Electronic document accessed March 25th, 2025. <http://www.azsite.arizona.edu/>.

General Land Office

1872 Plat for Township 17 North, Range 2 West, Gila and Salt River Baseline and Meridian, Arizona; officially filed in March of 1872. On file at the Bureau of Land Management, Phoenix.

Hathaway, Jeffrey

1994 *Cultural Resources Survey of Four Land Parcels Associated with the Development of Material Sources, Chino Valley, Yavapai County, Arizona*. ARS, Phoenix.

Howard et al.

1988 *An Archaeological Resource Survey of the APS-Ashfork to Willow Lake 69kV Transmission Line Rebuild*. Archaeological Consulting Services, Phoenix, Arizona.

Mitchell, Douglas R. and Cara Bellavia

2007 *Archaeological Survey for Four Proposed Boring Locations on ASLD along the Big Chino Ranch Water Delivery Project in Yavapai County, Arizona*. SWCA Report No. 07-193. SWCA, Phoenix.

National Register of Historic Places (NRHP)

2025 National Register of Historic Places Database. Electronic document accessed March 20th, 2025. <http://www.nationalregisterofhistoricplaces.com/az/state.html>

National Resources Conservation Service (NRCS)

2025 Web Soil Survey and Data. Electronic document accessed March 27th, 2025. <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>

North, Chris et al.

2009 *A Cultural Resources Survey of 25.5 Miles (230 Acres) of State and Federal Land for the Arizona Public Service Company NW-6 (Willow Lake-Williams) 69-kV Transmission Line in Coconino and Yavapai Counties, Arizona*. LSD Technical Report no. 075107 (NW-6a), Logan Simpson Design, Tempe, Arizona.

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Purcell, David E. and Robert Rowe

2011 *A Cultural Resources Survey for the State and some Federal Land portions of the Arizona Public Service Company's 20.89-Mile-Long (215.57 acre) NE-7 (Willow Lake - Coconino) 115-kV and 69-kV Transmission Line, Yavapai and Coconino Counties, Arizona.* Logan Simpson Design, Tempe, Arizona.

Spalding, Nathanael et al.

1994 *An Archaeological Survey of the US 89 Right of Way Between Mileposts 320 and 338, Chino Valley, Yavapai County, Arizona.* Plateau Mountain Desert Research, Flagstaff, Arizona.

TopoView

2025 USGS TopoView Maps accessed March 20th,2025. <https://ngmdb.usgs.gov/topoview/>



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 9/23/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Vanguard Truck Center to purchase a new 2025 Mack six-wheel dump truck in the amount of \$128,148.00.

SUMMARY:

The Streets Division of the Public Works Department have three Class 5 (Ford F550) trucks that are used for light duty work such as cold mix patching, spot repairs, carrying tools, and snow removal. Streets also have three Class 8 (10 wheel) dump trucks used for heavy hauling, such as large road base work, large hot mix asphalt, fill dirt, etc. Two primary uses for the large trucks are for ditch cleaning operations and emergency repairs. These operations are critical and not well suited to using contractor services. Due to age and catastrophic failures, only two of the large trucks are currently in service.

In the past, Streets used four large dump trucks. Over recent years the fleet has been reduced to three. The proposed purchase of the Class 6 six-wheel dump truck is to fill the vacancy left by the 36-year-old Class 8 dump truck that is only fit for salvage.

The proposed Class 6 truck has a 21,000-pound rear axle and good maneuverability for our narrow streets. This truck is designed to work in tandem to support paving and patching operations with the skid steer profiler and the asphalt recycler. The vehicle includes an optional chute door to feed patching material to the new asphalt recycler. The five to seven yard capacity is slightly less than the 10–12 yard capacity of the larger trucks, but the maneuverability and extra strength for its size make the vehicle more suited to a wider range of Town uses.

If this smaller sized truck works better for the Town as anticipated, this could be a model for future purchases, moving our fleet to smaller, less costly trucks for ditch and emergency work. Streets can always utilize contractors that have up to 25 cubic yards' capacity for scheduled hauling to maximize efficiency and reduce wear and tear on Town vehicles when appropriate.

Please remember, if it is found to be viable and advantageous to downsize some of our fleet vehicles, during emergency situations such as flooding, heavy-duty trucks are indispensable for clearing ditches and grade and drain operations. These trucks are needed during nighttime operations and often when ADOT and other agencies have already taken available contracted trucks.

We have been strategically replacing trucks over the last four years. The oldest was 36 years old. One of the remaining Class 5 trucks is 18 years old, has 166,000 miles, and will need to be replaced in the next 12 to 24 months. This new Class 6 truck will fill a need for a truck that is between Class 5 and Class 8. It is \$100,000 less than a Class 8 truck. A large cost savings while adding utility as both a hauling and

support truck for years to come.

The purchase will be made utilizing a cooperative purchasing agreement through Sourcewell Contract #032824-MAK.

PREVIOUS ACTION:

Council provided budget approval for this item.

STAFF RECOMMENDATION:

Approve the Cooperative Purchasing Agreement with Vanguard Truck Center to purchase a new 2025 Mack six-wheel dump truck in the amount of \$128,148.00.

FISCAL IMPACT?

Available budget: Highway Users Revenue Fund - Dump Truck	\$140,000.00
Less this approval item: 2025 Mack six-wheel dump truck	-\$128,148.00
Remaining budget: Highway Users Revenue Fund - Dump Truck	\$11,852.00

ATTACHMENTS:

1.	Contract
2.	Exhibit A - Sourcewell Contract
3.	Exhibit B - Quote

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ARIZONA TRUCK CENTER, LLC
DBA VANGUARD TRUCK CENTER OF PHOENIX**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 23, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Arizona Truck Center, LLC, a Delaware limited liability company DBA Vanguard Truck Center of Phoenix (the “Vendor”). The Town and Vendor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. On July 24, 2024, after a competitive procurement process, Sourcewell—a State of Minnesota local government unit and service cooperative—entered into Contract No. 032824-MAK with Mack Trucks, Inc. (the “Supplier”), to purchase class 4-8 chassis and cabs with related equipment, accessories, and services through the Supplier’s authorized dealers (the “Sourcewell Contract”), including a 2025 Mack MD642 truck as more particularly set forth in Section 2 below (the “Vehicle”). A copy of the Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. Pursuant to the terms of the Sourcewell Contract, the Vendor is an authorized dealer of the Supplier, with the authority and responsibility for fulfilling orders pursuant to the terms of the Sourcewell Contract.

C. The Town is permitted to purchase the Vehicle under the Sourcewell Contract, at its discretion and with the agreement of the Vendor.

D. The Town and the Vendor desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Sourcewell Contract and this Agreement, (ii) establish the terms and conditions by which the Vendor may provide the Town with the Vehicle, and (iii) set the maximum amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 22, 2026, unless terminated as otherwise provided in this Agreement or the Sourcewell Contract.

2. Scope of Work. The Vendor shall provide the Vehicle to the Town under the terms and conditions of the Sourcewell Contract and in the configuration set forth in the New Vehicle Purchase Agreement (the "Quote"), attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. If the Vehicle fails to conform to the requirements of this Agreement or the Sourcewell Contract, it will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of the non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed \$128,148 for the Vehicle at the unit rate set forth in the Sourcewell Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Sourcewell Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Sourcewell Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Vendor's or its subcontractors' failure to comply with

such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to Ariz. Rev. Stat. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement 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, this 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 this 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 this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Vendor 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 this Agreement pursuant to this Section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the Sourcewell Contract, the Quote, and any invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Sourcewell Contract, the Town shall be afforded all of the rights and privileges afforded to Sourcewell and shall be “Sourcewell” (as defined in the Sourcewell Contract) for the purposes of the portions of the Sourcewell Contract that are incorporated herein.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Sourcewell to the extent provided under the Sourcewell Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town

under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection:

If to the Town:	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Vendor:	Vanguard Truck Center of Phoenix 2402 S. 19 th Ave. Phoenix, Arizona 85009 Attn: _____

Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor 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 Vendor 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 Vendor 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.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

ARIZONA TRUCK CENTER, LLC,
a Delaware limited liability company
DBA Vanguard Truck Center of Phoenix

Signature

Name

Title

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ARIZONA TRUCK CENTER, LLC
DBA VANGUARD TRUCK CENTER OF PHOENIX

[Sourcewell Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ARIZONA TRUCK CENTER, LLC
DBA VANGUARD TRUCK CENTER OF PHOENIX

[Quote]

See following pages.

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7900 National Service Road, Greensboro, NC 27409 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

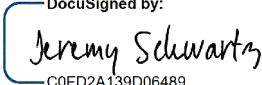
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

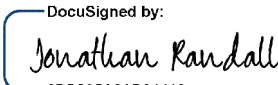
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Mack Trucks, Inc.

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/24/2024 | 7:22 AM CDT

DocuSigned by:

 6DB295A6AB04410...
 By: _____
 Jonathan Randall
 Title: President Mack Trucks North America
 Date: 7/24/2024 | 3:08 AM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Mack Trucks, Inc.
Address: 7900 National Service Road
Greensboro, NC, NC 27409
Contact: Chuck Wissinger
Email: chuck.wissinger@macktrucks.com
Phone: 240-291-0743
HST#:

Submission Details

Created On: Friday February 23, 2024 14:10:10
Submitted On: Wednesday March 27, 2024 16:13:41
Submitted By: Chuck Wissinger
Email: chuck.wissinger@macktrucks.com
Transaction #: 561eee4f-0f66-43f7-90dd-5f0a60226f44
Submitter's IP Address: 204.156.71.36

