City of Glendale
Council Meeting Agenda

March 26, 2013 – 7:00 p.m.

Welcome!
We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government
The City of Glendale has a Council-Manager form of government. Policy is set by the elected Council and administered by the Council-appointed City Manager. The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting and Workshop Schedule
Council meetings to take official action are held two times each month. These meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. Council workshops are generally held two times each month. Workshops provide Council with an opportunity to hear a presentation by staff on topics that may come before Council for official action. These meetings are held on the first and third Tuesday of each month at 1:30 p.m. The City Council does not take official action during workshop sessions. All meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Executive Session Schedule
Council may convene in "Executive Session" to receive legal advice and discuss land acquisitions, personnel issues, and appointments to boards and commissions. Executive Sessions will be held in Room B3 of the Council Chambers. As provided by state statute, this session is closed to the public.

Regular City Council meetings are telecast live. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Meeting Agendas
Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, ***www.glendaleaz.com***

Public Rules of Conduct
The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate
Council Meeting - The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card. Public hearings are also held on certain agenda items. If you wish to speak on a particular item listed on the agenda, please fill out a gold Public Hearing Speakers Card. Your name will be called when the Public Hearing on the item has been opened or Citizen Comments portion of the agenda is reached. **When speaking at the Podium,** please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.

Workshop Meeting - There is no Citizen Comments portion on the workshop agenda.

Regular Workshop meetings are telecast live. Repeat broadcasts are telecast the first and third week of the month – Wednesday at 3:00 p.m., Thursday at 1:00 p.m., Friday at 8:30 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 2:00 p.m. on Glendale Channel 11.

If you have any questions about the agenda, please call the City Manager's Office at (623)930-2870. If you have a concern you would like to discuss with your District Councilmember, please call the City Council Office at (623)930-2249

For special accommodations or interpreter assistance, please contact the City Manager's Office at (623)930-2870 at least one business day prior to this meeting. TDD (623)930-2197.

Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.

Councilmembers

Cactus District – Ian Hugh
Cholla District – Manuel D. Martinez
Ocotillo District – Norma S. Alvarez
Sahuaro District – Gary D. Sherwood
Yucca District – Samuel U. Chavira

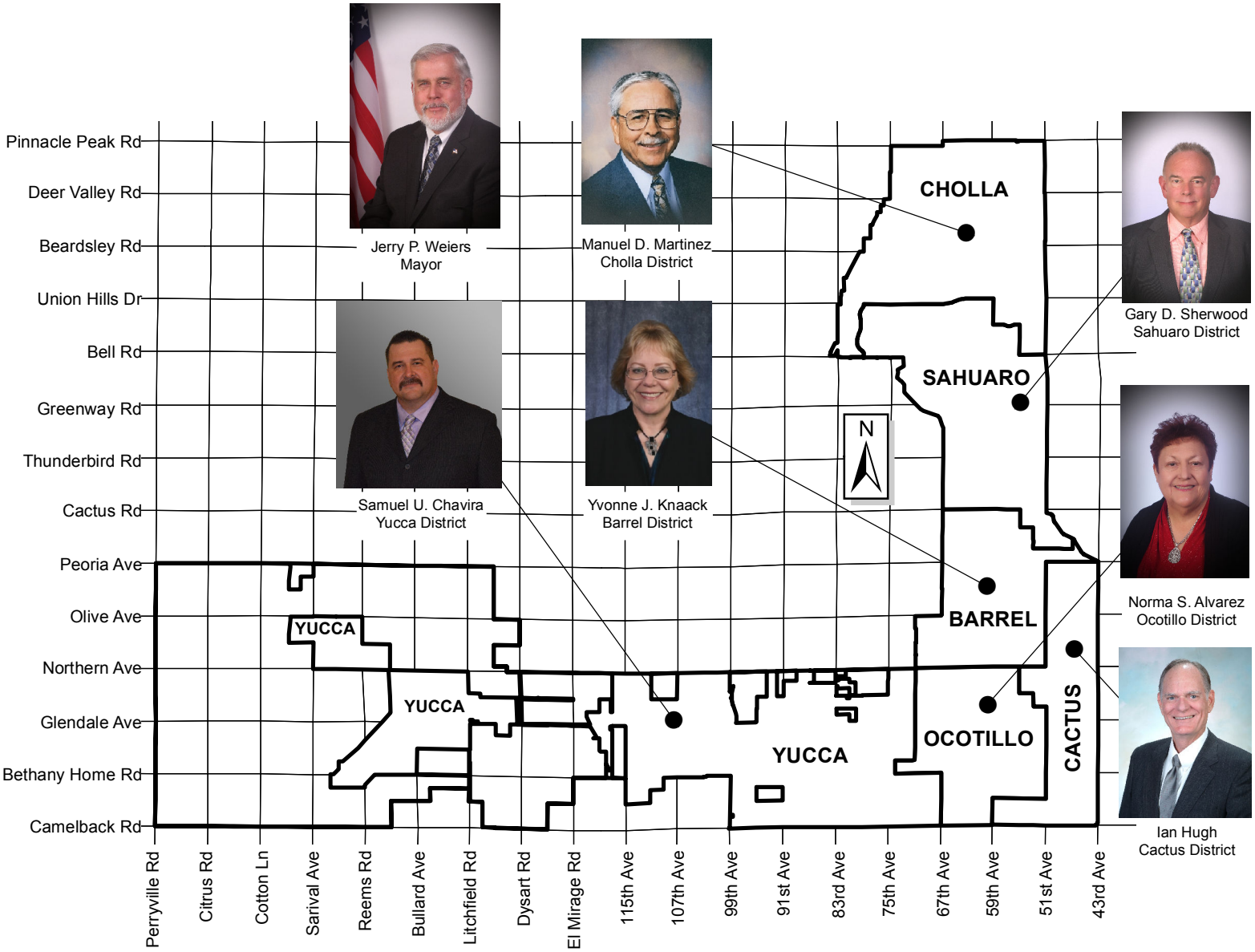
GLENDALE

MAYOR JERRY P. WEIERS
Vice Mayor Yvonne J. Knaack – Barrel District

Appointed City Staff

Horatio Skeete – Acting City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
March 26, 2013
7:00 p.m.

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF THE FEBRUARY 26, 2013 SPECIAL AND REGULAR MEETINGS AND THE MARCH 5, 2013 SPECIAL MEETING

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Manuel D. Martinez

PROCLAMATIONS AND AWARDS

PLANNING COMMISSION RECOGNITION OF COUNCILMEMBER GARY D. SHERWOOD
PRESENTED BY: Office of the Mayor
ACCEPTED BY: Councilmember Gary D. Sherwood

DISTINGUISHED BUDGET AWARD FOR FY 2012-13 BUDGET DOCUMENT
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services Department
ACCEPTED BY: Mayor and Council

CONSENT AGENDA

Items on the consent agenda are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSES, CHOIR BOYS SOCIAL CLUB
PRESENTED BY: Susan Matousek, Revenue Administrator

2. SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS
PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-8405, GLEN LAKES GOLF COURSE
PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-9323, SUSHI CATCHER
PRESENTED BY: Susan Matousek, Revenue Administrator

5. LIQUOR LICENSE NO. 5-9354, 5030 LOUNGE
PRESENTED BY: Susan Matousek, Revenue Administrator

6. REQUEST TO PURCHASE REPLACEMENT POLICE PATROL MOTORCYCLES FROM COYOTE HONDA
PRESENTED BY: Stuart Kent, Executive Director, Public Works

7. REQUEST TO PURCHASE REPLACEMENT POLICE PATROL VEHICLES FROM MIDWAY CHEVROLET
PRESENTED BY: Stuart Kent, Executive Director, Public Works

CONSENT RESOLUTIONS

8. GILA RIVER INDIAN COMMUNITY GRANT
PRESENTED BY: Debora Black, Interim Police Chief
Stuart Kent, Executive Director, Public Works
RESOLUTION: 4648

9. AMENDMENT TO THE WASTE SUPPLY AGREEMENT WITH VIESTE FOR THE GLENDALE MUNICIPAL LANDFILL
PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4649

10. SECOND AMENDMENT TO LICENSE AGREEMENT FOR VERIZON WIRELESS LLC
PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer
RESOLUTION: 4650

11. LICENSE AGREEMENT FOR T-MOBILE WEST LLC
PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer
RESOLUTION: 4651

12. AMENDMENT NUMBER ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR VIDEO EQUIPMENT REPLACEMENT

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4652

13. INTERNET CRIMES AGAINST CHILDREN SUB-GRANT ACCEPTANCE

PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4653

14. PROPOSED 2013 AGENCY PLAN FOR CITY OF GLENDALE COMMUNITY HOUSING DIVISION

PRESENTED BY: Elaine Adamczyk, Housing Services Administrator
RESOLUTION: 4654

15. PURCHASE AND SALES AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT FOR A MULTI-USE PATHWAY EASEMENT AT DISCOVERY PARK

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4655

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

16. ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director

BIDS AND CONTRACTS

17. AGREEMENT OF RETENTION WITH HARALSON, MILLER, PITT, FELDMAN & MCANALLY, P.L.C.

PRESENTED BY: Brent Stoddard, Intergovernmental Programs Director

18. AWARD OF BID TO SOUTHWEST SLURRY SEAL, INC. FOR CONSTRUCTION OF THE 2012/2013 SLURRY SEAL PROGRAM

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

19. CONTRACT WITH JAMES, COOKE & HOBSON INC. FOR PURCHASE OF REPAIRS AND MAINTENANCE AT WATER SERVICES SITES

PRESENTED BY: Michael Weber, P.E., Deputy Director, Water Services

20. AGREEMENT WITH ARIZONA REFUSE SALES, LLC FOR CERTIFIED REBUILD OF SIDELOAD TRUCKS FOR RESIDENTIAL SANITATION COLLECTION

PRESENTED BY: Stuart Kent, Executive Director, Public Works

21. REPRESENTATION AGREEMENT WITH BEACON SPORTS CAPITAL PARTNERS, LLC
PRESENTED BY: Jamsheed Mehta, Interim Assistant City Manager

ORDINANCES

22. DEEDS AND EASEMENTS ORDINANCE
PRESENTED BY: Pamela Hanna, City Clerk
ORDINANCE: 2840

PUBLIC HEARING - RESOLUTIONS

23. THE SECOND SUBSTANTIAL AMENDMENT TO FY 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (RESOLUTION)(PUBLIC HEARING REQUIRED)
PRESENTED BY: Gilbert Lopez, Revitalization Administrator
RESOLUTION: 4656

RESOLUTIONS

24. LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC
PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
RESOLUTION: 4657

25. THE NEW WESTGATE, LLC TEMPORARY PARKING AGREEMENT
PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
RESOLUTION: 4658

NEW BUSINESS

26. DISCUSS AND TAKE ACTION WITH RESPECT TO THE ASSIGNMENT OF THE CURRENT ACTING CITY MANAGER
PRESENTED BY: Mayor and Council

27. COUNCIL APPOINTMENT OF ACTING CITY MANAGER
PRESENTED BY: Mayor and Council

28. DISCUSS AND TAKE POSSIBLE ACTION WITH RESPECT TO THE APPOINTMENT AND EMPLOYMENT OF THE CURRENT CITY ATTORNEY
PRESENTED BY: Mayor and Council

29. COUNCIL APPOINTMENT OF ACTING CITY ATTORNEY
PRESENTED BY: Mayor and Council

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

(i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
(ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
(iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
(iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
(v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
(vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

Items Respectfully Submitted,

for:

Horatio Skeete
Acting City Manager

MINUTES OF THE
GLENDALE CITY COUNCIL
SPECIAL MEETING AND EXECUTIVE SESSION
Council Chambers
5850 West Glendale Avenue
February 26, 2013
5:00 p.m.

PRESENT: Mayor Jerry P. Weiers, Vice Mayor Yvonne J. Knaack and Councilmembers Norma S. Alvarez, Samuel U. Chavira, Ian Hugh, Manuel D. Martinez, and Gary D. Sherwood

ALSO PRESENT: Horatio Skeete, Acting City Manager; Deborah Robberson, Deputy City Attorney; and Darcie McCracken, Deputy City Clerk

Craig Tindall, City Attorney, is present and requested to be heard in Executive Session.

Councilmember Hugh moved to go into Executive Session. The motion was seconded by Councilmember Chavira.

Council entered Executive Session at 5:07 p.m.

The meeting was called back to regular session to adjourn at 6:05 p.m.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:05 p.m.

_____
Darcie McCracken - Deputy City Clerk

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
February 26, 2013
7:00 p.m.

The meeting was called to order by Mayor Jerry P. Weiers. Vice Mayor Yvonne J. Knaack and the following Councilmembers were present: Norma S. Alvarez, Samuel U. Chavira, Ian Hugh, Manuel D. Martinez and Gary D. Sherwood.

Also present were Horatio Skeete, Acting City Manager; Jamsheed Mehta, Interim Assistant City Manager; Deborah Robberson, Deputy City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance and a moment of silence was observed.

Compliance with Article VII, Section 6(c) of the Glendale Charter

A statement was filed by the City Clerk that the 3 resolutions and 2 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF February 12, 2013

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to dispense with the reading of the minutes of the February 12th, 2013 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Manuel D. Martinez

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Aviation Advisory Commission

Quentin Tolby	Cactus	Appointment	02/26/2013	11/24/2014
Michael Hernandez	Ocotillo	Appointment	02/26/2013	11/24/2014

Citizens Bicycle Advisory Committee

Erik Flodin	Cholla	Appointment	02/26/2013	01/16/2015

Commission On Persons With Disabilities

Laura Hirsch – Chair	Mayoral	Appointment	02/26/2013	02/26/2014
John Fallucca – Vice Chair	Cholla	Appointment	02/26/2013	02/26/2014

Community Development Advisory Committee

Ronald Jauregui	Barrel	Appointment	02/26/2013	07/01/2014
Gina Schmitz (GESD Rep.)	Ocotillo	Reappointment	03/22/2013	03/22/2015

Judicial Selection Advisory Board

Judge Randall Warner		Reappointment	04/23/2013	04/23/2016

Library Advisory Board

Karen Aborne	Yucca	Reappointment	04/13/2013	04/13/2015

Parks and Recreation Advisory Commission

David Moreno	Yucca	Appointment	02/26/2013	04/09/2015
Alexa Salas – Teen	Yucca	Appointment	02/26/2013	05/27/2013
Robert Portillo – Chair	Yucca	Reappointment	04/09/2013	04/09/2014

Personnel Board

Stephen Gilman	Yucca	Appointment	02/26/2013	12/22/2014

Planning Commission

Jamie Aldama	Yucca	Appointment	02/26/2013	03/25/2014
Steve Johnston	Cactus	Appointment	02/26/2013	03/25/2015
Al Lenox	Barrel	Appointment	02/26/2013	03/25/2014
Rod Williams	Ocotillo	Reappointment	03/25/2013	03/25/2015
Robert Petrone – Chair	Cholla	Appointment	02/26/2013	03/25/2014
Bruce Larson – Vice Chair	Mayoral	Appointment	02/26/2013	03/25/2014

Risk Management/Worker's Compensation Trust Fund Board

Diane Shoemake – Ex-Officio		Appointment	02/26/2013	07/24/2013

It was moved by Councilmember Martinez, and seconded by Vice Mayor Knaack, to appoint Quentin Tolby and Michael Hernandez to the Aviation Advisory Commission; Erik Flodin to the Citizens Bicycle Advisory Committee; Laura Hirsch and John Fallucca to the Commission on Persons with Disabilities; Ronald Jauregui and Gina Schmitz to the Community Development Advisory Committee; Judge Randall Warner to the Judicial Selection Advisory Board; Karen Aborne to the Library Advisory Board; David Moreno, Alexa Salas and Robert Portillo to the Parks & Recreation Advisory Commission; Stephen Gilman to the Personnel Board; Jamie Aldama, Steve Johnston, Al Lenox, Rod Williams, Robert Petrone and Bruce Larson to the Planning Commission; and Diane Shoemake to the

Risk Management/Worker's Compensation Trust Fund Board for the terms listed above. The motion carried unanimously.

Mayor Weiers called those new members present forward and administered the oath of office.

CONSENT AGENDA

Items on the consent agenda are intended to be acted upon in one motion.

Mr. Horatio Skeete, Acting City Manager, read agenda item numbers 1 through 5.

1. LIQUOR LICENSE NO. 5-8959, JUS' COUNTRY
   PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for Jus' Country located at 4346 West Olive Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070212) was submitted by Douglas Neal Perkins.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. REQUEST TO PURCHASE SIDELOAD TRUCK FROM TRUCKS WEST OF PHOENIX, INC. FOR RESIDENTIAL SANITATION COLLECTION
   PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to approve the purchase of a sideload truck for residential sanitation from Trucks West of Phoenix, Inc. in an amount not to exceed $275,646.69.

3. REQUEST TO PURCHASE HALOGEN VALVES AND PARTS FROM CHEMICAL FEEDING TECHNOLOGIES, INC. FOR CITY WELLS AND RESERVOIRS
   PRESENTED BY: Michael Weber, P.E., Deputy Director, Water Services

This is a request for City Council to authorize the purchase of 10 halogen valves and parts for city wells and reservoirs from Chemical Feeding Technologies, Inc. in an amount not to exceed $96,089.80.

4. AUTHORIZATION TO PURCHASE AMMUNITION FROM THE SAN DIEGO POLICE EQUIPMENT COMPANY, INCORPORATED
   PRESENTED BY: Debora Black, Interim Police Chief

This is a request for City council to authorize a purchase from the San Diego Police Equipment Company, Incorporated in an amount not to exceed $32,000 through the remainder of FY13.

5. AUTHORIZATION TO PURCHASE EQUIPMENT AND EXTENSION TO MAINTENANCE AND SUPPORT AGREEMENT FROM MORPHOTRAK, INCORPORATED

PRESENTED BY: Debora Black, Interim Police Chief

This is a request for City Council to authorize a purchase from MorphoTrak, Incorporated for replacement of equipment and authorize an extension to a maintenance and support agreement.

It was moved by Councilmember Martinez and seconded by Councilmember Hugh, to approve the recommended actions on Consent Agenda Item Nos. 1 through 5 and to forward a Liquor License Application (No. 06070212) for Jus' Country for a person-to-person transferable series 6 (Bar - All Liquor) license located at 4346 West Olive Avenue to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

CONSENT RESOLUTIONS

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 6 through 8 by number and title.

6. ACCEPTANCE OF NON-DEDICATED 2010 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANTS AND REMOTEC PURCHASE FOR BOMB ROBOT REFURBISHMENT
   PRESENTED BY: Debora Black, Interim Police Chief
   RESOLUTION: 4645

This is a request for City Council to accept non-dedicated 2010 grant funding from the Arizona Department of Homeland Security (AZDOHS) in the amount of $65,000 and authorize a purchase from Remotec for refurbishment of a bomb robot in the amount of $68,022.29.

Staff is requesting Council waive reading beyond the title and authorize the City Manager to accept non-dedicated 2010 grant funding from the AZDOHS in the amount of $65,000 and authorize a purchase from Remotec for refurbishment of a bomb robot in the amount of $68,022.29.

RESOLUTION NO. 4645 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT AGREEMENT NUMBER 777810-04, STATE OF ARIZONA 2010 HOMELAND SECURITY GRANT PROGRAM, URBAN AREA SECURITY INITIATIVE, FOR THE BOMB SQUAD ROBOT REFURBISHMENT PROJECT IN THE APPROXIMATE AMOUNT OF $65,000 FOR THE GLENDALE POLICE DEPARTMENT.

7. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE NEW RIVER PATHWAY
   PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
   RESOLUTION: 4646

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona

Department of Transportation (ADOT) for construction of a multiuse pathway along the east bank of New River, from the Bethany Home Road alignment to Northern Avenue.

RESOLUTION NO. 4646 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A BRIDGE OVER THE ADOT OUTFALL CHANNEL AND A 10-FOOT WIDE CONCRETE PATHWAY AND AMENITIES FROM THE BETHANY HOME ROAD ALIGNMENT TO NORTHERN AVENUE.

8. INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES RELATING TO SETTLEMENT OF THE WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS CLAIMS
   PRESENTED BY: Deborah Robberson
   RESOLUTION: 4647

This is a request for City Council to waive reading beyond the title and adopt a resolution approving an Intergovernmental Agreement and the Contract for Legal Services with the cities of Avondale, Chandler, and Scottsdale relating to the joint representation in settlement efforts relating to water right claims of the White Mountain Apache Tribe.

RESOLUTION NO. 4647 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THE INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF AVONDALE, CHANDLER, GLENDALE AND SCOTTSDALE RELATING TO JOINT REPRESENTATION IN SETTLEMENT EFFORTS RELATING TO THE WATER RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE.

It was moved by Councilmember Martinez and seconded by Vice Mayor Knaack, to approve the recommended actions on Consent Agenda Item Nos. 6 through 8, including the approval and adoption of Resolution No. 4645 New Series, Resolution No. 4646 New Series, Resolution No., and Resolution No. 4647 New Series. The motion carried unanimously.

BIDS AND CONTRACTS

9. AWARD OF BID TO PIERSON CONSTRUCTION CORPORATION FOR CONSTRUCTION OF SARIVAL WATERLINE FOR NORTHERN PARKWAY LANDSCAPING
   PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

Staff is requesting City Council award the bid and authorize the City Manager to enter into a construction agreement with Pierson Construction Corporation, in an amount not to exceed $475,681, to construct a waterline extension to deliver irrigation water to the landscaping along Northern Parkway, between Sarival and 143rd Avenues.

Ms. Colbath said the project is current under construction and is scheduled for completion in Spring 2013. The waterline is going to be used to provide water for landscaping along the parkway. The agreement to provide water to the area was approved by council in 2012. Once the waterline is completed, it will be turned over to Epcor to operate and maintain. The city would be repaid the cost of this waterline in approximately 9 years. The cost recovery is achieved by refund to the city of 10 percent of the water fees for all water users for 10 years and a refund of up to 50 percent of all hookup fees for all waterlines for users up to 20 years. There will be no cost to the city to operate or maintain the waterline.

It was moved by Councilmember Martinez, and seconded by Councilmember Hugh, to award the bid and authorize the City Manager to enter into a construction agreement with Pierson Construction Corporation, in an amount not to exceed $475,681. The motion carried unanimously.

10. AWARD OF CONTRACT 13-05 TO ARIZONA BUS SALES FOR PURCHASE OF TRANSIT BUSES
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

This is a request for City Council to award the bid and authorize the City Manager to enter into an agreement with Arizona Bus Sales in an amount not to exceed $2,800,000 over the life of the five-year contract for the purchase of transit buses. These buses will be purchased using regional and Federal Transit Administration (FTA) grant funding in compliance with federal purchasing guidelines. No city funds will be used for this purchase.

Ms. Colbath said Transportation operates Dial A Ride and the Gus service and has a fleet of 30 busses to operate this service. This contract is to purchase replacement busses for that service. The smaller busses have a 5 year life expectancy and the larger busses have a 7 year life expectancy. The contract is for 1 year with the option of 4 one year renewals. The city expects to purchase 15 busses in the first year, 10 Dial A Ride busses, 3 small Gus busses and 2 large Gus busses. The purchase will be made using federal and regional funds, and no city funds will be used for this purchase.

Councilmember Chavira asked if any city money would be used in the purchase. Ms. Colbath said 80 percent federal dollars and 20 percent regional funds would be used, no city money would be used.

Councilmember Martinez asked about converting the bus fleet to an alternative fuel mode, and asked if this would be cost efficient. Ms. Colbath said they have used propane in the past, but they have to comply with strict federal requirements. There were no busses available that used the propane alternative in the size they needed that met the federal requirements. She said the retrofit alternative was appropriate.

Mayor Weiers said propane can be purchased for less than $1 per gallon, so retrofitting the busses would be a substantial savings for the city. In addition it sends a positive message about the city.

It was moved by Councilmember Hugh, and seconded by Vice Mayor Knaack, to award the bid and authorize the City Manager to enter into an agreement with Arizona Bus Sales in an amount not to exceed $2,800,000. The motion carried unanimously.

11. PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY AND ASSOCIATES FOR THE CITY MANAGER RECRUITMENT
PRESENTED BY: Jim Brown, Interim Executive Director, Human Resources & Risk Management

The purpose of this report is to request the City Council enter into a Professional Services Agreement with Bob Murray and Associates for the recruitment of the City Manager position.

Mr. Brown said council approved Bob Murray and Associates at a prior meeting. He said the fees and expenses for services provided by Bob Murray and Associates will not exceed $28,000.

It was moved by Councilmember Chavira, and seconded by Councilmember Martinez, to approve a Professional Services Agreement with Bob Murray and Associates for the recruitment of the City Manager position. The motion carried unanimously.

ORDINANCES

12. AMENDMENT TO GLENDALE CITY CODE CHAPTER 2 - ADMINISTRATION
PRESENTED BY: Diane Goke, Chief Financial Officer
ORDINANCE: 2838

Staff is requesting Council to waive reading beyond the title and adopt an ordinance amending Chapter 2 – Administration of the Glendale City Code that establishes a consistent, citywide policy for the collection of delinquent funds with an effective date of April 8, 2013.

Ms. Goke said the third party collection agency will retain a portion of the amount collected as their fee. With adoption of this ordinance, the city would collect 100 percent of the amount collected.

Councilmember Martinez asked what was the current process being followed to collect bad debt. Ms. Goke explained the process and said the collection agency retains 15 percent of the amount collected for their fee and send the city 85 percent of the amount collected.

Councilmember Alvarez asked about $90,000 owed by Mr. Ellman in water bills and asked Ms. Goke if his account would be sent to collection. Ms. Goke said they were not able to find the $90,000 bill Councilmember Alvarez was referring to. Councilmember Alvarez said she had a copy of the bill. Ms. Goke asked that she provide her a copy of the bill so she could follow up. Mayor Weiers said this wasn't the proper time to discuss this particular billing issue. Mr. Skeete said this ordinance would allow the city to collect fees for every outstanding account they had. He said if they were able to locate that outstanding account, this process would apply to every delinquent account. Mayor Weiers suggested if Councilmember Alvarez had a copy of the bill that she give a copy to the city. Councilmember Alvarez said she wanted it to be fair for everyone.

Mayor Weiers agreed but noted that the item under consideration would allow the city to pursue all delinquencies.

ORDINANCE NO. 2838 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE I, SECTION 2.4 BY AUTHORIZING COLLECTION CHARGES RELATING TO DELINQUENT ACCOUNTS MAINTAINED BY THE CITY; AND SETTING FORTH AN EFFECTIVE DATE OF APRIL 8, 2013.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Sherwood, to approve Ordinance No. 2838 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

13. AMENDMENT TO LEASE WITH LEFT SEAT WEST AT GLENDALE, INC. FOR GLENDALE AIRPORT RESTAURANT
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
ORDINANCE: 2839

Staff is requesting Council waive reading beyond the title and adopt an ordinance authorizing the City Manager to amend the Glendale Airport Restaurant Lease with Left Seat West at Glendale, Inc. (Left Seat West).

Ms. Colbath said the airport terminal was designed to have a restaurant. She said Left Seat West opened their restaurant in January of 2012. The proposed amendment will restructure the lease from rent of $1,000 per month or 6 percent of gross revenues, to $300 per month or 3 percent of gross revenues, whichever is higher. Utility charges will also be restructured and the city will fully recover its utility costs. The amended lease will provide the airport to continue to enjoy the benefit of having a restaurant at this location while still collecting revenue.

Vice Mayor Knaack said this is a good move for the city to try and retain this business. She encouraged everyone to go there.

Councilmember Chavira asked if the city would be able to cover all the past utilities with the new lease agreement. Ms. Colbath said that was correct.

Mayor Weiers called Mr. Andrew Marwick, a member of the public, forward to speak.

Mr. Andrew Marwick, Phoenix, reiterated the comments of Vice Mayor Knaack and Councilmember Chavira. He said the city has a multi-million dollar investment in this airport and keep the restaurant open is a smart move.

Mayor Weiers commented that he was a pilot and does fly out of Glendale Airport frequently. He said with the cost of gas, it is very expensive to fly. Without a restaurant at Glendale Airport, it is difficult to get pilots to come to the airport. With planes not flying out of the airport and people

not coming to the restaurant to see the planes flying, it takes a long time to turn the business around.

ORDINANCE NO. 2839 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE GLENDALE AIRPORT RESTAURANT LEASE WITH LEFT SEAT WEST AT GLENDALE, INC. FOR OPERATING A RESTAURANT IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

It was moved by Councilmember Sherwood, and seconded by Councilmember Martinez, to approve Ordinance No. 2839 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Vice Mayor Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": Councilmember Alvarez.

NEW BUSINESS

14. REAPPOINTMENT OF PRESIDING CITY JUDGE ELIZABETH FINN
PRESENTED BY: Jim Brown, Interim Executive Director, Human Resources & Risk Management

This is a request for the City Council to reappoint Presiding City Judge Elizabeth Finn to a two-year term. Her current term expires March 25, 2013.

Mr. Brown said Judge Finn has served as presiding judge since 2003 and is eligible for reappointment to a two year term. Judge Finn was unanimously recommended reappointment by the Judicial Selection Advisory Board.

Councilmember Alvarez said she had no problem with reappointment, but she did have a problem with an increase in salary for Judge Finn. She said although she did deserve a pay increase, all the other employees deserved a raise as well. She also mentioned that the other judges' pay would increase as well and said the city does not have the money to do that.

Councilmember Martinez asked the last time Judge Finn received a raise and how that compared to other judges in the Valley. Mr. Brown said Judge Finn has not had a pay increase at least in the last five years. He said as far as base salary, she is not number 1 in the rankings. Councilmember Martinez expressed concern over not giving her and the other judges a raise, as the city could lose valuable employees. He said an increase is warranted.

Councilmember Alvarez asked when the last time the other employees received a raise. Mr. Brown said non-represented employees last received a raise in 2008. Councilmember Alvarez asked if they approve the raise for Judge Finn, would they still be laying off employees. Mayor Weiers said the layoffs would be approved by council, and Mr. Brown would not be making that decision. Mr. Skeete said no layoffs are planned to happen. He said they are in process of gathering information for next year's budget and until they have all the information, no recommendations can be made. Councilmember Alvarez said the employees deserved an

explanation on whether or not there would be layoffs. Mayor Weiers said there was a point of order. Councilmember Alvarez withdrew her question.

Councilmember Martinez said the ratings that came in for Judge Finn, from her peers, attorneys, other judges and even individuals who had appeared in her court, were outstanding. He said she has done an excellent job for the city, turning the court around.

Councilmember Alvarez said she is not questioning the job Judge Finn is doing. She wants to make a point that she thinks everyone deserves a raise.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Chavira, to approve to reappoint Presiding City Judge Elizabeth Finn to a two-year term. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": Councilmember Alvarez.

15. APPOINTMENT OF CITY JUDGE
PRESENTED BY: Jim Brown, Interim Executive Director, Human Resources & Risk Management

This is a request for the City Council to appoint a City Judge to a two-year term due to the retirement of a current City Judge (Jean Baxter) effective February 8, 2013.

Mr. Brown said the Judicial Selection Advisory Board approved four candidates to be considered by the council for selection as a new City Judge.

Councilmember Sherwood asked that Mr. Mead provide an overview of the process to select the new City Judge as there were originally 48 applicants. Mr. Mead provided an overview of the judicial selection process.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Chavira, to appoint Manuel Delgado as City Judge to a two-year term. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to hold a City Council Workshop at 1:30 p.m. in the City Council Chambers on Tuesday, March, 5th, 2013, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. Secondly, that the regularly scheduled city council meeting on Tuesday, March 12, 2013 be vacated due to the National League of Cities Congressional City Conference. Lastly, hold a City Council Workshop on Tuesday, March 19, 2013 at 1:30 p.m. in the City Council Chambers to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Ken Jones, Ocotillo District, welcomed the new Councilmembers. He spoke about the DARE program being cancelled. He said the Police Chief said it costs $100,000 to pay for a DARE

officer including all equipment. Previously, there were two DARE officers in the schools. He compared this cost to the $25 million cost the council is willing to pay to the NHL. He also spoke about the money paid to attorneys and consultants to fight the casino project.

Leonard Escudero, Ocotillo District, spoke about the 2015 Super Bowl. He commented on the flyovers they had at the last Super Bowl. He said the Apache Attack Helicopter that was manufactured in Arizona is the symbol of the American war fighter. He was trying to solicit support for a flyover of the Apache Helicopter at the halftime show during the 2015 Super Bowl. He was trying to obtain an endorsement from the council and other city councils to have the Apache Helicopter featured during the Super Bowl.

Andrew Marwick, Phoenix, spoke regarding the restaurant at the airport, as well as, the Coyotes and commented about stores already closing at Westgate. He said the new council has gotten down to business and is dealing with a lot of issues that should have been dealt with a long time ago. He talked about the transportation priorities of the city into the future.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Alvarez expressed disappointment with the answers she received to the issue of the outstanding water bill. She said the residents of Glendale deserve to know everything that is going on with their money. She is going to speak up on the things she sees that are wrong.

Mayor Weiers said there were five events held in Glendale this weekend. He said traffic was backed up at Glendale Avenue and Loop 101 and that was great because it meant revenue for the city. Some of the events were Boy Scouts Jamboree, the RV show, the Sportsman's Expo and the ADCO manufacturing show. The last event was spring training and there were many wonderful events going on in the city.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:17 p.m.

_____

Pamela Hanna - City Clerk

MINUTES OF THE
GLENDALE CITY COUNCIL
SPECIAL MEETING AND EXECUTIVE SESSION
Council Chambers
5850 West Glendale Avenue
March 5, 2013
4:00 p.m.

The meeting was called to order by Mayor Jerry P. Weiers. Vice Mayor Yvonne J. Knaack and the following Councilmembers were present: Norma S. Alvarez, Samuel U. Chavira, Ian Hugh, Manuel D. Martinez and Gary D. Sherwood.

Also present were Horatio Skeete, Acting City Manager; Jamsheed Mehta, Interim Assistant City Manager; Deborah Robberson, Deputy City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance and a moment of silence was observed.

It was moved by Knaack and seconded by Martinez to move to Executive Session in B-3 on the Acting City Manager Performance Evaluation.

A short discussion occurred regarding including the City Clerk Performance Review in the motion.

It was moved by Knaack and seconded by Martinez to move to Executive Session in B-3 on both agenda items nos. 1 and 2.

The motion passed unanimously.

1. ACTING CITY MANAGER PERFORMANCE EVALUATION.
   Discuss, consider, and take possible action regarding the employment, assignment, appointment, promotion, demotion, dismissal, compensation and benefits, disciplining or resignation of the Acting City Manager.

2. CITY CLERK PERFORMANCE EVALUATION.
   Discuss, consider, and take possible action regarding the employment, assignment, appointment, promotion, demotion, dismissal, compensation and benefits, disciplining or resignation of the City Clerk.

EXECUTIVE SESSION

CITIZEN COMMENTS

No comments

COUNCIL COMMENTS AND SUGGESTIONS

No comments

ADJOURNMENT: 7:28 p.m.

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **BOARDS, COMMISSIONS & OTHER BODIES**
Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Citizens Bicycle Advisory Committee

Michael Wood – Vice Chair	Barrel	Appointment	03/26/2013	03/05/2014

Citizens Transportation Oversight Commission

James Grose	Cholla	Appointment	03/26/2013	03/25/2015
Vincent Abeyta – Chair	Cholla	Reappointment	03/26/2013	03/25/2014

Community Development Advisory Committee

Arthur Swander Jr. - Chair	Ocotillo	Appointment	03/26/2013	04/26/2014
Cherie Hudson – Vice Chair	Yucca	Appointment	03/26/2013	04/26/2014

Historic Preservation Commission

Marlene Versluis	Barrel	Reappointment	04/13/2013	04/13/2015
Sharon Wixon	Cactus	Appointment	04/13/2013	04/13/2015
Jacoba Worsdell – Chair	Ocotillo	Reappointment	04/13/2013	04/13/2014
Nancy Lenox – Vice Chair	Barrel	Reappointment	04/13/2013	04/13/2014

Judicial Selection Advisory Board

Judge Ann Scott Timmer		Reappointment	04/23/2013	04/23/2016

Library Advisory Board

Bernadette Bolognini	Ocotillo	Reappointment	04/13/2013	04/13/2015
Paula Wilson	Mayoral	Appointment	03/26/2013	04/13/2014

Parks & Recreation Advisory Commission

Mike Buettner – Vice Chair	Cholla	Appointment	03/26/2013	04/09/2014

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**PLANNING COMMISSION RECOGNITION OF COUNCILMEMBER GARY D. SHERWOOD**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by the Government Services Committee for City Council to recognize Councilmember Gary D. Sherwood for his service on the Planning Commission.

Councilmember Sherwood will be present to accept the Certificate of Recognition.

Background Summary

Councilmember Sherwood served on the Planning Commission from 2009 to 2013. From March 27, 2012 through January 15, 2013, he served as Chair. Over the course of his term, Councilmember Sherwood provided leadership over many land use applications. Significant accomplishments include the approval of new projects in the Sports and Entertainment District and several Zoning Text Amendments.

The Planning Commission was instrumental in guiding new development at key locations over the past four years.

Issuance of a Certificate of Recognition will acknowledge the achievements of Councilmember Sherwood for his years of service on the Planning Commission.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**DISTINGUISHED BUDGET AWARD FOR FY 2012-13 BUDGET DOCUMENT**
Staff Contact:	**Sherry M. Schurhammer, Executive Director, Financial Services Department**

Purpose and Recommended Action

This is a request for City Council to accept the Distinguished Budget Award for the FY 2012-13 Budget Book.

Ms. Sherry Schurhammer, Executive Director of the Financial Services Department, will present the award.

Background Summary

Each year the annual budget book is prepared to provide complete, readily available information for Council, citizens, media, bond-rating agencies, and other public entities. Preparation of the annual budget book reflects positively on a local government's financial management by providing complete public disclosure of its financial condition. It provides valuable information on topics as diverse as revenue and expenditure plans for the current fiscal year's operating and capital budgets, the 10-year capital improvement plan, current and future debt service obligations for existing operating and capital debt, and performance measures.

The Government Finance Officers Association of the United States and Canada recently awarded the city with its Distinguished Budget Award for the FY 2012-13 budget book. This award is presented to the city for the 25th consecutive year.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**SPECIAL EVENT LIQUOR LICENSES, CHOIR BOYS SOCIAL CLUB**
Staff Contact:	**Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve two special event liquor licenses for the Choir Boys Social Club. The events will be held at University of Phoenix Stadium located at 1 North Cardinals Drive on April 6, 25, 26, 27 and 28, 2013. The purpose of these special event liquor licenses is for fundraising.

Staff is requesting Council to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

If these applications are approved, the total number of days expended by this applicant will be five of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**3/26/2013**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**SPECIAL EVENT LIQUOR LICENSES, CHOIR BOYS SOCIAL CLUB**

General Information

Request: Special Event Liquor Licenses

Location: 1 North Cardinals Drive

District: Yucca

Zoned: PAD (Planned Area Development)

Applicant: Jesse Jerry Martinez

Owner: Choir Boys Social Club

Background

1. The events will be held on Saturday, April 6, from 11 a.m. to 5 p.m.; Thursday, April 25, from 4 p.m. to 9 p.m.; Friday, April 26, from 4 p.m. to 11 p.m.; Saturday, April 27, from 11 a.m. to 11 p.m.; and Sunday, April 28, 2013, from noon to 6 p.m.

2. The total number of days expended by this applicant will be five out of the allowed 10 days per calendar year.

3. The purpose of these events is for fundraising at the Super Trucks Pit Party on April 6th and the Big Red Rib and Music Festival to be held April 25th - 28th.

4. Proceeds from these special events go to the Choir Boys LEMC, Arizona Cardinals Football Club, and Rojo Hospitality Group, LLC.

Review/Analysis

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Choir Boys Social Club

2. Non-Profit/I.R.S. Tax Exempt Number: [redacted]

3. The organization is a: (check one box only)

   ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☐ on-site consumption ☐ off-site consumption (auction) ☐ both

   Fund raising opportunity for the Choir Boys and an economic impact event for the City of Glendale

5. Location of the event: U of P Stadium Great Lawn 1 Cardinals Dr. | Glendale | Maricopa | 85305
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: Martinez (Last) | Jesse (First) | Jerry (Middle) | [redacted] (Date of Birth)

7. Applicant's Mailing Address: [redacted]
   Street | City | State | Zip

8. Phone Numbers: ( ) _____ Site Owner # | (602) 377-2669 Applicant's Business # | [redacted] Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	4/25/2013	Thursday	4 pm	9 pm
Day 2:	4/26/2013	Friday	4 pm	11 pm
Day 3:	4/27/2013	Saturday	11 am	11 pm
Day 4:	4/28/2013	Sunday	12 pm	6 pm
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☑ YES ☐ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name CHOIR BOYS LEMC — 25% Percentage

Address PO BOX 5056 Peoria, AZ 85385

Name Arizona Cardinals Football Club — 47% Percentage

Address 8701 S. Hardy Drive Tempe, AZ 85284

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2-12 # Police ☑ Fencing
12-40 # Security personnel ☐ Barriers

Glendale Police Thursday 2, Friday 6-12, Saturday 6-12, Sunday 6. Times will be staggered w/maximum #'s during concert times

SAFE Security Thursday 12, Friday 15-40, Saturday 15-40, Sunday 20. Times will be staggered w/maximum #'s during concert times

Also present will be an Alcohol Compliance team from Ethical Equations checking for underage drinking. 6" chain link fence on perimeter.

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name : **Rojo Hospitality Group LLC** **28%**

Percentage

Address: **1 Cardinals Drive Glendale, Arizona 85305**

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Jesse Jerry Martinez (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) | President, Regional 1 (Title/Position) | 2/11/2013 (Date) | (602) 377-2669 (Phone #)

State of Arizona County of Maricopa

Notary Public State of Arizona
Maricopa County
Charlene E Liegner
My Commission Expires 01/08/2015

The foregoing instrument was acknowledged before me this 02 (Day) 11 (Month) 13 (Year)

My Commission expires on: 01.08.15 (Date) _____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Jesse Jerry Martinez (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

State of Arizona County of Maricopa

Notary Public State of Arizona
Maricopa County
Charlene E Liegner
My Commission Expires 01/08/2015

The foregoing instrument was acknowledged before me this 02. (Day) 11. (Month) 13 (Year)

My commission expires on: _____ (Date) _____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

Big Red Rib & Music Festival Parking - Carparks Orange Lot

RC - Rib Cookers
*BT - Beer Truck
*VIP Tent
*Only area serving alcohol

SPECIAL EVENT LIQUOR APPLICATION

City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Account # 50009473

Event Information

Event Business Location Name: BIG RED RIB & MUSIC FESTIVAL @ UofP STADIUM

Event Address: 1 CARDINALS DRIVE GLENDALE AZ 85305 - GREAT LAWN

Name of person filling out this form: MIKE STEVENSON

Phone Number: 623 433 7636 Address: 1 CARDINALS DRIVE GLENDALE AZ 85305

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☑ Other ASST. GM

If different from the person filling out this form, provide event contact person below,

Event Contact Name: JOHN DRUM - ROJO EVENT MANAGEMENT

Phone Number: 623 433 7733 Address: 1 CARDINALS DRIVE GLENDALE AZ 85305

What is their relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☑ Other _____

If "Other," please describe your relationship to the business: VP OPERATIONS

Event Sponsor Information

Organization Name: _____

Organization Address: _____

Federal ID Number: _____

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	4-25-13	4pm - 9pm	Day 6:		
Day 2:	4-26-13	4pm - 11pm	Day 7:		
Day 3:	4-27-13	11am - 11-PM	Day 8:		
Day 4:	4-28-13	12pm - 6pm	Day 9:		
Day 5:			Day 10:		

Event Activities

Patron Dancing ☑ Yes ☐ No Cover Charge ☐ Yes ☑ No If yes, Amount $_____

Live Entertainment ☑ Yes ☐ No If yes, Type BANDS

Adult Entertainment ☐ Yes ☑ No Outdoor dining ☑ Yes ☐ No

Food Served ☑ Yes ☐ No Outdoor Alcohol Consumption ☑ Yes ☐ No

FOR CITY USE ONLY

GASE1011
Print version 04/2010-1

Account#

Event Fencing

Will there be fencing? ☑ Yes ☐ No

If yes: Type of Material CHAIN LINK Height of Fence 6'

Number of Exit Gates 4 Width of Exit Gate(s) 12'

Event Parking

Is Parking Area Exclusively for this Location? ☑ Yes ☐ No If yes: How many parking spaces? 8000+

Will any part of the event be in a Parking Lot? ☐ Yes ☑ No Shared with other businesses? ☐ Yes ☑ No

Will there be Vendors Outside? ☐ Yes ☑ No If yes: How many ?_____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? ☐ Yes ☑ No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

Please note that approval of a Permit does not guarantee that you will be issued a liquor license.

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? ☐ Yes ☑ No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

(Signature of person filling out this form)

2-15-13

(Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION

ATTACHMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Choir Boys Social Club
2. Non-Profit/I.R.S. Tax Exempt Number: [redacted]
3. The organization is a: (check one box only)
   - ☑ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Religious
   - ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   Fund raising opportunity for the Choir Boys and an economic impact event for the City of Glendale

5. Location of the event: U of P Stadium East Lot | 1 Cardinals Drive | Glendale | Maricopa | 85305
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: Martinez (Last) | Jesse (First) | Jerry (Middle) | [redacted] (Date of Birth)
7. Applicant's Mailing Address: [redacted]
   Street | City | State | Zip
8. Phone Numbers: ( ) Site Owner # | (602) 377-2669 Applicant's Business # | [redacted] Applicant's Home #
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	4/06/2013	Saturday	11 am	5 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Choir Boys LEMC — 25 % Percentage

Address PO BOX 5056 Peoria, AZ 85385

Name Arizona Cardinals Football Club — 47 % Percentage

Address 8701 S. Hardy Drive Tempe, AZ 85284

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☑ Fencing
6 # Security personnel ☐ Barriers

Glendale police will be present along with personnel from SAFE Security

Also present will be an Alcohol Compliance team from Ethical Equations checking for underage drinking

The area will be enclosed with a 6' chain link fence

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name : **Rojo Hospitality Group LLC** **28%**

Percentage

Address: **1 Cardinals Drive Glendale, Arizona 85305**

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Jesse Jerry Martinez (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) President, Regional 1 (Title/Position) 2/14/2013 (Date) (602) 377-2669 (Phone #)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 02. 14. 13 (Day Month Year)

Notary Public State of Arizona
Maricopa County
Charlene E Liegner
My Commission Expires 01/08/2015

My Commission expires on _____ (Date) _____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Jesse Jerry Martinez (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 02. 14. 13 (Day Month Year)

Notary Public State of Arizona
Maricopa County
Charlene E Liegner
My Commission Expires 01/08/2015

My commission expires on _____ (Date) _____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

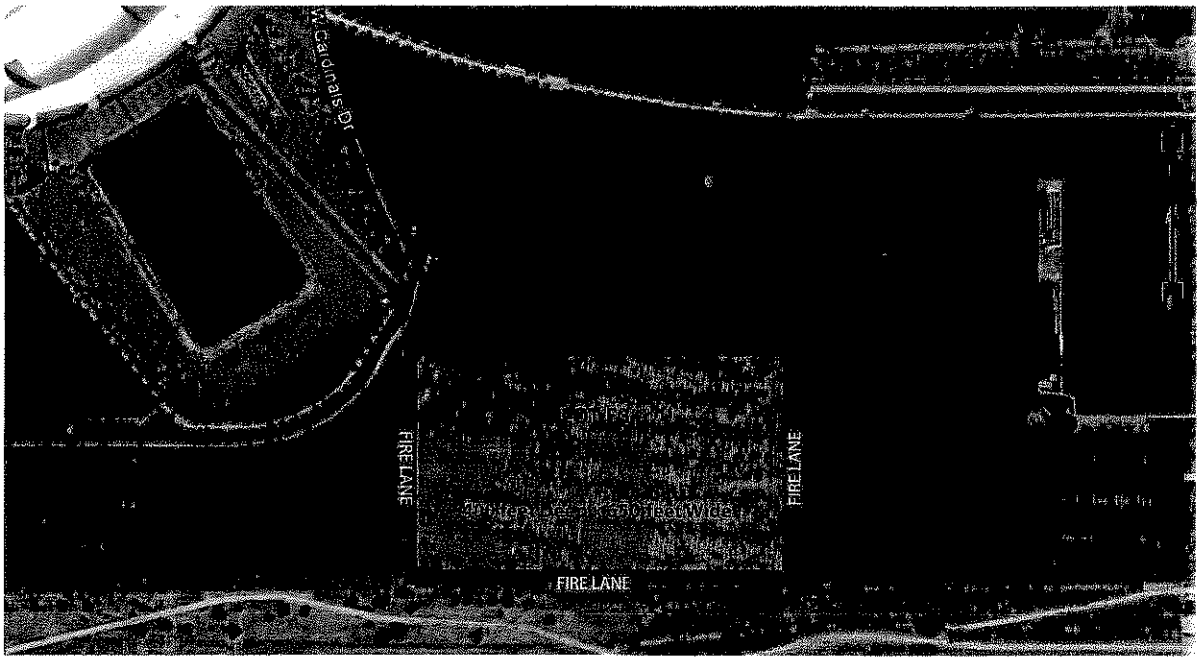
Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)



PRIDE GROUP

480.663.3911 | PrideGroup.us

Client:
Robby Gordon Motorsports

Project / Job:
Stadium Super Trucks

Drawing Name:
Aerial View of Site

P Number: P1713

Date:
2013.02.09

Revision:
1.0

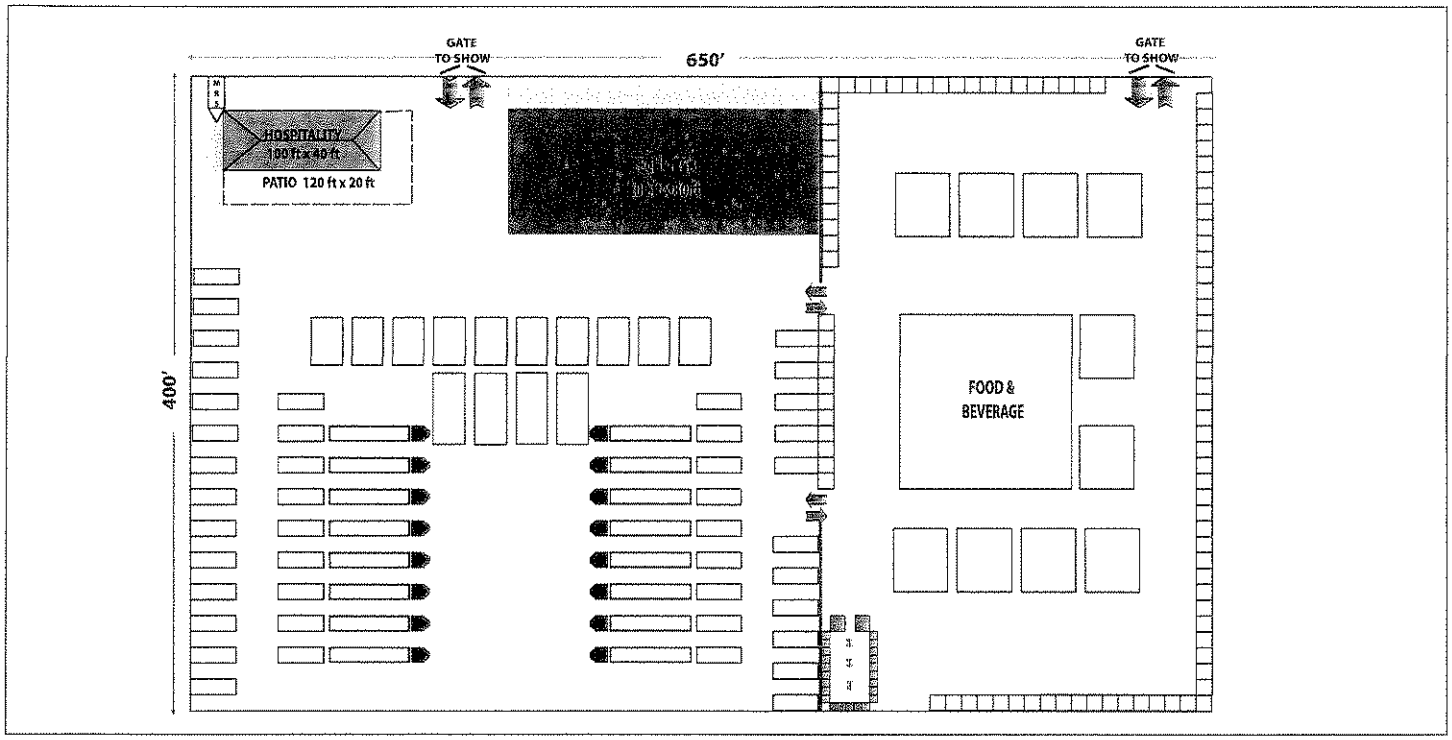
Drawn By:
R. M. Corwin

Page #: 1 of 4

LEGEND

N

MAP NOT TO SCALE



PRIDE GROUP

480.663.3911 | PrideGroup.us

Client:
Robby Gordon Motorsports
Project / Job:
Stadium Super Trucks
Drawing Name:
Ultimate Tailgate Party
P Number: P1713

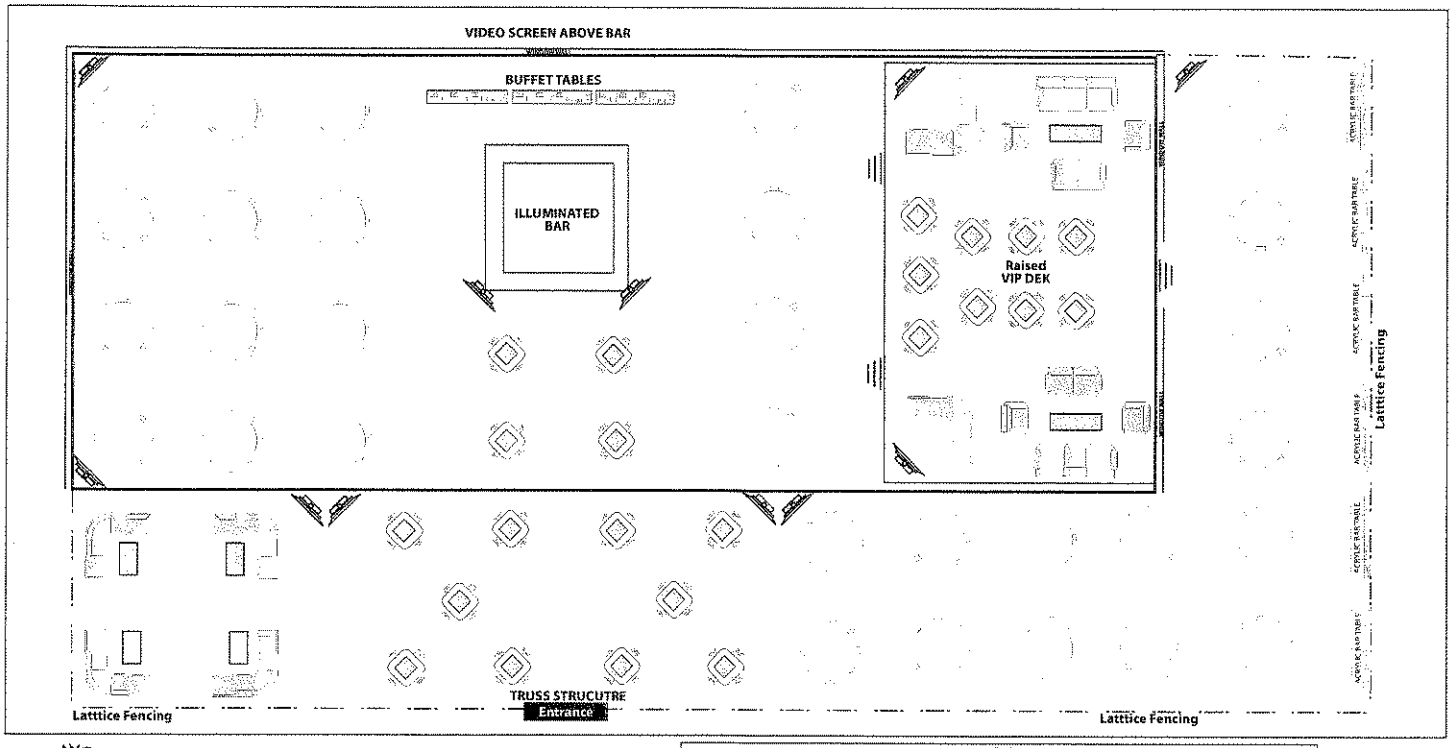
Date:
2013.02.09
Revision:
1.0
Drawn By:
R. M. Corwin
Page #: 2 of 4

LEGEND

70' Semi & Tent
Mobile Restroom Suite
Sink/Sanatizer
Premium Toilet
Premium ADA
10 x 10 Tent
10 x 30 Tent
40 x 40 Tent
20 x 40 Tent
20 x 30 Tent

N

MAP NOT TO SCALE



PRIDE GROUP

480.663.3911 | PrideGroup.us

Client:
Robby Gordon Motorsports

Project / Job:
Stadium Super Trucks

Drawing Name:
Hospitality Tent Layout

P Number: P1713

Date:
2013.02.09

Revision:
1.0

Drawn By:
R. M. Corwin

Page #: 3 of 4

LEGEND

40' x 100' Mini Clearspan Structure
20' x 140' Lattice Patio Area
24' x 40' Raised VIP Deck
Window Wall on Three Sides - Open to Front Patio
Video Image Projected on Tent Ceiling above bar/buffet

N

MAP NOT TO SCALE

SPECIAL EVENT LIQUOR APPLICATION

City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Account # 50009473

Event Information

Event Business Location Name: STADIUM SUPER TRUCKS PIT PARTY @ UofP STADIUM

Event Address: 1 CARDINALS DRIVE GLENDALE AZ 85305 - E LOT

Name of person filling out this form: MIKE STEVENSON

Phone Number: 623 433 7636 Address: 1 CARDINALS DRIVE GLENDALE AZ 85305

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other ASST. GM

If different from the person filling out this form, provide event contact person below,

Event Contact Name: SCOTT NORTON - GLOBAL SPECTRUM

Phone Number: 623 433 7108 Address: 1 CARDINALS DRIVE GLENDALE AZ 85305

What is their relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other _____

If "Other," please describe your relationship to the business: DIRECTOR OF MARKETING

Event Sponsor Information

Organization Name: _____

Organization Address: _____

Federal ID Number: _____

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	4-06-13	11AM - 5PM		Day 6:	
Day 2:				Day 7:	
Day 3:				Day 8:	
Day 4:				Day 9:	
Day 5:				Day 10:	

1st per Mike Stevenson email

Event Activities

Patron Dancing ☐ Yes ☒ No Cover Charge ☐ Yes ☒ No If yes, Amount $_____

Live Entertainment ☐ Yes ☒ No If yes, Type _____

Adult Entertainment ☐ Yes ☒ No Outdoor dining ☐ Yes ☐ No

Food Served ☒ Yes ☐ No Outdoor Alcohol Consumption ☒ Yes ☐ No

FOR CITY USE ONLY

GASE1011
Print version 04/2010-1

Account#

Event Fencing

Will there be fencing? ☑ Yes ☐ No

If yes: Type of Material CHAIN LINK Height of Fence 6'

Number of Exit Gates 4 Width of Exit Gate(s) 12'

Event Parking

Is Parking Area Exclusively for this Location? ☑ Yes ☐ No If yes: How many parking spaces? 3000 +

Will any part of the event be in a Parking Lot? ☑ Yes ☐ No Shared with other businesses? ☐ Yes ☑ No

Will there be Vendors Outside? ☐ Yes ☐ No If yes: How many ?_____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? ☐ Yes ☑ No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

Please note that approval of a Permit does not guarantee that you will be issued a liquor license.

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? ☐ Yes ☑ No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

(Signature of person filling out this form) 2-15-13 (Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION

ATTACHMENT

13-21

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **3-1-13**

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Choir Boys Social Club**

Business Address: **P.O.Box 5056, Peoria, AZ (Event at Great Lawn, U of P Stadium)**

Applicant/s Information

Name: **Martinez, Jesse Jerry**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/1/2012	Other Suites	New ownership call history beginning:
Liquor Related	13		
Vice Related			
Drug Related	3		
Fights / Assaults	41		
Robberies			
Burglary / Theft	37		
911 calls	1		
Trespassing	20		
Accidents	11		
Fraud / Forgery	7		
Threats			
Criminal damage	7		
Other non-criminal*	36		
Other criminal	22		
Total calls for service	**198**	**N/A**	**N/A**

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Proceeds from this special event go to the Choir Boys Social Club (charitable group), Rojo Hospitality Group, and the Arizona Cardinals Football Club.

Events dates are scheduled for 04-25-13 (Thur), 04-26-13 (Fri), 04-27-13 (Sat), 04-28-13 (Sun). Big Red Rib & Music Festival.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	3-1-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	5213	3/4/2013

13-21

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **3-1-13**

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Choir Boys Social Club**

Business Address: **P.O.Box 5056, Peoria, AZ (Event at East Lot, U of P Stadium)**

Applicant/s Information

Name: **Martinez, Jesse Jerry**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/1/2012	Other Suites	New ownership call history beginning:
Liquor Related	13		
Vice Related			
Drug Related	3		
Fights / Assaults	41		
Robberies			
Burglary / Theft	37		
911 calls	1		
Trespassing	20		
Accidents	11		
Fraud / Forgery	7		
Threats			
Criminal damage	7		
Other non-criminal*	36		
Other criminal	22		
Total calls for service	**198**	**N/A**	**N/A**

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Proceeds from this special event go to the Choir Boys Social Club (charitable group), Rojo Hospitality Group, and the Arizona Cardinals Football Club.

Events dates are scheduled for 04-06-13 (Sat). Robby Gordon's Stadium Super Trucks.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	3-1-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	SB	3/4/2013

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS**
Staff Contact:	**Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for St. Joseph Assembly #2126 Knights of Columbus. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, April 20, 2013, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a fundraiser.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**3/26/2013**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS**

General Information

Request: Special Event Liquor License

Location: 5510 West Cholla Street

District: Barrel

Zoned: R1-7 (Single Family Residential)

Applicant: Donald J. Gorny

Owner: St. Joseph Assembly #2126 Knights of Columbus

Background

1. The event will be held on Saturday, April 20, 2013, from 6 p.m. to 11 p.m.

2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.

3. The purpose of this event is for a fundraiser dinner.

4. Proceeds from this special event go to the St. Joseph Assembly #2126 Charitable Activities.

Review/Analysis

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

> **COMMUNITY AND ECONOMIC DEVELOPMENT:** Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: St. Joseph Assembly #2126 Knights of Columbus
2. Non-Profit/I.R.S. Tax Exempt Number: [redacted]
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☒ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Fundraiser
5. Location of the event: 5510 W. Cholla St; Glendale, Maricopa, 85304
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** Gorny (Last) Donald (First) J. (Middle) [redacted] (Date of Birth)
7. Applicant's Mailing Address: [redacted]
   Street | City | State | Zip
8. Phone Numbers: (623) 979-4202 (Site Owner #) (623) 486-9445 (Applicant's Business #) [redacted] (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	4/20/13	SAT	6:00 PM	11:00 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Lic 0106 05/2004

***Disabled inividuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ■ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ■ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
St. Joseph Assembly #	2126	Charitable Activities 100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____# Police ☐ Fencing
2 # Security personnel ☐ Barriers

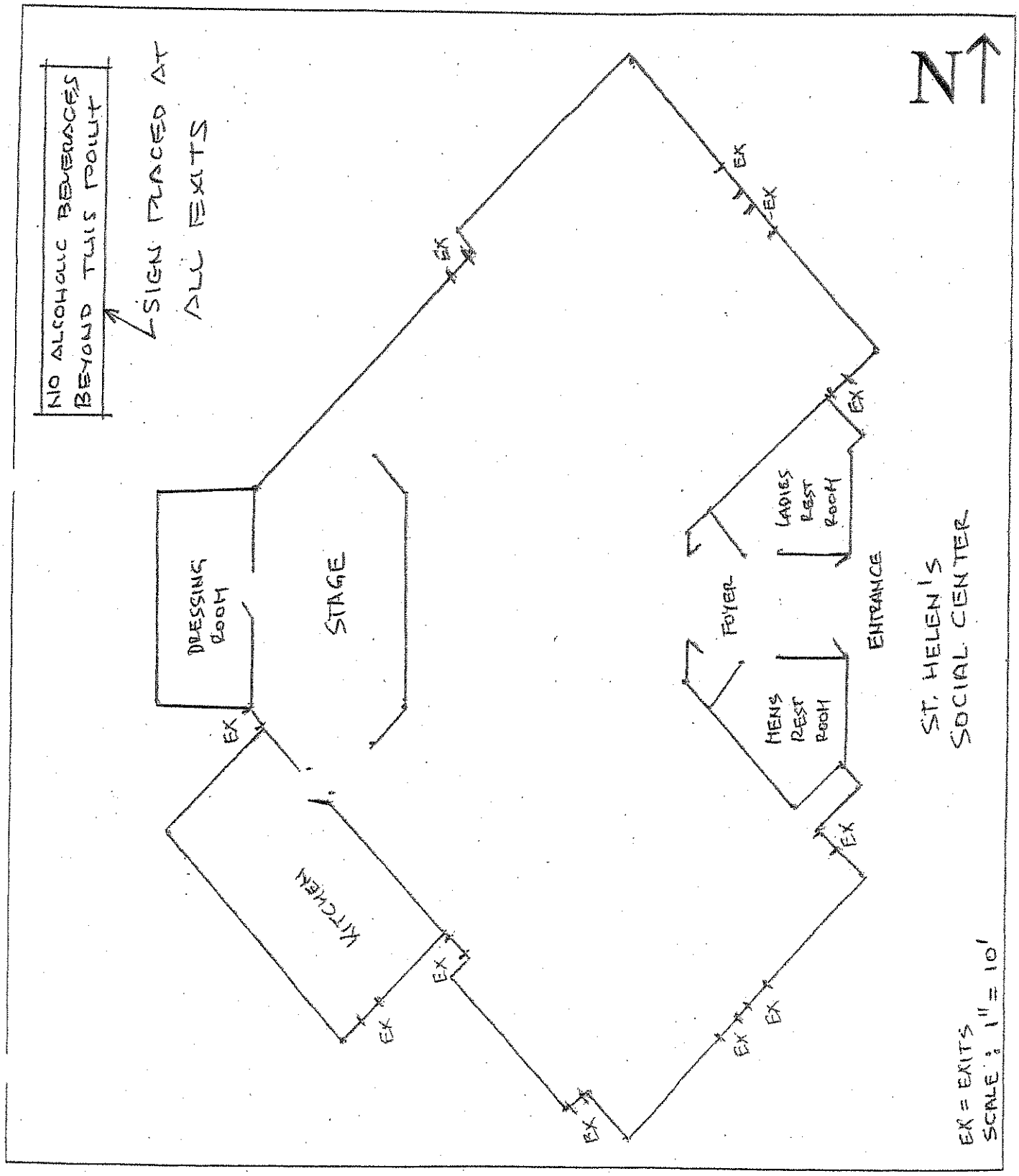
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ■ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Donald J. Gorny, declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

(Print full name)

X Donald J Gorny (Signature) PFN (Title/Position) 2/19/13 (Date) (623) 930-0018 (Phone #)

Kellie Lynn Smith
Notary Public
Maricopa County, Arizona
My Comm. Expires 9-25-14

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19 (Day) February (Month) 2013 (Year)

My Commission expires on: September 25, 2014 (Date) Kellie Lynn Smith (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Donald J. Gorny, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

(Print full name)

X Donald J Gorny (Signature)

Kellie Lynn Smith
Notary Public
Maricopa County, Arizona
My Comm. Expires 9-25-14

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 19 (Day) February (Month) 2013 (Year)

My commission expires on: September 25, 2014 (Date) Kellie Lynn Smith (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

SPECIAL EVENT LIQUOR APPLICATION

City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Account #

Event Information

ST. HELEN PARISH

Event Business Location Name: ST. JOSEPH ASSEMBLY 2126 KNIGHTS of COLUMBUS

Event Address: 5510 W. CHOLLA ST.