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mack Trucks, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable. Equipment, products, and services included in the proposal come directly from Mack Trucks, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Mack Defense is a wholly owned subsidiary of Mack Trucks. Mack Defense's CAGE code is 6B8L4.	*
5	Proposer Physical Address:	7900 National Service Rd, Greensboro, NC 27409	*
6	Proposer website address (or addresses):	www.macktrucks.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, President, Mack Trucks North America. 7900 National Service Rd, Greensboro, NC 27409 jonathan.randall@macktrucks.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chuck Wissinger - Director, Field Sales Operations. 7900 National Service Rd, Greensboro, NC 27409 chuck.wissinger@macktrucks.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Abdul Mian - Sales Analyst, 7900 National Service Rd, Greensboro, NC 27409 abdul.mian@macktrucks.com Edward Schnake, Manager, Pricing. 7900 National Service Rd, Greensboro, NC 27409 edward.schnake@macktrucks.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions for more than a century since our founding in 1900. Today, Mack is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines, axles and transmissions sold in North America are assembled in the United States. Mack manufacturing locations are certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and ISO 45001 standard for health and safety management systems. Mack is also a proud sponsor of Share the Road, an American Trucking Associations public information campaign aimed at enhancing the safety of our nation's roadways. Mack Trucks is division of the Volvo Group, who aims to drive prosperity through transport and infrastructure solutions, offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs about 104,000 people and serves customers in almost 190 markets. In 2023, net sales amounted to about \$52 billion USD.
11	What are your company's expectations in the event of an award?	Our number one expectation is to provide municipal customers with a quality product in a contractually compliant manner, at competitive and discounted prices. Above all else that is what we will strive to continue achieving. We would also expect to continue the excellent working relationship that we've had with Sourcewell and its employees from our existing contract, working together to meet the demands and deliver high customer satisfaction and solutions for Sourcewell members. We would also like to gain market share within the municipal/government segment of the market. Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks also offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6, Class 7, and battery electric chassis. Mack Trucks consistently strives to meet customer satisfaction, demand, and market share growth. With the award, Mack Trucks expects to grow market share and increase its lines of business for the different types of Sourcewell customers.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of the Volvo Group (AB Volvo), a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of approximately \$52 billion USD for 2023. AB Volvo is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating AB Volvo has with several different rating agencies, for example excellent ratings with both Moody's and Standard and Poor's are attached. Mack Trucks also provides/attaches the 2023 Annual Report for AB Volvo, which includes various sections specifically addressing the Mack Trucks subsidiary and Mack product lines.
13	What is your US market share for the solutions that you are proposing?	Mack Truck's Municipal/Government overall market share for class 8 trucks, as defined by Polk, was 14.8% for calendar year 2023. The four major categories of trucks supplied under our proposed Sourcewell contract have the following Municipal/Government market shares for 2023: Cabover/Refuse - 26.1%, Straight Truck >10L - 28.7%, Daycab Tractor - 24.8%, Medium Duty - 6.1%. Under the three major heavy-duty categories contained in our bid, Mack Trucks has the highest combined market share of any OEM for Municipal/Government and outlines our ability to serve Sourcewell customers in a good way.
14	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks Municipal/Government overall market share for class 8 trucks, as defined by Polk, is 6.4% for calendar year 2023. The four major categories of trucks supplied under our proposed Sourcewell contract have the following Municipal/Government market shares for 2023: Cabover/Refuse - 36.4%, Straight Truck >10L - 6.4%, Daycab Tractor - 7.3%, Medium Duty - 0.5%. As more Canadian customers leverage the Sourcewell contract, we expect these market share numbers to grow.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of Class 6-8 trucks. Every Class 6 and 7 Mack® Truck built for the North American market is assembled at its Mack Roanoke Valley Operations facility in Salem, VA. Every Class 8 Mack® Truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines, transmissions and axles for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has over 150 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service/uptime issues. Our corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages. Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2023, Mack Trucks had 81 dealer-owners with 418 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada. Mack Trucks follows all legal requirements to legally sell products in North America including FMVSS (Federal motor vehicle safety standards) set by NHTSA (National highway traffic safety administration), in addition to EPA/CARB emissions standards. Mack manufacturing locations are certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and ISO 45001 standard for health and safety management systems. All our independent dealers are licensed to do business in the states and provinces that they operate in, as well as our corporate field sales representatives, if the states they cover require it.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2024- Mack Trucks received recognition from the Virginia Governor's office when Gov. Glenn Youngkin visited our medium duty manufacturing plant as part of a 14.5M, 70,000 square-foot planned expansion that will add more medium duty capacity. 2023 – Mack Trucks has become the official truck partner for 23XI Racing. 23XI Racing is owned by both three-time Daytona 500 winner Denny Hamlin and NBA legend Micheal Jordan. Mack Trucks supplied the racing team with high-quality trucks with unique features to support the racing team throughout the NASCAR season. All models supplied to the team can be seen around the country at NASCAR events. 2022 – Mack Trucks' LR® Electric was awarded \$10 million by the New York State Energy Research and Development Authority (NYSERDA) as part of a winning submission to provide renewable transportation solutions to Hunts Point, where one of the largest wholesale food hubs in the nation is located in the Bronx, NY. 2022 – Mack Trucks was honored as President Joe Biden visited the Mack Trucks and Volvo Group Powertrain facility in Hagerstown, Maryland, for national Manufacturing Day. President Joe Biden toured the facility and explored the different processes. This visit to the facility on manufacturing day truly emphasizes and highlights Mack Trucks commitment to the U.S economy. 2021 – Mack Trucks was honored as President Joe Biden visited the Lehigh Valley Operations facility home to where all Class 8 Mack Trucks are assembled. With Mack Trucks completing a \$84 million investment plan for improving the facility, the President was impressed and mentioned remarks of how Mack Trucks offers exceptional American innovative manufacturing. 2020 – Mack Trucks was awarded a Sourcewell Contract, a government agency that uses the power of cooperative purchasing to strategically save money and time to fulfill bid processes for member agencies. This contract has proved beneficial as Mack Trucks has sold to many different Sourcewell members across North America since its award. 2019 – Mack Trucks' subsidiary Mack Defense, was recognized by the U.S. Secretary of Commerce for boosting U.S. Exports. Mack Defense received the President's "E" Award which is the highest recognition a U.S. entity can receive for exports.	*
20	What percentage of your sales are to the governmental sector in the past three years	Based on Polk registrations through our dealer network, our heavy duty Municipal/Government sales were 8.2% and our medium duty Municipal/Government sales were 3.5% of our total dealer business for the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales were to the education sector over the last three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, and Texas Buy Board. Mack Trucks does not track the sales by cooperative contract, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (Flyer attached in additional documents). Our current Sourcewell contract volume exceeds the volume of business done through GSA which is limited to federal-level customers. Mack Defense does not work with any state or local agencies, only military/federal. Sales volumes on the GSA contract are as follows: 2021 - 49 units totaling \$6.7M 2022 - 25 units totaling \$5.4M 2023 - 82 units totaling \$13.3M	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Memphis	Phillip Davis	(901) 417-4027	*
Jersey City Department of Public Works	Jimmy Lovero	(201) 723-9021	*
City of Des Moines	Brian Bennet	(515) 323-8940	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Agencies in NY	Government	New York - NY	Cabovers for refuse.	650	\$206,830,349	*
Agencies in AL	Government	Alabama - AL	Dump trucks and equipment tractor.	373	\$45,976,414	*
Agencies in NC	Government	North Carolina - NC	Dump trucks and chassis for snow plows.	203	\$21,608,600	*
Agencies in OK	Government	Oklahoma - OK	Dump trucks and regional haul tractors.	118	\$13,015,860	*
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows.	94	\$10,185,244	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Mack Trucks currently employs 41 corporate sales representatives working from Mack Trucks offices across the country and remotely from their home offices. This number has increased by ten since the last Sourcewell RFP showing Mack Trucks commitment to the field sales force team that supports our dealers and customers. These professionals are responsible for overseeing designated territories, where they engage with Mack dealers and customers. When combined with our 735 dealer sales representatives, the comprehensive field team collaborates to visit customers and personally connect with them to execute impactful sales strategies for Mack Trucks. This allows us to directly work with Sourcewell customers, regardless of their locations and gives us one of the best coverage networks in the industry. *
27	Dealer network or other distribution methods.	Mack Trucks currently has 418 Full Line dealers for the US / Canada. Of these dealers, 186 are Certified Uptime Dealers which signifies the overall dedication of effectiveness and efficiency by quickly getting trucks out of the shop with their own dedicated bays. Since the last contract, the number of Certified Uptime Dealers has increased to meet the demands of customers. Customers who visit a Certified Uptime Dealer can expect a rapid diagnosis within two hours and if the repair fits the criteria, the truck is pulled into an Uptime Bay resulting in a resolution of four hours or less. During the period of our existing Sourcewell contract, no negative service feedback has been received from any of our Sourcewell customers at the corporate level. These Certified Uptime Centers across the country are a testament to Mack Trucks commitment to customer satisfaction by maximizing reliability and decreasing downtime. *
28	Service force.	Mack Trucks currently has 74 professional corporate service reps in the field actively working from Mack Truck offices across the country and home offices to strategically cover territories calling on Mack dealers and customers in the US and Canada. These service reps specialize in working directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also skillfully engage with the customers to support warranty, Up-time solutions, Over-the-air programming, etc. Our service reps put the customer first by personally connecting with them and keeping them content throughout the entire service process. Additionally, all of our dealerships have dedicated service manager and technicians that work with our Uptime Center and corporate service team. *
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes will flow through our Mack dealer network through our official pricing and quotation tool unless the lead first comes to the Sourcewell contract Point of Contact (POC) listed for Mack. If the lead comes to us first, we coordinate with the customer, local dealer, and corporate territory sales rep to ensure they have direct follow-up with the customer to provide them a quote. When building the truck, there is a sales code we created that flags the deal as a Sourcewell deal that the dealer selects (see attached proposal with the Sourcewell sales code on it). We also require dealers to include the Sourcewell member number when submitting for a discount. This offers 2 layers of identifying the deal as Sourcewell. Our trained pricing team then processes the quote properly per our contract and returns the dealer a contractually compliant discount for them to create the final customer proposal from. We always offer to review the pricing with dealers to make sure they do not have any questions. The dealer then quotes the customer and we track it through the system until its delivered and we report it to Sourcewell. At any time in the process, we are available at Mack to answer dealer and customer questions directly. *
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a dedicated 24 hour / 365 day Mack One Call Uptime Center in Greensboro, NC, that is fully staffed 24/7 with professionally trained reps who are ready to assist with any type of issues that may arise. All operations are strategically placed in one facility where parts and reliability engineers collaborate seamlessly resulting in a rapid resolution for all customers. In addition to customer service, Mack Trucks also has an extensive network of outside towing and repair facilities ready to support all the customer needs. Dealers interface with the field service reps and Uptime Center in real time to ensure service events are resolved quickly. We geofence trucks that are at dealerships to make sure they are not sitting for extended periods of time and react accordingly by contacting our dealers to assist if we see a repair taking too long. In addition we now offer over the air programming, which often saves a customer a trip to a dealership altogether. This effective approach ensures that all customers have the support needed whenever and wherever they are. According to 2023 Brand Image and Customer Satisfaction survey conducted by IPSOS, Mack Trucks was number one in customer satisfaction. Please see file in additional document section for more information. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	In the United States, Mack Trucks proudly boasts a wide network of 329 rooftop locations (USA only) that also include truck sales, parts, and service to fulfill the needs of Sourcewell entities across the US. As Mack Trucks has already sold over \$35 Million to Sourcewell entities in the existing contract. Mack dealers desire another contract to sell high-quality trucks under the Sourcewell banner to meet the increasing demand of Sourcewell entities and make the purchasing process easier for them. Mack Trucks views another successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, Sourcewell, and Sourcewell Members. *
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In Canada, Mack Trucks has a total of 89 rooftop locations (CAN only) that also include truck sales, parts, and service to fulfill the needs of Sourcewell entities across Canada. As Mack Trucks has already sold to Sourcewell entities in the existing contract, Mack dealers desire another contract to sell high-quality trucks under the Sourcewell banner to meet the increasing demand of Sourcewell entities and make the purchasing process easier for them. Mack Trucks views another successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, Sourcewell, and Sourcewell Members. As awareness of Sourcewell/Canoe in Canada grows, we view it as a growth opportunity going forward. *
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our North American geographic coverage is excellent with 418 dealers in all areas, including Hawaii, Alaska, and Puerto Rico. There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program, which is very rare. We strongly encourage participation by all our dealers, in the unlikely event that one would decide not to participate, we would work with them directly to ensure they fully understand the contract and its benefits and would ultimately find the customer another dealer to work with if required. *
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcewell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcewell. *
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcewell customers. There are no restrictions or specific restrictions other than the expected additional expense of shipping to those areas. *