Name of person filling out this form: DONALD J. GORNY / LITCHFIELD PARK

Phone Number: 623-930-0018 Address: [redacted]

What is your relationship to the business? ☑ Agent ☐ Owner ☐ Attorney ☐ Consultant ☐ Other _____

If different from the person filling out this form, provide event contact person below,

Event Contact Name: _____

Phone Number: _____ Address: _____

What is their relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☐ Other _____

If "Other," please describe your relationship to the business: _____

Event Sponsor Information

Organization Name: ST. JOSEPH ASSEMBLY #2126 KofC

Organization Address: 5410 W. CHOLLA ST

Federal ID Number: [redacted]

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	4/20/13	6:00-11:00 PM	Day 6:		
Day 2:			Day 7:		
Day 3:			Day 8:		
Day 4:			Day 9:		
Day 5:			Day 10:		

Event Activities

Patron Dancing ☐ Yes ☑ No Cover Charge ☐ Yes ☑ No If yes, Amount $ -0-

Live Entertainment ☐ Yes ☑ No If yes, Type _____

Adult Entertainment ☐ Yes ☑ No Outdoor dining ☐ Yes ☑ No

Food Served ☑ Yes ☐ No Outdoor Alcohol Consumption ☐ Yes ☑ No

FOR CITY USE ONLY

GASEL011
Print version 04/2010-1

Account#

Event Fencing

Will there be fencing? ☐ Yes ☒ No

If yes: Type of Material _____ Height of Fence _____

Number of Exit Gates _____ Width of Exit Gate(s) _____

Event Parking

Is Parking Area Exclusively for this Location? ☒ Yes ☐ No If yes: How many parking spaces? MORE THAN NEEDED

Will any part of the event be in a Parking Lot? ☐ Yes ☒ No Shared with other businesses? ☐ Yes ☒ No

Will there be Vendors Outside? ☐ Yes ☒ No If yes: How many ?_____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? ☐ Yes ☒ No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

Please note that approval of a Permit does not guarantee that you will be issued a liquor license.

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? ☐ Yes ☒ No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

Daniel J Storm 2/19/2013

(Signature of person filling out this ~~form~~) (Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION

ATTACHMENT

Print version 04/2010-1

13-23

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **02-21-13**

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (St. Joseph Assembly #2126)**

Business Address: **5510 W. Cholla St. (St. Helen Catholic Church)**

Applicant/s Information

Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 2/21/2012	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	2		
Other criminal			
Total calls for service	5	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

100% percent of the proceeds from this Special Event go to the Knights of Columbus. This Special Event License is for a fund raising.

Event is scheduled for 04-20-13 (Sat).

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	2-21-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		2/26/2013

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-8405, GLEN LAKES GOLF COURSE**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for Glen Lakes Golf Course located at 5450 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070431) was submitted by Thomas Warren Harrison, Jr.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

The location of the establishment is in the Barrel District. The property is zoned A-1 (Agricultural District). The population density within a one-mile radius is 19,605. Glen Lakes Golf Course is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	3
12	Restaurant	3
14	Private Club	2
	Total	**15**

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period.

CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**3/26/2013**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**LIQUOR LICENSE NO. 5-8405, GLEN LAKES GOLF COURSE**

General Information

Request: Person-to-Person Transferable

License: Series 7 (Bar - Beer and Wine)

Location: 5450 West Northern Avenue

District: Barrel

Zoned: A-1 (Agricultural District)

Applicant: Thomas Warren Harrison, Jr.

Owner: Arizona Golf Ventures, LLC

Background

1. The 60-day deadline for processing this license was March 23, 2013. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on January 28, 2013.

2. The population density is 19,605 persons within a one-mile radius.

3. The business is over 300 feet from any church or school.

4. Glen Lakes Golf Course is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, January 29 through February 18, 2013.

Review/Analysis

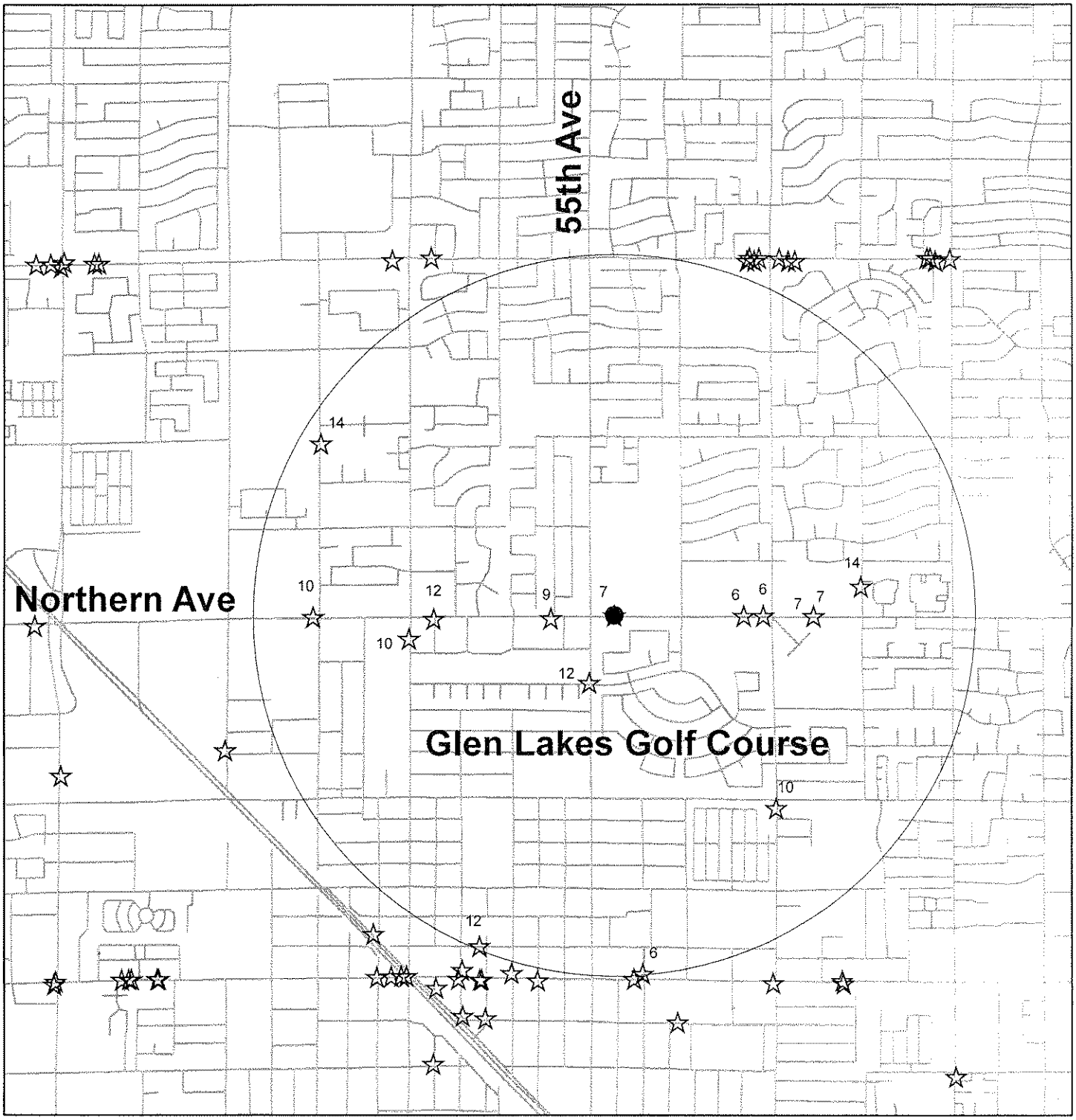
In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person transferable series 7 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

> **COMMUNITY AND ECONOMIC DEVELOPMENT:** Approved the application with no comments.
>
> **POLICE DEPARTMENT:** Recommended no cause for denial.
>
> **FIRE DEPARTMENT:** Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



BUSINESS NAME: Glen Lakes Golf Course

LOCATION: 5450 W. Northern Ave. **ZONING:** A-1

APPLICANT: Thomas Warren Harrison, Jr. **APPLICATION NO:** 5-8405

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N W E S

13-8

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **01-31-13**

License Type: **Series 7 Beer and Wine Bar (Beer and Wine Only)**

Definition: Allows for the sale of beer and wine only, on-premise consumption and packaged goods to go are allowed. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another and moving the license from one premises to another, all within the same county.

Business Name: **Glen Lakes Golf Course**

Business Address: **5450 W. Northern Ave**

Applicant/s Information

Name: **Harrison, Thomas W.**
Name: **Grucza, Paul D.**
Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 1/31/2008	Other Suites	New ownership call history beginning: 1/10/2013
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft	26		
911 calls			
Trespassing	3		1
Accidents	3		
Fraud / Forgery			
Threats	2		
Criminal damage	5		
Other non-criminal*	5		
Other criminal	1		
Total calls for service	**46**	**N/A**	**1**

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other Information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

James Alwier Bellows (Agent)
Bellows Golf Holdings (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

*The State Liquor Board does not consider Calls for Service information involving the previous license holder during their decision making process on "Person-to-Person" license transfers.

Special Concerns:

None found

Background investigation complete:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	1-31-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		2-4-2013

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-9323, SUSHI CATCHER**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Sushi Catcher located at 6334 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12079409) was submitted by Young Ho Kim.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,296. Sushi Catcher is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	6
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	19
	Total	**37**

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period.

CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**3/26/2013**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**LIQUOR LICENSE NO. 5-9323, SUSHI CATCHER**

General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 6334 West Bell Road

District: Sahuaro

Zoned: C-2 (General Commercial)

Applicant: Young Ho Kim

Owner: Sushi Catcher, LLC

Background

1. The population density is 11,296 persons within a one-mile radius.

2. The 300 feet from any church or school rule does not apply to this series license.

3. Sushi Catcher is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, February 12 through March 4, 2013.

Review/Analysis

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Community and Economic Development, Police, and Fire Departments have

reviewed the application and determined that it meets all technical requirements.

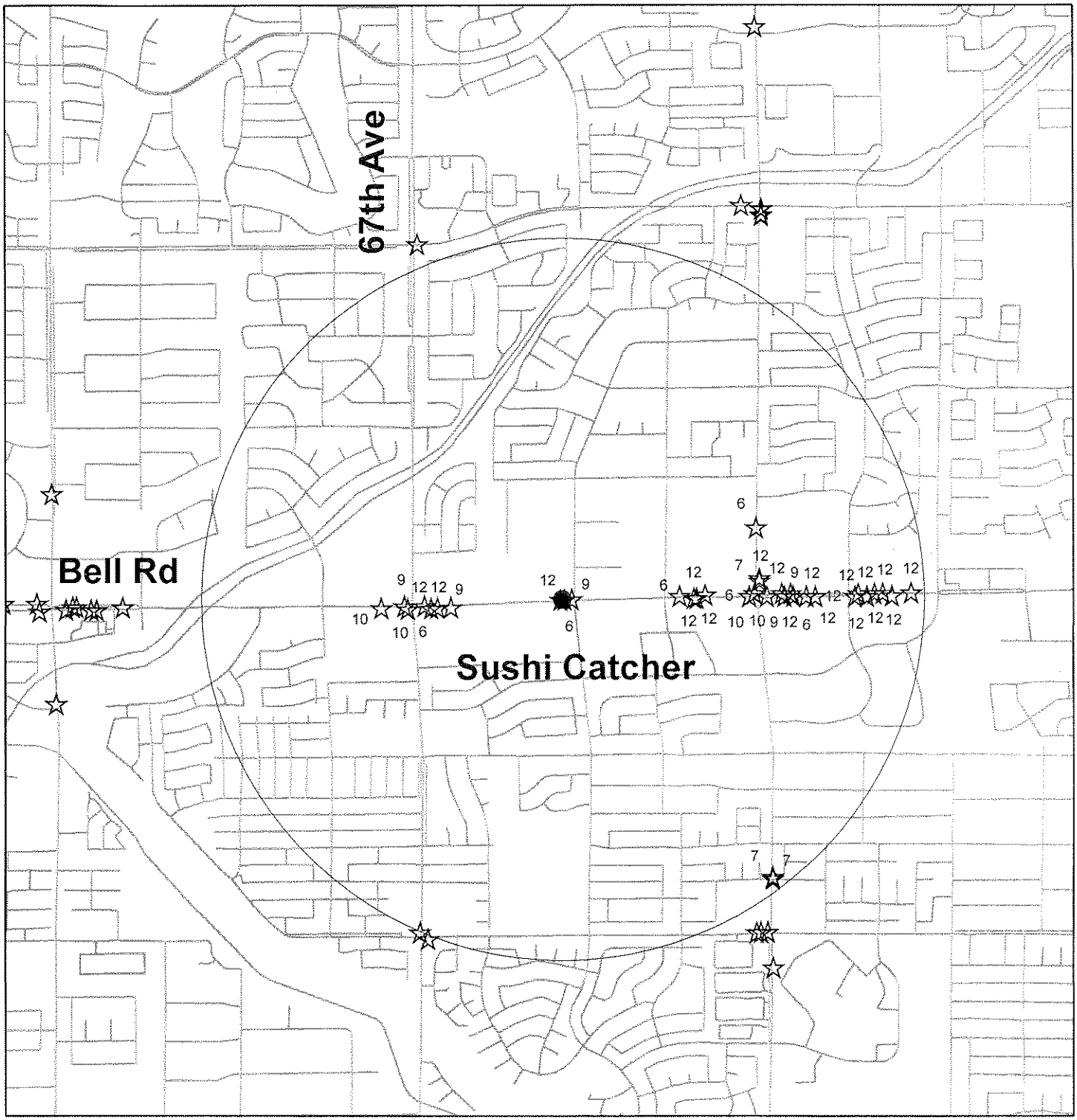
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



BUSINESS NAME: Sushi Catcher

LOCATION: 6334 W. Bell Rd.

ZONING: C-2

APPLICANT: Young Ho Kim

APPLICATION NO: 5-9323

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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13-18

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **02-13-13**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Sushi Catcher**

Business Address: **6334 W. Bell Rd.**

Applicant/s Information

Name: **Kim, Young Ho**
Name: **Kim, Su Jin**
Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 2/13/2008	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	1		
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Total calls for service	2	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Jung Nam Ryu (Agent)
Kaneya Sushi Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	2-14-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	5073	2/15/2013

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-9354, 5030 LOUNGE**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for 5030 Lounge located at 5030 West Peoria Avenue, Suite 101. The Arizona Department of Liquor Licenses and Control application (No. 06070022) was submitted by Theresa June Morse.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

The location of the establishment is in the Barrel District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 19,365. 5030 Lounge is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	1
	Total	**17**

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period.

CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**3/26/2013**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**LIQUOR LICENSE NO. 5-9354, 5030 LOUNGE**

General Information

Request: Person-to-Person Transferable

License: Series 6 (Bar - All Liquor)

Location: 5030 West Peoria Avenue, Suite 101

District: Barrel

Zoned: C-2 (General Commercial)

Applicant: Theresa June Morse

Owner: Brickrow, LLC

Background

1. The population density is 19,365 persons within a one-mile radius.

2. The business is over 300 feet from any church or school.

3. 5030 Lounge is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, February 7 through February 27, 2013.

Review/Analysis

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person transferable series 6 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Community and Economic Development, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

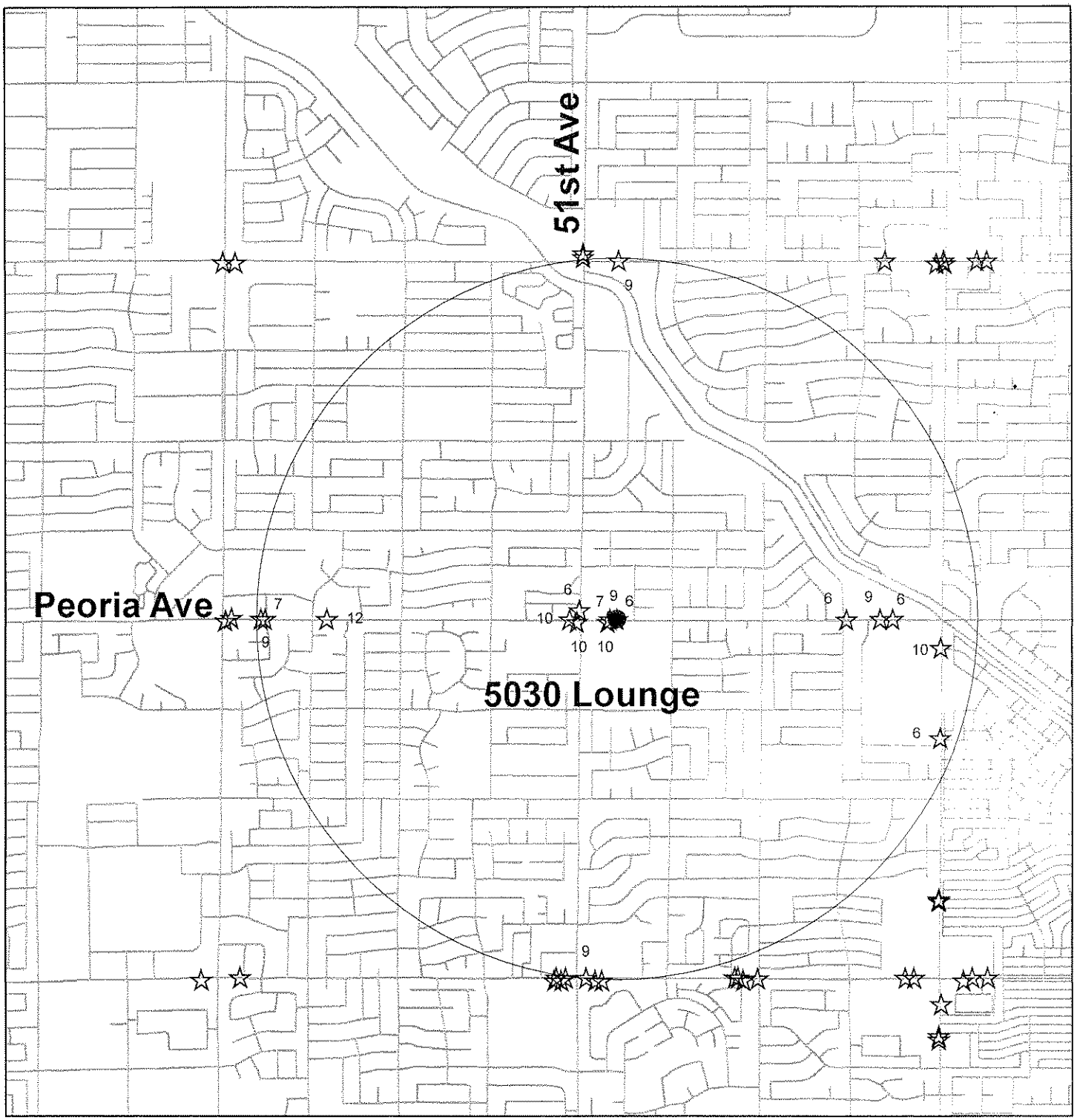
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



BUSINESS NAME: 5030 Lounge

LOCATION: 5030 W. Peoria Ave. Ste. 101 **ZONING:** C-2

APPLICANT: Theresa June Morse **APPLICATION NO:** 5-9354

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

13-16

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **02-13-13**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **5030 Lounge**

Business Address: **5030 W. Peoria Ave.**

Applicant/s Information

Name: **Morse, Theresa J. (Agent)**
Name: **Delos, David E.**
Name: **Delos, Lori L.**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 2/13/2008	Other Suites	New ownership call history beginning: 2/1/2013
Liquor Related	1	2	
Vice Related			
Drug Related		1	
Fights / Assaults	15	8	
Robberies			
Burglary / Theft	2	6	
911 calls			
Trespassing	1	1	
Accidents	1	6	
Fraud / Forgery	1	2	
Threats		5	
Criminal damage		5	
Other non-criminal*	16	15	
Other criminal	1	5	
Total calls for service	**38**	**56**	

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Jimmy Llacuna (Agent)
5030 LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

*The State Liquor Board does not consider Calls for Service information involving the previous license holder during their decision making process on "Person-to-Person" license transfers.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	2-13-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	5243	2/15/2013

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**REQUEST TO PURCHASE REPLACEMENT POLICE PATROL MOTORCYCLES FROM COYOTE HONDA**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to award Invitation for Bid (IFB) 13-33 and authorize the purchase of three new police patrol motorcycles from Coyote Honda in an amount not to exceed $72,352.

Background Summary

This is a request to purchase three new police patrol motorcycles for the Police Department. The Police Department maintains a total of 22 police patrol motorcycles in its fleet. The vehicle replacement schedule for police motorcycles is set at 75,000 miles or seven to eight years of age. These three units will replace two motorcycles that were damaged in accidents and one replacement of a motorcycle that has been in service for eight years. Insurance payments from the damaged motorcycles were deposited into the Vehicle Replacement Fund.

Four bids were received in response to IFB 13-33. Coyote Honda submitted the lowest responsive, responsible offer.

Community Benefit/Public Involvement

Replacement of these motorcycles will ensure the continued reliability of the police motorcycle fleet, and to keep police officers on the street in safe equipment.

Budget and Financial Impacts

Cost	Fund-Department-Account
$72,352	**1120-13610-551400, Vehicle Replacement Fund**

CITY COUNCIL REPORT

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Stuart Kent, Executive Director, Public Works**
Item Title:	**REQUEST TO PURCHASE REPLACEMENT POLICE PATROL MOTORCYCLES FROM COYOTE HONDA**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed purchase of three replacement police patrol motorcycles from Coyote Honda in an amount not to exceed $72,352. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

This is a request to purchase three new police patrol motorcycles for the Police Department. The Police Department maintains a total of 22 police patrol motorcycles in its fleet. The vehicle replacement schedule for police motorcycles is set at 75,000 miles or seven to eight years of age. These three units will replace two motorcycles that were damaged in accidents and one replacement of a motorcycle that has been in service for eight years. Insurance payments from the damaged motorcycles were deposited into the Vehicle Replacement Fund.

ANALYSIS

Replacement of these vehicles will ensure the continued reliability of the police motorcycle fleet, and to keep police officers on the street in safe equipment.

Four bids were received in response to Invitation for Bid (IFB) 13-33. Coyote Honda submitted the lowest responsive, responsible offer.

FISCAL IMPACTS

Funds for this purchase are available in the Fiscal Year 2012-13 Vehicle Replacement Fund.

C-

AGREEMENT FOR

Purchase of three (3) Police Motorcycles

City of Glendale Solicitation No. IFB 13-33

This Agreement for the purchase of three (3) police motorcycles ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Coyote Honda, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 13-33 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $72,352.00, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Coyote Honda
c/o Kris Price
10555 West Papago Freeway
Avondale, AZ 85323

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Dave Harvey
6210 West Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional one-year term. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will only be reviewed during the thirty (30)-day Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Horatio Skeete
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Coyote Honda,
an Arizona corporation

By:
Its: President

(Revised 11/7/11)

EXHIBIT A

Purchase of three (3) Police Motorcycles

PROJECT

[See attached]

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

1.0 INTRODUCTION

The City of Glendale ("City") is issuing an Invitation for Bid ("IFB") to purchase an initial order of 3 Honda motorcycles or as budgetary conditions will permit. These motorcycles will be used by the City's Police Department.

The bidder shall check the YES or NO boxes for each specification on each page of section 1. If the bidder checks the NO box for any specification, the bidder must provide an explanation and alternate information as an attachment to section 3. Failure to comply with the following specifications may result in the rejection of proposal

Item No.	SPECIFICATIONS	Comply
1.1	It is the intent of the City of Glendale to award a contract with an initial order of 3 new **Honda ST13000PA9 Police Motorcycles**	
1.1.1	The units shall be of a quality and prepared for used by the City's Police Department.	
1.1.2	Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical documentation, and supervision for efficient operation.	Yes [X] No [ ]
1.1.3	The motorcycles shall be Honda ST1300P ABS motorcycles, no exceptions without approval. Units shall be bid as complete units with options specified.	Yes [X] No [ ]
1.1.4	This unit, as specified, shall be completely assembled, mounted, and adjusted with all equipment installed and ready for continuous operation upon delivery to the City.	Yes [X] No [ ]
1.2	**Engine Type:** 1261cc liquid-cooled longitudinally mounted 90 degree V-4	Yes [X] No [ ]
1.3	**Bore and Stroke:** 78mm x 66mm	Yes [X] No [ ]
1.4	**Compression Ratio:** 10:8:1	Yes [X] No [ ]
1.5	**Valve Train:** DOHC; 4 valves per cylinder	Yes [X] No [ ]
1.6	**Carburetion:** PGM-FI with automatic enricher circuit	Yes [X] No [ ]
1.7	**Ignition:** Computer controlled digital with three dimensional mapping and electronic advance	Yes [X] No [ ]
1.8	**Transmission:** 5 speed	Yes [X] No [ ]
1.9	**Final Drive:** Shaft	Yes [X] No [ ]
1.10	**Suspension:**	
1.10.1	Front: 45mm HMAS fork; 4.6 inches travel	Yes [X] No [ ]
1.10.2	Rear: HMAS gas-charged single shock with 5 potion spring preload adjustability; 4.8 inches travel	Yes [X] No [ ]

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Item No.	SPECIFICATIONS	Comply
1.11	**Brakes:**	
1.11.1	Front: Dual full-floating 320mm discs with CBS 3-piston calipers	Yes [X] No [ ]
1.11.2	Rear: Single 316mm disc with CBS 3-piston caliper with ABS	Yes [X] No [ ]
1.12	**Tires:**	
1.12.1	Front: 120/70ZR-18	Yes [X] No [ ]
1.12.2	Rear: 170/60ZR-17	Yes [X] No [ ]
1.13	**Wheelbase:** 58.7 inches	Yes [X] No [ ]
1.14	**Rake (Caster Angle):** 26.0 degrees	Yes [X] No [ ]
1.15	**Trail:** 98mm (3.9 inches)	Yes [X] No [ ]
1.16	**Seat Height:** 31.1 inches (+/- 0.6 inches)	Yes [X] No [ ]
1.17	**Fuel Capacity:** 7.7 gallons	Yes [X] No [ ]
1.18	**Color:** White	Yes [X] No [ ]
1.19	**Curb Weight:** 743 pounds	Yes [X] No [ ]
1.20	**Additional Equipment (tax and labor for installation must be included)**	
1.20.1	Sheepskin Seat Cover (Part # SSC-ST)	Yes [X] No [ ]
1.20.2	Front and Rear Crash Bars (Part # 1300-000)	Yes [X] No [ ]
1.20.3	Heated Grips (Part # 0631-0037) (Hot Grips aftermarket brand)	Yes [X] No [ ]
1.20.4	Handlebar Risers (Part # HC0303GP)	Yes [X] No [ ]
1.21	**AEP Equipment Purchase and Installation** AEP is the selected vendor to provide emergency lighting, equipment, and installation. **All costs, including labor, associated with the AEP installation shall be included in the final unit cost.**	
1.21.1	Predator II Red/Blue Dual LED Deck/Grill Light with bracket and 5' cable (Part # EP2DGS1J)	Yes [X] No [ ]
1.21.2	Bracket for EP2DGS1J lights for motorcycle installation (Part # BR0022)	Yes [X] No [ ]
1.21.3	Predator II "Red" Single Surface Mount (SSM) (Part # EP2SSMDBR)	Yes [X] No [ ]
1.21.4	Predator II "Blue" Single Surface Mount (SSM) (Part # EP2SSMDBB)	Yes [X] No [ ]
1.21.5	Surface mount crash bar bracket "Pair" (Parts # PRDSMMLBM)	Yes [X] No [ ]
1.21.6	U-90 100 watt siren control with public address amp for a Honda 1300 motorcycle (Part # U750H)	Yes [X] No [ ]
1.21.7	Cable with remote microphone jack (Part # UCAR)	Yes [X] No [ ]
1.21.8	Standard plug in, noise-canceling, public address microphone for a Federal Signal or Unitrol siren system (max=15) (Part # UMNCT-SB)	Yes [X] No [ ]

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Item No.	SPECIFICATIONS	Comply
1.21.9	100-watt chrome siren speaker for a motorcycle (Part # MC100-02)	Yes [X] No [ ]
1.21.10	Install state bid lighting package, siren, speaker, and wire to operate air horn with public address system (Part # L-ht 1300-sb-1)	Yes [X] No [ ]
1.21.11	MH 13 Mirror Mount for mounting lights on a Honda ST 1300 (Part # 1300-MT)	Yes [X] No [ ]
1.21.12	Auxiliary fuse block (max=50) (Part # AFB400)	Yes [X] No [ ]
1.21.13	Note Pad Holder for a Honda ST1300 (Part # BB-NPH-ST1300)	Yes [X] No [ ]
1.21.14	Custom fabricated remote head radio mount for a Motorola remote head on a Honda ST1300 (Part # AEP-Rem-Head-Radio-Mt)	Yes [X] No [ ]
1.21.15	Chrome mounting bracket (Part # 14.0571)	Yes [X] No [ ]
1.21.16	12-volt DC power outlet with protective red cap (max=50) (Part # 425-2273)	Yes [X] No [ ]
1.21.17	17 foot NMO RG58 coax cable-no mount with 3/8" hole thick plate mount (Part # K794)	Yes [X] No [ ]
1.21.18	Low profile NMO style antenna (Part # MLPV450)	Yes [X] No [ ]
1.21.19	Plug in headlight flasher for a 2006 Ford Crown Victoria (max=20) (Part # ETHIFPO-06+)	Yes [X] No [ ]
1.21.20	Red LED Non-Flashing Prewired Pigtail ¼" mount (Part # 73581)	Yes [X] No [ ]
1.21.21	Stacked dual lamp LEDX LED surface mount light head with a built in flasher unit and black housing, amber/red Not: red is a stop/turn/tail (Part # LXEXB2F-AR-STT)	Yes [X] No [ ]
1.21.22	2 outlet LED multi-pattern strobe flasher unit (max=50) (Part # 11.1005.SF)	Yes [X] No [ ]
1.21.23	Bracket for attaching a Kustom Signal Motorcycle Radar Gun Holder on a Honda 1300ST(Part # BB-BRKT-RGH-HONDA)	Yes [X] No [ ]
1.21.24	PRO Laser Gun Holster with lock (Harley), Black ABS Plastic (Part # 015-0615-03)	Yes [X] No [ ]
1.21.25	Side-by-Side dual lamp LED X/LED surface mount light with a built in flasher unit and black housing, blue/red – Forward Facing in front of radio (Part # LXTABF-BR)	Yes [X] No [ ]
1.21.26	The City of Glendale will supply with following items for final installation by AEP: Radio, microphone with extension, radio speakers, radio harness, push to talk system	Yes [X] No [ ]
1.22	**Manuals**	
1.22.1	Shall supply 1 copy, CD preferred	Yes [X] No [ ]
1.22.2	Maintenance, Parts, and Operator's Manuals	Yes [X] No [ ]
1.23	Keys: Minimum of 2 sets of keys required	

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Item No.	SPECIFICATIONS	Comply
1.24	**Warranty:** Minimum warranty shall be for a 1-year, unlimited miles/hours on the full vehicle/equipment. Include warranty information as an attachment to these specifications.	Yes [X] No [ ]
	END	

3.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

The bidder shall check the YES or NO boxes for each specification on each page of Section 1. If the bidder checks the NO box for any specification, the bidder must provide an explanation and alternate information as an attachment to this section.

Item No.	SUPPLEMENTAL SPECIFICATION QUESTIONAIRE	Comply
3.1	**Warranty Repair Work**	
3.1.1	Is the facility location where all off-site warranty and service work will be done located in the Phoenix metropolitan area?	Yes [X] No [ ]
3.1.2	Is the facility a factory authorized repair facility?	Yes [X] No [ ]
3.1.3	Does the facility have the ability to pick-up and or deliver the vehicle/equipment from or to a location (transportation service) designated by the City?	Yes [X] No [ ]
3.1.4	Will the response time between after receiving a request for pick-up and dispatching transportation service be under 24 hours?	Yes [X] No [ ]
3.1.5	Do the mechanics have factory authorized certifications?	Yes [X] No [ ]
3.1.6	Has the facility provided warranty repair and service on the vehicle/equipment offered for longer than 5 years?	Yes [X] No [ ]
3.1.7	Does the facility provide priority service of repairs for the vehicle/equipment requested?	Yes [X] No [ ]
3.2	**Requested Parts Lists**	
3.2.1	The City requires a list of the standard manufacturer's warranties which includes all major components of the vehicle/equipment. Has the requested list been included in the bid?	Yes [X] No [ ]
3.2.2	The City requires a list of parts and associated costs for wear items (not warranty) that the City will need to purchase and inventory for the first 2 years of operation and in accordance to section 2.19 of the Special Terms and Conditions. The City of Glendale Equipment Management shop will be servicing and maintaining the vehicle/equipment and requires the estimated list of wear items. Has the requested list been included in the bid?	Yes [X] No [ ]

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Item No.	SUPPLEMENTAL SPECIFICATION QUESTIONAIRE	Comply
3.2.3	Percentage off motorcycle parts and catalog items 15 %	Yes [X] No [ ]
3.3	**References**	
	Provide with the bid, 3 letters of reference from companies for whom the Contractor has provided similar products/services in the last 12 months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this bid. Have the requested references been included in the bid?	Yes [X] No [ ]

GLENDALE	Solicitation Number: IFB 13-33 POLICE MOTORCYCLES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 **BIDDER SHEET** The bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

President
Title

Coyote Honda
Company's Legal Name

coyotehonda@hotmail.com
Company Email Address

10555 W Papago Freeway
Address

Avondale AZ 85323
City, State & Zip code

623-463-5700
Telephone Number

623-388-5878
Fax Number

coyotehonda@hotmail.com
Authorized Signer's Email Address

For questions regarding this offer: (If different from above)

Kris Price	623-463-5700	623-388-5878
Contact Name	**Phone Number**	**Fax Number**

coyotehonda@hotmail.com
Contact Email Address

FEDERAL TAXPAYER ID NUMBER: 30-0071148

Arizona Sales Tax No. 20051327 Tax Rate 8.8% / 9.8%

Bidder certifies it is a: Proprietorship ☐ Partnership ☐ Corporation ☒

Minority or woman-owned business: Yes ☐ No ☒

GLENDALE	**Solicitation Number: IFB 13-33** **POLICE MOTORCYCLES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

5.0 PRICE PAGE

The quantities referenced in this solicitation are an estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the vehicles/equipment. Tax shall not be included.

5.1 PRICING STRUCTURE

3 Each Honda 1300ST Police Motorcycles (including Specifications items 1.1 through 1.24)

All costs, including labor, associated with the AEP installation shall be included in the final unit cost.

5.1.1 Unit Price (excluding tax): $ 21,995.00

5.1.2 Manufacturer/Model: 2012 HONDA ST1300PA

5.2 AMOUNT NOT TO EXCEED - Unit Price times 3 equals:

$ 65,985.00

5.3 **DELIVERY** Bidder states that the units ordered against the resulting contract period will be delivered within 90 calendar days after receipt of order. Failure to deliver units to the City on or before the indicated number of calendar days may result in Liquidated damages per Section 2.16 of the Special Terms and Conditions. Vehicle/equipment delivery will not be considered complete until all required documents and manual are provided.

COMPANY NAME: COYOTE HONDA

5.4 **EXTENTED WARRANTY** Extended warranties offered beyond the minimum 1-year warranty (Specification section 1.24) will be offered at the following costs.

If the standard warranty issued is beyond the minimum 1-year required, indicate a cost of zero for each additional year covered under the standard warranty offered. If no warranty is offered for a year listed below, than enter "N/A" in the space provided.

Year 2: $ ZERO Year 3: $ ZERO

Year 4: $ N/A Year 5: $ N/A

5.5 **TRANSPORTATION SERVICE FEE** Pick-up and or delivery of the vehicle/equipment from or to a location designated by the City. It is anticipated that this service would only be requested during normal business hours and within Glendale city limits.

Normal Business Hours (8 AM to 5 PM) $ 81

After Normal Business Hours (5 PM to 8 AM) $ 121

5.5 **TAX AMOUNT** Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 8.8

5.6 **PROCUREMENT CARD ORDERING CAPABILITY** See Section 2. Please check appropriate box.

☒ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

5.7 **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.**

Comply: YES ☐ NO ☒

If your answer is NO, please state terms offered: 15 DAYS PAYMENT

COMPANY NAME: COYOTE HONDA

Alternate bid information: IFB 13-33

1.21 Coyote Honda will do all the installation of the emergency lighting at our dealership. We do not use any sub contract vendors.

1.21.26 Coyote Honda will install the radio, microphone with extension, radio speakers, radio harness, and push to talk system at no charge to the City of Glendale.

1.24 The Honda ST1300PA warranty is 3 years unlimited miles. Coyote Honda is authorized to perform all warranty work on these motorcycles.

3.2.1 Warranty information for major parts. The Honda ST1300PA has a 3 year unlimited miles warranty. All emergency equipment will have a 5 year warranty. All warranty items can be taken care of at Coyote Honda. One shop for all warranty work on your motorcycle means less down time for your officer.

3.2.2 List of common parts for the Honda ST1300PA (please see attached parts list)

3.3 Three references (please see attached reference sheet)

Additional parts and equipment list is attached that is available for purchased by the City of Glendale

www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ◆ phone: 623.463.5700 ◆ fax: 623.388.5878

Coyote Honda Qualifications Letter:

Coyote Honda has been outfitting Honda Police Motorcycles here in Arizona for the past 5 years. We are a level 5 Honda Powerhouse dealership, which is the highest level you can be and the only one in Arizona. We are the fastest growing Honda Police Motorcycle dealership in the United States. We have developed great relationships with all the agencies that we have worked with over the past several years. We perform complete builds, scheduled maintenance and warranty work. All of our technicians are Honda Certified and are very experienced with the Honda ST1300PA.

What separates Coyote Honda from others in the industry is that we do complete builds. That means only one purchase order, which makes it that much easier for the city, and there is only one vendor to go to for all warranty work. This also means quicker turn around times for the city and less down time for an officer or unit.

We have built over 200 Honda ST1300PA's for the following:
City of Phoenix, Gila River Indian Community, City of Avondale, Pima County, Pinal County, City of Casa Grande, City of El Mirage, City of Prescott, Town of Buckeye, City of Tolleson, City of Sedona, City of Surprise, City of Wickenburg and the City of Tempe.

Warranty work is performed for the following:
City of Phoenix, Gila River Indian Community, City of Avondale, Pima County, Pinal County, City of Casa Grande, City of El mirage, City of Prescott, Town of Buckeye, City of Tolleson, City of Sedona, City of Surprise, City of Wickenburg, City of Glendale and the City of Tempe.

We perform regular scheduled maintenance for the following:
City of Avondale, Pinal County, Gila River Indian Community, City of Casa Grande, Town of Buckeye, City of Tolleson, El Mirage, Wickenburg and Sedona.

www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ◆ phone: 623.463.5700 ◆ fax: 623.388.5878

Honda Certified Technicians:

Our technicians are extremely familiar with the Honda ST1300PA and all of the products that we install on the motorcycles. Antti Naukkarinen has been with us since we opened in 2005. Antti is a Certified Honda A Technician and is a very valuable member of our service team. Antti has been working on Honda ST1300 Police Bikes at Coyote Honda for the past 5 years. Nick Kelley is another Honda Certified Technician and Master Electrician who has been with us for over four years. Nick is very knowledgeable of the wiring and lighting on all the Police Motorcycles. These two technicians do all of the builds and warranty work on our Honda ST1300PA models.

Coyote Honda Warranty Statement:

The Honda ST1300PA comes with a 3 year Unlimited Mileage Warranty. A Honda warranty book will be supplied with every bike purchase that will outline in detail what is covered in the Honda Factory Warranty. The Police lighting on the bike will come with a 5 year warranty. The install of all Police equipment will be covered for 3 years. All work in our shop is completed by one of our Honda Certified Technicians. Warranty work is completed in our facility on the motorcycle and the Police equipment which allows for quicker turn around times and less down time for the city.

www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ◆ phone: 623.463.5700 ◆ fax: 623.388.5878

REFERENCES:

1. Tim Sherwood
   Gila River Indian Community
   Motor Officer/Fleet
   480-797-2751
   timothy.sherwood@gric.nsn.us

2. Russell Ellis
   Fleet Coordinator
   399 East Lower Buckeye Rd.
   Avondale, AZ 85323
   Phone # 623-333-4714
   Fax # 623-333-0470
   rellis@avondale.org

3. Erick Halim
   Motor Officer
   Buckeye Police Department
   Phone # 623-349-6400 ext. 6414
   Cell # 623-826-3725
   EHalim@buckeyeAZ.gov

Additional Equipment Available:

1. R-Box rear radio box white with 4 LED lights and storage

Installed $1692.56 per unit

2. Take down lights mounted to the front of the bike above the forward facing LED lights with on/off control switch.

Installed $299 per light per unit

3. Flashing RED/BLUE LED lights mounted in the headlight housing

Installed $599 for the pair per unit

www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ◆ phone: 623.463.5700 ◆ fax: 623.388.5878

COYOTE HONDA

995 N. 107TH AVE
AVONDALE, AZ 85323
623-463-5700

Pick Ticket

Sold	S/O	Lay	P/U	PartNumber	2nd Part #	Src	Cat	Description	Extended	Bin
1				0301-0105	03010105	PU	U03	TIRE P-ROAD 2 120/70ZR18	$199.95	
1				0302-0181	03020181	PU	U03	TIRE P-ROAD 2 170/60ZR17	$244.95	
2				42753-ML7-004	2378453	HO	ATR	VALVE, RIM	$15.98	
2				06455-MCS-R01	8607731	HO	PM1	PAD SET, FR.	$99.38	
1				06435-MCS-G02	8599722	HO	PM1	PAD SET, RR.	$48.46	
1				11394-MCS-010		HO	PM1	GASKET, FR.	$15.75	
1				19217-MAL-300	5362751	HO	PM1	SEAL, MECHANICAL	$43.75	
1				96100-62003-00	5365705	HO	PM1	BEARING (6200)	$9.06	
1				91201-148-003		HO	PM1	OIL SEAL (12X22X5)	$3.45	
1				19226-MCS-A10	8005076	HO	PM1	GASKET, WATER PUMP	$15.24	
6				22401-MCS-000	7124589	HO	PM1	SPRING, CLUTCH	$22.80	
1				22201-MCA-000		HO	PM1	DISK, CL FRICTIO	$14.89	SO
7				22321-MN5-000		HO	PM1	PLATE A, CLUTCH	$80.71	
6				22203-MCA-000		HO	PM1	DISK A, CL FRICT	$93.66	SO
1				22202-MCS-000	7124571	HO	PM1	DISK B, CL FRICTION	$12.97	
	1			31500-MCR-D02AH	8753881	HO	PM1	BATTERY (YTZ14S)	$183.61	
4				98059-57916	2909570	HO	PM1	SPARK PLUG (CR7EH9)	$26.00	
1				17210-MCS-G00		HO	PM1	ELEMENT, AIR CLE	$45.95	1A5
1				08208-0080	082080080	HO	PGO	FINAL DRIVE OIL (8 OZ.)	$3.59	1C2
2				08203-0004	082030004	HO	PGO	FLUID, BRAKE (DO	$9.98	SHRM
4				08C50-C321S01	08C50C321S01	HO	PGO	COOLANT	$31.44	SHRM
4				10W40		HO	PGO	10W40 BULK OIL GN4	$21.96	
1				15410-MFJ-D01	MFJ	HO	PM1	FILTER, OIL	$14.56	
2				94109-14000	14MM	HO	PM1	WASHER, DRAIN (14MM)	$0.70	1A1
2				51490-MCA-003		HO	PM1	SEAL SET, FR. FO	$68.32	HAN11
2				51415-MCS-G01	7127020	HO	PM1	BUSH, SLIDER	$10.36	
2				51414-MCH-003	6703094	HO	PM1	BUSH, GUIDE	$19.92	
2				08208-0010		HO	PGO	FLUID (SS-8 10W)	$12.78	SHRM

Sub-Total	$1,370.17
Taxable Subtotal	$1,370.17
Sales Tax	$134.27
Quote Total	$1,504.44

(This is not an Invoice)

1/17/2013 3:47:07 PM

EXHIBIT B

Purchase of three (3) Police Motorcycles

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The vendor, Coyote Honda, was awarded this bid through a competitive bid process by the City of Glendale for bid IFB 13-33.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $72,352.00 (including taxes).

DETAILED PROJECT COMPENSATION

See Exhibit A.

EXHIBIT C

Purchase of three (3) Police Motorcycles

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**REQUEST TO PURCHASE REPLACEMENT POLICE PATROL VEHICLES FROM MIDWAY CHEVROLET**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to approve the purchase of 18 police patrol vehicles for the Police Department from Midway Chevrolet in an amount not to exceed $505,273.32.

Background Summary

The purchase of the Chevrolet Tahoe Police SUV is the most cost effective option for patrol vehicles at this time, as the Ford Crown Victoria Police Interceptor has been discontinued by Ford. With the discontinuation of the Crown Victoria, Equipment Management and the Police Department have considered several makes and models of potential police patrol vehicles that would best meet the Police Department's needs. After considering price, design, availability, and service requirements, it was determined the Chevrolet Tahoe Police SUV was the best choice in vehicle.

The vendor, Midway Chevrolet, was awarded this bid through a competitive bid process by the State of Arizona Contract #ADSPO13-038803. The State of Arizona has allowed for cooperative use of their contract, and this contract provides the best pricing available for these vehicles.

Previous Related Council Action

This item was scheduled for consideration at the January 8, 2013 Council meeting and was administratively pulled so that staff could research alternative fuel options for the police vehicles. It has been determined that the patrol vehicles cannot be purchased from the factory with the alternative fuel setup and must be retro-fitted after delivery to operate on bio-fuels. Staff is bringing this item back for Council consideration because the vehicles are critical for the Police Department to be able to carry out its mission in the community. After the vehicles have been delivered, staff will explore alternatives for converting the vehicles to run on bio-fuel. Further, staff is in the process of applying for a grant in the amount of the purchase price to reimburse the city for the cost of the patrol vehicles.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

Replacement of these vehicles will ensure the continued reliability of the police patrol fleet for the citizens and residents of Glendale.

Budget and Financial Impacts

Cost	Fund-Department-Account
$505,273.32	**1120-13610-551400, Vehicle Replacement Fund**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Stuart Kent, Executive Director, Public Works**
Item Title:	**REQUEST TO PURCHASE REPLACEMENT POLICE PATROL VEHICLES FROM MIDWAY CHEVROLET**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed purchase of 18 police patrol vehicles for the Police Department through the Vehicle Replacement Fund. The purpose of this report is to request the City Manager to forward this item to the City Council for their consideration and approval.

BACKGROUND

The Equipment Management Division is responsible for the management of the Vehicle Replacement Fund (VRF) replacement schedule. Currently, there are 744 vehicles included in the VRF. The average age of vehicles in the fund is six years, and the average replacement life is 12 years. Annually, Equipment Management reviews the vehicles projected for replacement in the next two fiscal years. Vehicles that have lower than expected utilization and are in good condition, have their life cycle extended in the VRF.

The vendor, Midway Chevrolet, was awarded this bid through a competitive bid process by the State of Arizona on January 4, 2013, with four one-year renewal extension options. The Special Terms and Conditions of the State of Arizona bid extend the use of the contract to political subdivisions that have entered into a Cooperative Purchasing Agreement with the State of Arizona Procurement Office and with the approval by the vendor. The City of Glendale is a cooperative member and has received approval from the vendor.

This item was scheduled for consideration at the January 8, 2013 Council meeting and was administratively pulled so that staff could research alternative fuel options for the police vehicles. It has been determined that the patrol vehicles cannot be purchased from the factory with the alternative fuel setup and must be retro-fitted after delivery to operate on bio-fuels. Staff is bringing this item back for Council consideration because the vehicles are critical for the Police Department to be able to carry out its mission in the community. After the vehicles have been delivered, staff will explore alternatives for converting the vehicles to run on bio-fuel. Further, staff is in the process of applying for a grant in the amount of the purchase price to reimburse the city for the cost of the patrol vehicles.

Staff is recommending an award to Midway Chevrolet in an amount not to exceed $505,273.32 for the purchase of 18 Chevrolet Tahoe Police Sport Utility Vehicle (SUV) patrol vehicles.

ANALYSIS

The purchase of the Chevrolet Tahoe Police SUV is the most cost effective option for patrol vehicles at this time, as the Ford Crown Victoria Police Interceptor has been discontinued by Ford. With the discontinuation of the Crown Victoria, Equipment Management and the Police Department have considered several makes and models of potential police patrol vehicles that would best meet the Police Department's needs. After considering price, design, availability, and service requirements, it was determined by Equipment Management and the Police Department that the Chevrolet Tahoe Police SUV was the best vehicle choice. The use of the State of Arizona bid provides the best pricing available for these vehicles.

This purchase will replace 18 patrol cars that average over 90,000 miles and 5.2 years of age. The vehicle replacement schedule for patrol cars is currently set at four years or 100,000 miles. Replacement of these vehicles will ensure the continued reliability of the police patrol fleet.

FISCAL IMPACTS

Funds for this purchase are available in the Fiscal Year 2012-13 Vehicle Replacement Fund.

C-

AGREEMENT WITH MIDWAY CHEVROLET

Purchase of eighteen (18) Police Patrol Vehicles

This Agreement with Midway Chevrolet for the purchase of eighteen (18) police patrol vehicles ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Midway Chevrolet, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2013.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, under the State of Arizona Cooperative Purchasing Contract, #ADSPO13-038803 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $505,273.32, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Midway Chevrolet
c/o Gregg Ball
2323 W. Bell Road
Phoenix, AZ 85023

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Dave Harvey
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By:
Its: Interim City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Midway Chevrolet,
an Arizona corporation

_____

By:
Its:

(Revised 11/7/11)

EXHIBIT A – PROJECT

GLENDALE

The scope of the State of Arizona Purchasing Cooperative Contract ADSP013-038803 is for the purchase of eighteen (18) 2013 Chevrolet CC10706 PPV Tahoes.

EXHIBIT B

Purchase of eighteen (18) Police Patrol Vehicles

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City selected the vendor, Midway Chevrolet, from the State of Arizona Cooperative Purchasing Contract (of which the City is a member in good standing), under the State of Arizona competitive bid # ADSPO13-038803.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $505,273.32.

DETAILED PROJECT COMPENSATION

The attached Midway Chevrolet Vehicle Quote identifies that the capital total for each of the eighteen (18) Police Patrol Vehicles is $28,070.74.

MIDWAY VEHICLE QUOTE

VEHICLE QUOTE

State Contract #	ADSPO13-038803	Law Enforcement		
QUOTE SENT TO:	Dave Harvey	City of Glendale		
DESCRIPTION	2013 Chevrolet	CC10706 PPV Tahoe		
QUOTE:		PER ATTACHED SPECS	$	$ 24,715.71

Additional Options

9G8	Delete daytime running lights	$	89.00
6B2	RD Handles Inop	$	136.00
6N5	RD Lock Switches Inop	$	128.00
6N6	RW Switches Inop	$	128.00
6A6	Dual Battery System	$	286.00
Solar Tint	Dealer	$	195.00

Sub Total	$	25,677.71
Sales Tax (9 . 3 %)	$	2,388.03
Tire Tax	$	5.00
Extended Warranty		
Capitol Total Each Unit	$	28,070.74

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time

Stock quotes subject to prior sale

New Vehicle Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!

EXHIBIT C

Purchase of eighteen (18) Police Patrol Vehicles

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**GILA RIVER INDIAN COMMUNITY GRANT**
Staff Contact:	**Debora Black, Interim Police Chief** **Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to apply for and accept approximately $505,273.32 in grant funding from the Gila River Indian Community.

Background Summary

The Glendale Police Department would like to apply for grant funding from the Gila River Indian Community, which has been made available pursuant to Proposition 202. The Police Department would like permission from City Council to apply for and accept approximately $505,273.32 in grant funding. If Council approves this request and the Police Department is awarded the grant funding, the funding will be used to reimburse the city for a purchase of 18 replacement police patrol vehicles.

Budget and Financial Impacts

If awarded, the grant funding in the approximate amount of $505,273.32 will be reimbursed to the city's Vehicle Replacement Fund.

Attachments

Staff Report

Resolution

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Debora Black, Interim Police Chief** **Stuart Kent, Executive Director, Public Works**
Item Title:	**GILA RIVER INDIAN COMMUNITY GRANT**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed grant from Gila River Indian Community in the approximate amount of $505,273.32. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

In 2002, a coalition of Indian tribes successfully obtained passage of Proposition 202, whereby the State was authorized to enter into gaming compacts with individual tribes. The new compacts allowed for expanded tribal gaming devices, additional games and pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the State and its counties, cities and towns.

The Glendale Police Department would like to apply for grant funding from the Gila River Indian Community, which has been made available pursuant to Proposition 202. The Police Department would like permission from City Council to apply for and accept approximately $505,273.32 in grant funding. If Council approves this request and the Police Department is awarded the grant funding, the funding will be used to reimburse the city for a purchase of 18 replacement police patrol vehicles.

ANALYSIS

A resolution from Council authorizing the application and acceptance of grant funding is required by the Gila River Indian Community, so it is important that this item go forward on this agenda. The 18 patrol vehicles are going to be purchased using the Vehicle Replacement Fund. The cost of these vehicles will be reimbursed using this grant, if it is awarded.

We will be recommending that Council authorize the City Manager to apply for and accept approximately $505,273.32 in grant funding from the Gila River Indian Community.

FISCAL IMPACTS

There are no matching funds required for this grant.

RESOLUTION NO. 4648 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND, IF AWARDED, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE PROGRAM IN THE APPROXIMATE AMOUNT OF $505,273.32 FOR REIMBURSEMENT OF FUNDS FOR THE PURCHASE AND REPLACEMENT OF 18 POLICE PATROL VEHICLES.

WHEREAS, the Gila River Indian Community, through their state-shared revenue program, provides funds to cities, towns and counties for government services that benefit the general public concentrating on the areas of public safety, transportation, health care, economic development and education; and

WHEREAS, grantees of the Gila River Indian Community State-Shared Revenue Program funds are required to comply with the program process and procedures as set forth by the Gila River Indian Community.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale hereby authorizes the submission of a grant application and, if awarded, authorizes the acceptance of a grant from the Gila River Indian Community State-Shared Revenue Program in the amount of $505,273.32 for reimbursement of funds for the purchase and replacement of 18 police patrol vehicles.

SECTION 2. That the City of Glendale agrees to comply with all appropriate procedures, guidelines and requirements established by the Gila River Indian Community for said funding.

SECTION 3. That the City Manager is hereby authorized to execute all necessary documents to support this grant application, and acceptance of said grant on behalf of the City of Glendale, if awarded.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

g_pd_gric.doc

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**AMENDMENT TO THE WASTE SUPPLY AGREEMENT WITH VIESTE FOR THE GLENDALE MUNICIPAL LANDFILL**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to the Waste Supply Agreement between the City of Glendale and Vieste SPE, LLC and Vieste Energy, LLC (Vieste).

Background Summary

Under the current Waste Supply Agreement, the city would direct a portion of its waste to the Vieste facility where recyclable materials would be sorted and baled for sale. The city would then sell those materials (newspaper, cardboard, plastic containers, aluminum and steel cans) through its Materials Recovery Facility and then share those proceeds with Vieste consistent with the agreement. The facility will be financed and constructed by Vieste at no cost to the city.

Vieste is preparing to sell bonds to finance the project, and in reviewing all the documents, it was identified that under the current Waste Supply Agreement the city has no legal obligation to sell the recyclables, and could, in fact, landfill all the recyclables to the detriment of both the city and Vieste. This issue was never contemplated by either the city or Vieste at the time the agreement was finalized; however, Vieste is requesting that the proposed amendment be approved by the city.

Previous Related Council Action

On October 9, 2012, Council approved two agreements with Vieste regarding the development of a waste to energy facility at the Glendale Municipal Landfill. One agreement is a Ground Lease with Vieste, and the other a Waste Supply Agreement.

At the October 2, 2012 Council Workshop, staff updated Council on the opportunity to phase the project, with the first phase being a mixed waste processing facility. Council directed staff to bring forward an agreement for their consideration at a Voting Meeting.

At the May 1, 2012 Council Workshop, staff received direction from Council to move forward with solidifying an agreement with Vieste for the implementation of a waste-to-energy facility.

Budget and Financial Impacts

There are no financial impacts to the city due to this action.

Attachments

Staff Report

Resolution

Amendment to Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Stuart Kent, Executive Director, Public Works**
Item Title:	**AMENDMENT TO THE WASTE SUPPLY AGREEMENT WITH VIESTE FOR THE GLENDALE MUNICIPAL LANDFILL**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This is a request for the City Manager to forward an amendment to the Waste Supply Agreement between the City of Glendale and Vieste SPE, LLC, and Vieste Energy, LLC (Vieste) to the City Council for their consideration and approval.

BACKGROUND

On October 9, 2012, City Council approved by resolution two agreements with Vieste regarding the development of a waste to energy facility at the Glendale Municipal Landfill. One agreement was a Ground Lease with Vieste, and the other was a Waste Supply Agreement. Under the current Waste Supply Agreement, the city would direct a portion of its waste to the Vieste facility where recyclable materials would be sorted and baled for sale. The city would then sell those materials (newspaper, cardboard, plastic containers, aluminum and steel cans) through its Materials Recovery Facility (MRF) and then share those proceeds with Vieste consistent with the agreement.

Vieste is preparing to sell bonds to finance the project, and in reviewing all the documents, it was identified that under the current Waste Supply Agreement the city has no legal obligation to sell the recyclables, and could, in fact, landfill all the recyclables to the detriment of both the city and Vieste. This issue was never contemplated by either the city or Vieste at the time the agreement was finalized; however, Vieste is requesting that the proposed amendment be approved by the city.

ANALYSIS

The amendment proposes three modifications to the existing agreement. First, it provides language that the city agrees to accept for resale all of the recovered recyclables in accordance with the terms and conditions outlined in the agreement. This clarification is acceptable to city staff and puts no additional burden on the city.

Second, the agreement would be clarified by adding language that requires the city to pay Vieste average floor rate for recyclable materials if materials are not sold within 90 days. The city is

already required to pay a floor rate as a minimum price, so this section only requires that the city sell the material within 90 days of delivery. In the 12 years the MRF has been in operation, staff could not identify an instance where the material was held longer than 30 days due to market conditions. Based on this, staff is very confident that the 90 day requirement outlined in the amendment will not be exceeded. Furthermore from a practical matter, due to Arizona's climate, storing recyclables that are ready for sale beyond 90 days is not recommended as extended exposure to intense sunlight will cause material to decay and decrease the value of the material.

Third, the amendment would require the city to comply with a continuing disclosure agreement, in accordance with the Securities Exchange Act of 1934, to the underwriters of the proposed bond sale of the Industrial Development Authority of Phoenix. The city would also agree to provide a copy of the 2012 Comprehensive Annual Financial Report (CAFR). Any costs associated with providing such documents would be paid by Vieste. The provision of such documents is routine in these types of transactions and does not increase city liability or responsibility in any way to provide such documents.

FISCAL IMPACTS

The amendment language requested by Vieste does not create a risk to the city, either in the selling of the materials or in the proposed language related to the proposed bond sale; therefore, there are no negative fiscal impacts identified. Should the amendment not be approved by Council, Vieste has indicated that the bond financing as currently outlined would be abandoned and the project would be financed in the private market at a significantly higher cost.

RESOLUTION NO. 4649 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE "AMENDMENT TO WASTE SUPPLY AGREEMENT" WITH VIESTE SPE, LLC, AND VIESTE ENERGY, LLC, FOR THE OPERATION OF A MIXED WASTE PROCESSING FACILITY LOCATED AT THE GLENDALE LANDFILL, 11480 WEST GLENDALE AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver the "Amendment to Waste Supply Agreement" with Vieste SPE, LLC and Vieste Energy, LLC, for the operation of a mixed waste processing facility located at the Glendale Landfill, 11480 West Glendale Avenue, Glendale, Arizona. A copy of said agreement is currently on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

a_vieste amdmt.doc

AMENDMENT TO WASTE SUPPLY AGREEMENT

This is an Amendment, dated as of March ___, 2013, to the Waste Supply Agreement (Contract No. C-8284) (the "Agreement"), dated as of October 9, 2012, by and between the City of Glendale, a municipal corporation in the State of Arizona ("City''), Vieste SPE, LLC, and Arizona limited liability company ("Operator"), and Vieste Energy, LLC, an Indiana limited liability company ("Parent").

WHEREAS, in connection with financing the Waste Facilities, as defined in the Agreement, it is necessary to clarify certain obligations of the City under the Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement, City and Operator agree as follows:

1. The following sentence is added to Section 2.6 of the Agreement:

> City agrees to accept for resale all of the Recovered Recyclables in accordance with the terms, conditions, and specifications set forth in this Agreement.

2. The following sentence is added to the first paragraph under the heading "RECYCLABLE RESALE FEE" in Exhibit C to the Agreement:

> For purposes of computation of the Recyclable Resale Fee, any Recovered Recyclables delivered by Operator to the City, if unsold, shall be deemed resold by the City at the Average Floor Recyclable Rate (per pound of Recyclable Recyclables resold by the City) shown below ninety (90) days after such Recovered Recyclables are so delivered to the City unless otherwise mutually extended by the parties.

3. The City agrees to supply Operator or its designee with a copy of its Comprehensive Annual Financial Report by February 1 of each succeeding fiscal year. If audited financial statements are not available by February 1, the City shall supply unaudited financial statements by such date and audited financial statements within thirty (30) days' availability (in each case, "Required Financial Statements"). Should the City fail to provide the Required Financial Statements, such failure shall not be an event of default hereunder and Operator's sole remedy shall be to seek mandamus or specific performance by court order. Any costs incurred by the City, including those of third party consultants retained by the City in order to provide the Required Financial Statements shall be paid directly by Operator or reimbursed to the City within fifteen (15) days' of receipt of appropriate invoice. Operator agrees that any offering document used in connection with the financing of the Project for which information relating to the City is presented shall indicate that the City has not reviewed or updated any such information and has played no role in the preparation of any such offering document.

4. Except as expressly amended hereby, the terms and conditions of the Agreement are hereby ratified and the Agreement, as so amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate by their representatives duly authorized as of the date first written above.

CITY:

CITY OF GLENDALE, ARIZONA

By: _____

Name: _____

Title: _____

ATTEST:

_____
City Clerk

Approved as to form:

_____

_____
Acting City Attorney

OPERATOR:

VIESTE SPE, LLC

By: _____

Name: MARK H. BRALAMAL

Title: BOARD MEMBER, MANAGER

PARENT:
VIESTE ENERGY, LLC

By: _____

Name: MARK H. BRALAMAL

Title: CO-MANAGING MEMBER

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**SECOND AMENDMENT TO LICENSE AGREEMENT FOR VERIZON WIRELESS LLC**
Staff Contact:	**Gregory Rodzenko, P.E., Acting City Engineer**

Purpose and Recommended Action

This is a request for City Council to adopt a resolution authorizing the City Manager to amend a license agreement. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing to amend the license agreement between the City of Glendale and Verizon Wireless LLC (Verizon), for an expansion of facilities on a wireless communication site within Sahuaro Ranch Park located at 9802 North 59th Avenue.

Background Summary

Verizon contacted the city requesting permission to expand its facilities at Sahuaro Ranch Park to include an additional 50 square feet of space for the placement of a generator and related equipment. This expansion will have no impact on the parks patrons or the surrounding neighborhood. This license agreement is for a five year term, with no more than four consecutive five year renewals.

Previous Related Council Action

On April 13, 2007, the city approved amendment number one to the license agreement with Verizon Wireless LLC, as successor to Qwest Wireless, LLC.

On September 22, 1998, the city approved a license agreement with Qwest Wireless, LLC for a wireless communication site within Sahuaro Ranch Park.

Community Benefit/Public Involvement

Verizon's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Budget and Financial Impacts

The terms of this amendment include a $10,000 increase to the current $25,000 annual fee. The revenue generated from this amended agreement during the first five years of the associated license, including the existing five percent annual increase, is projected at $192,000. All revenue shall be deposited into the General Fund.

Attachments

Staff Report

Resolution

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Gregory Rodzenko, P.E., Acting City Engineer**
Item Title:	**SECOND AMENDMENT TO LICENSE AGREEMENT FOR VERIZON WIRELESS LLC**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager forward this item for City Council consideration and approval. This item consists of the documents necessary to amend the license agreement between the City of Glendale and Verizon Wireless LLC (Verizon), for an expansion of facilities on a wireless communication site within Sahuaro Ranch Park located at 9802 North 59th Avenue. Staff plans to request the City Council to adopt a resolution authorizing the City Manager to amend said license agreement.

BACKGROUND

Verizon currently has two sites within the city: one is located within a city-owned retention area at 91st Avenue and Rose Lane; the other is located within Sahuaro Ranch Park and is the subject of this report. Verizon contacted the city requesting permission to expand its facilities at this site to include an additional 50 square feet of additional space for the placement of a generator and related equipment. This expansion will have no impact on the parks patrons or the surrounding neighborhood. Verizon's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

On April 13, 2007, the city approved amendment number one to the license agreement with Verizon Wireless LLC, as successor to Qwest Wireless, LLC.

On September 22, 1998, the city approved a license agreement with Qwest Wireless, LLC for a wireless communication site within Sahuaro Ranch Park.

The information in the table below outlines the pricing guidelines staff uses for new license agreements as well as renewals and amendments.

CATEGORY	DESCRIPTION	FEE RANGE
A	Utility company owned transmission poles (i.e. SRP, APS) within public right-of-way and require minimal space for additional	$10,000-$15,000

	facilities or enclosures. There are currently nine sites within this category.	
B	City-owned traffic signal poles within public right-of-way and require minimal space for additional facilities or enclosures. There are currently two sites within this category.	$13,000-$18,000
C	City parks; wireless facilities are placed on existing field light poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	$35,000-$40,000
D	Other city owned property; wireless facilities are placed on existing flag poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	$25,000-$30,000

ANALYSIS

- This license agreement falls in Category C of the guidelines and is being charged accordingly.
- The Parks, Recreation and Library Services and Planning departments have reviewed and approved this request.
- There will be no impact to any city departments, staff, or service levels.
- There are no costs incurred as a result of this action.
- There will be additional construction needed to expand the existing block wall enclosure as a result of this action.
- The current license agreement is not due for renewal.

FISCAL IMPACTS

The terms of this second amendment include a $10,000 increase to the current $25,000 annual fee. The revenue generated from this amended agreement during the first five years of the associated license, including the existing five percent annual increase, is projected at $192,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4650 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN SAHUARO RANCH PARK LOCATED AT 9802 NORTH 59TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a Second Amendment to License Agreement for Wireless Communications Site in Sahuaro Ranch Park located at 9802 North 59th Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_sahuaroranch_2013.doc

SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN SAHUARO RANCH PARK

This SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment") is made this ___ day of _____, 20___ ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("CITY"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("LICENSEE").

RECITALS

A. CITY is the owner of that certain real property known as Sahuaro Ranch Park, located at 9802 N. 59th Avenue, Glendale, Arizona (the "Property");

B. LICENSEE, as successor-in-interest to Qwest Wireless, LLC, a Delaware limited liability company formerly known as U.S. West Wireless, LLC, and CITY are parties to that certain License to Enter Real Property Agreement for a wireless communications site in Sahuaro Ranch Park dated September 22, 1998, and that certain First Amendment to License Agreement for Wireless Communications Site in Sahuaro Ranch Park dated April 10, 2007 (collectively, the "License"), under which LICENSEE has been granted a license to use portions of the Property, as described in the License (the "License Area") for the purpose of installing, operating, maintaining and reparing a communications facility, including certain communications equipment, as described in the License; and

C. As authorized by this Second Amendment, CITY and LICENSEE desire to amend the License to add additional ground space to the License Area to allow LICENSEE to install a permanent generator within the License Area.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the License as follows:

1. LICENSE AREA. The License Area described in Exhibit A to the original 1998 License shall hereafter include an additional parcel of ground space with dimensions measuring approximately 3'8" by 12'4" for LICENSEE's generator, all as substantially depicted in the attached Exhibit "A-1". As of the Effective Date, Exhibit "A-1" shall supplement and amend Exhibit "A Revised" to the License. In addition, Exhibit "B Revised" to the License is hereby modified to include LICENSEE's generator as part of LICENSEE's allowed Communications Equipment.

2. INSTALLATION OF GENERATOR. CITY acknowledges and agrees that LICENSEE intends to construct and install certain improvements within the License Area, which may include a generator pad, generator connections, and a permanent generator (collectively, the

"Improvements"). CITY consents to the construction, installation, operation and maintenance of the Improvements. LICENSEE shall have the right to replace, repair, add to, or otherwise modify the Improvements or any portion thereof during the term of the License.