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mack Trucks marketing strategy to promote this contract will be to inform and educate the wide network of Mack Dealers ensuring a comprehensive understanding in recognizing and seizing Sourcewell bid opportunities. Mack Trucks will strategically place compelling ads across targeted platforms for the most exposure which will effectively communicate that the Sourcewell network is now a part of the Mack Trucks brand. For example, As Mack Trucks has an existing Sourcewell Contract, there is a dedicated page for Sourcewell on Mack Trucks website. For example, Mack Trucks has incorporated Sourcewell into the Mack Trucks website for effective exposure for new and existing Sourcewell Members. Mack Trucks website users on the Sourcewell page can learn about the existing contract and how to get in touch with a local dealer. Please see attachments in marketing materials. Additionally, Mack has a dedicated section of our dealer portal that dealers can reference that has all of our contract docs, user guides and FAQ pages listed. If we are awarded another contract, we will hold a nationwide dealer webinar to make sure the contract is marketed to our sales team.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Mack Trucks remains strongly focused on delivering high-quality digital experiences across all marketing channels, elevating the interaction with the audience. The primary objective at Mack Trucks Marketing is to create an immersive experience to drive awareness, spark interests, and cultivates consideration of the multitude of exceptional high -quality Mack Trucks products and services. Mack Trucks uses diverse range of tools such as social media, attracting videos, informative trade shows, and programmatic digital materials, and other technological ways of marketing its messages. Mack is highly active in all social media channels and has one of the largest followings with one of the strongest levels of customer engagement in the industry. Marketing always looks to support potential and existing customers actively shopping for Classes 6-8 products by providing them with timely updates, highlighting product and service enhancements, and unveiling new offerings of Mack Trucks. Marketing values engagement with potential and existing customers and Mack Trucks dealers based on an interested party's location for customer convenience by connecting with web forms, captivating landing pages, dynamic multi-channel marketing campaigns, informative offline prints, and trade shows that allow potential customers to self-identify and promote personalized and segmented customer profiles. Through these types of initiatives, Mack Trucks is able to gain valuable insights to understand a customer's need and applications. The compilation of comprehensive customer profiles allows Mack Trucks to deliver highly targeted and segmented content, which can further be enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Mack Trucks may provide customer information to independent authorized Mack Truck dealers as this will allow for a collaborative effort which will foster meaningful connections and provide tailored insights to potential customers about Mack products and services. Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs. We desire the relationship with Sourcewell to be collaborative where we can work together to grow business and keep customer satisfaction high and resolve any contract issues together as a unified front working with the customer. Our response to question 29 shows that we have fully integrated Sourcewell into our sales tools and quotation process, something we can say with confidence has been working well over the last few years of our current contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to highly customizable nature of a Mack chassis, and the essential role of a Mack dealer in explaining and guiding customers to options that will best suit their specific needs and equipment application, Mack Trucks currently does not offer an e- procurement ordering platform directly to the end customer. However, Mack Trucks offers online tools like the "Truck builder tool", accessible on the MackTrucks.com website where customers can build a truck based on their general specifications. After the customers builds a truck, the tool will send the general specifications to the Mack dealer that is close to them. Then the Mack dealer validates the specifications, provides a quote, and confirms and submits the order for the product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e- procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mack Trucks offers a diverse range of trainings that are tailored to meet the diverse and unique needs of Sourcewell participating entities. Mack Trucks provides online training as well as on-site training where skilled trainers will visit the locations of customers to provide specialized service technician training, municipal training, and driver training. For example, driver training focuses more on the functionality of the truck. Upon receiving a copy of the truck spec from the District manager, the skilled trainer preforms comprehensive classroom style training sessions covering various features of the truck such as the truck's dash, seat, shifter, transmission features, engine functionality, etc. All safety features and truck maintenances steps are also addressed. Depending on availability of time and class size, participants will also be able get hands on with the truck. If the participant is an existing Mack Brand customer, the trainer can use Mack Connected Vehicle Analytics to review past fuel efficiency to offer insights for creating improved and better fuel efficiency use and habits. Mack Trucks strives to be provide tailored and flexible training to support customers to make them satisfied. These custom trainings are handled at the corporate level and can be quoted as add-ons to the chassis price per the customer's specific needs.
41	Describe any technological advances that your proposed products or services offer.	Mack Trucks now offers fully electric trucks to support customers with, specifically in the refuse and medium duty applications, where many counties and municipalities have their own refuse fleets. In addition to electric models, Mack also offers natural gas options available on select trucks contributing to cleaner, near-zero emissions. As Mack Trucks aims to always be at the forefront of innovation, Mack leads in telematics, providing exceptional over the air programming for many of the electronic and software driven items in trucks today. These technological advancements aid in saving a substantial amount of time for customers, particularly Sourcewell members like not having to bring in trucks to the dealerships for software upgrades or programming changes. Mack Trucks can now perform over the air updates in approximately 20 minutes as long as they are within good cellular signal. Mack Trucks offers Mack Asist, a web-based service management system tool that provides fleet managers with help to manage costs, reduce downtime, and maximize the performance a Mack Truck. Mack dealers can also access the specific fleet requirements, including vehicle-specific data on recalls, warranty coverage, repair plans and pricing. Mack Trucks offers Mack Connect to Sourcewell customers as many of them are fleet customers. Mack Connect next-level technological bundle of solutions which include informative telematics that provides useful data on their trucks, remote diagnostics that allow for tracking truck performance and health status, predictive analytics to allow for detecting future maintenance which will result in decreased downtime, monitoring fuel efficiency, and great integration of fleet management systems which will allow for integration with existing systems.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Mack Trucks places a significant emphasis on green initiatives and environmental responsibility. Our Lehigh Valley Operations assembly facility, where all Class 8 Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD proudly are platinum certified by the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity. In addition to these green initiatives, Macks Roanoke Valley Operations Facility, where all Class 6 and 7 Mack Trucks are assembled is certified and participating in Appalachian Power Company's 100% Renewable Wind-Water-Sunlight (WWS) Service which means that all purchases from this facility are 100% renewable energy with zero CO2 emissions from Appalachian Power. Mack Trucks remains steadfast in its dedication to the circular economy, focusing on both developmental and remanufacturing fronts. Every Mack facility is either certified as landfill-free or undergoing the certification process. Furthermore, Mack is committed to enhancing its certified remanufactured parts brand, DEX, which stands as the nation's foremost provider of refurbished, recycled, and surplus heavy-duty and all-makes truck components across classes 6, 7, and 8. This strategic production approach positions Mack for sustained, environmentally responsible growth into the future. Mack Trucks continues to take many steps to improving the environmental performance of its products. Mack Trucks is committed to creating new technologies to reduce carbon dioxide and improve fuel efficiency. Mack's MP8HE engine incorporates Mack Energy Recovery Technology which captures waste energy from the engine's exhaust and then converts it into mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Trucks offer a Mack HE+ efficiency package that's includes the Mack MP8HE engine, Mack mDrive transmission, additional aero features, and an optional extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation. Mack HE+ efficiency package is available on Mack Anthem Models . Mack Trucks continues to lead in research and development of alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric, a fully electric iteration of the Mack LR refuse model features an integrated Mack electric powertrain. In 2022, the LR Electric was awarded \$10 million by the New York State Energy Research and Development Authority (NYSERDA) as part of a winning submission to provide renewable transportation solutions. In addition to the LR Electric, Mack Trucks has recently released the MD Electric, a fully electric iteration of the Mack Medium-duty model. Mack Trucks has recently invested \$14.5 Million in Macks Roanoke Valley Operations Facility to meet the increasing demand of the medium duty and electric medium duty models.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years. Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category. Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Although Volvo Group North America, LLC and Mack Trucks, Inc does not qualify for accreditations as a small or diverse business, we support small and diverse business initiatives as set forth by the SBA and DLA with both a robust supplier diversity program. Volvo Group sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in four councils, NMSDC, CVMSSDC, WBENC and NVBDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships. Volvo Group's current percentage of total expenditures spent with small and diverse businesses is approx. 16% For further details on Volvo Group's initiatives in this area please contact: Ashley Campbell, small business liaison officer at 336-259-1095 Volvo Group Purchasing, Responsible purchasing and supplier diversity manager
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique aspects of our proposed solution is how wide our product offering is. We have medium duty models in Classes 6/7, as well as a full portfolio of Class 8 vocational, highway, and refuse models. Our refuse models are available in both conventional and cabover designs and we have 2 cabover models. Our tractors come in daycabs and sleepers. And we now have 2 battery electric models with more planned. Overall, it is one of the widest product lineups for heavy trucks that would be offered by Sourcewell. Mack Trucks offers unparalleled support that is standard with no fee known as Mack OneCall. OneCall is a 24/7/365 roadside assistance that features 24-hour roadside support. Mack OneCall roadside assistance provides peace of mind with around-the-clock support, allowing OneCall operators to quickly identify problems and locate necessary parts from any of Mack Trucks' six electronically-linked parts distribution centers across North America. Mack Trucks can automatically ship the part that customers need for overnight delivery even outside of normal working hours, including Sundays and holidays with next-flight-out services. OneCall technicians are also prepared to answer any questions related to warranty at any time. When customers are out on the roads, they never alone because Mack OneCall agents are connected seamlessly to Mack Authorized dealers, parts and service locations, and wide network of over 5,000 qualified service facilities all throughout North America which will allow customers to feel confident that that have the support they need any time and any where. As Mack continues to show commitment to support, Mack's GuardDog connect is in addition to Mack's World Class support. Every Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If any issue arise on the truck, real-time information is sent to Mack UpTime Center for where the issue is swiftly diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process. Mack Trucks offers an exceptional suite of digital solutions called Mack Connect. Mack Connect provides truck owners and fleet managers with a wide range of technological tools such as, advanced telematics, connectivity features, and remote diagnostics to maximize vehicle performance, fuel efficiency, and improved fleet management. This will be beneficial to Sourcewell customers as many of them are fleet owners.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage, but repairs typically occur in our wide dealer network's facilities.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor. All of this is managed through our published warranties and handled via standard dealer repair practices.	*
52	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcewell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcewell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcewell member for a fee. Please see attachment for our service contracts offered in warranty attachments.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcewell Member payment terms will typically be the earlier of either net 30 days from date of Sourcewell Member customer invoice or receipt of Mack goods by Sourcewell Member. Final Payment terms may be negotiated between the Sourcewell Member and Mack Trucks dealer. Mack Trucks ensures quick and swift payment of total administrative fees to Sourcewell after reports are conducted every quarter. Payments are wired to Sourcewell two weeks after the quarter.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcewell lender.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include the main customer proposal document that our system generates when a truck is spec'ed out. We have included an example as an attachment. There is also a simple Sourcewell quote document we recommend the dealer uses so the customer can understand their discount structure related to our contract. This is also attached. Warranty and service contract documents are important for customers to have an are attached. Specific terms and conditions related to down payments, cancellations, etc are handled between the dealer and the customer. Please see attachments in standard transaction document.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-card payment process is not typically used for commercial truck procurement due to the transaction amounts. However, this would be mutually determined between the Sourcewell member and the Mack dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer's detailed requirements. Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period. Discounts are exclusive to Sourcewell members and discount percentages have been increased over our existing contract. In the case of the MD Electric model, Sourcewell is the only customer receiving any type of discount on this model. Mack Trucks reserves the right to make further concessions on a case-by-case basis. Additionally as part of our contract we impose profit limits on the chassis for our dealers, which further protects Sourcewell customers and ensures they are getting competitive pricing. Attachments: "Sourcewell Member Mack Pricing Matrix.pdf" "Sourcewell Mack Proposal Example.pdf" "Sourcewell Mack Model List.pdf" "Customer Quote Template Example.pdf"
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Mack Trucks offers a discount percentage range from 1.00% to 39.14% for Sourcewell Members depending on model. Discounts on battery electric models are lower because they include a mandatory service contract and warranty that comes with every truck that is not optional like on diesel models. In the case of the MD Electric, Sourcewell is the exclusive customer getting a discount, where all other retail quotes get 0% off the price. Mack Trucks reserves the right to make further concessions on a case-by-case basis.
59	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case-by-case basis.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need. Dealers are encouraged to use suppliers with Sourcewell contracts where possible. Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included. The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote. Surcharges may apply depending on market conditions. Mack Trucks will honor previous pricing until a new price/product form is submitted and approved, at which point a new matrix will be supplied to dealers and existing orders will be price protected but open quotes will need updated/quoted.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	An equalized freight charge of \$2,650 is included in every invoice and this covers the cost of freight from either Mack factory to the first destination on the contiguous US or Canada. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,400 to have CNG tanks installed. Any additional freight fees incurred above the \$2,650 equalized freight charge can be charged to the Sourcewell Member as a sourced good at Dealer Cost plus 5%.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends. Trucks are transported in a variety of ways, including being driven as singles, doubles, or deck-sets of 3 trucks piggybacked on a lead truck to ensure delivery in the most efficient way possible.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members. Discount percentages have been increased over our current contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell sales code that the dealer must add to qualify for applicable Sourcewell discount levels. Dealers are required to include the Sourcewell Member Number of the customer in their pricing request. Mack Pricing and Sales Administration will produce a list of qualifying chassis on a quarterly basis to determine Sourcewell's applicable administrative fees to be remitted. This list is run by 2 different teams and cross checked for accuracy, then reviewed and approved by a director before promptly sending the report and payment to Sourcewell. Over the last few years of our contract this has proven to be an effective process. To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program. This is handled via an "opt-in" process that dealers must sign before we give them Sourcewell pricing that covers the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Mack Trucks keeps an updated record of all Sourcewell units each quarter combined into a master file that is used for all sorts of analysis. Mack Trucks also has dedicated tools like Microsoft PowerBI for Sourcewell measure tracking with a wide variety of data visual representations where the field sales operation team can conduct any analysis of their choice to make further decisions. Mack Trucks can track internal Sourcewell metrics precisely with a few examples being charts to show Sourcewell units sold over time, Sales amount over time, and units by management groups and dealers which will allow internal and external stakeholders to make business decisions for the future as needed. Please see attached document in additional documents to see an example of a chart Mack Trucks uses to get a general and quick track of performance that shows a steady trend of growth over the life of our existing contract.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework. Mack Trucks is open to discussing a potential revised administrative fee with Sourcewell if desired.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mack Trucks is committed to providing a wide array of products and services to fulfill the diverse needs of Sourcewell entities. Mack Trucks will offer products in Class 8, Class 7, and Class 6. Mack Trucks has one of the strongest portfolios with electric, heavy-duty, and medium duty products in different segments to meet the demand of Sourcewell customers. For Class 8 are as followed: • Mack Anthem – Highway/Light vocational model is available in a day cab trim, 48" sleeper trim, and 70" sleeper trim to fulfill the needs of regional-haul and long-haul applications. The Anthem can be spec'd with different engines like MP7, MP8, MP8HE, and ISX12N Cummins with each engine offering unique performance. The Anthem can be spec'd with different transmissions like mDrive, mDrive HD, Allison 4000 series, and a manual option. The Anthem can also be spec'd with different axles, suspensions, and optional features. • Mack Granite – Refuse/Vocational model that is available in day cab truck or heavy duty tractor. The Granite can be spec'd with the MP7 and MP8 engine. The transmission is offered in both automatic and manual. The Granite can also be spec'd with different axles, suspensions, and optional features. • Mack LR – Refuse/Vocational cab-over model can be spec'd with different door and driving configurations to provide the user with ease. The LR is available in two engine options, MP7 and Cummins Westport L9N Natural gas. The LR can also be spec'd with different transmissions, different axles, suspensions, and optional features. • Mack LR Electric – Refuse/Vocational cab-over model that is the electric version of the Mack LR. The LR electric comes with 2 AC motors that produce a peak of 536 HP. The 2-speed Mack Powershift transmission produces a peak of 4,051 lb.ft. torque. The LR electric comes with two-stage regenerative braking. With great operating range, performance, and battery life, the LR Electric is a popular choice in the electric market. • Mack Pinnacle – Highway/Light-Medium vocational model is available in a day cab trim, 48" flat top sleeper trim, and 70" stand up sleeper trim to fulfill the needs of regional-haul and long-haul applications. The Pinnacle comes with Macks MP8 engine and can be configured to many transmission types. The Pinnacle can also be spec'd with different axles, suspensions, and optional features. • Mack TerraPro – Refuse/Vocational cab-over model available in three engine options, MP7, MP8, and Cummins Westport L9N Natural gas. The TerraPro can also be spec'd with different transmissions, different axles, suspensions, and optional features. For Class 7 are as followed: • Mack MD7 Series – Medium Duty/Vocational model packed with innovative features that comes standard. MD7 can be configured with different engines, transmissions, and features. As a Class 7 model it is FET exempt. • Mack MD7 Electric Series - Medium Duty/Vocational electric model packed with exceptional performance aimed to deliver impressive power while reducing emissions. For Class 6 are as followed: • Mack MD6 Series – Medium Duty/Vocational model packed with innovative features that comes standard. MD6 can be configured with different engines, transmissions, and features. As a Class 6 vehicle it does not require a CDL. • Mack MD6 Electric Series - Medium Duty/Vocational electric model packed with exceptional performance aimed to deliver impressive power while reducing emissions. All models come with optional extended warranties and service contracts that are optional for customers other than the mandatory service agreements that come with our battery electric models. All Mack Trucks come standard with GuardDog Connect which provides customers with seamless software assistance, by providing wireless over-the-air updates and contacting OneCall 24/7 roadside assistance and providing them with information including parts needed, service instructions and diagnostic information whenever any issues are detected. All customers, particularly Sourcewell customers can drive the roads, tackle the harsh terrains, and maneuver through the city confidently with peace of mind knowing that Mack Trucks is there 24/7 to support.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	33612 - Heavy Duty Truck Manufacturing 336120 - Heavy Duty Truck Manufacturing
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e- coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other safety features on the majority of our products offered. Disc brakes are also a safety feature that reduce stopping distances for heavy duty trucks that we offer.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop. Mack Trucks also offers Mack Connect to Sourcewell customers to aid in serviceability of trucks. Mack Connect provides remote diagnostics that allow for tracking truck performance and health status. Mack is an industry leader in integrated uptime services.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	N/A	*
75	Class 5 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	N/A	*
76	Class 6 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Mack MD6 Mack MD6 Electric	*
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Mack MD7 Mack MD7 Electric	*
78	Class 8 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Mack Anthem Mack Granite Mack Pinnacle Mack LR Mack LR Electric Mack TerraPro	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Both Chassis Types (ICE and BEV)	N/A	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No		*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No		*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No		*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☐ Yes ☒ No		*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☐ Yes ☒ No		*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No		

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Wednesday March 27, 2024 15:47:27
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 27, 2024 13:14:07
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday March 27, 2024 15:58:13
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Wednesday March 27, 2024 16:00:07
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Wednesday March 27, 2024 13:14:42
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday March 27, 2024 13:14:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Charles Wissinger, Director, Field Sales Operations, Mack Trucks, Inc.

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1



VANGUARD TRUCK CENTER OF PHOENIX
2402 S 19th Ave
Phoenix AZ 85009
Phone: (602) 258-4500

New Vehicle Purchase Agreement

07/23/2025

DE-17974-1

182336

Billy Valos

182336

TOWN OF CHINO VALLEY

202 N STATE ROUTE 89

CHINO VALLEY AZ 86323

P:(928) 499-5146 | F:

TOWN OF CHINO VALLEY

202 N STATE ROUTE 89

CHINO VALLEY, AZ 86323

Stock#: 1209942

New 2025 MACK MD642

Price: \$118,000.00

Total Price	\$118,000.00
City Tax	\$2,714.00
County Tax	\$826.00
State Tax	\$6,608.00
Total	\$128,148.00

Price includes- 5/7 Yard Dump-10' with Ph15 Hitch Assembly with Glad Hands and Electrical

032824-MAK- Sourcewell Contract

VANGUARD TRUCK CENTERS (the "COMPANY") SELLS THIS VEHICLE ON AN "AS IS WHERE IS" BASIS AND MAKES NO WARRANTIES AS TO SAID VEHICLE'S, EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OF THE VEHICLE ARE THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS ON THE REVERSE SIDE. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

DATE ACCEPTED: _____ BY: _____

Email-billy.valos@vanguardtrucks.com

Billy Valos

SALES REPRESENTATIVE

(PRINT NAME OF PURCHASER)

TOWN OF CHINO VALLEY

(BUSINESS NAME)

202 N STATE ROUTE 89

ADDRESS

CHINO VALLEY AZ 86323

CITY, STATE, ZIP

(TITLE)

(928) 499-5146

(PHONE)

SALES MANAGER

2025 MAC MD6 DUMP TRUCK

Mack Specifications:

6.7 Cummins Diesel Engine w/ 220Hp – 600 torque

Allison 2500 RDS 6-Speed Auto Transmission

33,000 GVW components factory de-rated to 26,000 GVW

Air Brakes

VGT Engine brake

Aluminum 50-gallon fuel tank, small DEF tank

A/C, P/S, AM/FM Bluetooth Radio, power windows and locks, side mirrors

Air Driver and Passenger non-suspension bucket seats

White in color

Valew Dump Truck Specifications:

Specifically designed for extreme use. All steel gauges have been increased for greater durability.