3. GOVERNMENTAL APPROVALS. Any required permits for the Improvements shall be obtained by LICENSEE at LICENSEE's sole expense. Furthermore, LICENSEE's ability to use the Improvements is contingent upon its obtaining, after the execution date of this Second Amendment, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities which will permit LICENSEE to use Improvements as set forth in this Second Amendment. To the extent authorized by law, CITY agrees to cooperate with LICENSEE in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the use of the Improvements. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LICENSEE in its sole discretion will be unable to use the Improvements, or LICENSEE determines that the Improvements are obsolete or unnecessary, LICENSEE shall have the right to terminate this Second Amendment; however, the License shall remain in full force and effect.

4. AMENDMENT TERMINATION. Notice of LICENSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LICENSEE. All rents and fees for the Improvements paid to the termination date shall be retained by CITY. Upon such termination, this Second Amendment shall be of no further force or effect, and the Parties shall have no further obligations under this Second Amendment, including the payment of money, to each other.

5. FEE/RENT INCREASE. In consideration for the Improvements, the current annual fee/rent shall be increased to Thirty-Five Thousand Dollars ($35,000.00) ("Rent Increase"), commencing upon the first (1st) day of the month following LICENSEE's commencement of installation of the Improvements ("Rent Increase Date"). CITY and LICENSEE agree that they shall acknowledge in writing the date of commencement of installation of the Improvements. CITY acknowledges that any pro-rated fee/rent payment shall be paid by LICENSEE within sixty (60) days following written confirmation of the date of commencement of installation of the Improvements.

6. CONTINUED EFFECT. Except as specifically modified by this Second Amendment, all of the remaining terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term and provision of the License and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms will have the same respective defined meaning stated in the License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

6. RATIFICATION AND REAFFIRMATION. CITY and LICENSEE do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the above referenced License. Except as modified herein, all of the terms and conditions of the License are incorporated by reference. The execution of this Second Amendment by CITY and LICENSEE is not intended to, and shall not constitute, a release of CITY and/or LICENSEE from any and all obligations or liabilities which they have to each other under the terms of the License, and CITY and LICENSEE are not released from any such liabilities or obligations.

[SIGNATURES APPEAR ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first written above.

CITY:

City of Glendale

By: _____
Horatio Skeete
Acting City Manager
Date: _____

ATTEST

By: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d/b/a Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED BEFORE ME this _____ day of _____, 20_____, by Walter L. Jones, Jr., in his capacity of Area Vice President Network, Verizon Wireless LLC, d/b/a Verizon Wireless.

_____
Notary Public

My Commission Expires:

EXHIBIT "A-1"

See attached.

SHEET INDEX

T-1: TITLE SHEET
LS-1: SITE SURVEY
A-1: OVERALL SITE PLAN
A-2: ENLARGED SITE PLAN
A-3: EAST AND NORTH ELEVATIONS
A-4: GENERATOR DETAILS AND GENERAL NOTES
A-5: SITE ENCLOSURE DETAILS
E-1: ELECTRICAL SITE PLAN
E-2: ONE LINE DIAGRAM AND CALCULATIONS
E-3: GROUNDING DETAILS

PROJECT DIRECTORY

APPLICANT:
GENERAL DYNAMICS
CONSTRUCTION DEPARTMENT
6564 S DATELAND, SUITE B
TEMPE, AZ 85283
CONSTRUCTION MANAGER: JOE BRALEY
PHONE: 480.218.7461
MOBILE: 480.267.7165

SITE OWNER:
CITY OF GLENDALE
COUNTY PROPERTY

ARCHITECT/ ENGINEER:
KDC ARCHITECTS, ENGINEERS, PC
2266 S. DOBSON ROAD SUITE 200
MESA, ARIZONA 85202
CONTACT: DENVER BORDERS
PHONE: 480.478.1449
FAX: 602.992.9368

ELECTRICAL ENGINEER:
FRIEST ENGINEERING, INC.
6909 SOUTH HOLLY CIRCLE, SUITE 204
CENTENNIAL, COLORADO 80112
CONTACT: STAN BENTLEY
PHONE: 303.779.8773
FAX: 303.779.6333

SURVEY CONSULTANT:
AMBIT CONSULTING, LLC
1490 SOUTH PRICE ROAD, SUITE 209C
CHANDLER, AZ 85286
CONTACT: MATT FORD
PHONE: 602.463.0472

GENERAL DYNAMICS

Strength On Your Side®

PHO OLIVE
(GENERATOR)
9802 N 59TH AVE
GLENDALE, AZ 85302
LAT: 33° 34' 29.79"
LONG: - 112° 11' 24.24"
ELEV: 1180'

BACK UP GENERATOR ADDITION TO EXISTING CELL SITE

SITE PHOTO

CONTRACTOR NOTE

THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.

PROJECT INFORMATION

SITE LOCATION:	9802 N 59TH AVE GLENDALE, AZ 85302
LESSEE CONTACT:	GENERAL DYNAMICS JOE BRALEY
JURISDICTION:	CITY OF GLENDALE
PARCEL #:	143-12-007M
ZONING:	A-1
OCCUPANCY:	U – (EXISTING UNMANNED TELECOMMUNICATION CELL SITE)
LEASE AREA:	272 SQFT. (EXISTING APPROXIMATE)
BUILDING CODE:	INTERNATIONAL FIRE CODE (IFC) 2006 INTERNATIONAL BUILDING CODE (IBC) 2006 NATIONAL ELECTRICAL CODE (NEC) 2005 NFPA 30 & 37

PROJECT SUMMARY

CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, TOOLS, TRANSPORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

NEW INSTALLATION OF A 48KW DIESEL STANDBY GENERATOR AND AUTOMATIC TRANSFER SWITCH WITHIN A NEW CMU ENCLOSURE ON NEW CONCRETE EQUIPMENT PAD. NEW INSTALLATION OF CMU WALL.

NO PARKING IS AFFECTED BY THIS INSTALLATION.

GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.

2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE NEW PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS. FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING.

3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/ VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATORY AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

7. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

8. ANTENNA SUPPORTING POLE IS UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION SUB-CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF PERSONNEL AND PROPERTY FROM HOVERSHOT EXPOSURE TO OVERHEAD DANGERS.

9. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ATTENTION OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

10. DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.

11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION UPON COMPLETION OF WORK. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

12. CONTRACTOR SHALL ENSURE THE GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

APPROVALS/ISSUE DATES

GENERAL DYNAMICS			
PROJECT MANAGER APPROVAL			
PRINTED NAME	SIGNATURE	TITLE	DATE

VERIZON WIRELESS			
CELLULAR DESIGN ENGINEER APPROVAL			
PRINTED NAME	SIGNATURE	TITLE	DATE

PROPERTY OWNER			
PROPERTY OWNER APPROVAL			
PRINTED NAME	SIGNATURE	TITLE	DATE

SYMBOLS LIST

- ELEVATION NUMBER / SHEET NUMBER
- DETAIL NUMBER / SHEET NUMBER
- SECTION NUMBER / SHEET NUMBER
- PROPERTY LINE
- ELECTRICAL SERVICE
- TELCO SERVICE
- GROUNDING
- ELECTRICAL WIRING (TURNING UP)
- ELECTRICAL WIRING (TURNING DOWN)
- ELECTRIC METER
- AUTOMATIC TRANSFER SWITCH
- PANEL
- RECEPTACLE
- SPECIAL RECEPTACLE
- DUPLEX RECEPTACLE
- METER GROUND BAR
- GROUND ATTACHMENT

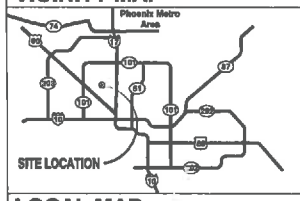
DRIVING DIRECTIONS

FROM VERIZON WIRELESS OFFICE:
DEPART W. GEMINI DR.
TURN LEFT ON S ASH AVE
TURN RIGHT ON SUN CIRCLE TRAIL
TAKE THE FIRST RIGHT ONTO S KYRENE RD
TURN LEFT ONTO W BASELINE RD
TURN RIGHT TO MERGE ONTO I-10 W TOWARD PHOENIX/US-60W
SLIGHT LEFT TO STAY ON I-10 W
TAKE EXIT 143C FOR 19TH AVE TOWARD GRAND AVE
TURN RIGHT ONTO N 19TH AVE
SLIGHT LEFT ONTO GRAND AVE
TURN RIGHT ONTO W MYRTLE AVE
TAKE THE SECOND LEFT ONTO N 59TH AVE
DESTINATION ON THE LEFT:
9802 N 59TH AVE
GLENDALE, AZ 85302

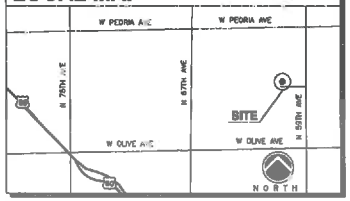
CONFIDENTIAL AND PROPRIETARY

Not for disclosure outside VERIZON WIRELESS without permission.

VICINITY MAP



LOCAL MAP



verizonwireless
Construction Department
126 W. GEMINI DRIVE
TEMPE, ARIZONA 85283

GENERAL DYNAMICS
6564 S. DATELAND, SUITE B
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KDC PROJECT NUMBER:		
10305P.008		
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REGISTERED ARCHITECT
26153
KENNETH D. CAMP
11/20/12
ARIZONA U.S.A.
EXPIRES 6/30/2013

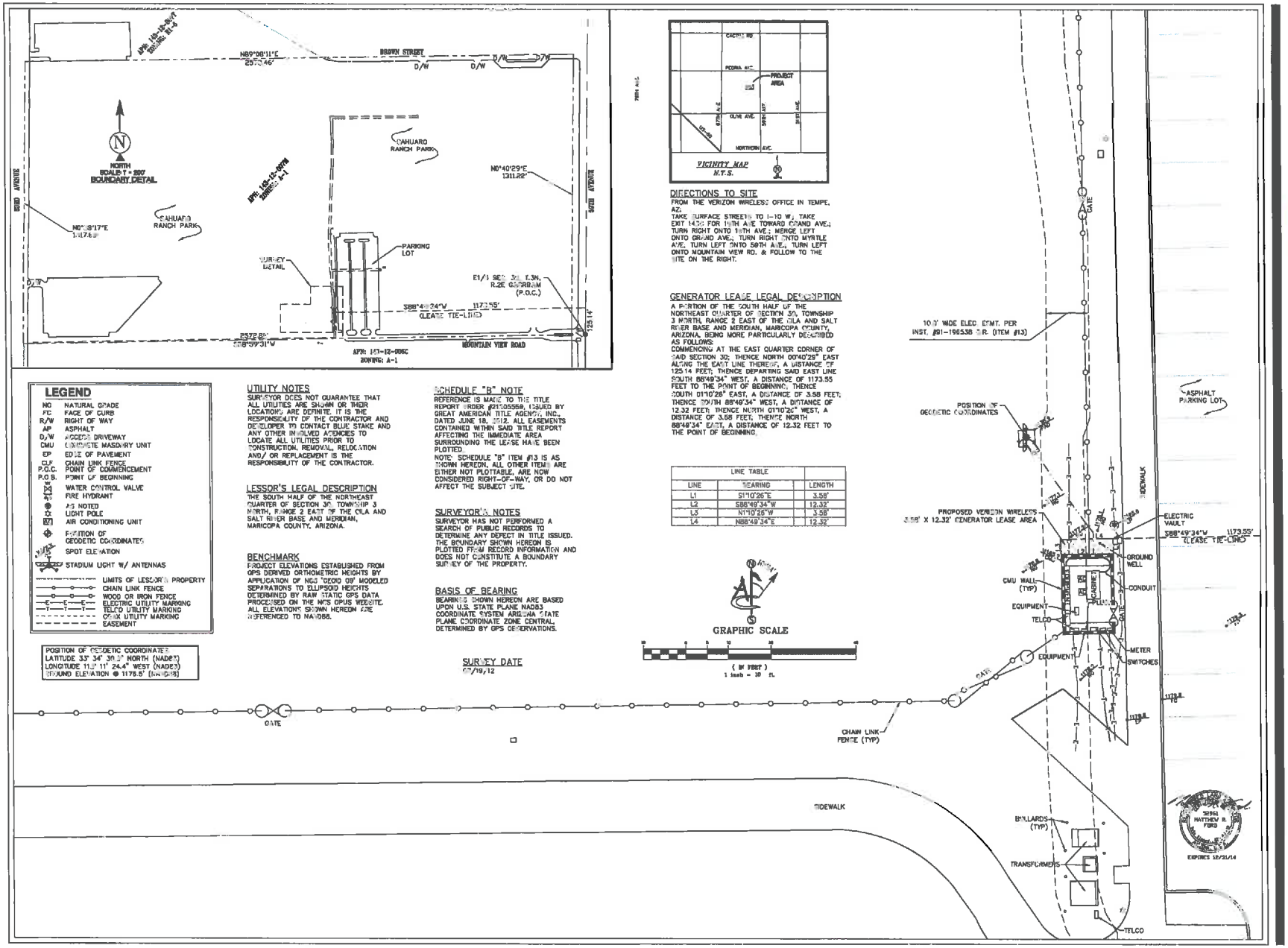
SITE INFORMATION:

SITE NAME:
PHO OLIVE
(GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1



DIRECTIONS TO SITE

FROM THE VERIZON WIRELESS OFFICE IN TEMPE, AZ:
TAKE SURFACE STREETS TO I-10 W, TAKE EXIT 143C FOR 19TH AVE TOWARD GRAND AVE, TURN RIGHT ONTO 19TH AVE, MERGE LEFT ONTO GRAND AVE, TURN RIGHT ONTO MYRTLE AVE, TURN LEFT ONTO 59TH AVE, TURN LEFT ONTO MOUNTAIN VIEW RD. & FOLLOW TO THE SITE ON THE RIGHT.

GENERATOR LEASE LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE NORTH 00°40'29" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 125.14 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°49'34" WEST, A DISTANCE OF 1173.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°10'26" EAST, A DISTANCE OF 3.58 FEET; THENCE SOUTH 88°49'34" WEST, A DISTANCE OF 12.32 FEET; THENCE NORTH 01°10'26" WEST, A DISTANCE OF 3.58 FEET; THENCE NORTH 88°49'34" EAST, A DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S1°10'26"E	3.58'
L2	S88°49'34"W	12.32'
L3	N1°10'26"W	3.58'
L4	N88°49'34"E	12.32'

LEGEND

NG	NATURAL GRADE
FC	FACE OF CURB
R/W	RIGHT OF WAY
AP	ASPHALT
D/W	ACCESS DRIVEWAY
CMU	CONCRETE MASONRY UNIT
EP	EDGE OF PAVEMENT
CLF	CHAIN LINK FENCE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	WATER CONTROL VALVE
	FIRE HYDRANT
	AS NOTED
	LIGHT POLE
	AIR CONDITIONING UNIT
	POSITION OF GEODETIC COORDINATES
	SPOT ELEVATION
	STADIUM LIGHT W/ ANTENNAS
	LIMITS OF LESSOR'S PROPERTY
	CHAIN LINK FENCE
	WOOD OR IRON FENCE
	ELECTRIC UTILITY MARKING
	TELCO UTILITY MARKING
	CABLE UTILITY MARKING
	EASEMENT

POSITION OF GEODETIC COORDINATES
LATITUDE 33° 34' 39.2" NORTH (NAD83)
LONGITUDE 112° 11' 24.4" WEST (NAD83)
GROUND ELEVATION @ 1178.5' (NAVD88)

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSOR'S LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS "GEOID 09" MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #21105559, ISSUED BY GREAT AMERICAN TITLE AGENCY, INC., DATED JUNE 18, 2012. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.
NOTE: SCHEDULE "B" ITEM #13 IS AS SHOWN HEREON. ALL OTHER ITEMS ARE EITHER NOT PLOTTABLE, ARE NOW CONSIDERED RIGHT-OF-WAY, OR DO NOT AFFECT THE SUBJECT SITE.

SURVEYOR'S NOTES

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SURVEY DATE
07/19/12

GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

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KDC PROJECT NUMBER:
103059.001

DRAWN BY:	CHECKED BY:
MF	DA

REV.	DATE	ISSUED FOR
0	07.23.2012	CLIENT REVIEW

RF SIGNATURE	DATE
CONSTRUCTION SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE

SIGNATURE ABOVE INDICATES APPROVAL OF ALL DOCUMENTS ATTACHED. ANY CHANGES PRIOR TO APPROVAL MAY RESULT IN ADDITIONAL DESIGN AND/OR CONSTRUCTION COSTS.

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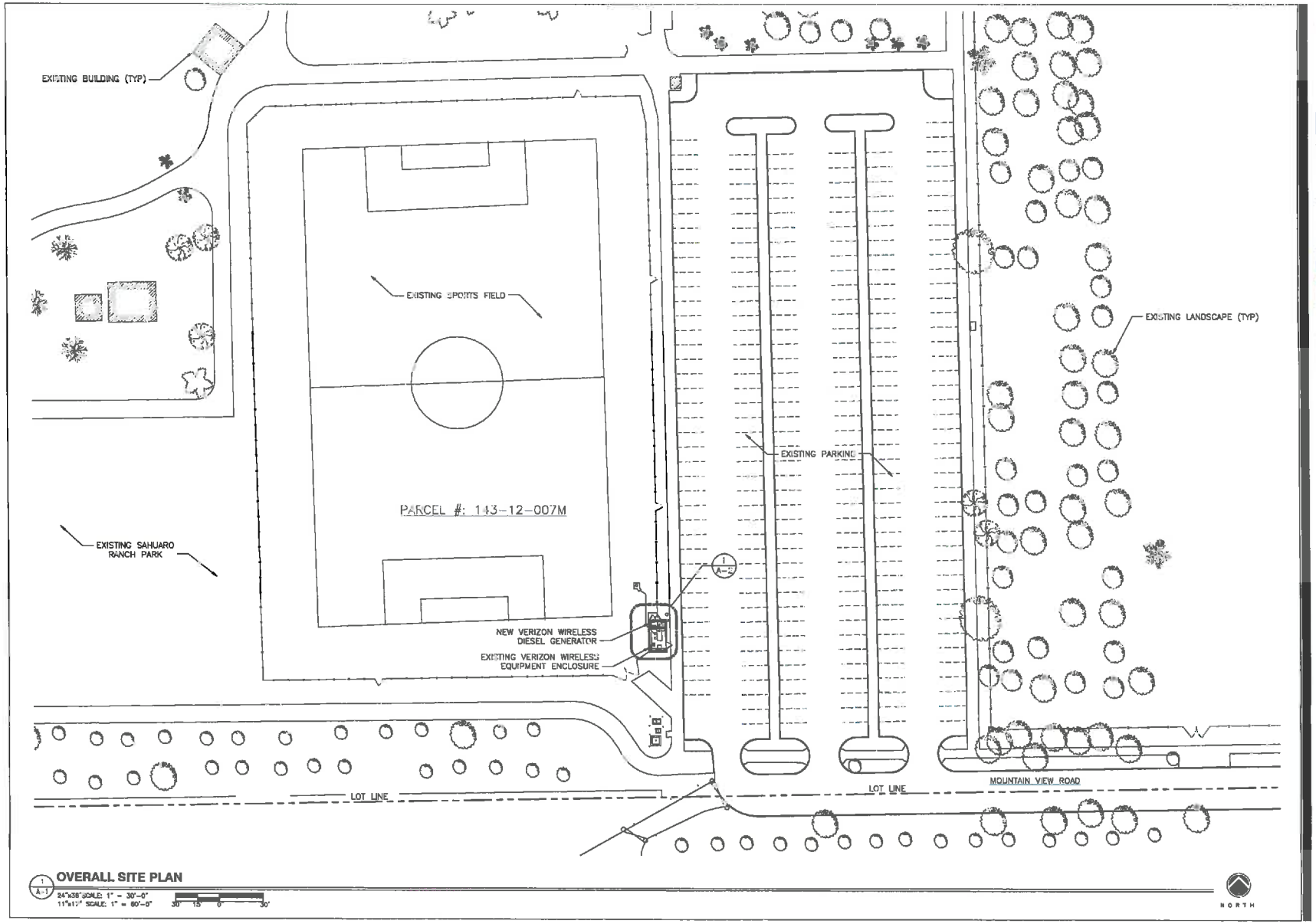
Ambit
1420 SOUTH PRICE ROAD STE. 209C
CHANDLER, ARIZONA 85286 (602)483-0472

SITE INFORMATION:
SITE NAME:
PHO-OLIVE
SITE ADDRESS:
9802 NORTH 59TH AVENUE
GLENDALE, ARIZONA 85302

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
LS-1



OVERALL SITE PLAN

24"x36" SCALE: 1" = 30'-0"
11"x17" SCALE: 1" = 60'-0"

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GENERAL DYNAMICS

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KDC PROJECT NUMBER:
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REGISTERED ARCHITECT
28153
KENNETH D. CAMP
11/20/12
ARIZONA U.S.A.
EXPIRES 6/30/2013

SITE INFORMATION:

SITE NAME:
PHO OLIVE (GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

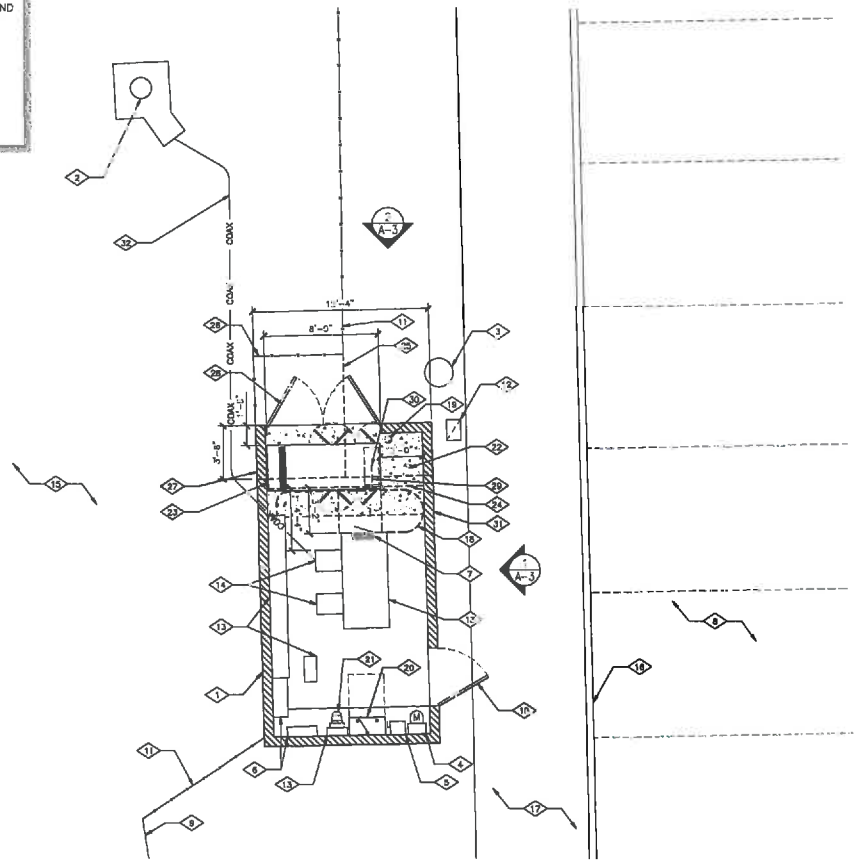
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A-1

NOTES:

1. ALL NEW PENETRATIONS THRU EXISTING SHELTER WALL SHALL BE MINIMIZED. REUSE EXISTING CONDUIT PENETRATIONS FROM REMOVED GENERATOR RECEPTACLES OR GENERATOR DISCONNECTS. IF EXISTING PENETRATION IS NOT REUTILIZED AFTER REMOVAL OF GENERATOR RECEPTACLES AND GENERATOR DISCONNECTS, CONTRACTOR SHALL PROVIDE A NEW EXTERIOR RATED JUNCTION BOX AND FIRE CAULK AS REQUIRED TO COVER EXPOSED PENETRATION. CONTRACTOR TO NOTIFY GENERAL DYNAMICS AND VERIZON WIRELESS OF ANY ADDITIONAL EXISTING EXPOSED PENETRATIONS.

2. ALL EXCAVATION / TRENCHING WITHIN THE COMPOUND AREA SHALL BE PERFORMED BY HAND ONLY. NO MACHINERY SHALL BE UTILIZED DURING THE PROCESS AS TO AVOID DAMAGE TO ANY AND ALL UNDERGROUND UTILITIES.



KEY NOTES

1. EXISTING VERIZON WIRELESS EQUIPMENT ENCLOSURE
2. EXISTING MONOPOLE
3. EXISTING LIGHT POLE
4. EXISTING METER
5. EXISTING MAIN DISCONNECT
6. EXISTING TELEPHONE TERMINAL
7. EXISTING ELECTRICAL PANEL "A"
8. EXISTING PARKING LOT
9. EXISTING GATE
10. EXISTING GATE TO BE REMOVED, INSTALL NEW SINGLE SWING ACCESS GATE SIMILAR TO DETAIL 1/A-5
11. EXISTING CHAIN-LINK FENCE
12. EXISTING UNDERGROUND VAULT
13. EXISTING EQUIPMENT
14. EXISTING HVAC
15. EXISTING SPORTS FIELD
16. EXISTING CURB
17. EXISTING SIDEWALK
18. EXISTING CONDUIT
19. EXISTING GROUND WELL
20. NEW AUTOMATIC TRANSFER SWITCH TO REPLACE EXISTING MANUAL TRANSFER SWITCH PURCHASED BY VERIZON WIRELESS DELIVERED AND INSTALLED BY CONTRACTOR. SEE "NOTES" SEE ELECTRICAL DRAWINGS
21. EXISTING GENERATOR RECEPTACLE TO BE REMOVED SEE "NOTES"
22. NEW WALL FOUNDATION / CONCRETE PAD, PROVIDE POSITIVE DRAINAGE TO GATES/EXTERIOR. SEE STRUCTURAL CALCULATIONS AND DETAILS
23. NEW VERIZON WIRELESS DIESEL DRIVEN STAND BY GENERATOR WITH SOUND ATTENUATED WATERPROOF ENCLOSURE PURCHASED BY VERIZON WIRELESS DELIVERED AND INSTALLED BY CONTRACTOR. REFER TO MANUFACTURER SPECS & DETAILS. SEE SHEET A-4 FOR DETAILS. SEE ELECTRICAL DRAWINGS
24. PORTION OF EXISTING CMU WALL TO BE REMOVED
25. PORTION OF EXISTING CHAIN-LINK FENCE TO BE REMOVED
26. NEW FENCE TO MATCH EXISTING, SEE SHEET A-5 FOR DETAILS
27. NEW CMU / STUCCO WALL ADDITION, COLOR AND FINISH TO MATCH EXISTING WALL, SEE STRUCTURAL CALCULATIONS AND DETAILS
28. NEW DOUBLE SWING ACCESS GATE, SEE SHEET A-5 FOR DETAILS
29. NEW CONDUIT ROUTE, SEE ELECTRICAL DRAWINGS
30. STUB UP AREA, SEE DETAIL 2/A-4
31. EXISTING CMU / STUCCO WALL TO BE REPLACED WITH NEW 8'-4" HIGH CMU / STUCCO WALL, SEE STRUCTURAL CALCULATIONS AND DETAILS
32. EXISTING UNDERGROUND COAX ROUTE

1 A-2 **ENLARGED SITE PLAN**

24"x36" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"
4' 3' 2' 1' 0' 4'

NORTH

verizonwireless
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126 W. GEMINI DRIVE
TEMPE, ARIZONA 85283

GENERAL DYNAMICS
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TEMPE, AZ 85283

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KDC PROJECT NUMBER:
103052.208

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SP	db

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REGISTERED ARCHITECT
26153
KENNETH D. CAMP
11/20/12
ARIZONA U.S.A.
EXPIRES 6/30/2013

SITE INFORMATION

SITE NAME:
PHO OLIVE (GENERATOR)

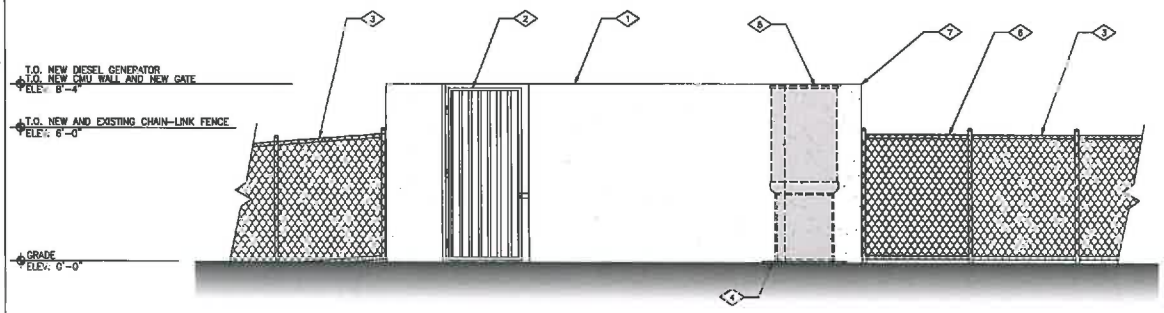
SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
A-2

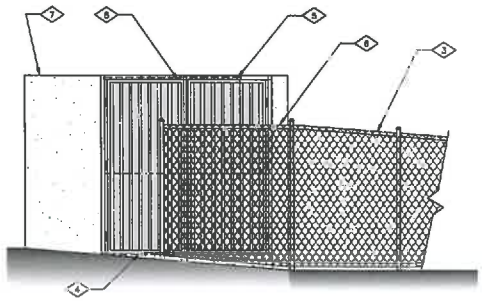
KEY NOTES

1. EXISTING CMU / STUCCO WALL TO BE REPLACED WITH NEW CMU / STUCCO WALL, SEE STRUCTURAL CALCULATIONS AND DETAILS
2. EXISTING GATE TO BE REMOVED, INSTALL NEW SINGLE SWING ACCESS GATE SIMILAR TO DETAIL 1/A-5
3. EXISTING CHAIN-LINK FENCE
4. NEW WALL FOUNDATION / CONCRETE PAD, PROVIDE POSITIVE DRAINAGE TO GATES / EXTERIOR. SEE STRUCTURAL CALCULATIONS AND DETAILS
5. NEW VERIZON WIRELESS DIESEL DRIVEN STAND BY GENERATOR WITH SOUND ATTENUATED WATERPROOF ENCLOSURE PURCHASED BY VERIZON WIRELESS DELIVERED AND INSTALLED BY CONTRACTOR. REFER TO MANUFACTURER SPECS & DETAILS. SEE SHEET A-4 FOR DETAILS. SEE ELECTRICAL DRAWINGS
6. NEW FENCE TO MATCH EXISTING, SEE SHEET A-5 FOR DETAILS
7. NEW CMU / STUCCO WALL ADDITION, COLOR AND FINISH TO MATCH EXISTING WALL, SEE STRUCTURAL CALCULATIONS AND DETAILS
22. NEW DOUBLE SWING ACCESS GATE, SEE SHEET A-5 FOR DETAILS



1 / A-3 **EAST ELEVATION**

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"



2 / A-3 **NORTH ELEVATION**

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

verizonwireless
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128 N. GRIMES DRIVE
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GENERAL DYNAMICS

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KDC PROJECT NUMBER:
103059.008

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26153
KENNETH D. CAMP
11/20/12
ARIZONA, U.S.A.
EXPIRES 6/30/2013

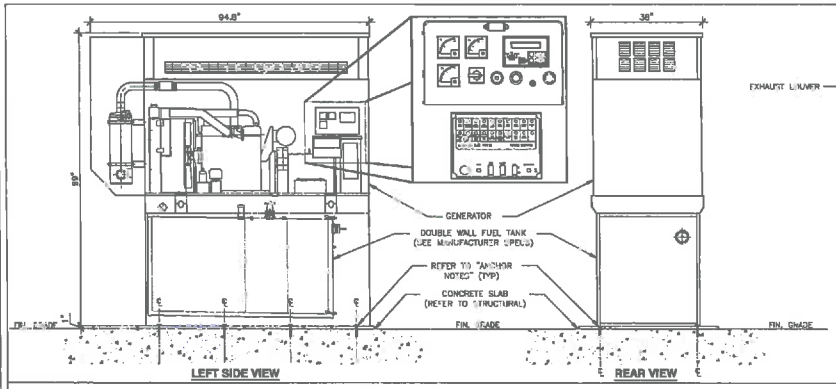
SITE INFORMATION:

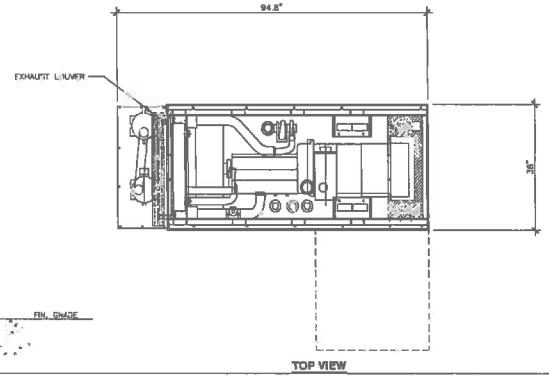
SITE NAME:
PHO OLIVE (GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
EAST AND NORTH ELEVATIONS

SHEET NUMBER:
A-3





MANUFACTURERS SPECS:		
	DESCRIPTION	
DIMENSION	94.8" x 38" x 93.1"	
POWER	STANDBY 48 KW (60 HZ)	SINGLE PHASE
FUEL	DIESEL #2	
WEIGHT	3750 LB (DRY)	
CAPACITY	210 GAL. FILL 180 GAL. (80%)	

REFER TO DETAIL 5/A-4 FOR SIGNAGE

ANCHOR NOTES:
1. (4)-1/2"ø STAINLESS STEEL KWIK BOLT 3 EXP. ANCHORS W/ 3-1/2" EMBED. ON LONG SIDE OF GENERATOR, (8) TOTAL
2. CONTRACTOR TO VERIFY MOUNTING HOLE LOCATIONS WITH GENERATOR (MANUFACTURER'S) SPECS PRIOR TO ATTACHMENT

1 A-4 **GENERATOR DETAIL**
NOT TO SCALE

2 A-4 **NOT USED**
NOT TO SCALE

3 A-4 **NOT USED**
NOT TO SCALE

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND AS STIPULATED BY PROJECT MANAGER.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE PCS EQUIPMENT, TOWER AREAS, AND ADJACENT BUILDINGS.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO THE CRUSHED STONE APPLICATION.

SUBGRADE AND BASE PREPARATION:

1. COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN SUCCESSIVE, HORIZONTAL, APPROXIMATELY SIX- TO EIGHT-INCH LOOSE LIFTS AND MECHANICALLY COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY.
2. ANY ORGANIC MATERIAL, DELETERIOUS MATERIAL, OR DISTURBED SOIL SHALL BE REMOVED FROM FLATWORK AREAS. THE GROUND SURFACE SURROUNDING EXTERIOR STRUCTURES SHALL BE SLOPED TO DRAIN AWAY IN ALL DIRECTIONS.

4 A-4 **CIVIL NOTES**
NOT TO SCALE

1. ALL SIGNS SHALL BE UV-RESISTANT FOR OUTDOOR USE.
2. ALL SIGNS SHALL HAVE A MINIMUM 5-YEAR GUARANTEE WITHOUT SHOWING ANY SIGNS OF FADING OR DEGRADATION
3. ALL SIGNS SHALL HAVE ROUNDED CORNERS WITH PRE-DRILLED HOLES AND WEATHER PROOF PRESSURE SENSITIVE ADHESIVE BACKING FOR MOUNTING.
4. ALL SIGNS SHALL BE PROVIDED PER THEIR SPECIFIC REQUIREMENTS, UNLESS OTHERWISE SPECIFIED DUE TO SIZE RESTRAINTS OR LANDLORD DEMANDS.

GENERAL SIGNAGE NOTES

NO SMOKING OR OPEN FLAMES WITHIN 25 FEET

SIGN REQUIREMENT:
MATERIAL- 8 1/2"x11" 70MIL THICK WHITE PLASTIC.

COLOR AND LETTERING- PER OSHA 1910.145: REGULATIONS OF ACCIDENT PREVENTION SIGNS AND TAGS.

MOUNTING - VERIFY MOUNTING LOCATION WITH LOCAL FIRE INSPECTOR

DANGER SIGNAGE

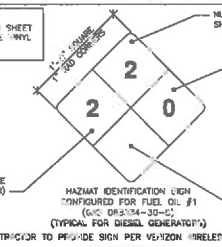
SPECIFICATIONS:

1. FONT STYLE USED: NUMBERS-HELVETICA BOLD EXTENDED LETTERS-HELVETICA BLACK BT
2. NUMBERS SHALL BE A MINIMUM OF 3-1/2" HIGH WITH 11/16" STOKE WIDTH
3. LETTERING FOR WHITE SPECIAL HAZARD BOX:
   ONE LINE: 1-3/4" HIGH WITH 9/16" STROKE WIDTH
   TWO LINES: 1-3/8" HIGH WITH 7/16" STROKE WIDTH
   THREE LINES: 1-1/4" HIGH WITH 3/8" STROKE WIDTH
4. NUMBERS AND LETTERS ARRANGED BY COLOR AS SHOWN ABOVE.
5. SIGN SHALL BE POSTED AT LOCATION APPROVED BY THE CITY'S FIRE DEPARTMENT

TANK SIGNAGE SPECIFICATIONS

SIGN MATERIAL:
.080" THICK ALUMINUM SHEET WITH WHITE REFLECTIVE VINYL BACKGROUND

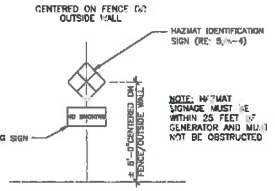
NUMBERING SYSTEM
4-SEVERE DANGER
3-HIGH DANGER
2-MODERATE DANGER
1-SLIGHT HAZARD
0-NO HAZARD



HAZMAT IDENTIFICATION SIGN CONFIGURED FOR FUEL OIL #1 (GVO DRS334-30-C)
(TYPICAL FOR DIESEL GENERATOR)

CONTRACTOR TO PROVIDE SIGN PER VERIZON WIRELESS STANDARDS

TANK SIGNAGE



NOTE: HAZMAT SIGNAGE MUST BE WITHIN 25 FEET OF GENERATOR AND MUST NOT BE OBSTRUCTED

HAZMAT SIGNAGE

5 A-4 **GENERATOR SIGNAGE**
NOT TO SCALE

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REV.	DATE	ISSUED FOR
0	11.16.2012	CONSTRUCTION

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REGISTERED ARCHITECT
28153
KENNETH D. CAMP
11/20/12
ARIZONA U.S.A.
EXPIRES 6/30/2013

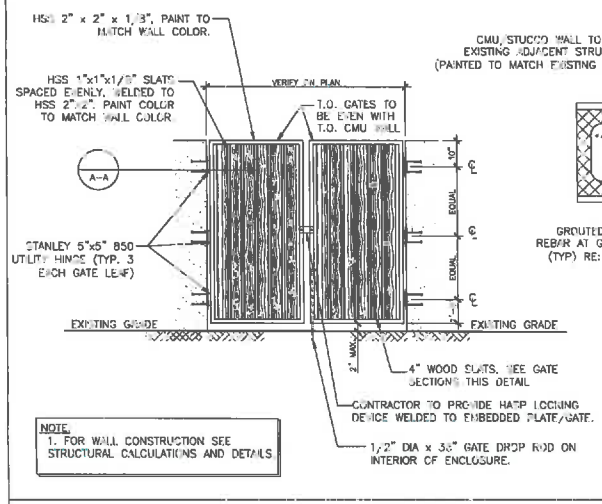
SITE INFORMATION:

SITE NAME:
PHO OLIVE
(GENERATOR)

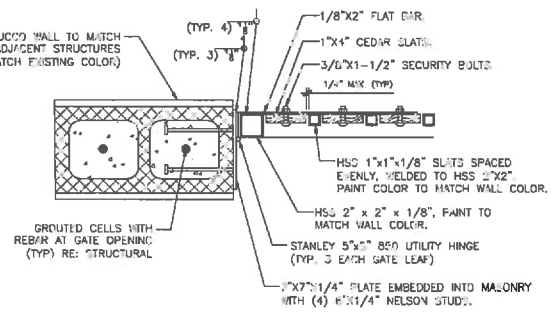
SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
GENERATOR DETAILS AND GENERAL NOTES

SHEET NUMBER:
A-4



NOTE:
1. FOR WALL CONSTRUCTION SEE STRUCTURAL CALCULATIONS AND DETAILS.

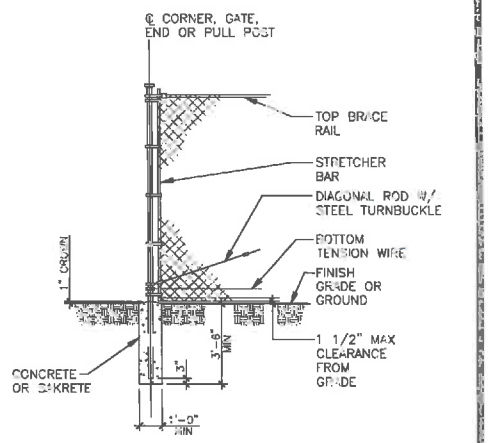


GATE SECTION A-A AT CMU WALL
N.T.S.

NOTES:
1. STEEL AND CEDAR SLAT GATE PLATES SHALL BE SPACED EVENLY IN ORDER TO ACHIEVE A GAP OF LESS THAN 1/2"
2. ALL HARDWARE TO BE HOT DIP GALVANIZED.
3. BARBED WIRE: DOUBLE STRAND 12-1/2 GAUGE TWISTED WIRE GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS. (OPTIONAL)
4. LOCAL ORDINANCE FOR BARBED WIRE PERMIT SHALL GOVERN INSTALLATION.

1 A-5 WOOD GATE DETAIL

NOT TO SCALE



2 A-5 FENCE / FOOTING DETAIL

NOT TO SCALE

TYPICAL WOVEN WIRE FENCING NOTES

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F- 900)

1. GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 2 7/8"ø SCHEDULE 40 FOR GATE WIDTHS UP THROUGH 6 FEET OR 12 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
2. LINE POST: 2-3/8"ø SCHEDULE 40 PIPE PER ASTM-F1083.
3. GATE FRAME: 1 1/2"ø SCHEDULE 40 PIPE PER ASTM-F1083.
4. TOP RAIL & BRACE RAIL: 1 1/4"ø SCHEDULE 40 PIPE PER ASTM-F1083.
5. FABRIC: 9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392 CLASS 1.
6. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 24" INTERVALS. INSTALL HOG RINGS ON TENSION WIRE AT 24" INTERVALS.
7. TENSION WIRE: 7 GA. GALVANIZED STEEL.
8. BARBED WIRE: DOUBLE STRAND 12-1/2 GAUGE TWISTED WIRE, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS. (IF USED)
9. GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK (KEYED ALIKE FOR ALL SITES OR COMBINATION AS SPECIFIED BY AWS).
10. LOCAL ORDINANCE FOR BARBED WIRE PERMIT SHALL GOVERN INSTALLATION.
11. HEIGHT = 6' VERTICAL + 1' BARBED WIRE VERTICAL DIMENSION. (OPTIONAL)
12. ALL WORK SHALL CONFORM WITH THE DESIGN AND CONSTRUCTION SPECIFICATIONS FOR FENCES.

3 A-5 FENCING NOTES

NOT TO SCALE

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121 W. GEMINI DRIVE
TEMPE, ARIZONA 85283

GENERAL DYNAMICS
6744 S. DATELAND, SUITE B
TEMPE, AZ 85283

KDC
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KDC PROJECT NUMBER:
103059.008

DRAWN BY:	CHECKED BY:
SP	db

REV.	DATE	ISSUED FOR
0	11.16.2012	CONSTRUCTION

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REGISTERED ARCHITECT
28153
KENNETH D. CAMP
11/20/12
ARIZONA U.S.A.
EXPIRES 6/30/2013

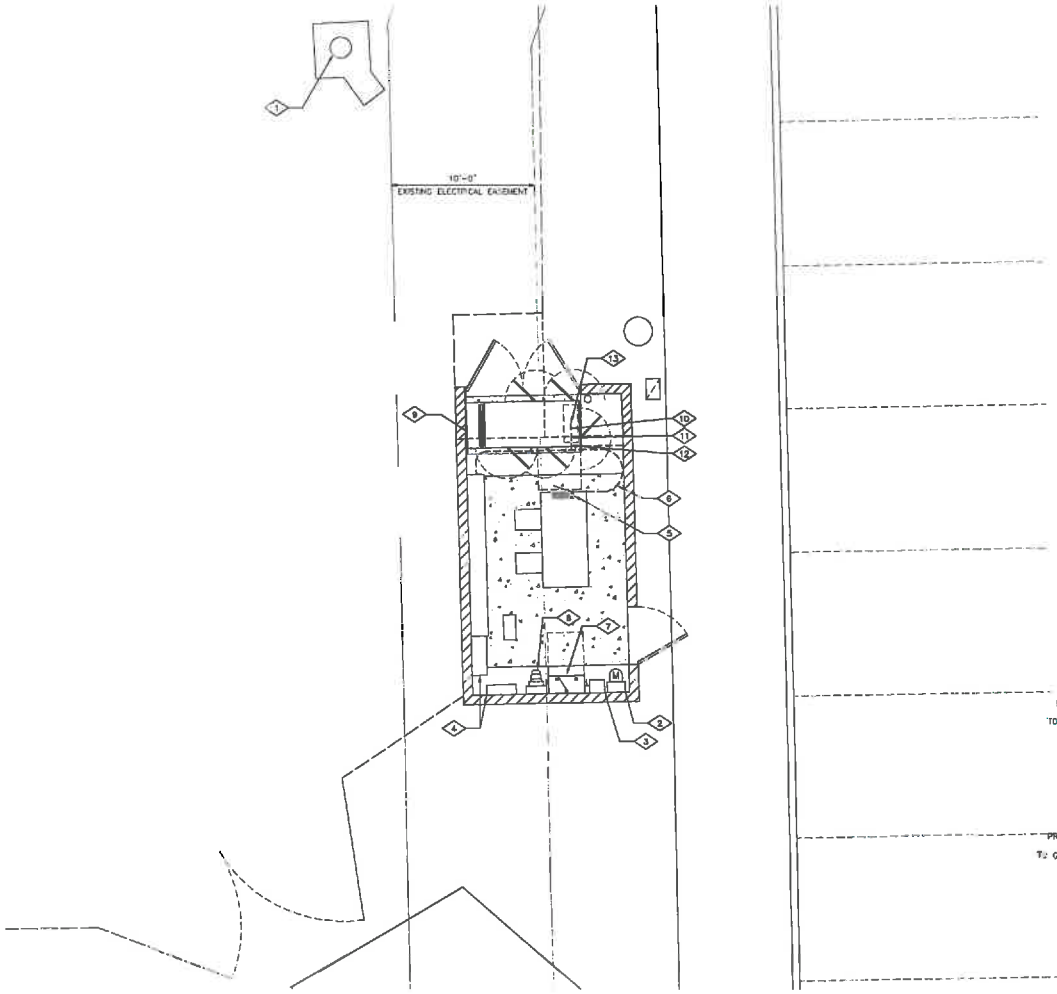
SITE INFORMATION:

SITE NAME:
PHO OLIVE (GENERATOR)

SITE ADDRESS:
5902 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
SITE ENCLOSURE DETAILS

SHEET NUMBER:
A-5



1 E-1 **ELECTRICAL SITE PLAN**

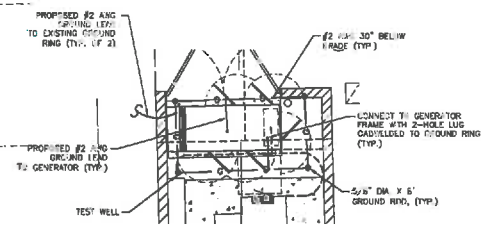
24"x36" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"
4' 3' 2' 1' 0' 4'

NOTES

1. THIS PROJECT ADDS A GENERATOR TO AN EXISTING VERIZON WIRELESS FACILITY. THE EXISTING EQUIPMENT IS ASSUMED TO HAVE PROPER FAULT CURRENT CAPABILITY. ANY NEW EQUIPMENT SHALL BE FULLY RATED TO MATCH EXISTING A.I.C. RATING.
2. ALL EXPOSED EXTERIOR ABOVE GROUND CONDUITS SHALL BE RIDGED, GALVENIZED, AND WITH WEATHERPROOF FITTINGS.

KEY NOTES

1. EXISTING MONOPOLE
2. EXISTING METER
3. EXISTING MAIN DISCONNECT
4. EXISTING TELEPHONE TERMINAL
5. EXISTING 200A ELECTRICAL PANEL "A"
6. EXISTING CONDUIT
7. NEW NEMA 3R, 200A/2P AUTOMATIC TRANSFER SWITCH TO REPLACE EXISTING MANUAL TRANSFER SWITCH PURCHASED BY VERIZON WIRELESS DELIVERED AND INSTALLED BY CONTRACTOR.
8. EXISTING GENERATOR RECEPTACLE TO BE REMOVED.
9. NEW 120/240V, 1ph, 3W, 48KW DIESEL DRIVEN STAND BY GENERATOR WITH SOUND ATTENUATED WATERPROOF ENCLOSURE PURCHASED BY VERIZON WIRELESS DELIVERED AND INSTALLED BY CONTRACTOR. REFER TO MANUFACTURER SPECS & DETAILS.
10. NEW UNDERGROUND CONDUIT ROUTE. (1) 2" CONDUIT FOR POWER.
11. NEW UNDERGROUND CONDUIT ROUTE. (1) 1" CONDUIT FOR HEATER AND CHARGER CIRCUITS TO EXISTING PANEL "A".
12. NEW UNDERGROUND CONDUIT ROUTE. (1) 1" CONDUIT FOR CONTROLS.
13. STUB UP AREA.



2 E-1 NTS **GENERATOR GROUNDING PLAN**

NORTH

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Construction Department
126 W GEMINI DRIVE
TEMPE, ARIZONA 85283

GENERAL DYNAMICS

DATELAND, SUITE B
TEMPE, AZ 85283

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KDC PROJECT NUMBER:
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SP	

REV.	DATE	ISSUED FOR
A	08.01.2012	CLIENT REVIEW

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EXP. 9/30/2012

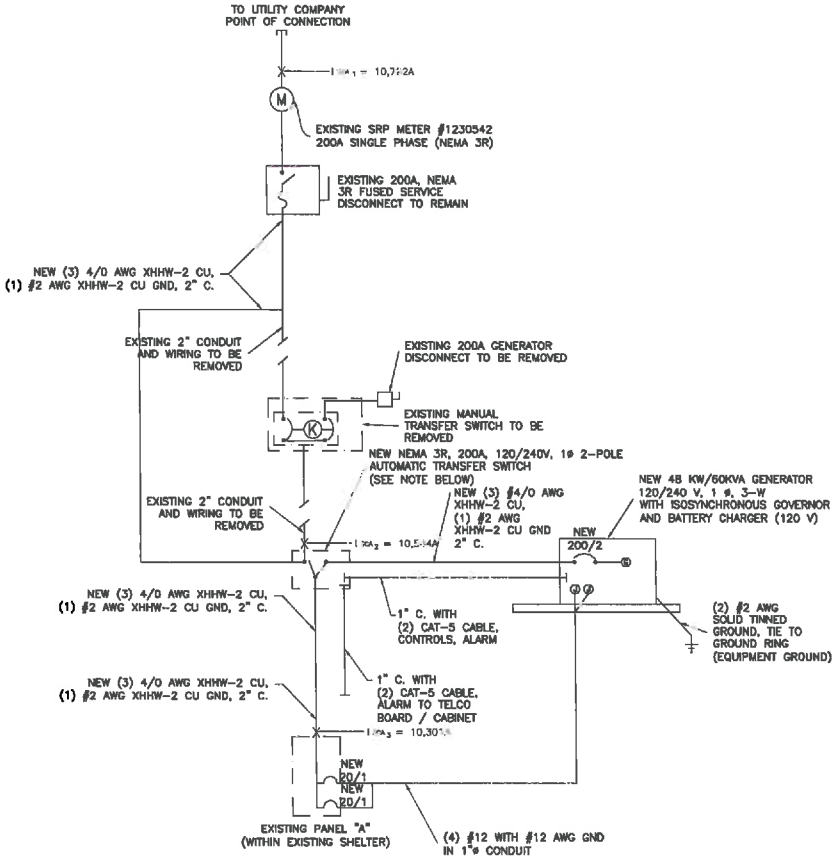
SITE INFORMATION:

SITE NAME:
PHO OLIVE (GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE
GLENDALE, AZ 85302

SHEET TITLE:
ELECTRICAL SITE PLAN

SHEET NUMBER:
E-1



NOTE:
THE GROUNDED CONDUCTOR (NEUTRAL) IS NOT DISCONNECTED WHEN THE TRANSFER SWITCH / GENERATOR IS ENGAGED – SEP. DERIVED GROUNDING IS NOT REQUIRED IN ACCORDANCE WITH N.E.C. ARTICLE 250

AUTOMATIC TRANSFER SWITCH SHORT CIRCUIT CURRENT RATING:
1. FUSIBLE SWITCH AHEAD OF ATS WITH 400A MAXIMUM CLASS J OR T FUSES = 200,000 RMS
2. 150A MAXIMUM CIRCUIT BREAKER (TYPE G.E. SELA36AT015G) AHEAD OF ATS = 25,000 RMS
3. 200A MAXIMUM CIRCUIT BREAKER (TYPE G.E. SELA36AT025G) AHEAD OF ATS = 25,000 RMS
4. 100A MAXIMUM CIRCUIT BREAKER (TYPE MITSUBISHI –NF-NL, FUJI – BU-LGA, ITE – KM, CUTLER-HAMMER – HLC, SQUARE D – TYPE LHL) AHEAD OF ATS = 25,000 RMS
5. 400A MAXIMUM CIRCUIT BREAKER (TYPE CUTLER-HAMMER – HLC OR G.E. – TJK) = 30,000 RMS

IF ONE OF THESE CONDITIONS DO NOT EXIST, REPLACE FUSES IN MAIN DISCONNECT OR MAIN BREAKER TO TYPE LISTED ABOVE.

ONE-LINE DIAGRAM 1

SHORT CIRCUIT CALCULATIONS

POINT TO POINT METHOD FOR SHORT CIRCUIT CALCULATIONS ILLUSTRATED IN BUSSMAN MANUFACTURING PUBLICATION FORM SPD90.

SERVICE: 120/240 V., 1-PHASE, 3W

I_{SCA_1} : AVAILABLE SHORT CIRCUIT CURRENT FROM UTILITY = 10,792 A.

$$FIND\ f = \frac{2.0 \times 4 \times 10,792}{15,082 \times 240} = 0.0239$$

$$FIND\ M = \frac{1}{1+f} = 0.977$$

I_{SCA_2} : SHORT CIRCUIT CURRENT AT NEW ATS = M x AVAILABLE S.C.

I = 10,544 A

$$FIND\ f = \frac{2.0 \times 4 \times 10,544}{15,082 \times 240} = 0.0233$$

$$FIND\ M = \frac{1}{1+f} = 0.977$$

I_{SCA_3} : SHORT CIRCUIT CURRENT AT EXISTING PANEL "A" = M x AVAILABLE S.C.

I = 10,301 A

FAULT CURRENT CALCULATIONS 2

PANEL A :120/240V, SINGLE PHASE, 200A MAIN BREAKER, 40 CIRCUIT, SURFACE MOUNT 22,000 AIC RATED

CIRCUIT DESCRIPTION	AMPS	CKT	A	B	A	B	CKT	AMPS	CIRCUIT DESCRIPTION
A/C UNIT #1	60	1	3520		–	–	2	30	TVSS
		3		3520			4		
A/C UNIT #2	60	5		3520	1000		6	20	RECTIFIER #1
		7	3520			1000	8		
A/C POWER FAIL	20	9	1000		1000		10	20	RECTIFIER #2
		11		1000		1000	12		
RECEPTACLES	20	13	540		1000		14	20	RECTIFIER #3
LIGHTS	20	15		540		1000	16		
SPACE		17			1000		18	20	RECTIFIER #4
SPACE		19				1000	20		
SPACE		21					22		SPACE
SPACE		23					24		SPACE
SPACE		25					26		SPACE
SPACE		27					28		SPACE
SPACE		29					30		SPACE
SPACE		31					32		SPACE
SPACE		33					34		SPACE
SPACE		35					36		SPACE
SPACE		37					38		SPACE
SPACE		39					40		SPACE
SUBTOTAL			8580	8580	4000	4000	WATTS		

CONNECTED LOAD ANALYSIS

TOTAL PHASE A LOAD	12,580
TOTAL PHASE B LOAD	12,580
TOTAL CONNECTED LOAD	25,160
TOTAL CONNECTED AMPS	105 A

* NEW CIRCUIT, NEW BREAKERS TO MATCH EXISTING

EXISTING PANEL 'A' SCHEDULE 3

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GENERAL DYNAMICS
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KDC PROJECT NUMBER: 103.30.008

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REV.	DATE	ISSUED FOR
A	08.01.2012	CLIENT REVIEW

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EXP. 9/30/2012

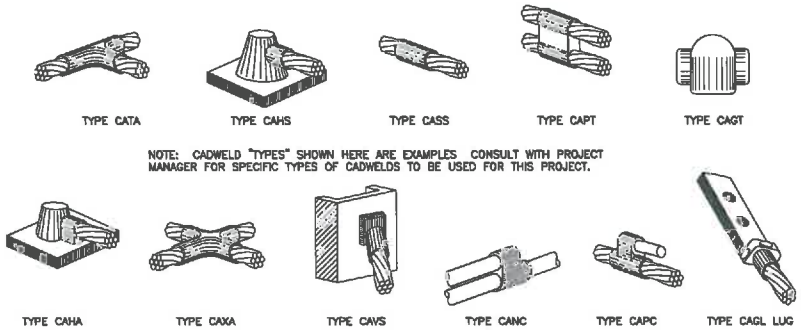
SITE INFORMATION:

SITE NAME:
PHO OLIVE
(GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

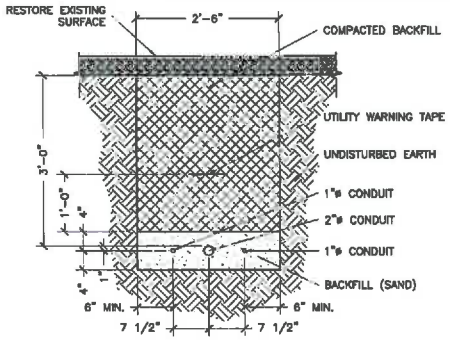
SHEET TITLE:
ONE LINE DIAGRAM
& CALCULATIONS

SHEET NUMBER:
E-2



EXOTHERMIC WELD DETAILS 1

NOT USED 2

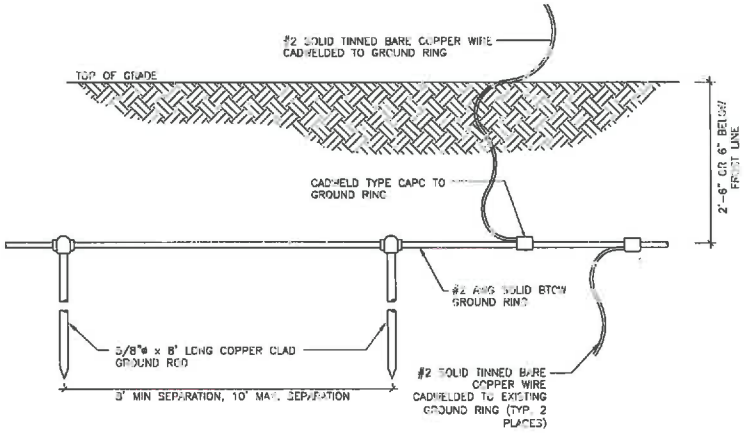


CONDUIT TRENCHING DETAIL 3

GROUNDING NOTES:

1. ALL INSTALLATIONS TO BE FIELD VERIFIED.
2. ALL GROUND WIRE SHALL BE #2 AWG TINNED SOLID BARE COPPER UNLESS OTHERWISE NOTED.
3. ALL GROUND WIRES SHALL PROVIDE A STRAIGHT, DOWNWARD PATH TO GROUND WITH GRADUAL BENDS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED OR SHARPLY BENT.
4. CONTRACTOR SHALL COORDINATE INSTALLATION OF ANY GROUND RODS OR GROUND LEADS WITH FOUNDATION AND UNDERGROUND CONDUIT.
5. REFER TO GROUNDING PLAN FOR FURTHER GROUNDING REQUIREMENTS.
6. ALL EXPOSED GROUND LEADS TO BE RUN IN 1" PVC SEALTITE-CORE FLEX AND SEALED WITH SILICON SEALANT.
7. KOPR-SHIELD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL MECHANICAL GROUNDING CONNECTIONS.
8. ALL UNDERGROUND CONNECTIONS SHALL BE CADWELD CONNECTIONS.
9. ALL CADWELD CONNECTIONS SHALL BE INSTALLED UTILIZING THE PROPER CONNECTION/MOLD AND MATERIALS FOR THE PARTICULAR APPLICATION.
10. ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTION SHALL BE A MINIMUM OF 3/8" AND ALL SHALL BE STAINLESS STEEL.
11. PLASTIC CLIPS OR METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL BE USED TO FASTEN AND SUPPORT GROUNDING CONDUCTORS. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED.
12. TIE NEW GENERATOR GROUND RING TO EXISTING GROUND RING

GROUNDING NOTES 4



GROUND RING DETAIL 5

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Construction Department
126 W GEMINI DRIVE
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GENERAL DYNAMICS
8401 S. DATELAND, SUITE B
TEMPE, AZ 85283

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A	08 01 2012	CLIENT REVIEW

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SITE INFORMATION:

SITE NAME:
PHO OLIVE (GENERATOR)

SITE ADDRESS:
9802 N 59TH AVE.
GLENDALE, AZ 85302

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
E-3

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **LICENSE AGREEMENT FOR T-MOBILE WEST LLC**
Staff Contact: **Gregory Rodzenko, P.E., Acting City Engineer**

Purpose and Recommended Action

This is a request for City Council to adopt a resolution authorizing the City Manager to execute a license agreement. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the between the City of Glendale and T-Mobile West LLC (T-Mobile).

Background Summary

T-Mobile contacted the city to request permission to install a new wireless communication site within public right-of-way located at 17260 North 59th Avenue to operate wireless antennas and related equipment. This license agreement is for a five year term, with no more than four consecutive five year renewals.

Community Benefit/Public Involvement

T-Mobile's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Budget and Financial Impacts

The revenue generated from this agreement during the first five years of the associated license, including the three percent annual increase is projected at $77,500. All revenue shall be deposited into the General Fund.

Attachments

Staff Report

Resolution

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Gregory Rodzenko, P.E., Acting City Engineer**
Item Title:	**LICENSE AGREEMENT FOR T-MOBILE WEST LLC**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager forward this item for City Council consideration and approval. This item consists of the documents necessary to execute a license agreement between the City of Glendale and T-Mobile West LLC (T-Mobile), for the use of an area located within public right-of-way to operate wireless antennas and related equipment. Staff plans to request the City Council to adopt a resolution authorizing the City Manager to execute said license agreement.

BACKGROUND

T-Mobile contacted the city to request permission to install new wireless antennas and related equipment on an existing utility transmission pole within the Arizona Public Service Company substation located at 17260 North 59th Avenue (Greenbriar Substation). Currently, T-Mobile has facilities within public right-of-way at the following locations: 7978 North 53rd Avenue, 6510 West Cactus, and 5402 West Union Hills. T-Mobile's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fee charges for wireless cell site license agreements. These guidelines are also followed in negotiating the renewal of licenses for the various wireless companies as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other municipalities both locally and nationally.

The information in the table below outlines the pricing guidelines staff uses for new license agreements as well as renewals and amendments.

CATEGORY	DESCRIPTION	FEE RANGE
A	Utility company owned transmission poles (i.e. SRP, APS) within public right-of-way and require minimal space for additional	$10,000-$15,000

	facilities or enclosures. There are currently nine sites within this category.	
B	City-owned traffic signal poles within public right-of-way and require minimal space for additional facilities or enclosures. There are currently two sites within this category.	$13,000-$18,000
C	City parks; wireless facilities are placed on existing field light poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	$35,000-$40,000
D	Other city-owned property; wireless facilities are placed on existing flag poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	$25,000-$30,000

ANALYSIS

- This license agreement falls in Category A of the guidelines and is being charged accordingly.
- There will be no impact to any city departments, staff, or service levels.
- There are no costs incurred as a result of this action.
- There will be no additional construction needed as a result of this action.
- This license agreement is for a five year term, with no more than four consecutive five year renewals.

FISCAL IMPACTS

The revenue generated from this agreement during the first five years of the associated license, including the three percent annual increase is projected at $77,500. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4651 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR T-MOBILE WEST CORPORATION IN CITY RIGHT-OF-WAY LOCATED AT 17260 NORTH 59TH AVENUE, GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for T-Mobile West Corporation in City Right-of-Way located at 17260 North 59th Avenue, Glendale, Arizona. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_T-Mobile_17260 59.doc

LICENSE AGREEMENT
FOR T-MOBILE WEST LLC
IN CITY RIGHT-OF-WAY

C_____

This License Agreement for T-Mobile West LLC in City Right-of-Way ("Agreement") is executed to be effective the _____ day of _____, 2013 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and T-Mobile West LLC, L.L.C., a Delaware limited liability company registered in the State of Arizona ("Licensee").

WHEREAS, the City is the owner of certain right-of-way located in the City ROW ("Licensed Area"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the Licensee has installed and operates wireless communication antennas and related equipment specified in Section 1 below (collectively the "Communication Equipment") in the Licensed Area and has constructed certain improvements to such area, as depicted in the Site Plan (collectively the "Licensed Area" as more fully set forth in Section 1 below); and

WHEREAS, the City is willing to grant to the Licensee a license to use the Licensed Area for the operation of the Communication Equipment in accordance with the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Property Manager, whose approvals shall not be unreasonably withheld.

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the areas depicted in Exhibit A.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those

warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this Agreement shall be for a period of five (5) years (the "Initial Term"), commencing on the Effective Date and ending on the fifth anniversary thereof, unless sooner terminated as stated herein. This Agreement may be renewed for no more than four successive five-year Renewal Terms unless City notifies Licensee in writing of City's intent to not renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term due to: a violation of any term of this Agreement not cured within thirty (30) days notice; any subsequent violation of the same term since the original Effective Date of this Agreement; for any of the reasons listed under Section 16; or for any operations or incidents the City's Property Manager considers to be a danger to public safety.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month to month license and the Licensee must pay the City rent in an amount that is double the amount of rent that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement, which create only a license in the Licensed Area, which is revocable only as set forth expressly herein. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Licensed Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City will be an action for damages. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Licensed Area or the Licensee's use of the Licensed Area.

4. RENT; FEES; COSTS.

A. Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, rent in the amount of $15,000.00 per year, plus all appropriate taxes (see Section 23 below) beginning on the Effective Date, and each subsequent year of the term of this Agreement, up to and including the expiration or earlier termination thereof.

B. Rent will increase by three (3) percent annually on the anniversary of the Effective Date.

C. Rent is due on the first day of the anniversary date month of the Effective Date of this Agreement. Licensee shall pay the rent due for the current year in advance on the first business day of each anniversary month. If the Effective Date is not on the first day of a month, the Licensee's rent will be prorated accordingly.

C. If the Licensee fails to pay any rent in full when due, then after ten (10) business days of the due date, written notice will be sent to the Licensee that it is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City not to exceed $1000.00 related to the construction, repair, alteration or relocation of the Licensee's Communication Equipment. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Licensee's Communication Equipment.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other uses of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's

property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Property Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Licensee's Communication Equipment. The Licensee's Communication Equipment are limited to the equipment and facilities listed in Section 1 above and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Licensee's Communication Equipment. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area, the Licensee shall give the Property Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access an active, qualified and experienced representative to supervise the Licensee's Communication Equipment, who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Licensee's Communication Equipment. The Licensee shall provide the Property Manager or designee with the names, addresses and the 24-hour telephone numbers of designated persons in writing for Licensee is 888-662-4662.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair or improve the Licensed Area.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Licensee's Communication Equipment or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same.

ii) All work performed by Licensee must be in a workmanlike manner, and be diligently pursued to completion and in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's

Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance.

v) Licensee shall keep as-built records of any future modifications of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21, et seq., regarding underground facilities, and submit proof of participation to the Property Manager upon request.

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

vii) All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area.

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. The City's Property Manager or designee will serve as project manager for the City. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved

with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this Agreement or the Licensee's Improvements.

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification if required by building codes by an engineer licensed in Arizona, acceptable to the project manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the project manager may reasonably require.

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's project manager.

v) Licensee acknowledges that the Property Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Property Manager to initiate or suggest any particular process or course of action.