5/7 yard- 10'

One Piece Steel Floor

Hydraulic Telescopic Hoist

Hydraulic Pump

Hot Shift P.T.O.

Double Walled Sides

Manual Latching Tailgate

Cab Guard

Safety Locking Controls

Spreader Apron

Center Ditch Gate

Spring Loaded Tarp System

Ph15 Hitch Assembly with **air glad hands**, with 7-way Pin electrical outlet

Primer and Painted Black in color



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 9/23/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Empire Machinery to purchase a new 2025 Caterpillar Skid Steer Loader in the amount of \$122,425.57.

SUMMARY:

This skid steer loader is a combination machine with many uses. It is a fully functional skid steer usable in hundreds of applications in streets and Right of Way (ROW) maintenance. One key function of the unit will be as a platform to run the requested asphalt profiler/grinder also on your agenda for approval this evening. This combination of equipment will allow Streets personnel to mechanically remove uneven or damaged asphalt to prepare it for repairs, resulting in even and level road repairs.

The purchase will be made utilizing a cooperative purchasing agreement through City of Tucson / OMNIA Contract #212816-01.

PREVIOUS ACTION:

Council provided budget approval for this item.

STAFF RECOMMENDATION:

Approve the Cooperative Purchasing Agreement with Empire Machinery to purchase a new 2025 Caterpillar Skid Steer Loader in the amount of \$122,425.57.

FISCAL IMPACT?

Available budget: Highway Users Revenue Fund - Machinery and Equipment	\$150,000.00
Less this approval item: 2025 Caterpillar Skid Steer	-\$122,425.57
Remaining budget: Highway Users Revenue Fund - Machinery and Equipment	\$27,574.43

ATTACHMENTS:

1.	Cooperative Purchasing Agreement
2.	Exhibit A - Tucson Contract with Caterpillar
3.	Exhibit B - Quote for New Cat 255 Skid Steer Loader

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 23, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Empire Southwest, LLC, a Delaware limited liability company dba Empire Machinery (the “Vendor”). The Town and Vendor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. On October 3, 2022, after a competitive procurement process, the City of Tucson, in partnership with OMNIA Partners, entered Contract No. 212816-01, as amended by Contract Addendum Nos. 1 (August 25, 2023) and 2 (September 10, 2024), with Caterpillar, Inc. (the “Supplier”), to purchase heavy equipment, parts, accessories, supplies, and related services through the Supplier’s authorized dealers (the “Tucson Contract”), including a new 2025 Caterpillar 255 skid steer loader as more particularly set forth in Section 2 below (the “Vehicle”). A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. Pursuant to the terms of the Tucson Contract, the Vendor is an authorized dealer of the Supplier, with the authority and responsibility for fulfilling orders pursuant to the terms of the Tucson Contract.

C. The Town is permitted to purchase the Vehicle under the Tucson Contract, at its discretion and with the agreement of the Vendor.

D. The Town and the Vendor desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Tucson Contract and this Agreement, (ii) establish the terms and conditions by which the Vendor may provide the Town with the Vehicle, and (iii) set the maximum amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 22, 2026, unless terminated as otherwise provided in this Agreement or the Tucson Contract.

2. Scope of Work. The Vendor shall provide the Vehicle to the Town under the terms and conditions of the Tucson Contract and in the configuration set forth in the proposal attached hereto as Exhibit B and incorporated herein by reference (the “Quote”).

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. If the Vehicle fails to conform to the requirements of this Agreement or the Tucson Contract, it will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of the non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed \$122,425.57 for the Vehicle at the unit rate set forth in the Tucson Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Tucson Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, the Vendor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Vendor’s or its subcontractors’ failure to comply with

such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to Ariz. Rev. Stat. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement 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, this 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 this 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 this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Vendor 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 this Agreement pursuant to this Section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the Tucson Contract, the Quote, and any invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Tucson Contract, the Town shall be afforded all of the rights and privileges afforded to Tucson and shall be “Tucson” (as defined in the Tucson Contract) for the purposes of the portions of the Tucson Contract that are incorporated herein.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Tucson to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under

this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection:

If to the Town:	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Vendor:	Empire Southwest, LLC PO Box 2985 Phoenix, Arizona 85062-2985 Attn: _____

Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor 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 Vendor 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 Vendor 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.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

EMPIRE SOUTHWEST, LLC,
a Delaware limited liability company
dba Empire Machinery

Signature

Name

Title

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY

[Tucson Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY

[Quote]

See following pages.



Cat[®] 255

COMPACT TRACK LOADER

FEATURES:

The Cat[®] 255 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard torsion suspension undercarriage system provides superior traction, flotation, stability, and speed to work in a wide range of applications and underfoot conditions. The 255 features the following:

- **Redesigned Operator Station** delivers a larger operating environment, and combined with additional seat travel, the 255 provides more space for operators of any size. The optional **one-piece, sealed, and pressurized cab** offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- **Available ventilated and heated high-back air ride seat** with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- **High-performance power train** provides selectable settings for drive power priority and maximum travel speed (overdrive) to customize the machine performance to match the task.
- **Three levels of auxiliary hydraulic performance available** Standard Flow, High Flow, and High Flow XPS. **Standard flow** for attachments that require a base level of auxiliary flow and horsepower, **High Flow** boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the **High Flow XPS** hydraulic system provides maximum auxiliary hydraulic performance by delivering additional flow and additional pressure for the most demanding attachments and applications.
- **Electronically controlled Cat C2.8T engine** delivers maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.
- **Standard torsion suspension undercarriage and standard two-speed travel**, combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- **Maximize machine capability and control with the Advanced Joysticks and Advanced Touchscreen Monitor.** The **20.3 cm (8-inch) Advanced Touchscreen Monitor** offers cutting-edge functionality and control that includes an integrated radio, Bluetooth[®] connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The **Advanced Joysticks** provide unmatched control of machine functions and adjustments within the display without the operator having to remove his hands from the controls. This includes on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep on/off, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single-button control of complex attachment functions.
- **Ground-level access** to all daily service and routine maintenance points help reduce machine downtime for greater productivity.
- **Broad range of performance-matched Cat Attachments** make the Cat Compact Track Loaders the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat [®] C2.8T (turbo)	
Gross Power SAE J1995	55.7 kW	74.7 hp
Net Power SAE J1349	55.1 kW	74 hp
Net Power ISO 9249	54.5 kW	73 hp
Peak Torque at 1,600 rpm SAE J1995	301 Nm	222 lb-ft
Displacement	2.8 L	171 in ³
Stroke	90 mm	3.5 in
Bore	110 mm	4.3 in

- Advertised power is tested per the specified standard in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan at minimum speed, air intake system, exhaust system, and alternator.

Weights*

Operating Weight	4345 kg	9,578 lb
Tip Load	3238 kg	7,140 lb
Rated Operating Capacity (ROC) (35%)	1133 kg	2,499 lb
ROC (50%)	1619 kg	3,570 lb
Enclosed Cab Adds to Operating Weight	+82 kg	+180 lb
Tip Load	+49 kg	+108 lb
ROC (35%)	+17 kg	+38 lb

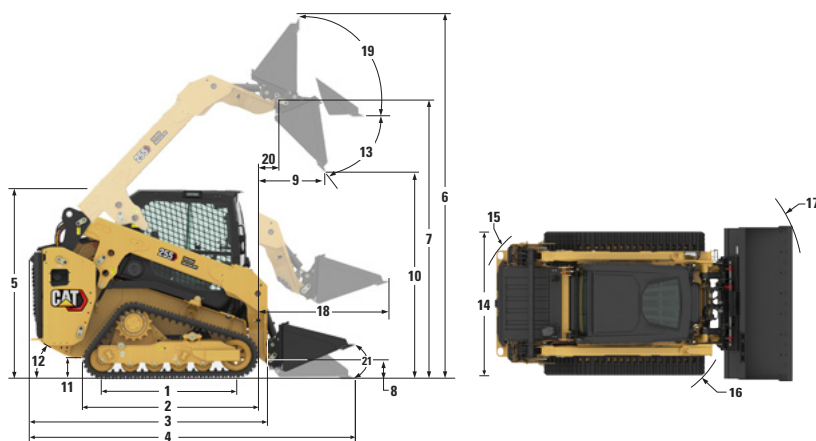
Weights* (continued)

Counterweight Adds to Operating Weight	+125 kg	+276 lb
Tip Load	+172 kg	+379 lb
ROC (35%)	+60 kg	+132 lb
Wide Track (400 mm/15.7 in) Adds to Operating Weight	+54 kg	+119 lb
Tip Load	+36 kg	+79 lb
ROC (35%)	+13 kg	+28 lb

*Operating Weight, Operating Specifications, and Dimensions are all based on 1730 mm (68") Low Profile Bucket with bolt-on cutting edge, 320 mm (12.6") narrow track, 75 kg (165 lb) operator, open canopy, mechanical suspension seat, HD battery with disconnect, standard flow hydraulics, manual coupler, and full fluids. No external counterweights, and no dual self-level/return-to-dig/work tool positioner.



255 Compact Track Loader



Dimensions*

1 Length of Track on Ground	1485 mm	58.5 in	12 Departure Angle	30.6°
2 Overall Length of Track	1948 mm	76.7 in	13 Maximum Dump Angle	46.3°
3 Length without Bucket	2800 mm	110.2 in	14 Vehicle Width (320 mm/12.6 in tracks)	1675 mm 65.9 in
4 Length with Bucket on Ground	3430 mm	135 in	Vehicle Width (400 mm/15.7 in tracks)	1760 mm 69.3 in
5 Height to Top of Cab	2115 mm	83.3 in	15 Turning Radius from Center – Machine Rear	1656 mm 65.2 in
6 Maximum Overall Height	3941 mm	155.2 in	16 Turning Radius from Center – Coupler	1377 mm 54.2 in
7 Bucket Pin Height at Maximum Lift	3150 mm	124.0 in	17 Turning Radius from Center – Bucket (racked)	2105 mm 82.9 in
8 Bucket Pin Height at Carry Position	195 mm	7.7 in	18 Maximum Reach with Arms Parallel to Ground	1162 mm 45.7 in
9 Reach at Maximum Lift and Dump	540 mm	21.3 in	19 Rack Back Angle at Maximum Height	85.2°
10 Clearance at Maximum Lift and Dump	2424 mm	95.4 in	20 Bucket Pin Reach at Maximum Lift	151 mm 5.9 in
11 Ground Clearance	212 mm	8.3 in	21 Bucket rollback angle (ground level)	27°

Power Train

Travel Speed (Forward or Reverse)		
One Speed	9.2 km/h	5.7 mph
Two Speed	14.7 km/h	9.1 mph

Hydraulic System

Hydraulic Flow – Standard:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	86 L/min	23 gal/min
Hydraulic Power (calculated)	34.6 kw	46.4 hp
Hydraulic Flow – High Flow:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	45.4 kW	60.9 hp
Hydraulic Flow – High Flow XPS:		
Loader Hydraulic Pressure	28 000 kPa	4,061 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	52.7 kW	70.7 hp

Sound Performance

Inside Cab*	80 dB(A)
Outside Cab**	103 dB(A)

*The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

**The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	1133 kg	2,499 lb
50% Tipping Load	1619 kg	3,570 lb
Rated Operating Capacity with Optional Counterweight (at 35%)		
Tipping Load	3238 kg	7,140 lb
Breakout Force, Tilt Cylinder	3060 kg	6,746 lb
Breakout Force, Lift Cylinder	2674 kg	5,895 lb
Ground Contact Area (320 mm/12.6 in track)	1.02 m ²	1,582 in ²
Ground Contact Area (400 mm/15.7 in track)	1.28 m ²	1,977 in ²
Ground Pressure (320 mm/12.6 in track)	41.8 kPa	6.1 psi
Ground Pressure (400 mm/15.7 in track)	34.0 kPa	4.9 psi

Cab

Rollover Protective Structure (ROPS)	ISO 3471:2008
Falling Object Protective Structure (FOPS)	ISO 3449:2005 Level I

Service Refill Capacities

Cooling System	11.5 L	3.0 gal
Engine Crankcase	8.2 L	2.2 gal
Fuel Tank	95 L	25.1 gal
Hydraulic System	36.8 L	9.7 gal
Hydraulic Tank	26 L	6.9 gal

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

Augers
 Backhoes
 Bale Grabs
 Bale Spears
 Blades, Grader, Box, Angle and Dozer
 Brooms, Angle, Pickup and Utility
 Brushcutters
 Buckets
 Cold Planers
 Compactors
 Fork Tines and Carriages
 Hammers
 Material Handling Arm
 Mulchers
 Nursery Forks
 Rakes, Grapple, Landscape
 and Power Box
 Shears
 Snow Blowers
 Snow Plows
 Snow Pushes
 Snow Wings
 Stump Grinders
 Tillers
 Trenchers
 Wheel Saws
 Smart Backhoe
 Smart Dozer Blade with Assist
 Smart Grader Blade with Assist



255 Compact Track Loader

MANDATORY EQUIPMENT

- Quick Coupler: Manual or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder
- Steel Imbed Rubber Track – 320 mm (12.6 in) bar tread, 400 mm (15.7 in) block tread, 400 mm (15.7 in) bar tread
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package HP1: *Standard Flow Hydraulics*
- Performance Package HP3: *High Flow XPS Hydraulics*

COMFORT PACKAGES

- Open canopy: *Cup Holder, Cell Phone Pocket, choice of vinyl Seat (Mechanical Suspension, High Back/Heated/Air Ride Seat)*
- Enclosed Cab with heat and air conditioning: *Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)*

TECHNOLOGY PACKAGES

- T2 – *Standard Display, Standard Joysticks, traditional Key Start switch, and Rear-view camera.*
- T4 – *Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.*
- T5 – *T4 + 2 additional side view cameras.*

RADIO

- Radio, *none* – *for open canopy machines and countries not certified for Bluetooth® technology*
- Integrated AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*
- Integrated DAB+/AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*

PRODUCT LINK™

- Product Link™ Basic series PL243
- Product Link Elite series PLE643

COOLING FAN

- On-demand, variable speed hydraulic cooling fan
- On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation

GUARDING AND SEALING PACKAGES

- HD0 – *base guarding and sealing (engine air inlet rain cap, front cab-to-frame sealing, and hydraulic fill access door)*
- HD1 – *intermediate guarding and sealing† (HD0 + cab-to-frame side sealing, lockable fuel fill access door, tilt cylinder guarding, and drive line bottom guarding.)*
- HD2 – *most comprehensive guarding and sealing† (HD1 + turbo guard, exhaust stack wrap, light guarding, quick disconnect guarding, fully enclosed drive line guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner.)*

†Some equipment varies by region.

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting
- Automatic Work light notification flash when parking brake is released

OPERATOR ENVIRONMENT

- Full color LCD monitor: *Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (× 32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/ Units/Brightness settings, and Smart Technology for use with Smart Attachments.*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)*
- Gauges: *Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer*
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle

HYDRAULICS

- Selectable control pattern – ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C2.8T turbocharged diesel engine, meeting Brazil MAR-1 emission standards, equivalent to EU Stage IIIA.
 - Glow plugs starting aid
 - Liquid cooled, direct injection
- Extended life antifreeze (–37° C, –34° F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S-O-SSM) Valve, Hydraulic Oil
- Ecology drain – coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil
- Cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- Torsion Suspension (4 independent torsion axles)
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
- Steel engine door with replaceable louvers
- Engine door – lockable
- Work tool attachment coupler
- Cat ToughGuardTM hose

255 Compact Track Loader

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom
- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating



For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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

AEHQ8457-00 (11-2023)
Build Number: 05A
(AME, S Am, ANZ,
APD excluding Japan)





July 29, 2025

TOWN OF CHINO VALLEY
1982 N VOSS DR DEPT 201
CHINO VALLEY, AZ 86323

On behalf of EMPIRE MACHINERY, we certainly appreciate the opportunity to provide this proposal on a new Caterpillar 255 Skid Steer Loader for the Town of Chino Valley. This proposal is provided as a cooperative purchase in accordance with City of Tucson / OMNIA Cooperative Contract **#212816** awarded to Caterpillar Inc.

2025 New Caterpillar 255 Skid Steer Loader

Standard Equipment

POWERTRAIN

Cat C2.8T turbocharged diesel engine

-Gross horsepower per ISO 14396

74.2 hp (55.3 kW)

-Glow plugs starting aid

-Liquid cooled, direct injection

Air cleaner, dual element, radial seal

S-O-S sampling valve, hydraulic oil

Ecology drain - coolant

Filter, hydraulic supply, cartridge type

Filter, hydraulic return, cartridge type

Filter, canister type, engine oil

Filter, canister type, fuel

and water separator

Radiator / hydraulic oil

cooler (side-by-side)

Spring applied, hydraulically released,

parking brakes

Hydrostatic transmission

Lockable fuel cap

Auto engine idle

-Hydraulic oil temperature

-Park brake engages

-Engine emission system

(where applicable)

Control interlock system, when operator
leaves seat or armrest raised:

-Hydraulic system disables

-Hydrostatic transmission disables

-Parking brake engages

ROPS cab, tilt up

FOPS, Level I

Color LCD monitor:

-Creep speed control

-Drive response adjustment

-Implement response adjustment

-Drive Power Priority adjustment

-Language selection (x32)

-Date, Time, Units, and brightness
settings

-Multi-operator Anti-theft Security

System & Monitoring

-Maintenance schedule and reminders

-Event and Diagnostic Code monitoring

-Smart Technology, enables use of
Smart Attachments

Gauges: fuel level, hour meter,
hydraulic temperature, battery
voltage, tachometer.

Rear View Camera

UNDERCARRIAGE

Torsion Suspension (4 independent
torsion axles)

Two speed travel

Integrated tie downs on track
frame (4)

HYDRAULICS

Selectable control pattern - ISO or H
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control
Speed sensor guarding
Heavy duty flat faced quick disconnects
with integrated pressure release lever

ELECTRICAL

Work Tool Electrical Harness
Heavy duty battery
-includes battery disconnect with
lockout feature
12 volt electrical system
85 ampere alternator
LED work lights
Auto reverse lights
Switch backlighting
Interior LED dome light
Backup alarm
Electrical outlet, beacon
Courtesy lighting, exterior

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic supply filter restriction

Configured as Follows

Ref #	Description	Price
5860258	255	\$88,010
2795373	BUCKET-GP, 74", BOCE)	\$1,979
5792311	WORKLIGHTS,LED,FRONT/REAR/SIDE	\$0
5792312	REAR LIGHTS	\$0
5859588	SEAT,AIR SUSPENSION,HEAT/VENT	\$0
5859666	FAN, COOLING, DEMAND	\$0
5859676	COUNTERWEIGHT,MACHINE,EXTERNAL	\$1,365

Cell Phone Storage Pocket
Cup Holder
Ergonomic contoured armrest
Top and rear windows
Floormat
Headliner
Interior rear view mirror
Horn
Hand (dial) throttle, electronic
12 volt power port
Rear window breaker hammer

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (9)
Removable panels for machine
frame cleanout
Support, lift arm
Steel rear and front bumpers, welded
Fuel fill, machine right hand side

OTHER STANDARD EQUIPMENT

Steel engine door with replaceable
louvers
Engine door - lockable
Extended life antifreeze (-37C, -34F)
Work tool attachment coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat Tough Guard TM hose
Hydraulic demand cooling fan

5859684	HYDRAULICS, PERFORMANCE, (HP3) High Flow	\$0
5860028	RIDE CONTROL	\$975
5860092	GUARDING / SEALING PKG, (HD1)	\$675
5860291	QUICK COUPLER, HYD, SELF LEVEL	\$0
5901211	FUEL, ELECTRIC PRIMING	\$630
5937243	DOOR, CAB, GLASS	\$145
5941466	TRACK,RUBBER,400MM(15.7 IN)BAR	\$955
6016604	PACKAGE, TECHNOLOGY (T5)	\$0
6131925	SEAT BELT, 3"	\$189
6405405	HOSE GUIDE, ATTACHMENT	\$0
6423004	IDLER WHEELS, TRIPLE FLANGE	\$1,360
6518586	INTEGRATED RADIO	\$680
6522074	COLD STARTING PACKAGE (120V)	\$300
6615338	CAB PACKAGE, ULTRA	\$15,650
5295791	COLD PLANER, PC306, 42GAL TANK	\$28,236

Pricing Summary

Caterpillar List Price:	\$141,149.00
City of Tucson / OMNIA Cooperative Contract #212816 Discount (21%):	(\$29,641.29)
Less Additional Empire Southwest Governmental Discount:	(\$6,111.71)
Sub Total:	\$105,396.00
Sales Tax (8.35%):	\$8,800.57
Sub Total Including Tax:	\$114,196.57
<u>Additional Non-Taxable Items :</u>	
New Machine Prep for Delivery :	\$1,819.00
Delivery Freight :	\$1,200.00
Extended Warranty see details below :	\$5,210.00
Total Sales Price, taxable configuration, and non-taxable items:	<u>\$122,425.57</u>

Warranty: Seven Year/4000 Hour Governmental Premier Total Machine Warranty – EMPIRE will provide total machine warranty coverage, 100% parts and labor, 84 months or 4000 hours, whichever occurs first.

If you have any questions regarding this information, please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Dan Allen
Sales Account Manager
Dan.Allen@empire-cat.com
928.713.2915 cell



Cat[®] 255

COMPACT TRACK LOADER

FEATURES:

The Cat[®] 255 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard torsion suspension undercarriage system provides superior traction, flotation, stability, and speed to work in a wide range of applications and underfoot conditions. The 255 features the following:

- **Redesigned Operator Station** delivers a larger operating environment, and combined with additional seat travel, the 255 provides more space for operators of any size. The optional **one-piece, sealed, and pressurized cab** offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- **Available ventilated and heated high-back air ride seat** with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- **High-performance power train** provides selectable settings for drive power priority and maximum travel speed (overdrive) to customize the machine performance to match the task.
- **Three levels of auxiliary hydraulic performance available** Standard Flow, High Flow, and High Flow XPS. **Standard flow** for attachments that require a base level of auxiliary flow and horsepower, **High Flow** boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the **High Flow XPS** hydraulic system provides maximum auxiliary hydraulic performance by delivering additional flow and additional pressure for the most demanding attachments and applications.
- **Electronically controlled Cat C2.8T engine** delivers maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.
- **Standard torsion suspension undercarriage and standard two-speed travel**, combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- **Maximize machine capability and control with the Advanced Joysticks and Advanced Touchscreen Monitor.** The **20.3 cm (8-inch) Advanced Touchscreen Monitor** offers cutting-edge functionality and control that includes an integrated radio, Bluetooth[®] connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The **Advanced Joysticks** provide unmatched control of machine functions and adjustments within the display without the operator having to remove his hands from the controls. This includes on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep on/off, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single-button control of complex attachment functions.
- **Ground-level access** to all daily service and routine maintenance points help reduce machine downtime for greater productivity.
- **Broad range of performance-matched Cat Attachments** make the Cat Compact Track Loaders the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat [®] C2.8T (turbo)	
Gross Power SAE J1995	55.7 kW	74.7 hp
Net Power SAE J1349	55.1 kW	74 hp
Net Power ISO 9249	54.5 kW	73 hp
Peak Torque at 1,600 rpm SAE J1995	301 Nm	222 lb-ft
Displacement	2.8 L	171 in ³
Stroke	90 mm	3.5 in
Bore	110 mm	4.3 in

- Advertised power is tested per the specified standard in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan at minimum speed, air intake system, exhaust system, and alternator.

Weights*

Operating Weight	4345 kg	9,578 lb
Tip Load	3238 kg	7,140 lb
Rated Operating Capacity (ROC) (35%)	1133 kg	2,499 lb
ROC (50%)	1619 kg	3,570 lb
Enclosed Cab Adds to Operating Weight	+82 kg	+180 lb
Tip Load	+49 kg	+108 lb
ROC (35%)	+17 kg	+38 lb

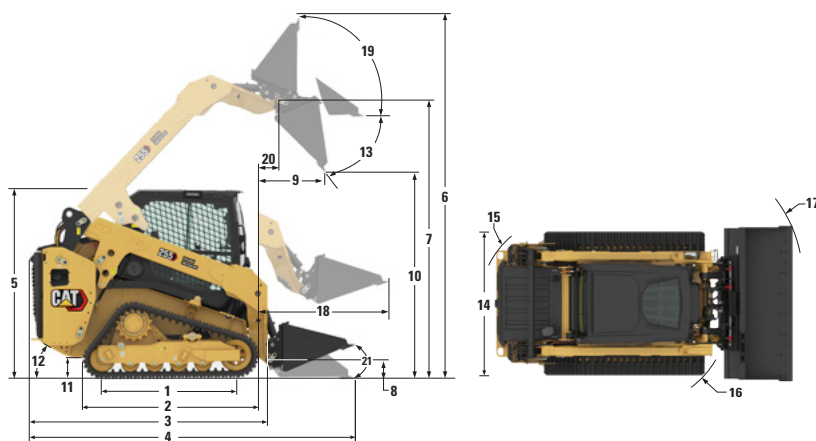
Weights* (continued)

Counterweight Adds to Operating Weight	+125 kg	+276 lb
Tip Load	+172 kg	+379 lb
ROC (35%)	+60 kg	+132 lb
Wide Track (400 mm/15.7 in) Adds to Operating Weight	+54 kg	+119 lb
Tip Load	+36 kg	+79 lb
ROC (35%)	+13 kg	+28 lb

*Operating Weight, Operating Specifications, and Dimensions are all based on 1730 mm (68") Low Profile Bucket with bolt-on cutting edge, 320 mm (12.6") narrow track, 75 kg (165 lb) operator, open canopy, mechanical suspension seat, HD battery with disconnect, standard flow hydraulics, manual coupler, and full fluids. No external counterweights, and no dual self-level/return-to-dig/work tool positioner.



255 Compact Track Loader



Dimensions*

1 Length of Track on Ground	1485 mm	58.5 in	12 Departure Angle	30.6°
2 Overall Length of Track	1948 mm	76.7 in	13 Maximum Dump Angle	46.3°
3 Length without Bucket	2800 mm	110.2 in	14 Vehicle Width (320 mm/12.6 in tracks)	1675 mm 65.9 in
4 Length with Bucket on Ground	3430 mm	135 in	Vehicle Width (400 mm/15.7 in tracks)	1760 mm 69.3 in
5 Height to Top of Cab	2115 mm	83.3 in	15 Turning Radius from Center – Machine Rear	1656 mm 65.2 in
6 Maximum Overall Height	3941 mm	155.2 in	16 Turning Radius from Center – Coupler	1377 mm 54.2 in
7 Bucket Pin Height at Maximum Lift	3150 mm	124.0 in	17 Turning Radius from Center – Bucket (racked)	2105 mm 82.9 in
8 Bucket Pin Height at Carry Position	195 mm	7.7 in	18 Maximum Reach with Arms Parallel to Ground	1162 mm 45.7 in
9 Reach at Maximum Lift and Dump	540 mm	21.3 in	19 Rack Back Angle at Maximum Height	85.2°
10 Clearance at Maximum Lift and Dump	2424 mm	95.4 in	20 Bucket Pin Reach at Maximum Lift	151 mm 5.9 in
11 Ground Clearance	212 mm	8.3 in	21 Bucket rollback angle (ground level)	27°

Power Train

Travel Speed (Forward or Reverse)		
One Speed	9.2 km/h	5.7 mph
Two Speed	14.7 km/h	9.1 mph

Hydraulic System

Hydraulic Flow – Standard:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	86 L/min	23 gal/min
Hydraulic Power (calculated)	34.6 kw	46.4 hp
Hydraulic Flow – High Flow:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	45.4 kW	60.9 hp
Hydraulic Flow – High Flow XPS:		
Loader Hydraulic Pressure	28 000 kPa	4,061 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	52.7 kW	70.7 hp

Sound Performance

Inside Cab*	80 dB(A)
Outside Cab**	103 dB(A)