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's project manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements.

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees.

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures.

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed.

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion..

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Licensee's Communication Equipment in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Licensee's Communication Equipment in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required. Any rent or fees paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee thirty (30) days notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Licensee's infrastructure. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's

operations materially interfere with Licensee's infrastructure, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's infrastructure.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Licensee's infrastructure, and may assign this Agreement and the Licensee's infrastructure to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not assign or sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. PERFORMANCE BOND.

In addition to any other bond required by this Agreement, the Licensee shall, no later than thirty (30) days after the Effective Date, provide the City with a cash deposit, letter of credit or performance bond in the amount of $5,000.00. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and acceptable to the City's Risk Manager.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall provide to the City:

i) All relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall provide the City, without request, copies of any petition, application, communications or other documents related to any filing by the Licensee of bankruptcy, receivership or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) business days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default

within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. Acceptance of rent and other fees by the City for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Licensee's Communication Equipment or the Licensee's business.

iv) By Licensee, if the Licensed Area or Licensee's infrastructure are destroyed or damaged so as in Licensee's party's reasonable judgment the use of the Licensee's ground / pole equipment/infrastructure is substantially and adversely affected.

v) Upon thirty (30) days' written notice by Tenant if the Licensed Area or the Licensee's equipment is, or becomes unacceptable under Tenant's design or

engineering specifications for its communication facilities or the communications system to which the equipment belongs;

B. In order to exercise the termination provisions above the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or fault of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability and property damage insurance in the minimum amount of $5,000,000 combined single limit, $5,000,000 aggregate such limit may be satisfied by a combination of primary and umbrella policies. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain.

ii) Any other insurance, as the City's Risk Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the commercial general liability insurance policy as evidenced by a certificate of insurance and maintain coverage through the term of the Agreement;

iii) Require 20 days written notice to the City prior to cancellation (10 days due to non-payment);

iv) Include contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions; and

v) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION.

The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City, or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by next-business-day delivery via a nationally recognized overnight courier to the following addresses:

TO THE CITY:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attention: Property Manager
WITH A COPY TO:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attention: City Attorney
TO THE LICENSEE:	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: PCS Lease Administrator/PH10633 Emergency Contact Phone Numbers: NOCC 888-662-4662

B. Any notice given by certified mail is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Pursuant to paragraph 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the project manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City not including income taxes. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. LITIGATION.

This Agreement is governed by the laws of the State of Arizona. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Licensee's ground equipment infrastructure itself only in emergencies or upon reasonable notice to the Licensee.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and

around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of rent or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential infrastructure and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's infrastructure, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than ninety (90) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Property Manager within ten (10) thirty (30) days of receipt of the notice to relocate. The Property Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Property Manager's determination is final However, if Licensee is forced to relocate it may instead terminate this Agreement by giving the City ten (10) day's notice.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City or the Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee

shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. PROHIBITIONS.

Licensee, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et. seq* and 35-393 *et. seq*, that neither has "scrutinized" business operations, as defined in the preceding sections, in the countries of Sudan or Iran.

30. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

(Signatures appear on the following page.)

EXECUTED to be effective as of the date specified above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Horatio Skeete, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

T-Mobile West LLC

By:_____

Its:_____

STATE OF _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this ____ day of _____, 2013, by _____, in his or her capacity as _____of T-Mobile West LLC.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

(see attached)

T · · Mobile®

VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.

SITE NAME: APS GREENBRIAR SUBSTATION
SITE NUMBER PH10633C
CITY: GLENDALE
STATE: ARIZONA
DESIGN: NEW REPLACEMENT OF EXISTING QWEST ANTENNAS WITH ADDITION OF T-MOBILE ANTENNAS

ABBREVIATIONS

A.B.	ANCHOR BOLT(S)	HVAC	HEATING, VENTING AND AIR CONDITIONING
ABC	AGGREGATE BASE COURSE	ICBO	INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
A/C	AIR CONDITIONING		
A.M.S.L.	ABOVE MEAN SEA LEVEL		
AWG	AMERICAN WIRE GAUGE	IN	INCH
ANSI	AMERICAN NATIONAL STANDARD INSTITUTE	INFO	INFORMATION
BLDG.	BUILDING	INSUL.	INSULATION
BLK.	BLOCK	INT	INTERIOR
BM.	BEAM	K	KIP = 1000 LBS.
CALCS	CALCULATIONS	LB OR #	POUND(S)
CANT.	CANTILEVER	LL	LIVE LOAD
C-C	CENTER TO CENTER	MAX.	MAXIMUM
C.I.P.	CAST IN PLACE	MECH.	MECHANICAL
C.L.	CHAIN LINK FENCE	MIN.	MINIMUM
C.M.U.	CONCRETE MASONRY UNIT	MISC	MISCELLANEOUS
C	CENTER LINE	MTL.	METAL
CLR.	CLEAR	N	NORTH
COL.	COLUMN	NA	NOT APPLICABLE
CONC.	CONCRETE	NIC	NOT IN CONTRACT
CONN.	CONNECTION	No. OR #	NUMBER
CONSTR.	CONSTRUCTION	N.T.S.	NOT TO SCALE
CONT.	CONTINUE OR CONTINUOUS	O.C. OR C/C	ON CENTER
CTR. OR CNTR.	CENTER	O.D.	OUTSIDE DIAMETER
DBL.	DOUBLE	O.H.	OVERHAND
DET.	DETAIL	PERP.	PERPENDICULAR
DIA. OR Ø	DIAMETER	P.L.	PROPERTY LINE
DIM.	DIMENSION	PLF	POUNDS PER LINEAL FOOT
DN.	DOWN	PLYWD	PLYWOOD
DL	DEAD LOAD	PRELIM	PRELIMINARY
EQUAL	EQUAL(ED)	PSI	POUNDS PER SQUARE INCH
E	EAST	PT	PRESSURE TREATED
EA.	EACH	RAD.	RADIUS
EL. OR ELEV.	ELEVATION	RM	ROOM
EQ.	EQUAL	S	SOUTH
EQUIP.	EQUIPMENT	SCHED.	SCHEDULE
EQ	EACH WAY	SECT	SECTION
EXIST.	EXISTING	SH OR SHT	SHEET
EXT.	EXTERIOR	SIM.	SIMILAR
FND	FOUNDATION	SQ	SQUARE
FIN.	FINISH	SPEC.	SPECIFICATION
FUS.	FUSION	STL	STEEL
FLR.	FLOOR	SS	STAINLESS STEEL
FLUOR.	FLUORESCENT	STD.	STANDARD
FRMG.	FRAMING	STL.	STEEL
FTG.	FOOTING	T.	TOTAL LOAD
FW	FILLET WELD	TBND	TIE-BACKED
GA.	GAGE OR GAUGE	TOPO	TOPOGRAPHY
GALV.	GALVANIZED	TYP.	TYPICAL
GC OR GEN CONTR.	GENERAL CONTRACTOR	UBC	UNIFORM BUILDING CODE
GLU-LAM	GLUE LAMINATED	U.N.O.	UNLESS NOTED OTHERWISE
GRND	GROUND	VERT.	VERTICAL
G.N.	GENERAL STRUCTURAL NOTES	W	WIDE OR WIDTH
GYP. BD.	GYPSUM BOARD	W/	WITH
HORIZ.-HOR.	HORIZONTAL	W	WEST
HR	HOUR	WO	WHERE
H.S.	HIGH STRENGTH	W.W.F. OR W.W.M.	WELDED WIRE FABRIC

SYMBOLS

DETAIL REFERENCE · ELEVATION REFERENCE · SECTION REFERENCE · REVISION · NORTH ARROW

PROJECT SUMMARY

PROPERTY OWNER:
ARIZONA PUBLIC SERVICE COMPANY
P.O. BOX 53999 STA 8292
PHOENIX, ARIZONA 85072

SITE ADDRESS:
17260 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

APN: 200-48-012A
JURISDICTION: CITY OF GLENDALE
ZONING: A-1

APPLICANT:
T-MOBILE
2601 WEST BROADWAY ROAD
TEMPE, ARIZONA 85282
PHONE: (602) 643-3000
FAX: (602) 643-3503

ZONING/PERMITTING
CONTACT: DANIELLE WAECHTER
PHONE: (602) 405-6750

PROJECT DESCRIPTION:
NEW ONE (1) ANTENNAS PER SECTOR WITH 3 SECTORS (TOTAL OF 3 ANTENNAS) @ 0°, 120°, & 240° AZIMUTH MOUNTED INSIDE AN EXISTING CAMOUFLAGE TOP HAT OF AN EXISTING UTILITY POLE AT A 3RD CORNER OF 63.00' AND A TOTAL HEIGHT OF 65.0'. NEW EQUIPMENT CABINETS MOUNTED TO AN EXISTING 10'-0"x12'-0" EQUIPMENT FRAME WITH METAL GRATING AND RAILINGS.

CODES:
2003 INTERNATIONAL BUILDING CODE
2002 NATIONAL ELECTRIC CODE

OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: V-B

263-1100

CONSULTING TEAM

DESIGN COMPANY:
CUSTOM DESIGN SERVICES
3216 S. FAIR LANE
TEMPE, ARIZONA 85282
CONTACT: SHAWN EVANS
PHONE: (602) 758-5828
FAX: (602) 391-2132

CIVIL ENGINEER:
TERRA DYNAMIC ENGINEERING
2930 EAST NORTHERN AVENUE
SUITE, B-108
PHOENIX, ARIZONA 85028
CONTACT: ROBERT ORLANDO
PHONE: (602) 482-1603

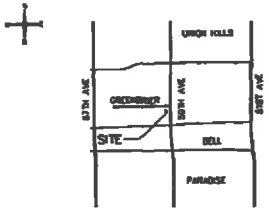
SURVEYOR:
WESTERN GEOMATICS SERVICES
6032 E. BASELINE RD.
MESA, AZ. 85206
CONTACT: JEFF COOK
PHONE: (480) 924-0660

ELECTRICAL ENGINEER:
PINEST ENGINEERING
6600 S. HOLLY CIRCLE, SUITE 304
ENGLEWOOD, COLORADO 80112
CONTACT: LORIN PINEST
PHONE: (303) 773-8773

SHEET INDEX

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION
LS-1	TOPOGRAPHIC SITE SURVEY
ARCHITECTURAL:	
C-1	SITE PLAN
C-2	ENLARGED SITE, DIMENSION PLAN AND ANTENNA PLAN
C-3	ELEVATIONS
ELECTRICAL:	
E-1	POWER/TELCO PLAN
E-2	1-LINE DIAGRAM AND PANEL SCHEDULE
E-3	GROUNDING PLAN AND NOTES

VICINITY MAP



SITE DIRECTIONS FROM T-MOBILE OFFICE:

TAKE THE I-10 NORTH TO THE LOOP 202. TAKE LOOP 202 WEST TO I-10 WEST TO I-17 NORTH. TAKE I-17 NORTH TO BELL ROAD. TAKE BELL ROAD WEST TO 59TH AVENUE. TAKE 59TH AVENUE NORTH TO THE SITE AT THE SOUTHWEST CORNER OF 59TH AVENUE AND GREENBRIAR.

NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL STRUCTURES, UNDERGROUND UTILITY AND CONDUITS, EITHER SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO ANY CONSTRUCTION, AND TO DESIGN ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO THESE FACILITIES. THE ENGINEERING AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.

2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUESTAKE AT LEAST TWO FULL WORKING DAYS (48 HOURS) PRIOR TO BEGINNING OF ANY EXCAVATION.

3. ALL FILL SHALL BE PLACED, COMPACTED, AND FILL TESTS PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF GEOTECHNICAL REPORT.

T · · Mobile

2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
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PLANS PREPARED BY
CDS
Custom Design Services
3216 S. Fair Lane
Tempe, Arizona 85282
Phone: (602) 758-5828
Fax: (602) 391-2132

TDE
TERRA DYNAMIC ENGINEERING, LLC
2930 EAST NORTHERN AVENUE, B-108
PHOENIX, ARIZONA 85028
PH: (602) 482-1603
FAX: (602) 928-2602

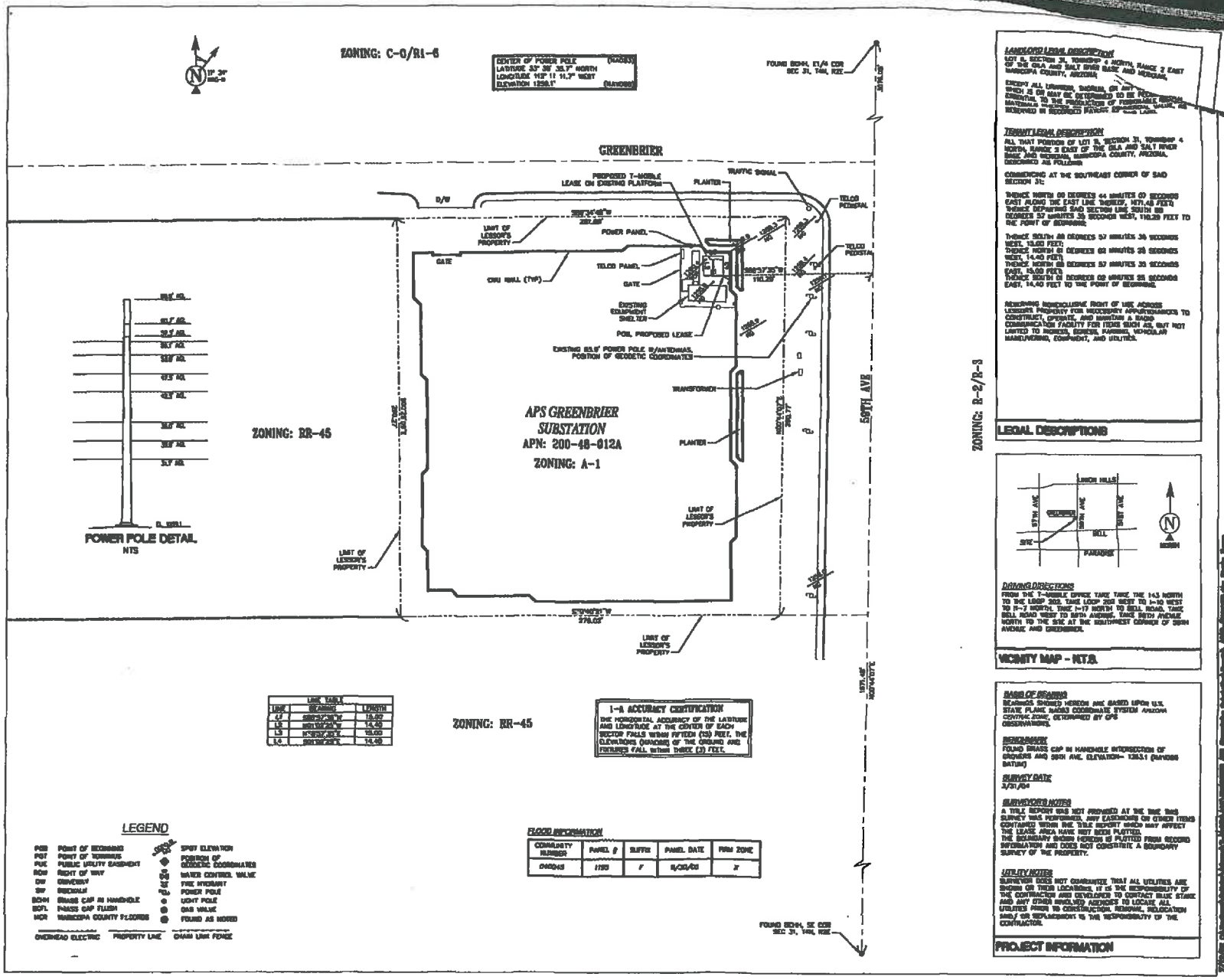
NO.	DATE	DESCRIPTION	BY
1	07/06/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04
PH10633C
APS GREENBRIAR SUBSTATION
17260 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE
TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION

SHEET NUMBER
T-1

APPROVAL BLOCK
07-12-06



LINE TABLE		
LINE	BEARING	LENGTH
L7	S89°57'26"W	15.00
L8	N01°02'34"W	14.40
L9	N89°57'26"E	15.00
L10	S01°02'34"E	14.40

1-A ACCURACY CERTIFICATION

THE HORIZONTAL ACCURACY OF THE LATITUDE AND LONGITUDE AT THE CENTER OF EACH VECTOR FALLS WITHIN FIFTEEN (15) FEET. THE ELEVATIONS (NAVD88) OF THE GROUND AND FIXTURES WALL within THREE (3) FEET.

LEGEND

POB	POINT OF BEGINNING	SPOT ELEVATION	
POT	POINT OF TERMINUS	POSITION OF GEODETIC COORDINATES	
PUE	PUBLIC UTILITY EASEMENT		
ROW	RIGHT OF WAY	WATER CONTROL VALVE	
DW	DRIVEWAY	FIRE HYDRANT	
SW	SIDEWALK	POWER POLE	
BCM	BRASS CAP IN HANDHOLE	LIGHT POLE	
BCFL	PINASS CAP FLUSH	GAS VALVE	
MCR	MARICOPA COUNTY R.I.ZONES	FOUND AS NOTED	
OVERHEAD ELECTRIC	PROPERTY LINE	CHAIN LINK FENCE	

FLOOD INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	PANEL DATE	FIRM ZONE
040045	1755	F	9/30/05	X

LANDLORD LEGAL DESCRIPTION

LOT 8, SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER AS IS OR MAY BE DETERMINED TO BE FISSIONABLE TO THE PRODUCTION OF FISSIONABLE MATERIALS [illegible] RESERVED IN RECORDED PATENT OF [illegible] LAND.

TENANT LEGAL DESCRIPTION

ALL THAT PORTION OF LOT 8, SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31;

THENCE NORTH 00 DEGREES 44 MINUTES 00 SECONDS EAST ALONG THE EAST LINE THEREOF, 1171.48 FEET;
THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, 110.28 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 57 MINUTES 34 SECONDS WEST, 15.00 FEET;
THENCE NORTH 01 DEGREES 02 MINUTES 26 SECONDS WEST, 14.40 FEET;
THENCE NORTH 89 DEGREES 57 MINUTES 35 SECONDS EAST, 15.00 FEET;
THENCE SOUTH 01 DEGREES 02 MINUTES 26 SECONDS EAST, 14.40 FEET TO THE POINT OF BEGINNING.

REMAINING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO MOTOR, SENSOR, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

LEGAL DESCRIPTIONS

DRIVING DIRECTIONS

FROM THE T-MOBILE OFFICE TAKE TAKE THE I-43 NORTH TO THE LOOP 202. TAKE LOOP 202 WEST TO I-10 WEST TO I-17 NORTH, TAKE I-17 NORTH TO BELL ROAD, TAKE BELL ROAD WEST TO 59TH AVENUE, TAKE 59TH AVENUE NORTH TO THE SITE AT THE SOUTHWEST CORNER OF 59TH AVENUE AND GREENBRIER.

VICINITY MAP - N.T.S.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA CENTRAL ZONE, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

FOUND BRASS CAP IN HANDHOLE INTERSECTION OF GREENBRIER AND 59TH AVE. ELEVATION= 1259.1 (NAVD88 DATUM)

SURVEY DATE

3/31/04

SURVEYOR'S NOTES

A TITLE REPORT WAS NOT PROVIDED AT THE TIME THIS SURVEY WAS PERFORMED. ANY EASEMENTS OR OTHER ITEMS CONTAINED WITHIN THE TITLE REPORT WHICH MAY AFFECT THE LEASE AREA HAVE NOT BEEN PLOTTED.
THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND / OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT INFORMATION

T-Mobile

CURRENT ISSUE DATE
7/12/06

REVISIONS		
NO.	DATE	DESCRIPTION
0	[illegible]	SUBMITTAL

SITE NUMBER
PH10633C

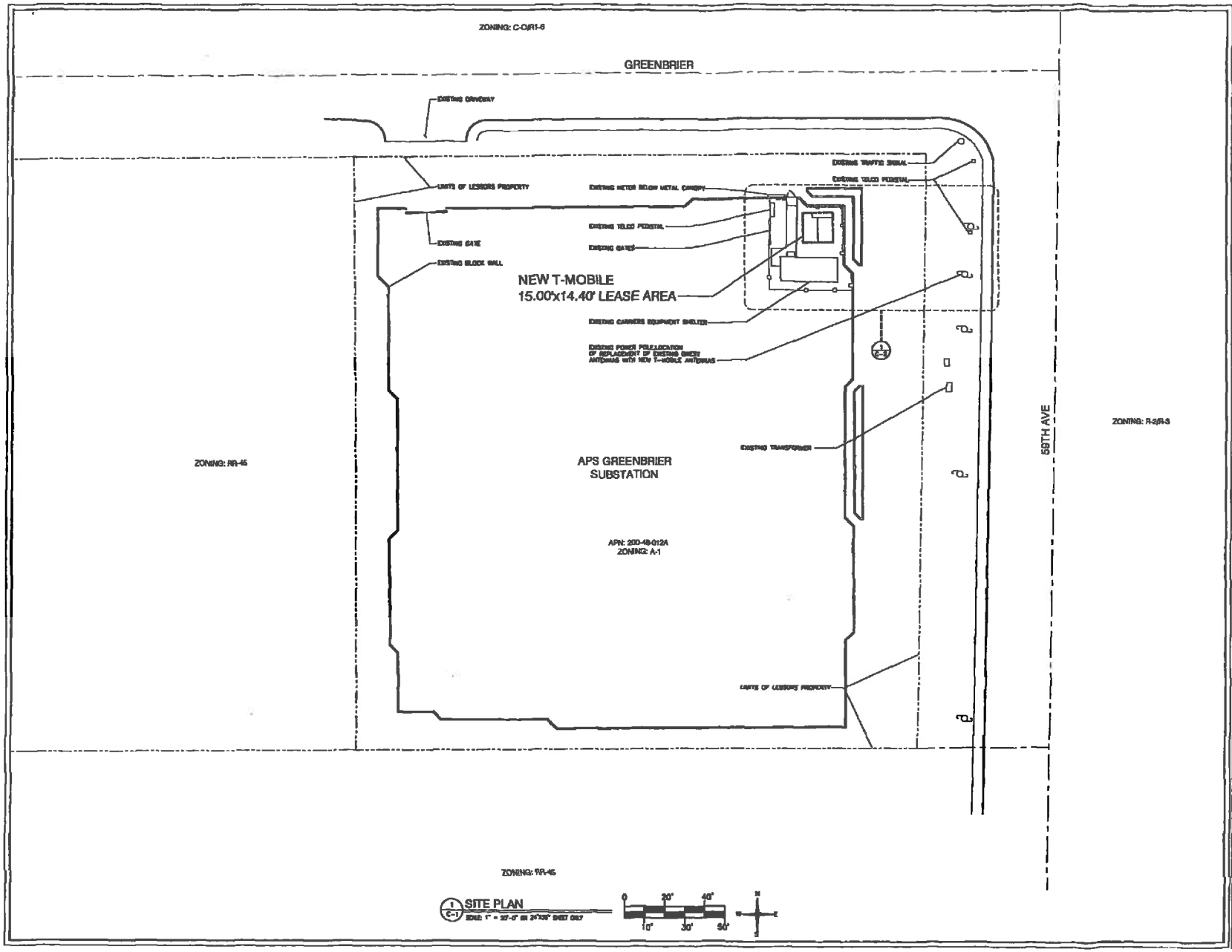
SITE NAME
APS GREENBRIER SUBSTATION

SITE ADDRESS
17260 N. 59TH AVE GLENDALE, AZ 85353

SHEET TITLE
SITE SURVEY

SHEET NUMBER
LS-1

CAD # [illegible] | PLOT SCALE: 1=40'



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NO.	DATE	DESCRIPTION	BY
1	07/05/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04

PH10633C

APS GREENBRIAR SUBSTATION

17280 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

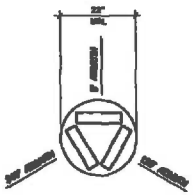
SHEET TITLE

SITE PLAN

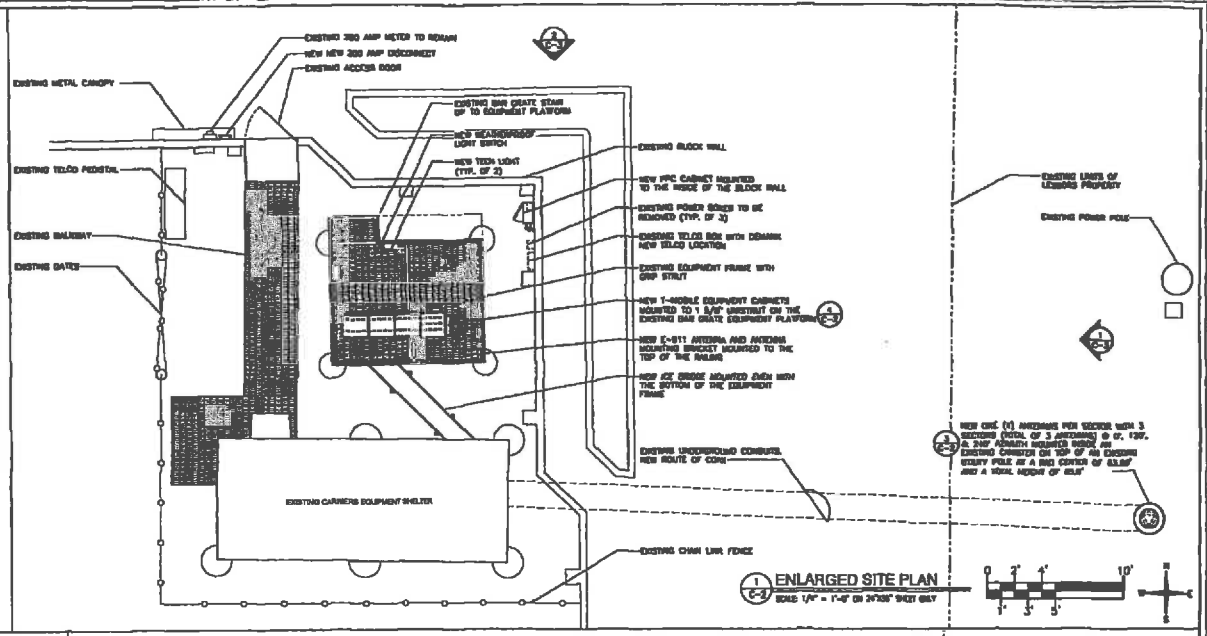
SHEET NUMBER

C-1

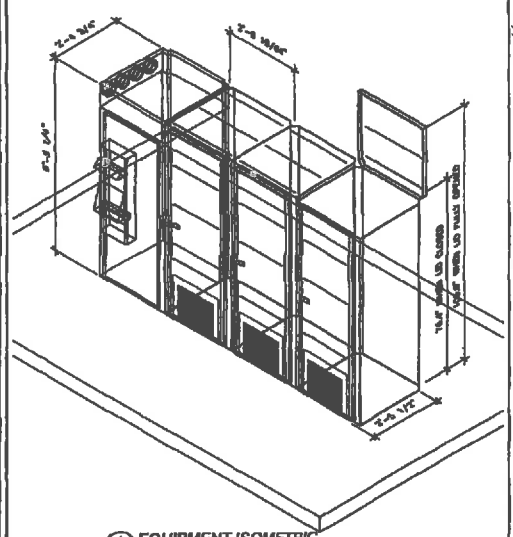
APPROVAL BLOCK



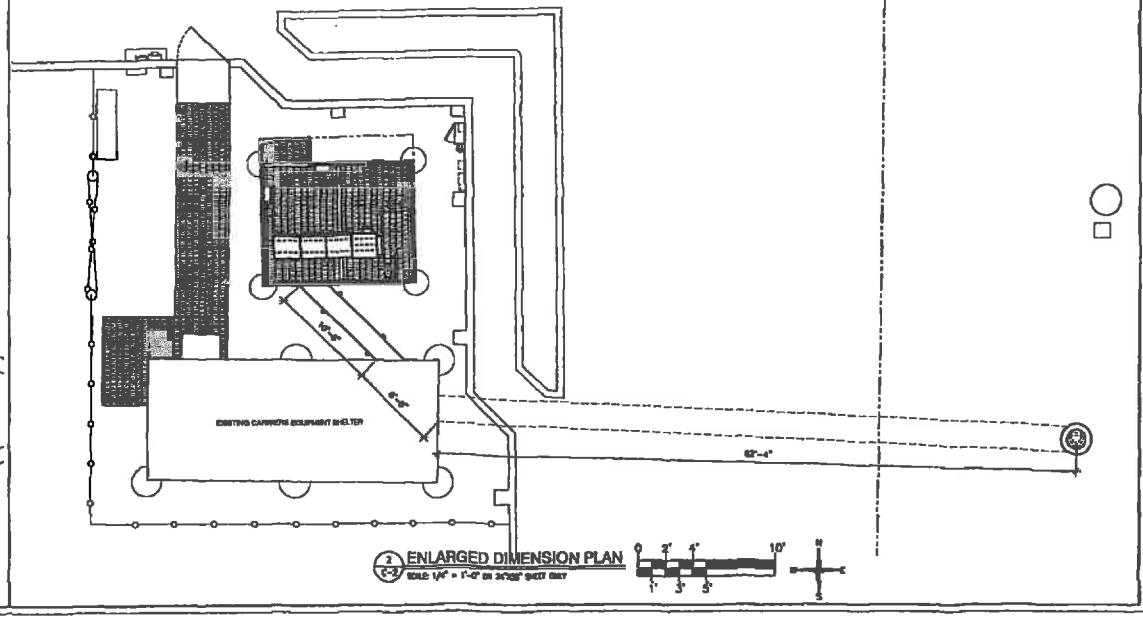
3 C-2 ANTENNA PLAN
N.T.S.