*The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

**The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	1133 kg	2,499 lb
50% Tipping Load	1619 kg	3,570 lb
Rated Operating Capacity with Optional Counterweight (at 35%)		
Tipping Load	3238 kg	7,140 lb
Breakout Force, Tilt Cylinder	3060 kg	6,746 lb
Breakout Force, Lift Cylinder	2674 kg	5,895 lb
Ground Contact Area (320 mm/12.6 in track)	1.02 m ²	1,582 in ²
Ground Contact Area (400 mm/15.7 in track)	1.28 m ²	1,977 in ²
Ground Pressure (320 mm/12.6 in track)	41.8 kPa	6.1 psi
Ground Pressure (400 mm/15.7 in track)	34.0 kPa	4.9 psi

Cab

Rollover Protective Structure (ROPS)	ISO 3471:2008
Falling Object Protective Structure (FOPS)	ISO 3449:2005 Level I

Service Refill Capacities

Cooling System	11.5 L	3.0 gal
Engine Crankcase	8.2 L	2.2 gal
Fuel Tank	95 L	25.1 gal
Hydraulic System	36.8 L	9.7 gal
Hydraulic Tank	26 L	6.9 gal

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

Augers
 Backhoes
 Bale Grabs
 Bale Spears
 Blades, Grader, Box, Angle and Dozer
 Brooms, Angle, Pickup and Utility
 Brushcutters
 Buckets
 Cold Planers
 Compactors
 Fork Tines and Carriages
 Hammers
 Material Handling Arm
 Mulchers
 Nursery Forks
 Rakes, Grapple, Landscape
 and Power Box
 Shears
 Snow Blowers
 Snow Plows
 Snow Pushes
 Snow Wings
 Stump Grinders
 Tillers
 Trenchers
 Wheel Saws
 Smart Backhoe
 Smart Dozer Blade with Assist
 Smart Grader Blade with Assist



255 Compact Track Loader

MANDATORY EQUIPMENT

- Quick Coupler: Manual or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder
- Steel Imbed Rubber Track – 320 mm (12.6 in) bar tread, 400 mm (15.7 in) block tread, 400 mm (15.7 in) bar tread
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package HP1: *Standard Flow Hydraulics*
- Performance Package HP3: *High Flow XPS Hydraulics*

COMFORT PACKAGES

- Open canopy: *Cup Holder, Cell Phone Pocket, choice of vinyl Seat (Mechanical Suspension, High Back/Heated/Air Ride Seat)*
- Enclosed Cab with heat and air conditioning: *Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)*

TECHNOLOGY PACKAGES

- T2 – *Standard Display, Standard Joysticks, traditional Key Start switch, and Rear-view camera.*
- T4 – *Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.*
- T5 – *T4 + 2 additional side view cameras.*

RADIO

- Radio, *none* – *for open canopy machines and countries not certified for Bluetooth® technology*
- Integrated AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*
- Integrated DAB+/AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*

PRODUCT LINK™

- Product Link™ Basic series PL243
- Product Link Elite series PLE643

COOLING FAN

- On-demand, variable speed hydraulic cooling fan
- On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation

GUARDING AND SEALING PACKAGES

- HD0 – *base guarding and sealing (engine air inlet rain cap, front cab-to-frame sealing, and hydraulic fill access door)*
- HD1 – *intermediate guarding and sealing† (HD0 + cab-to-frame side sealing, lockable fuel fill access door, tilt cylinder guarding, and drive line bottom guarding.)*
- HD2 – *most comprehensive guarding and sealing† (HD1 + turbo guard, exhaust stack wrap, light guarding, quick disconnect guarding, fully enclosed drive line guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner.)*

†Some equipment varies by region.

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting
- Automatic Work light notification flash when parking brake is released

OPERATOR ENVIRONMENT

- Full color LCD monitor: *Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (× 32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/ Units/Brightness settings, and Smart Technology for use with Smart Attachments.*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)*
- Gauges: *Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer*
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle

HYDRAULICS

- Selectable control pattern – ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C2.8T turbocharged diesel engine, meeting Brazil MAR-1 emission standards, equivalent to EU Stage IIIA.
 - Glow plugs starting aid
 - Liquid cooled, direct injection
- Extended life antifreeze (–37° C, –34° F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S-O-SSM) Valve, Hydraulic Oil
- Ecology drain – coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil
- Cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- Torsion Suspension (4 independent torsion axles)
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
- Steel engine door with replaceable louvers
- Engine door – lockable
- Work tool attachment coupler
- Cat ToughGuardTM hose

255 Compact Track Loader

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom
- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating



For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8457-00 (11-2023)
Build Number: 05A
(AME, S Am, ANZ,
APD excluding Japan)





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 9/23/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Crafcro Inc. to purchase a new KM T2 Asphalt Recycler in the amount of \$103,225.13.

SUMMARY:

The Streets Division of the Public Works Department understands that repair and maintenance of roads is a top priority of the citizens of Chino Valley and our Town Council. The proposed asphalt recycler/reclaimer will be a critical tool in accomplishing that goal. With this equipment, hot mix rather than cold mix will be achievable year-round. Old millings, chips, grindings and other materials can be made into new hot patch material in this machine with proper emulsions. Patching of streets will be far less seasonal. This machine will also allow for a higher quality repair versus a simple cold patch. This method will allow for reduced incidences of cold mix blowout common when using cold mix.

Fleet Services sought three quotes, but only two vendors responded with possible units. The least expensive unit was from AWI/Stepp Mfg for \$81,910.68. This unit only has a 500 pound capacity and an auger/pug mill drive. Staff research shows that a higher capacity and a tumbler-style drive would be more suitable for this application. The more expensive KM unit sold by Crafcro has a 1,800 pound capacity and uses a tumbler-style drive. The KM unit costs \$103,229.13. The 15% cost increase almost triples the capacity and allows for more reliability and an easier to maintain drive style.

The purchase will be made utilizing a cooperative purchasing agreement through Sourcewell Master Agreement #050625.

PREVIOUS ACTION:

Council provided budget approval for this item.

STAFF RECOMMENDATION:

Approve the Cooperative Purchasing Agreement with Crafcro Inc. to purchase a new KM T2 Asphalt Recycler in the amount of \$103,225.13.

FISCAL IMPACT?

Available budget: Highway Users Revenue Fund - Machinery and Equipment	\$110,000.00
Less this approval item: KM T2 Asphalt Recycler	-\$103,225.13
Remaining budget: Highway Users Revenue Fund - Machinery and Equipment	\$6,774.87

ATTACHMENTS:

1.	CPA - Crafc0 - KM T2 Asphalt Recycler
2.	Exhibit A - Sourcewell Contract
3.	Exhibit B - Quote - KM T2 Asphalt Recycler
4.	Vendor Selection Form RECYCLER
5.	Stepp Asphalt Recycler - AWI

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CRAFCO, INC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 23, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Crafc, Inc., an Arizona corporation (the “Vendor”). The Town and Vendor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. On July 1, 2025, after a competitive procurement process, Sourcewell—a State of Minnesota local government unit and service cooperative—entered into Contract No. 050625 with Vendor to purchase roadway maintenance equipment (the “Sourcewell Contract”), including a KM T2 asphalt recycler as more particularly set forth in Section 2 below (the “Vehicle”). A copy of the Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase the Vehicle under the Sourcewell Contract, at its discretion and with the agreement of the Vendor.

C. The Town and the Vendor desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Sourcewell Contract and this Agreement, (ii) establish the terms and conditions by which the Vendor may provide the Town with the Vehicle, and (iii) set the maximum amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 22, 2026, unless terminated as otherwise provided in this Agreement or the Sourcewell Contract.

2. Scope of Work. The Vendor shall provide the Vehicle to the Town under the terms and conditions of the Sourcewell Contract and in the configuration set forth in Quote No. BBBQ74963 (the “Quote”), attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. If the Vehicle fails to conform to the requirements of this Agreement or the

Sourcewell Contract, it will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of the non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed \$104,000 for the Vehicle at the unit rate set forth in the Sourcewell Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Sourcewell Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Sourcewell Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to Ariz. Rev. Stat. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement 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, this 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 this 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 this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Vendor 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 this Agreement pursuant to this Section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the Sourcewell Contract, the Quote, and any invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Sourcewell Contract, the Town shall be afforded all of the rights and privileges afforded to Sourcewell and shall be "Sourcewell" (as defined in the Sourcewell Contract) for the purposes of the portions of the Sourcewell Contract that are incorporated herein.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Sourcewell to the extent provided under the Sourcewell Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address,

and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection:

If to the Town: Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: Gust Rosenfeld P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Vendor: Crafco, Inc.
 6165 West Detroit Street
 Chandler, Arizona 85226
 Attn: _____

Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor 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 Vendor 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 Vendor 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.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

CRAFCO, INC,
an Arizona corporation

Signature

Name

Title

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CRAFCO, INC

[Sourcewell Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CRAFCO, INC

[Quote No. BBBQ74963]

See following pages.



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Crafcro, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafcro, Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

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

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

Article 1:
General Terms

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

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

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

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

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

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

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

c) Use; Quality Control.

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

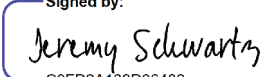
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Crafco, Inc.

Signed by:



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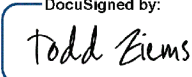
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/1/2025 | 4:12 PM CDT

DocuSigned by:



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By: _____

Todd Ziems

Title: Vice President Sales and Marketing

Date: 7/1/2025 | 1:43 PM PDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Crafc0 Inc.

Does your company conduct
business under any other name? If
yes, please state: AZ

Address: 6165 W Detroit St
Chandler, AZ 85226

Contact: Bryan Darling

Email: bryan.darling@crafc0.com

Phone: 602-276-0406 8041

Fax: 480-961-0513

HST#: 860324978

Submission Details

Created On: Tuesday March 18, 2025 09:25:31

Submitted On: Friday May 02, 2025 10:20:42

Submitted By: Angie Hoaglin

Email: angie.hoaglin@crafc0.com

Transaction #: 2e793fff-c556-48e6-b847-9b29c7aefbf5

Submitter's IP Address: 147.243.168.143

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Crafco, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Crafco is an authorized distributor for the KM International and Graco products we are offering in this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	58271 / FL45P7XCYDH2	*
5	Provide your NAICS code applicable to Solutions proposed.	324121	*
6	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226	*
7	Proposer website address (or addresses):	www.crafco.com / www.poreshield.com / www.kminternational.com / www.graco.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Todd Ziems, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, todd.ziems@crafco.com, 602-276-0406	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Project Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales and Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1976, Crafcro, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. Crafcro is the only manufacturer in the pavement preservation industry that manufactures both equipment and materials to provide a total pavement preservation solution. This gives Crafcro a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies with the best possible equipment and materials for their needs. VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations. MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries. VALUES: Empowered Service: Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers. Selfless Leadership: We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do. Purposeful Growth: Employee growth and company growth go hand in hand. We build our legacy together to ensure future success. Respectful Relationships: Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.	*
12	What are your company's expectations in the event of an award?	In the event of an award, Crafcro expects 85-95 units with 2,000,000 – 2,500,000 pounds of sealant each year. Per our current contract we have sold 216 units, 8,734,810 pounds of sealant, 74 KM units, 21 Graco units with a total of \$28,292,417.28 Crafcro is looking to grow 25%	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Crafcro is a subsidiary of Ergon, Inc., which is a privately held corporation. We do not provide any tax information or personal identifiable information. Please see attached confidential financial strength report.	*
14	What is your US market share for the Solutions that you are proposing?	Crafcro's US market share is 70%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Crafcro's Canadian market share is 25-35%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Crafcro, Inc. does not have any bankruptcy proceedings.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Crafco as a manufacturer covers 50 states with 16 independent Distributors and 18 Crafco-owned Service Centers. Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers along with 5 Product Managers – all Crafco employees. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. Additionally, Crafco owns Supply Centers strategically located throughout the US to provide service and support for all products we are offering. Crafco works with all our Distributors to provide warranty and general service and repair facilities across the US and Canada. Crafco is also an authorized distributor for the KM and Graco products we are offering in this proposal.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Crafco holds numerous business licenses and resell licenses for all State and local Agencies across the United States and Canada where we manufacture and distribute directly to customers. Crafco also requires our distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Crafco does not have any past debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	July 2020- Signet Research Inc – AdStudy Award with Roads & Bridges Oct. 2020- Roads & Bridges contractors as the 2020 Gold award winner in the Crack Seal Melters/Applicators category. Dec. 2020- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered. Dec. 2021- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered. Jan. 2022- Roads & Bridges Contractor's Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category Dec. 2022- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered. Dec. 2022- Stellar Vendor Award through the Maintenance Superintendents Association (MSA) for CrafcO & Rob Manriquez – Regional Sales Manager for the Pacific Region – 4th CrafcO Stellar award winner for the MSA. Dec. 2023- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered. Jan. 2023- Roads & Bridges Contractor's Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category May 2023- Top 30 Editor's Choice Products Award Winner Asphalt Contractor – Patcher 4 April 2024- Wichita Supply Center & Austin Stading (Territory Manager) have been honored with the prestigious Graco Distributor Distinction Award May 2024- Top 30 Editor's Choice Products Award Winner Asphalt – EZ Patcher May 2024- Top 25 Products Award Winner Pavement Maintenance & Reconstruction – EZ Patcher Nov. 2024- Roads & Bridges Contractor's Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category Dec. 2024- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.	*
21	What percentage of your sales are to the governmental sector in the past three years?	CrafcO sells to 55-60% of the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	CrafcO sells to less than 1% of the educational sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell: \$18,626,679.47 total BuyBoard: \$966,192.84 total Omnia: \$0.00 While we are a part of Omnia, the \$0.00 reflects that we try to utilize and push our Sourcewell contract for all government sales 1st.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CrafcO does not hold a GSA contract or a SOSA.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New Jersey DOT	Thien-Y Melanie Vo	609-817-9486	*
City of Tucson, AZ	Chris Espino	480-350-8344	*
Fresno County, CA	James Samuel	559-600-7528	*

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

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

Line Item	Question	Response *	
26	Sales force.	Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. We have 5 Product Managers dedicated to providing expert knowledge and more intensive training for customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	16 US Distributors 4 Canadian Distributors. 6 Distributors with multi state coverage and 10 single state coverage. Crafco has started a customer journey mapping experience which has provided better understanding of how we can service our customers better. Crafco is also finding areas that were not being serviced at the highest level and are working to add Crafco service centers in these areas to better serve the customers and Agencies in these areas.	*
28	Service force.	CRAFCO SUPPLY CENTERS Akron, OH: 7 Direct Employees - 1 Customer Service Representative / 2 Territory Managers / 1 VP of Business Development / 3 Area Service Technicians Anderson, CA: 4 Direct Employees - 1 Warehouse Technician / 1 Supply Center Assistant / 1 Customer Service Representative / 1 Supply Center Supervisor Bridgeton, MO: 3 Direct Employees - 1 Service Program Manager / 1 Service Technician / 1 Supply Center Supervisor Edmond, OK: 8 Direct Employees - 3 Supply Center Assistants / 1 Batch Plant Operator / 1 Customer Service Representative / 1 Plant Manager / 1 Regional Supply Center Manager / 1 Service Technician Evansville, IN: 6 Direct Employees - 1 Service Technician / 2 Supply Center Assistants / 1 Batch Plant Operator / 1 Supply Center Supervisor / 1 Plant Operator Farmers Branch, TX: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant Fontana, CA: 4 Direct Employees - 2 Customer Service Representatives / 1 Plant Manager-Regional Supply Center Manager / 1 Administrative Supervisor Lee's Summit, MO: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant Millbury, MA: 5 Direct Employees - 3 Supply Center Assistants / 1 Service Technician / 1 Supply Center Supervisor Nashville, TN: 6 Direct Employees - 2 Service Technicians / 1 Customer Service Representative / 1 Supply Center Assistant / 1 Capital Project Manager / 1 Supply Center Supervisor Nassau, NY: 13 Direct Employees - 3 Managers Track Division / 2 Estimators / 2 Managers Applied Operations / 1 General Manager / 2 Administrative Assistant / 1 Plant Manager / 1 Maintenance & Yard Coordinator / 1 Office Manager Newtown, CT: 2 Direct Employees - 1 Supply Center Assistant / 1 Regional Supply Center Manager Portland, ME: 2 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant Portland, OR: 3 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant / 1 Service Technician Sacramento, CA: 2 Direct Employees - 1 Service Center Supervisor / 1 Service Technician San Antonio, TX: 4 Direct Employees - 1 Supply Center Assistant / 1 Service Technician / 1 Lead Mechanic / 1 Supply Center Supervisor Tulsa, OK: 1 Direct Employee - 1 Supply Center Supervisor Waite Park, MN: 2 Direct Employees Wichita, KS: 4 Direct Employees - 1 Service Technician / 2 Supply Center	*

		Assistants / 1 Supply Center Supervisor MANUFACTURING Allentown, PA: 9 Direct Employees - 1 Administrative Assistant / 1 Production Supervisor / 1 Administrative Supervisor / 2 Customer Service Representatives / 1 QC Technician / 1 Plant Manager / 1 Shipping/Receiving Supervisor / 1 Maintenance Supervisor Cheyenne, WY: 6 Direct Employees - 1 Shipping Administrator / 1 Administrative Assistant / 1 Shipping Supervisor / 1 Lab Technician / 1 Plant Manager / 1 Production Supervisor Dekalb, IL: 13 Direct Employees - 1 Lab Supervisor / 1 Concrete Product Manager / 1 Materials Formulation Chemist / 1 Procurement Specialist / 1 Administrative Assistant / 1 Product Supervisor / 1 Maintenance Supervisor / 1 Shipping-Warehouse Supervisor / 1 Production Supervisor / 1 Plant Manager / 1 General Manager of Supply Centers / 1 Customer Service Representative / 1 Administrative Supervisor Chandler, AZ Equipment: - 25 Direct Employees 2 Buyer-Planners / 1 Maintenance Supervisor / 1 Cycle Count>Returns Coordinator / 4 Design Engineers / 1 Administrative Assistant / 1 Senior Service Technician / 1 Production Supervisor / 1 Equipment Receiving Manager / 1 Manufacturing Process Engineer / 1 Equipment Supply Chain Manager / 2 Plant Managers / 1 Operational Excellence Manager / 1 Engineering Technician / 1 Electrical Engineer / 1 Equipment Tech Support Specialist / 1 Production Scheduler / 1 Parts Shipping Manager / 1 Stockroom-Shipping-Receiving Manager / 1 Manufacturing Manager / 1 Equipment Shipper Chandler, AZ Sealant: 13 Direct Employees - 2 Administrative Assistants / 1 Shipping-Receiving Supervisor / 1 Lab Supervisor / 1 Materials Quality Assurance Manager / 1 Plant Manager / 1 Pavement Materials Engineer / 1 Sealant Product Engineer / 1 Specialty Product Engineer / 1 Research Engineer / 1 Roofing Products Engineer / 1 Product Development Engineer / 1 Quality Systems Manager Halls, TN: 13 Direct Employees -1 Production Supervisor / 1 Administrative Supervisor / 1 Maintenance Supervisor / 1 Roofing Customer Service Representative / 1 Shipping Supervisor / 1 Plant Manager / 1 Shipper / 1 Administrative Assistant / 1 Shipping Administrative Assistant / 1 Lab Technician / 1 Lab Technician / 1 Production Supervisor-Patching / 1 Lab Supervisor Naples, TX: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician Youngstown, OH: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	DIRECT SALES: Once contacted by the Agency interested in purchasing off of the Sourcewell contract, the Territory Manager in that area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafcro. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafcro, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafcro.com. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once the equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafcro will invoice the Agency. Once paid, Crafcro will pay the Sourcewell Administrative Fee. DISTRIBUTORS: It will be the Distributor's responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator, for Crafcro to be checked, approved and returned with a quote for reference when placing an order. The Distributor will submit the worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafcro quote and PO. Once the equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafcro will pay the Sourcewell Administrative fee. Crafcro will ship and invoice the Distributor. The Distributor is responsible for invoicing the customer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within the day of the inquiry from the customer. All sales force is well versed in the Crafcro/Graco/KM/PoreShield/Paint product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine or materials that best suits their needs. Crafcro works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale. A specific Product Manager will be involved if needed as well.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Crafcro is willing and able to provide equipment, materials and service within all 50 states. Our 8 manufacturing plants strategically placed across the Country minimizes freight cost to the end users. One equipment manufacturing plant, in Chandler, Arizona, uses a very coordinated shipping plan to move equipment across the Country at the most competitive cost possible. Crafcro has 16 US Distributors with 3 Regional Managers and 4 District Managers that manage 35 Territory Managers with 5 Product Managers. Along with 18 Service Centers across the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Crafcro has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafcro currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services in Canada. All sales into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Crafcro will service all geographic areas in the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any account type of Participating Entities will have full access to Crafcro's solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific requirements or restrictions for Hawaii, Alaska or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Crafcro will extend the terms of the agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example, include Sourcewell in literature used by our sales representatives when talking with customers every day, include Sourcewell at tradeshow, conducted regionally and nationally reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the updated Sourcewell awarded contract logo will be added within all of these.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social Media Marketing at Crafco Inc.: Social media plays a critical role in building brand awareness, fostering industry relationships, and driving engagement with our customers and partners. At Crafco Inc., we take a strategic, content-driven approach to social media marketing by focusing on the following key areas: 1. Platform-Specific Strategies LinkedIn: As a B2B-focused brand, LinkedIn is a cornerstone of our digital strategy. We use it to showcase new product launches, company milestones, leadership insights, case studies, and industry partnerships. We also engage with key stakeholders—DOT officials, engineers, distributors, and industry peers—to build credibility and strengthen professional networks. Facebook and Instagram: These platforms allow us to share behind-the-scenes content, customer success stories, employee spotlights, and event highlights. We use visual storytelling (photos, reels, and short videos) to make our brand more relatable and humanized. YouTube: Crafco's YouTube channel serves as a knowledge hub, featuring product demos, application tutorials, training videos, and customer testimonials. We track views, watch time, and audience retention to continuously improve our video content. 2. Content Creation and Engagement We create engaging and educational content tailored to the pavement preservation and infrastructure maintenance industry. This includes: -Product tips and maintenance best practices -Live job site videos and real-world applications -Highlighting industry trends and innovation -Celebrating distributor success and customer stories 3. Data-Driven Optimization Using tools like Meta Business Suite, LinkedIn Analytics, and third-party platforms such as Meltwater, we monitor key performance indicators (KPIs) including: -Reach and impressions -Engagement rates (likes, comments, shares) -Follower growth -Click-through rates (CTR) to our website or landing pages We use this data to refine our content calendar, post timing, and messaging for optimal results. 4. Community Building and Customer Service Our social channels double as customer service and brand engagement tools. We respond promptly to inquiries, share user-generated content, and support industry events through live coverage and tagging relevant partners and organizations. Crafco runs multiple print ads in a variety of industry publications as well as 1000's of digital ads with our email marketing campaigns per year.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	After our initial contract launch in 2017 and most recently in 2021, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing the pavement preservation solutions they need, whether it be equipment, sealant, sprayers, recyclers, PoreShield or paint for track and court. This training is ongoing with webinars and Crafco University bi-annual in-house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members, non-members, looking for information on how to utilize the contract as well as any legal questions regarding purchasing in their respective areas.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time, Crafco does not utilize an e-procurement processing system.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational and safety training is standard with each delivery of our machines. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafcro unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user's request at no charge. Crafcro provides ongoing equipment training seminars throughout the year as well as web-based training and troubleshooting.
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	Through Crafcro or one of its affiliated distributors, will replace for the original purchaser free of charge any parts found upon examination by the factory at Chandler, AZ, to be defective in material or workmanship. The warranty is for a period of 2 years (Crafcro is the only equipment manufacturer with a 2 year warranty with unlimited hours on the machine, excluding the engine.) from the invoice date, but excludes engine or components, tires, and battery as these items are subject to warranties issued by their manufacturers. Crafcro, Inc. Shall not be liable for parts that have been damaged by accident, alteration, abuse, improper lubrication/maintenance, normal wear, or other cause beyond our control. The warranty provided herein extends only to the repair and/or replacement of those components on the equipment covered above and does not cover labor costs. The warranty does not extend to incidental or consequential damages incurred as a result of any defect covered by this warranty. All transportation and labor costs incurred by the purchaser in submitting or repairing covered components must be borne by the purchaser. Crafcro, Inc. Specifically disavows any other representation, warranty, or liability related to the condition or use of the product. Crafcro, Inc. warrants that Crafcro products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied.
43	Describe any technological advances that your proposed Solutions offer.	With over 49 years of manufacturing experience, Crafcro has been the leader in the pavement preservation technology with ground-breaking advancements in material effectiveness, safety, ergonomics, control and technology. With regard to materials, Crafcro helped pioneer the crack sealing industry, developing the science behind crack sealant and its constituent ingredients. Our team of researchers (including PHD-level scientists) continues to develop materials with a wider effective temperature range and greater durability under heavy traffic loads. Independent tests performed by FHWA and other agencies have proven the superior effectiveness of Crafcro crack sealants. Additionally, our PoreShield concrete protectant offers several advantages over conventional concrete sealers, including safety (low VOC, no PPE needed for application), sustainability (made from American-grown soybeans), durability (10+ years of protection with one application, blocks damage below surface) and versatility (new/old concrete, numerous application types). With regard to equipment, all of Crafcro's equipment is designed to reduce accidents and injuries, including preventing strain with ergonomic loading heights, protecting workers by placing controls away from traffic, and reducing fatigue through the self-supporting Flex Boom hose system. Our on-demand pump system stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned by hot sealant. The Pump Lockout system was also developed to keep the operator from trying to pump sealants before it is heated to the proper temperature and causing premature wear on the pump. New digital engine controls operate the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up; once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafcro melters much more fuel efficient. Crafcro's EZ Patcher is an industry-exclusive machine enabling a skid steer operator to effectively repair longitudinal and transverse joints from the safety of the skid steer cab, minimizing the crew's exposure to traffic. It is designed to work in conjunction with a Patcher II & 4 and was developed entirely at Crafcro from concept to finished product. Crafcro's engineering and designs make our crack sealing and patching equipment the safest, most reliable and most productive in the industry.

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Crafco is creating industry-first life cycle assessments (LCAs) for all products to better understand their environmental impact, including raw material extraction, transportation, manufacturing and packaging. This work was commissioned by Crafco and is being performed by Sphera. Crafco has developed a meltable packaging for our sealants and mastics that melts quickly and completely without affecting the property or performance of the sealants. This eliminates cardboard waste for increased sustainability and is also a time saving packaging for the end user as there is no unboxing that has to happen during the crack seal operation. Crafco offers PoreShield, a low VOC (ASTM test at 43.3g/L) meeting all national (and international) standards for VOC limitations on concrete coatings. It is all American-made from sustainably-sourced soybeans. PoreShield is a USDA certified bio-preferred product and certified BABA-compliant. Additionally, Crafco recycles approximately 10 million lbs. of crumb rubber each year (typically from used tires) to produce crack sealant and other products, saving those waste products from the landfill. Crafco also uses recycled cardboard for all boxed packaging.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PoreShield is a USDA certified bio-preferred product and certified BABA-compliant. Crafco is currently in the process of creating life cycle assessments for all products.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	Crafco's equipment uses Tier 4 diesel engines to help agencies and contractors meet environmental regulations. Our digital engine controller runs the engine at a lower RPM during warm-up, when the engine is least efficient. Once warm-up is complete, the engine RPM is raised to provide full power. Additionally, crack sealing and mastic patching significantly reduces production of carbon dioxide by allowing targeted repairs which alleviate the need for carbon-intensive repaving.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	PoreShield is certified to be 93%+ biobased material; it is also low VOC (43.3g/L), a 90%+ reduction in VOC compared to many competing products. Crafco HP ER Asphalt is a low-VOC cold patch material for pavement patching.	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	All of Crafco's equipment is designed with ergonomics in mind. Our loading doors are placed at a natural loading height to reduce back strain. Field-serviceable components such as the burner are designed to be easily accessible and minimize work in awkward positions or cramped spaces - such as below a trailer. The Flex Boom hose system reduces fatigue by supporting the weight of the hose and wand, with the added benefits of keeping the hose from scraping the ground (less damage) and maximizing the operator's working radius. Our Autoloader helps reduce labor and strain by automating the process of loading sealant blocks into the melter. It allows operators to easily load blocks onto a conveyor from the back of their truck, then advance the material as needed from the ground. The Model 30 Pavement Router is available with a self-propulsion attachment to reduce strain while working on slopes, loading onto trailers or moving the unit around a work site. The EZ Patcher allows one operator to patch pavement while sitting in the skid steer cab, eliminating the need for a worker on foot to maneuver a drag box or use a hot iron for touchups.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Crafco's Beckett Burners employs a DC Controller to monitor the burner operation to ensure proper ignition of the burner and to shut down if there are any issues. Optional fire extinguisher mounted on the trailer frame of the machines. While running our machines, operators are trained to have proper PPE which includes safety glasses, long sleeved shirts, gloves, long pants, steel toe boots.	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Crafco helped pioneer the pavement preservation industry starting in 1976. Crafco has engineers who are members of the ASTM committees that develop sealant specifications for the entire country. Crafco is also involved with several sealant test decks across the country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement ensures that Crafco sealants are designed and manufactured to the highest standard of quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafco have testing labs. Every single manufacturing lot of material is tested before shipping and certified to meet the relevant specifications. This guarantees the products' quality. The Crafco equipment plant has a very extensive QA/QC program, this includes the run-up of all pieces of equipment to ensure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. Crafco has in-house R&D and 99% of the equipment we sell is all designed, tested and manufactured at our Chandler, AZ facility. We manufacture all of the equipment in-house from scratch with raw materials like sheet metal, tubing, channel etc. Our engineers hold Mechanical Engineering Degrees, Industrial Design Degrees, Electrical Engineering Degrees, Computer Science Degrees and Tech School Degrees. Several employees have more than 30 years of design, welding and fabrication experience. We offer continuing education for the engineering team as well as specialty software training courses and manufacturing courses. All KM and Graco equipment will be received either at a Crafco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency. Additionally, Poreshield offers unique value to Agencies tasked with maintaining concrete pavements. It is safe to handle and store, and easy to apply. Poreshield can be applied by Agency maintenance staff without the need for special equipment, PPE or training. Crafco is the only manufacturer of Poreshield, the cost effective, bio-based concrete protectant that's proven to extend the life of the concrete surfaces by 10+ years. Crafco is also the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters should work and apply the product in the most efficient way possible, while selecting the materials they need.
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Table 5B: Value-Added Attributes

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

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Crafcu terms are Net 30 Days. Crafcu will accept Credit Cards and Wire Transfers.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Crafcu will utilize the Sourcwell awarded NCL along with other Agency preferred financing.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Per our current Sourcwell Contract; attached in the Standard Transaction section is the worksheet, quote with terms and conditions along with an order form.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Crafcu accepts P-Card procurement and payment processes at no additional cost.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Crafco is offering Product Category Discount. Pricing lists are attached with related discounts noted.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crafco Equipment and Options: 5-20% off list Crafco materials: 10-20% off list KM International: 9-13% off list Graco: 15% off list Poreshield: 10% off list Paint: 10% off list	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	This is not typically offered as most Agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If the Agency requests a "sourced" or "non-standard option", we will work closely with our supply vendors to get the best possible price for the Agency and add it to the "unpublished" section of the worksheet.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements not included within the pricing submitted.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery method possible to the Agency.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Either the direct Territory Manager or Distributor will complete the Sourcewell worksheet and then send to Crafco HQ to Angie Hoaglin, Contract Administrator, she will verify pricing is correct and sign the worksheet. No worksheets will be sent to the Agency without Angie's approval. Once a PO is received, that gets entered into our Quarterly log where all information from the PO will be added along with the fee to be paid to Sourcewell. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	From the date of the award, Crafco will keep an internal log of all quotes sent to Agencies, once a PO is received that is logged with the quote as an order. This information is tracked monthly and reviewed by the Senior Leadership members at Crafco. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts or agencies.

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Roadway Maintenance Equipment and materials including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Pavement Marking Application Machines, Sealants, Mastics, Cold Patch, Asphalt Recyclers, Reclaimers, Pavement Marking and Maintenance machines, Pavement Marking Paint with Paint Mixer and bio-based concrete protectant.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Crafco will not utilize subcategories.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	☒ Yes ☐ No	KM International
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	Crafco, Inc.
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☐ Yes ☒ No	N/A
81	Pavement marking application and removal equipment	☒ Yes ☐ No	Graco

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

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

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

- [Pricing](#) - CrafcO, Inc. Price File.pdf - Friday May 02, 2025 10:05:30
- [Financial Strength and Stability](#) - CrafcO Inc. 06.30.2024 Audited FS CONFIDENTIAL.pdf - Monday April 14, 2025 15:50:53
- [Marketing Plan/Samples](#) - CrafcO Sourcewell Marketing Samples.pdf - Wednesday April 30, 2025 08:12:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents-Warranty.pdf - Wednesday April 16, 2025 16:00:08
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Distributors-TM List.xlsx - Wednesday April 16, 2025 10:30:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Todd Ziems, VP Sales and Marketing, Crafcro, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1



SOURCEWELL CONTRACT
#050625-CFC

BBBQ74963

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 7/18/2025
Expiration Date 8/17/2025

Quote To:	Account Code: 923698	Ship To:	Account Code: 923698
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TOWN OF CHINO VALLEY AZ

TOWN OF CHINO VALLEY AZ

MATTHEW GREEN

1982 VOSS DRIVE, #201
CHINO VALLEY, AZ 86323
US

1982 VOSS DRIVE, #201
CHINO VALLEY, AZ 86323
US

Phone: 928-499-516

Fax: 928-636-7141

Email: mgreen@chinoazaz.net

MATTHEW GREEN

928-499-516

mgreen@chinoazaz.net

Project Title:	Town of Chino Valley - KM T2 Asphalt Recycler - 7.18.25
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Start Date: 7/18/2025

Ship Via: Customer p/up

Effective Dates: 7/19/2025 TO 8/17/2025

Sales Group: SRC- SOURCEWELL

Terms: NET 30

Quoted By: Shawn Garcia

F.O.B.: COL- Customer Pickup

Sales Office: WR7- D. Darling/S. Garcia

Estimated Time to Ship After Receipt of Order:

Customer:	TOWN OF CHINO VALLEY AZ	Quote Number	BBBQ74963
Project Title:	Town of Chino Valley - KM T2 Asphalt Recycler -	Date	07-18-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
KM-T2-TRAILER-SRC	4 Ton/Hr Asphalt Recycler Trailer	EA	1	\$91,885.0000	\$91,885.0000
KM-TOOLRACK-SRC	4-6 Hole Tool Rack - Mounted on Trailer	EA	1	\$373.5000	\$373.5000
SPARE TIRE (T-2)-SRC	SPARE TIRE (T-2) - MOUNTED AND SECURED ON UNIT	ea	1	\$590.0000	\$590.0000
ASPHALT CEMENT - PERBAG	ASPHALT CEMENT, 3.5 LB/BAG / 10 BAGS/BUCKET *MINIMUM SALES QTY. = 10 BAGS OR 1 BUCKET** (PRICE IS PER BAG)	ea	30	\$11.0000	\$330.0000
\$ DISCOUNT	DISCOUNT Per Devon Teets KM Rep	ea	1	\$110.0000	\$110.0000
HANDLING-SRC	HANDLING/PACKAGING AND/OR CRATE CHARGES	ea	1	\$150.0000	\$150.0000

Sales Tax \$5,886.63
Shipping \$3,900.00
Contract Total \$103,225.1300

COMMENTS:

Attn : Matthew Green
928-300-1563
mgreen@chinoazaz.net

Quote: KM T2 4 Ton/Hr Asphalt Recycler Trailer with select options.

07/21/25 10:00:17

We value your business.

Customer:	TOWN OF CHINO VALLEY AZ	Quote Number	BBBQ74963
Project Title:	Town of Chino Valley - KM T2 Asphalt Recycler -	Date	07-18-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
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Price Per Sourcwell Contract #050625-CFC

Crafco Contact:
Shawn Garcia
480.793.4899
shawn.garcia@crafco.com

NOTE:
WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:
PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



Documentation of Vendor Selection

Date:

9/8/2025

Total Estimated Cost:

\$ 104,000.00

Detailed Description of Item/
Service:

Asphalt Recycler for road repairs using multiple materials

Quote #1		Total Cost: \$ 103,225.13	
Vendor Name:	Crafco / KM Enterprises	Phone No:	602-276-0406
Cost of Items:	\$ 103,225.13	Tax:	
Shipping:			
Availability:	0-2 months		
(If Applicable) Contract #:	050625-CFC	Co-op Name:	SOURCEWELL
Accepted: YES ☒ NO ☐			

Quote #2		Total Cost: \$ 81,910.68	
Vendor Name:	AWI / Stepp MFG	Phone No:	800-778-9359
Cost of Items:	\$ 81,910.68	Tax:	
Shipping:	\$ -		
Availability:	3-6 months		
(If Applicable) Contract #:	OMNIA 05-77	Co-op Name:	Omnia Partners
Accepted: YES ☐ NO ☒			

Quote #3		Total Cost: \$ -	
Vendor Name:		Phone No:	
Cost of Items:		Tax:	
Shipping:	\$ -		
Availability:			
(If Applicable) Contract #:		Co-op Name:	
Accepted: YES ☐ NO ☐			

Comments:

Only two manufactures offer automated tumbling/mixing type machines in the size we require. Those are Stepp and KM. Craftco was chosen due to the following: availability, capacity, (500 lbs for the Stepp, 1800lbs for the KM). Finally drive type. The KM unit is a tumbler style. We conducted research with the

Employee Requesting Purchase:

Matt Green

Department Approval:

Date:

*Purchases from \$2,500.00 up to \$10,000.00 require three documented verbal or written quotes.

*Purchases from \$10,000.00 up to \$50,000.00 require three written quotes.

*Departments shall obtain quotations on a semi-annual basis.

*All written quotations should be attached to this form.



Documentation of Vendor Selection

Date:

9/8/2025

Total Estimated Cost:

Detailed Description of Item/
Service:

Bid #1	Total Cost: \$	-
Vendor Name:		Phone No:
Cost of Items:	Tax:	Shipping:
Availability:		
(If Applicable) Contract #:	Co-op Name:	
Accepted: YES ☐ NO ☐		

Bid #2	Total Cost: \$	-
Vendor Name:		Phone No:
Cost of Items:	Tax:	Shipping:
Availability:		
(If Applicable) Contract #:	Co-op Name:	
Accepted: YES ☐ NO ☐		

Bid #3	Total Cost: \$	-
Vendor Name:		Phone No:
Cost of Items:	Tax:	Shipping:
Availability:		
(If Applicable) Contract #:	Co-op Name:	
Accepted: YES ☐ NO ☐		

Comments:

Employee Requesting Purchase:

Meeting Date of Council Approval:

**Purchases of \$50,000.00 or more require a formal invitation to bid or a request for proposals.*

**All bid documents should be retained in the purchasing department.*

**Attach approved Staff Report.*



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

QUOTE

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

NEVADA LOCATION:
61 Spectrum Blvd
Las Vegas, NV 89101

Quote No.	25682
Quote Date	8/5/2025
Sales Rep.	BLM
Payment Terms	Net 30 Days
F.O.B.	Factory
Prices Good For	30 Days

Customer:

Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323
Sourcewell Member ID #152219

Item	Item Description	Qty	Unit Cost	Total
Stepp	Trailer Mounted Master Mixer(Per Attached Specifications)	1	68,662.40	68,662.40T
Freight Charge	Freight Charges to Apply	1	7,000.00	7,000.00

Subtotal	\$75,662.40
Sales Tax (9.1%)	\$6,248.28
Total	\$81,910.68

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

TO	Jeff Boulais	COMPANY	AWI	
PHONE/FAX		ADDRESS	3201 W. Virginia Ave Suite #3	
EMAIL		CITY/STATE/ZIP	Phoenix, AZ	
END CUSTOMER:	Town of Chino Valley	CONTRACT:	OMNIA 05-77	
DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE	
7/30/2025	90-120 DAYS ARO	FACTORY	JASON STEPP	
ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SMMT	Stepp Trailer Mounted Master Mixer	1		
	Each base unit includes: Diesel Burner System with Flame-out Protection, Burner Timer, Hydraulic DriveMixer and Hydraulic Driven Conveyor driven by Honda Gasoline Engine, 2 Light LED System and Electric			
	Flush Mounted Strobe Light (SET OF 2)	1		
	Compactor Plate Carrier	1		
	Stainless Steel Tool Holder	2		
	Washdown System	1		
	Hose Reel for Washdown	1		
	Shovel Cleaning Compartment	1		
	Material Additive Bin	1		
	Wacker WP 1550 AW Plate Compactor	1		
	Compactor Plate Carrier Hold Down	1		
NOTE:	CANNOT PROCESS ORDER UNTIL SPECIFIED			
PAINT:	HIGHWAY ORANGE			
LIGHT PLUG:	7 PIN RV			
HITCH:	3" Pintle			



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6f
MEETING DATE: 9/23/2025
CONTACT PERSON: Terri Denemy, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Statement of Direction on Council vision and strategy for the marketing and development of Old Home Manor.

SUMMARY:

Based on discussion on this item in Study Session and consensus of Council, a defined statement of direction has been crafted for Council discussion and action to confirm the vision and strategy for marketing and development of the town-owned property commonly referred to as "Old Home Manor."

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Statement of Direction on Council vision and strategy for the marketing and development of Old Home Manor.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Statement of Direction OHM .09.2025
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Statement of Direction:

Council vision and strategy for the marketing and development of Old Home Manor.

Based on the Study Session discussion held on September 9, 2025, Council wishes to affirm its vision and strategy for the marketing and development of Old Home Manor and guide staff activity accordingly.

The primary tenets of the vision and strategy affirmed are as follows:

1. Rezone 200 acres of real property located north of Perkinsville Road and east of Jerome Junction from BP (Business Park) zoning district to PL (Public Land) zoning district to be consistent with the rest of the Old Home Manor property zoning and expand potential uses and development opportunities.
2. Shift the economic development goals inherent in the Business Park concept to State Route 89 and adjacent corridors. Direct staff to schedule a separate study session on those opportunities, visions, and strategies.
3. Seek partnerships, grants, and development opportunities that encourage recreation and tourism, attract residents and visitors, and provide economic benefits that strengthen and diversify our tax revenue base and improve residents' quality of life.
4. Bring before Council for consideration projects and partnership opportunities that support this vision and strategy, even those that require or request town financial support.
5. Research the possibilities of selling a portion of Old Home Manor for a specific economic development purpose to generate revenue from the land sale to reinvest in Old Home Manor infrastructure, capital, and/or development projects, and secure projects that strengthen and diversify our tax revenue base or improve residents' quality of life.
6. Direct staff to return to Council with potential land sale project possibilities for consideration and selection of a project or a project priority list on which to move forward.
7. Set aside land at Old Home Manor for a possible Town Hall complex / Government Center project, knowing that a final direction on the need and location for the project has not been determined.

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