1 C-2 ENLARGED SITE PLAN
SCALE 1/4" = 1'-0" ON 24"X36" SHEET ONLY



4 C-2 EQUIPMENT ISOMETRIC
N.T.S.



2 C-2 ENLARGED DIMENSION PLAN
SCALE 1/4" = 1'-0" ON 24"X36" SHEET ONLY

T-Mobile

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NO.	DATE	DESCRIPTION	BY
1	07/06/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04

PH10633C

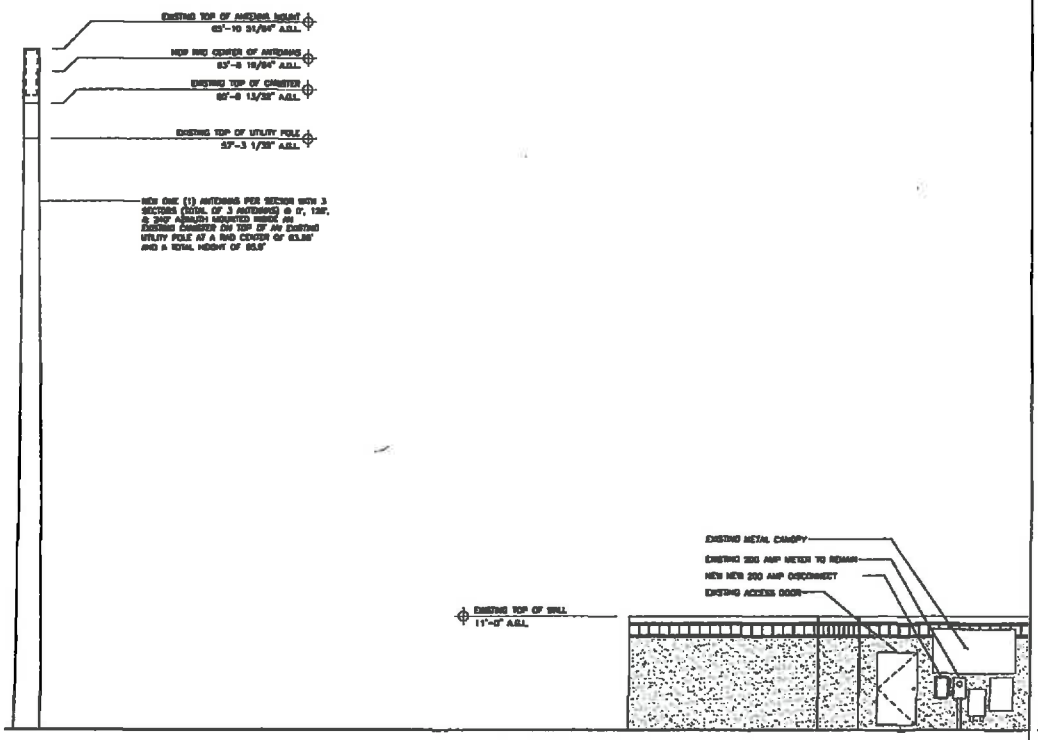
APS GREENBRIAR SUBSTATION

17269 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE
ENLARGED SITE, DIMENSION PLAN AND ANTENNA PLAN

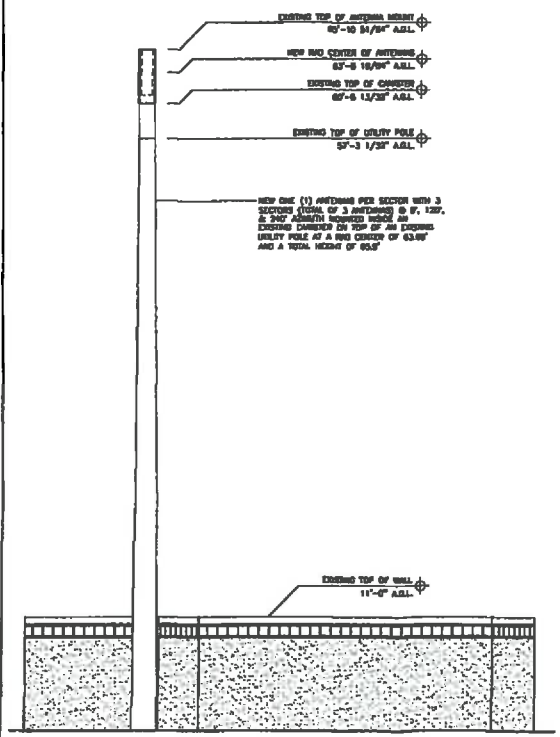
SHEET NUMBER
C-2

APPROVAL BLOCK



2 C-3 NORTH ELEVATION
SCALE: 3/16" = 1'-0" ON 24"X36" SHEET ONLY

0 2' 4' 10'
1' 3' 5'



1 C-3 EAST ELEVATION
SCALE: 3/16" = 1'-0" ON 24"X36" SHEET ONLY

0 2' 4' 10'
1' 3' 5'

T-Mobile

PLANS PREPARED BY
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TERRA DYNAMIC ENGINEERING, LLC
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NO.	DATE	DESCRIPTION	BY
1	07/06/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04

PH10633C

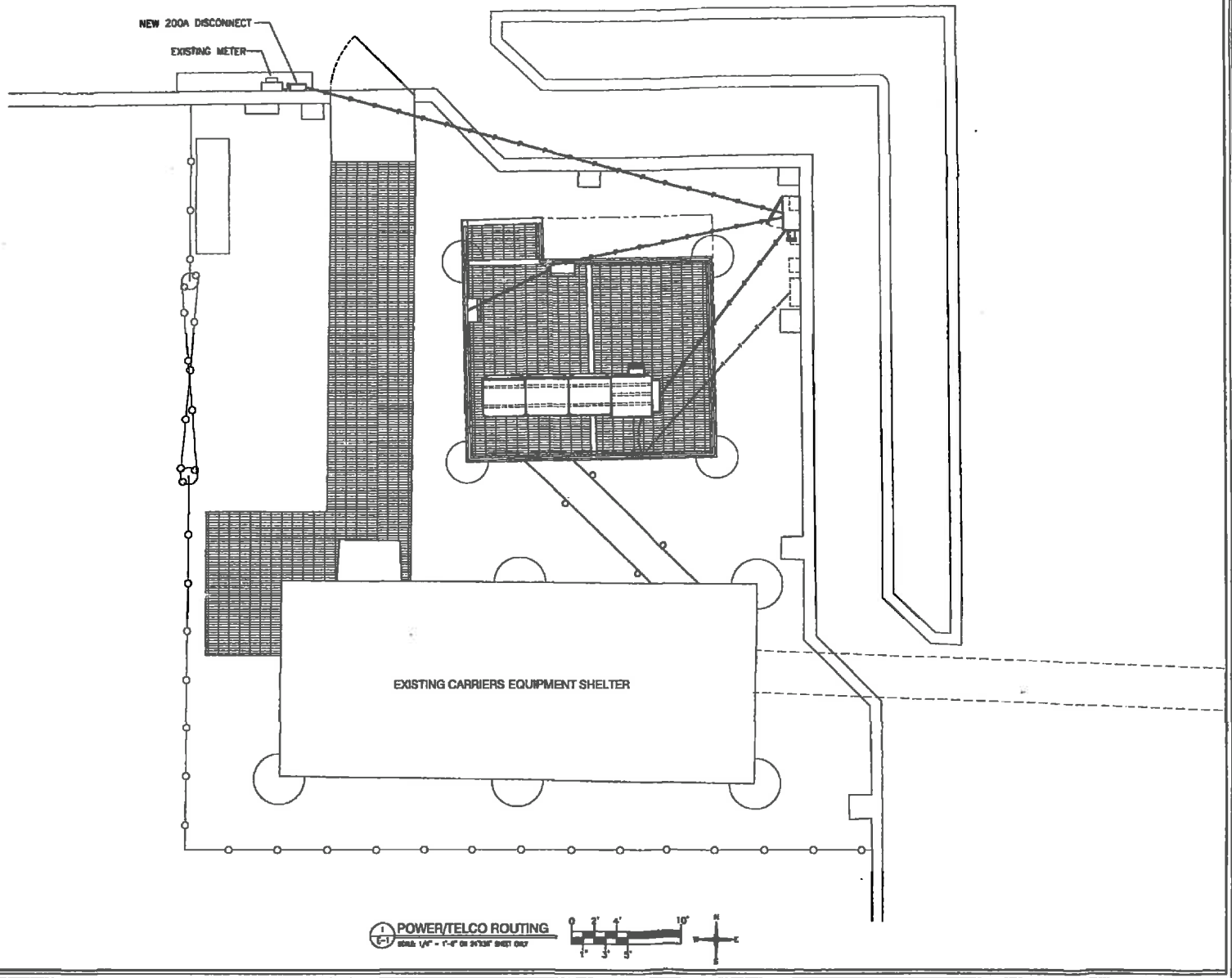
APS GREENBRIAR SUBSTATION

17260 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE
ELEVATIONS

SHEET NUMBER
C-3

APPROVAL BLOCK



1 E-1 POWER/TELCO ROUTING
SCALE: 1/4" = 1'-0" ON 24"X36" SHEET ONLY

T-Mobile

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NO.	DATE	DESCRIPTION	BY
1	07/08/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04

PH10633C

APS GREENBRIAR SUBSTATION

17280 N. 59TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE

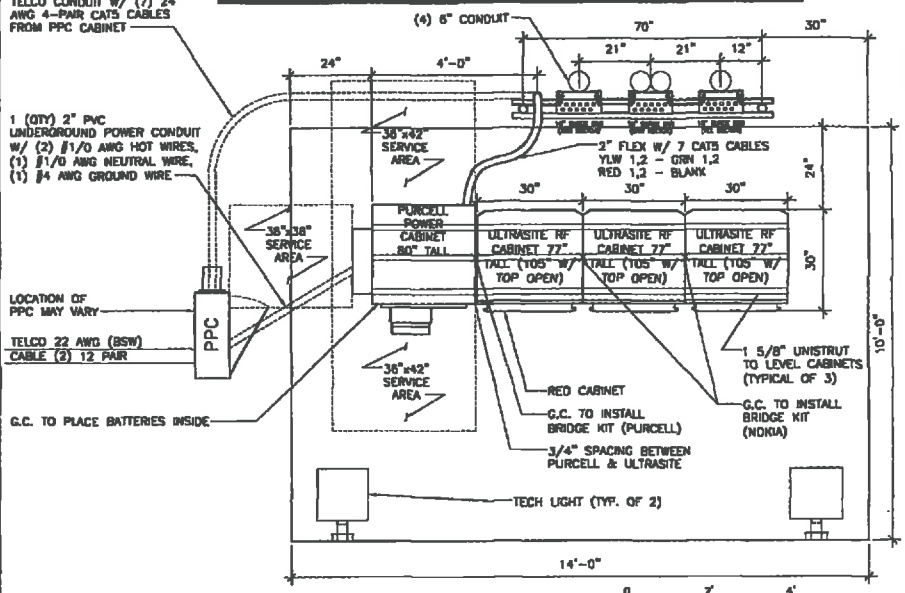
POWER/TELCO ROUTING

SHEET NUMBER

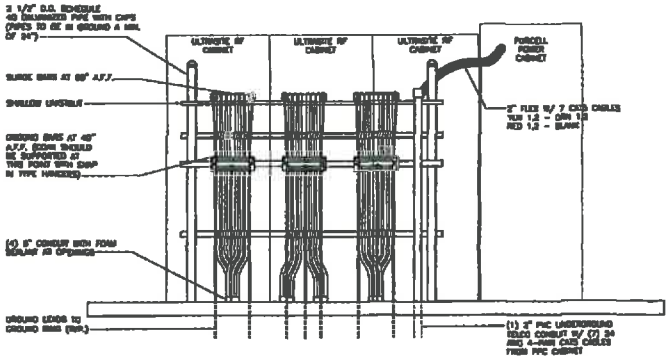
E-1

APPROVAL BLOCK

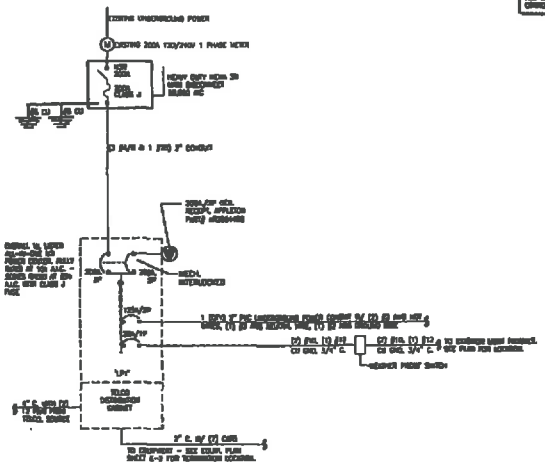
NOTE:
THIS DETAIL IS DIAGRAMMATIC ONLY AND PROVIDED ONLY TO DEPICT ROUTE OF ELECTRICAL / TELCO CONDUITS -- ACTUAL LOCATION OF ELECTRICAL METER, DISCONNECT, AND PPC CABINET VARY.



2 E-2 TYPICAL EQUIPMENT LAYOUT
SCALE: 3/4" = 1'-0" ON 24"x36" SHEET ONLY



3 E-2 TERMINATION FRAME
SCALE: 3/4" = 1'-0" ON 24"x36" SHEET ONLY



SINGLE LINE DIAGRAM - ULTRASITE

SCALE: N.T.S.

1PH PANELBOARD SCHEDULE

AMPS 200
PANEL 1P1 VOLTAGE 208/120 PHASES 1 WIRE 3
CB INTERRUPT RATING AIC
LOCATION

CIRCUIT	DESCRIPTION						PANEL LOAD (VA)						DESCRIPTION	CIRCUIT
							A	B						
1	Purcell Cabinet	2	20	20/1	120/1				24/1	0VA	0VA	24/1	Spare	2
3				20/1									Spare	4
5	Spare												Spare	6
7	Spare												Spare	8
9	Spare												Spare	10
11	Spare												Spare	12
13	Spare												Spare	14
15	Spare												Spare	16
17	Spare												Spare	18
19	Spare												Spare	20
21	Spare												Spare	22
23	Nokia BTS	3/4	0VA	0VA	20/1		360		24/1	0VA	0VA	3/4	Dark Utility	24
25							360							26
27														28
29														30
31														32
33														34
35														36
37														38
39														40
41														42
	Total Connected Load						720						Total Amps 12.0 A	

ULTRASITE LOAD CALCULATIONS

PANEL	LOAD TYPE	CONNECTED LOAD	DEMAND FACTOR	DEMAND LOAD
1P1	Lighting	200VA	125%	250VA
	Receptacle	360VA	100%	360VA
	Other	200VA	100%	200VA
			Total Load =	810VA
			Total Amps @ 208/120V =	3.9A

1 E-2 1-LINE DIAGRAM & PANEL SCHEDULE
SCALE: N.T.S.

Transportation Information Center
263-1100
Underground Locations

T-Mobile
Voicestream PCS II Corporation, a subsidiary of T-Mobile USA, Inc.
2001 E. Broadway Rd. Tempe, Arizona 85282
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PLANS PREPARED BY
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Fax: (602) 381-2132

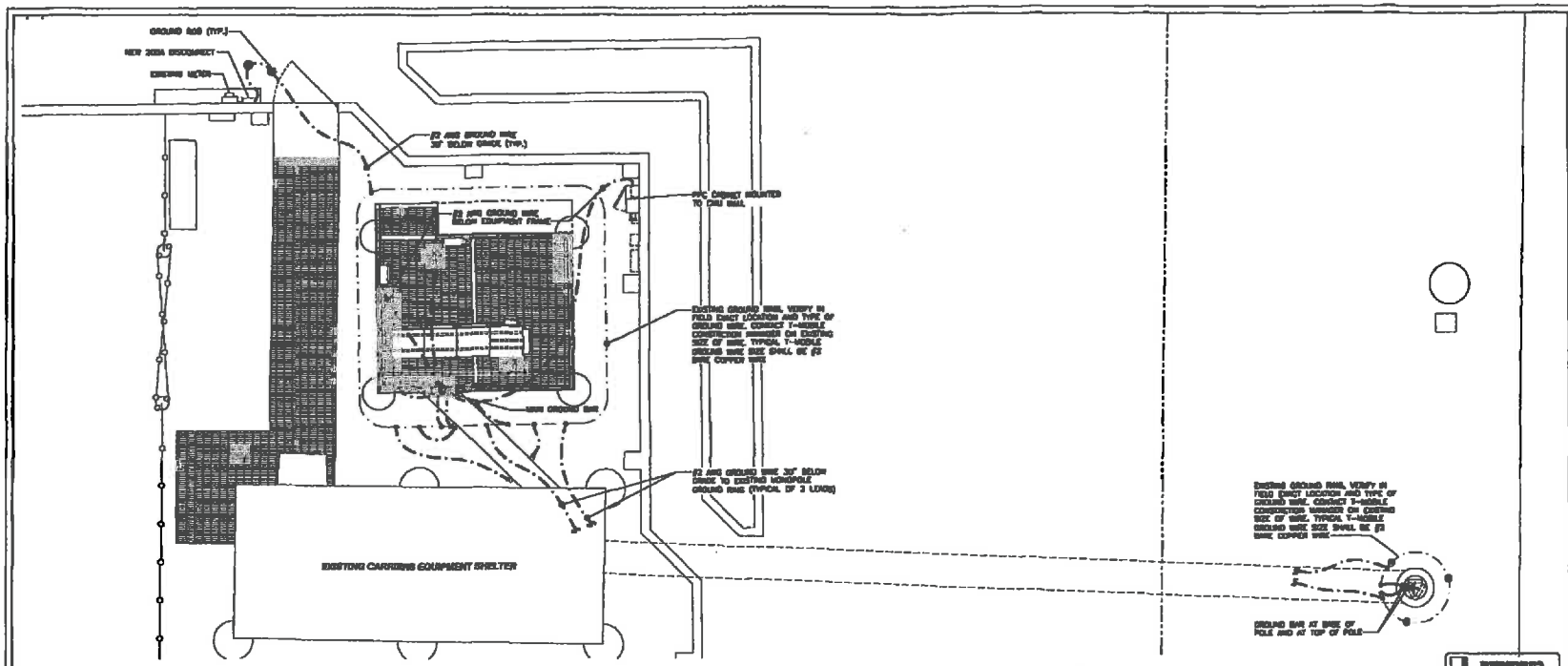
NO.	DATE	DESCRIPTION	BY
1	07/08/08	PRELIMINARY	SPE
2	07/11/08	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04
PH10633C
APS GREENBRIAR SUBSTATION
17280 N. 58TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE
1-LINE DIAGRAM, PANEL SCHEDULE, EQUIPMENT AND TERMINTION DETAIL

SHEET NUMBER
E-2

APPROVAL BLOCK



1 E-3 GROUNDING PLAN
SCALE: 1/8" = 1'-0" ON 24"x36" SHEET ONLY

1. PROVIDE ALL WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES, O.S.H.A. AND THE PROJECT SPECIFICATIONS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE REPRESENTATIVE LABEL "L" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NEPA.
3. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
4. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
5. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THIS PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
6. MOUNTS SHALL BE VERIFIED WITH T-MOBILE AND/OR LANDLORD PRIOR TO INSTALLATION.
7. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
8. PROVIDE CONSTRUCTION MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, EQUIPMENT, AND CIRCUITS.
9. ALL SPECIMENS, SPECIMENS MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.
10. USE T-TAP CONNECTORS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURE.
11. ALL CONDUCTORS SHALL BE COPPER.
12. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
13. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND DRAWINGS.
14. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
15. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT TENDONS AND/OR REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES.
16. LOCATION OF TENDONS AND/OR REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING AND/OR STEEL TENDONS.
17. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH SECTION NO. 4305 AND NO. 4304 OF THE U.B.C.
18. RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT A.C., GRAY AS REQUIRED BY THE ARCHITECT OR APPROVED EQUAL.
19. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS, SHALL HAVE ENGRAVED LETTERING WHERE MOUNTED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE RACO (#895, 1/2" RAISED WORK COVER.
20. WIRE AND CABLE CONDUCTORS SHALL BE COPPER WITH THWN/THHN OR XHHW INSULATED STRANDED COPPER WIRE.
21. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE COMPANY OR APPROVED EQUAL.
22. ALL MATERIALS SHALL BE U.L. LISTED.
23. CONDUIT:
    a. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN CONCRETE SLABS, OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUBBS WRAP PROCESS NO. 3.
    b. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE CLAMP RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
    c. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "ANGLE" OR "STRAIGHT" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE GROUND WIRE.
    d. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 36" BELOW GRADE.
24. ALL ELECTRICAL COMPONENTS SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.*
25. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. USE TEMPORARY POWER AND ALL MAKEUP COSTS TO BE PAID BY CONTRACTOR.
26. ALL DETAILS ARE SHOWN DIAGRAMMATICALLY. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
27. ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 30" BELOW ROUGH GRADE. ELECTRIC METER GROUND ROD EXCEPTED.
28. UPON COMPLETION OF WORK, CONDUCT A CONTINUITY TEST, SHORT CIRCUIT TEST, AND FALL POTENTIAL GROUNDING TEST (0 OHMS OR LESS). SUBMIT TEST REPORTS TO CONSTRUCTION MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
29. NOTIFY PROJECT MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
30. CHEMICAL GROUNDS SHALL BE XIT, CHEM-ROD OR APPROVED EQUAL, WHEN REQUIRED AND APPROVED BY T-MOBILE.
31. ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE EXOWELDED. ABOVE GRADE GROUNDING SHALL BE EITHER EXOWELD OR MECHANICAL, AS SPECIFIED ON DRAWINGS.
32. GATE GROUNDING SHALL BE FLEX CONNECTOR: REF. "EXOWELD" CATALOG #FJ6SBA FOR GATE/POST FLEX CONNECTOR (EXAMPLE: PART NO. WC-20-003 FOR 2 7/8" POST) OR EQUAL.
33. GROUND RODS SHALL BE COPPER CLAD STEEL, 5/8" ROUND AND 8' LONG. COPPERWELD OR APPROVED EQUAL.

2 E-3 GROUNDING NOTES
N.T.S.

T-Mobile
Voicestream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.
2001 N. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643-3828 FAX: (602) 643-3803

PLANS PREPARED BY
CDS
Custom Design Services
3216 S. Fair Lane
Tempe, Arizona 85282
Phone: (602) 758-5829
Fax: (602) 391-2132

NO.	DATE	DESCRIPTION	BY
1	07/06/06	PRELIMINARY	SPE
2	07/11/06	SUBMITTAL	SPE

PROJECT INFORMATION
02-015-04
PH10633C
APS GREENBRIAR SUBSTATION
17260 N. 56TH AVENUE
GLENDALE, ARIZONA 85308

SHEET TITLE
GROUNDING PLAN AND NOTES

SHEET NUMBER
E-3

APPROVAL BLOCK

263-1100

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**AMENDMENT NUMBER ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR VIDEO EQUIPMENT REPLACEMENT**
Staff Contact:	**Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the purchase and installation of replacement video equipment at the city's Traffic Management Center (TMC).

Background Summary

The city's TMC was opened in 2004, as the hub for managing day-to-day and event traffic. From this central location, staff can monitor real-time traffic conditions at nearly 100 intersections, provide en-route traffic information to drivers via dynamic message signs (DMS) and manage traffic signal timing on approximately 140 of the city's 195 intersections.

This amendment to the IGA is necessary to define that ADOT will provide construction administration services for the purchase and installation of the replacement equipment. Additionally, city staff will provide inspection services for this project.

Previous Related Council Action

On September 14, 2010, Council approved an IGA with ADOT for the purchase and installation of replacement video equipment.

Community Benefit/Public Involvement

Technology and software upgrades will allow staff to continue to provide safe and efficient traffic management, enhancing the Intelligent Transportation Systems capabilities of the city.

CITY COUNCIL REPORT

Budget and Financial Impacts

Cost	Fund-Department-Account
$400,000	**1650-67533-518200, Replacement Video Equipment**

The cost for the purchase and installation of equipment for this project is estimated to be $400,000. Funding is available in the Capital Improvement Plan through a federal Congestion Mitigation and Air Quality (CMAQ) grant. There is no city match required for this project; however, if the actual cost exceeds the estimate, the city will be required to either cover the difference or scale back the project.

Any additional operating and maintenance costs associated with this project will be absorbed by the current GO Program operating budget (1660-16570-524400 - Intelligent Transportation Systems).

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Resolution

Amendment to Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Cathy Colbath, Interim Executive Director, Transportation Services**
Item Title:	**AMENDMENT NUMBER ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR VIDEO EQUIPMENT REPLACEMENT**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed amendment to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the purchase and installation of replacement video equipment at the city's Traffic Management Center (TMC). The purpose of this report is to request that the City Manager place this item on an agenda for City Council action.

BACKGROUND

The city's TMC was opened in 2004, as the hub for managing day-to-day and event traffic. From this central location, staff can monitor real-time traffic conditions at nearly 100 intersections, provide en-route traffic information to drivers via dynamic message signs (DMS) and manage traffic signal timing on approximately 140 of the city's 195 intersections.

Glendale secured federal Congestion Mitigation and Air Quality (CMAQ) funds through the Maricopa Association of Governments for replacement of video equipment at the city's TMC in 2009. These funds are being used to replace the equipment installed in 2004.

In 2010, the city entered into an IGA with ADOT for this project to allow the city to purchase and have the equipment installed using a statewide cooperative procurement contract. Since the IGA was executed, new policies within ADOT and the Federal Highway Administration require that ADOT oversee the procurement and installation. Additionally, staff has worked with ADOT to allow city employees to provide inspection services for city projects, resulting in a savings to the city. This amendment reflects these changes.

The existing equipment, including video wall monitors, video processors, computer workstations, and servers, has exceeded its design life, and many of the components are beginning to fail. The equipment needs to be replaced to maintain the TMC's effectiveness, as the video equipment is used on a daily basis by Transportation Services staff to monitor traffic conditions on roadways with Intelligent Transportation Systems infrastructure.

ANALYSIS

Staff reviewed several options for maintaining the operational effectiveness of the TMC. The first option was to do nothing. This option was not selected because some of the video wall monitors are no longer functioning and this negatively impacts staff's ability to observe traffic conditions and identify issues with traffic flow.

The second option considered was to effect repairs on the nonfunctioning equipment. However, due to the age of the equipment and advances in technology, some of the components are no longer supported by the vendors and replacement parts are not available. Additionally, in some cases, it is more cost-effective to purchase new equipment because the new and old technology might not be compatible. The final alternative explored was to replace the video wall and computer equipment. This was selected as the preferred option based on the technology needs and availability of equipment.

This amendment to the IGA is necessary to define that ADOT will provide construction administration services for the purchase and installation of the replacement equipment. Additionally, city staff will provide inspection services for this project.

FISCAL IMPACTS

The cost for the purchase and installation of equipment for this project is estimated to be $400,000. Funding is available in the Capital Improvement Plan (1650-67533-518200 – Replacement Video Equipment) through a federal CMAQ grant. There is no city match required for this project; however, if the actual cost exceeds the estimate, the city will be required to either cover the difference or scale back the project.

Any additional operating and maintenance costs associated with this project will be absorbed by the current GO Program operating budget (1660-16570-524400 - Intelligent Transportation Systems).

RESOLUTION NO. 4652 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 09-208I) FOR THE REPLACEMENT VIDEO EQUIPMENT PROJECT IN THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One to Intergovernmental Agreement between the Arizona Department of Transportation and City of Glendale for the Replacement Video Equipment Project (IGA/JPA 09-208I) be entered into, which amended agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_adot_09-208I_13.doc

ADOT File No.: IGA/ JPA 09-208I
Amendment No. One
AG Contract No.: P001-2010-001918
Project No.: GLN-0(228)A
Project: Replacement Video Equipment
Section: Traffic Management Center
TRACS No.: SS 852 01C
Budget Source Item No.:

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2012, under Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

WHEREAS, the parties have previously entered into INTERGOVERNMENTAL AGREEMENT, IGA/ JPA 09-208I, A.G. Contract No.: P001-2010-001918, (hereafter, "the Agreement"); and,

WHEREAS, the parties desire to revise Sections I and II of the original Agreement, as the State will now administer the purchase and installation of equipment at the Traffic Management Center.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

THEREFORE, in consideration of the mutual agreements expressed herein, the Parties agree to amend the original Agreement, as follows:

Section I Paragraph 3. is replaced as follows:

3. The City will authorize the State to be the City's designated agent for obtaining federal funds to provide the solicitation of bids, award a contract to a contractor, for the procurement of materials, and installation of the City's Intelligent Transportation System/Traffic Management System (ITS) hardware and software through the State's Procurement Process. The State will administer the installation and provide construction engineering and cost administration of new traffic signal management equipment and CCTV management systems equipment, hereinafter referred to as the "Project". The City will accept the State's recommended contractor, participate with the inspection of the ITS hardware and software and be responsible for the maintenance of equipment and repair services as outlined in the contract and approved plans to complete the Project. No cost is being distributed for the City's assistance however a reduced Construction Administration fee from 15% to 10% will be implied to allow the City to purchase more equipment.

Section I Paragraph 8. is added as follows:

8. The City of Glendale's personnel will be used to assist the State for inspection of construction engineering for the Project. The City will provide eligible inspection services as agreed upon by ADOT and the City. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District, and the Construction Group must agree on the City Inspector. The City will provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector assigned to the project will remain an employee of the City of Glendale and will not be considered an employee of Arizona Department of Transportation during the term of this Agreement. The City will be notified of all approvals by the ADOT Construction Group.

II. SCOPE OF WORK

Section II Paragraph 1.c. and 1.f. are replaced as follows:

1. The State will:

c. Approve the Project, if such project funds are available by FHWA and the City. Through the State's procurement process, provide the solicitation of bids and through ADOT's Phoenix Construction District administer the installation phase including construction engineering and cost administration, of the Project with the consent of the City. The State is authorized as the designated agent for the City.

f. Upon execution of this Amendment and within thirty (30) days invoice the City, for the City's contribution for the Project. The City agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

Section II Paragraph 2. b., g. and h. are replaced as follows:

2. The City will:

b. Coordinate with the State regarding the specifics of the equipment to be ordered by the State and participate with the inspection process of the Project. The City will maintain all improvements provided by this project for the entire design life of the equipment.

g. Enter into an agreement with the design consultant which states that the design consultant and/or the City shall provide post design services as required and requested throughout the installation phase of the Project.

h. Provide a set of as-built documents upon completion of the installation phase of the Project. An electronic version of the as-built documents shall be forwarded to Arizona Department of Transportation Statewide Project Management Section.

Section II Paragraph 2. c. and 2.e are deleted in full.

Section II Paragraph 2. j., k., l. and m. are added as follows:

j. Be responsible for the amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

k. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

l. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

m. Grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

III. MISCELLANEOUS PROVISIONS

1. This Amendment shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Trevor Ebersole
Transportation Systems Manager
5850 W. Glenn Drive, Suite 315
Glendale, Arizona 85301
(623) 847-1162
(623) 847-7681 Fax

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

By _____
JERRY WEIERS
Mayor

ATTEST:

By _____
PAMELA HANNA
Town Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

JPA 09-208I
Amendment No. One

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012.

_____

City Attorney

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **INTERNET CRIMES AGAINST CHILDREN SUB-GRANT ACCEPTANCE**
Staff Contact: **Debora Black, Interim Police Chief**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to accept the Internet Crimes Against Children (ICAC) sub-grant in the amount of $5,000 for training on forensic tools.

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the ICAC sub-grant in the amount of $5,000.

Background Summary

The Police Department recently purchased a Forensic Tool Kit (FTK), which is a court-approved digital investigations platform recognized as the standard in computer forensics software for forensic examiners. This grant will pay for an "All Access Pass" for the department's forensic examiner for training on the FTK applications. The "All Access Pass" allows the forensic examiner to take unlimited On Demand/Online training courses for a one-year period.

Previous Related Council Action

On December 13, 2011, Council accepted an ICAC grant in the amount of $4,744.

Budget and Financial Impacts

The grant award totals $5,000. There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant is accepted.

Attachments

Staff Report

Resolution

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Debora Black, Interim Police Chief**
Item Title:	**INTERNET CRIMES AGAINST CHILDREN SUB-GRANT ACCEPTANCE**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the acceptance of a proposed Internet Crimes Against Children (ICAC) sub-grant in the approximate amount of $5,000 for training on forensic tools. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The Police Department recently purchased a Forensic Tool Kit (FTK), which is a court-approved digital investigations platform recognized as the standard in computer forensics software for forensic examiners. This FTK is designed to conduct examinations of data in a forensic manner from different devices that hold electronic evidence, such as: hard drives, thumb drives, and disks. The FTK is used to obtain evidence in cases ranging from child crimes and homicides, to property crimes and identity theft.

Technology is constantly changing, so the need for additional and advanced training on this tool is needed to keep the Police Department's Certified Forensic Computer Examiner adequately trained. This grant will pay for an "All Access Pass" for the department's forensic examiner. The "All Access Pass" allows the forensic examiner to take unlimited On Demand/Online training courses for a one-year period.

The ICAC sub-grant is managed by the Phoenix Police Department, which is the primary ICAC grantee. The Glendale Police Department has been receiving this grant for years to enhance the ability of the police to investigate and prosecute offenders of internet crimes against children. This ICAC sub-grant will cover the cost of the "All Access Pass."

ANALYSIS

This grant must be spent by March 31, 2013, so it is important for this item to go forward at this meeting.

I will be recommending that City Council authorize the City Manager to accept the ICAC sub-grant in the amount of $5,000.

FISCAL IMPACTS

There is no financial match required for this grant funding.

RESOLUTION NO. 4653 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE FY2012-13 INTERNET CRIMES AGAINST CHILDREN SUB-GRANT FUNDED BY THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale hereby accepts the FY2012-13 Internet Crimes Against Children sub-grant in the approximate amount of $5,000 funded by the U.S. Department of Justice through the Phoenix Police Department.

SECTION 2. That the City Manager or his designee is hereby authorized to execute any and all documents necessary for the acceptance of said sub-grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

g_pd_ICAC.doc

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**PROPOSED 2013 AGENCY PLAN FOR CITY OF GLENDALE COMMUNITY HOUSING DIVISION**
Staff Contact:	**Elaine Adamczyk, Housing Services Administrator**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the City of Glendale's 2013 Agency Plan administered by the city's Community Housing Division, and authorize the submission of the Agency Plan to the U.S. Department of Housing and Urban Development (HUD) no later than April 17, 2013.

Background Summary

Federal regulation requires that all housing authorities have an Agency Plan (hereafter, the "Plan"), and that the Plan be updated and submitted to HUD annually. The Plan includes the Public Housing Authority (PHA) Five-Year and Annual Plan, Public Housing Five Year Capital Fund Action Plan for the years 2013-2017, Public Housing Admissions and Occupancy Policy, Section 8 Administrative Plan, and Violence Against Women Act Addendum.

Changes to the Plan include those that are generally routine in nature and dictated by federal regulation, or involve local discretion. All changes have been reviewed and approved by the City Attorney's Office, and the Community Development Advisory Committee unanimously recommended approval of the proposed 2013 Plan.

The receipt of the city's annual federal capital fund money is contingent upon the timely submittal and HUD's approval of the 2013 Plan. The capital funds are used for repair, replacement and improvements at the city's three public housing communities.

Previous Related Council Action

At the February 19, 2013 Council Workshop, staff provided an overview of the programs administered by the Glendale Community Housing Division and the Agency Plan process.

Community Benefit/Public Involvement

The Glendale Housing Division's mission is to provide families with safe, secure, and affordable housing. The federal capital fund money makes it possible for the Glendale Community Housing

Division to continue the ongoing repair and improvements to the city's public housing units, and to ensure that 155 of Glendale's most needy families are able to live in safe, secure, and affordable housing.

For the Section 8 Program, during fiscal year 2013, the Glendale Community Housing Division will distribute more than $12 million in federal funds that will provide affordable housing for 1,436 very low income Glendale families.

The Glendale Community Housing Division solicits input from staff, program participants, and the general public on any proposed revisions or modifications to the Plan during a 45-day public comment period. On January 8, 2013, the Plan, in its entirety, was posted on the city's website to solicit public comments.

On February 21, 2013, the Glendale Community Housing Division presented the Plan to the Community Development Advisory Committee, and a public hearing was conducted. The Plan was unanimously recommended for approval by City Council with no suggested changes to the proposed Plan. No members of the public attended the public hearing.

Budget and Financial Impacts

The city's Conventional Public Housing program has held "High-Performer" status for 19 consecutive years, and is also rated through a HUD physical inspection of the properties' interior and exterior, including grounds and the administrative office building. The last physical inspection conducted in 2011, resulted in an overall score of 99.6%. Without the federal capital funds, the city would be required to maintain the public housing units in accordance with HUD's housing quality standards. Failure to maintain these units in accordance with these standards would negatively impact the city's performance status with HUD and the amount of eligible capital funding for future years. This federal funding makes it possible for the Glendale Community Housing Division to continue the ongoing repair and improvements to the city's public housing units, and to ensure that 155 of Glendale's most needy families are able to live in safe, secure, and affordable housing.

Attachments

Staff Report

Resolution

PHA 5-Year and Annual Plan

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Elaine Adamczyk, Housing Services Administrator**
Item Title:	**PROPOSED 2013 AGENCY PLAN FOR CITY OF GLENDALE COMMUNITY HOUSING DIVISION**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager forward the Glendale Community Housing Division's proposed 2013 Agency Plan (hereafter, the "Plan") to the City Council so they may adopt a resolution approving the execution and submission of the Plan to the United States Department of Housing and Urban Development (HUD). The Agency Plan submittal is due to HUD no later than April 17, 2013.

BACKGROUND

Federal regulation requires that housing authorities have an Agency Plan, and that the Plan be updated and submitted to HUD annually. The Plan provides basic information regarding both federally-funded rental assistance programs administered by the Community Housing Division, which provides rental assistance for low and very low-income families who may otherwise live in substandard housing in the private market, or would be homeless. The rental assistance is provided through two federally funded programs; the Section 8 Housing Choice Voucher and Conventional Public Housing Programs.

The Agency Plan includes the following documents:

1. Public Housing Authority (PHA) Five-Year and Annual Plan;
2. Public Housing Five Year Capital Fund Action Plan for the years 2013-2017;
3. The Public Housing Admissions and Occupancy Policy (policy document);
4. The Section 8 Administrative Plan (policy document);
5. Violence Against Women Act Addendum.

The revisions to the policy documents are submitted to HUD on the template form HUD-50075, titled, "The PHA 5-Year and Annual Plan". This form is used for the updates to both the Five-Year and Annual Plans. The Agency Plan for 2013 is an annual plan submission.

Changes to the Plan include those that are generally routine in nature and dictated by federal regulation, or involve local discretion. All changes have been reviewed and approved by the City

Attorney's Office, and the Community Development Advisory Committee unanimously recommended approval of the proposed 2013 Plan.

ANALYSIS

The Glendale Community Housing Division solicits input from staff, program participants, and the general public on any proposed revisions or modifications to the Plan during a 45-day public comment period. On January 8, 2013, the Plan, in its entirety, was posted on the city's website to solicit public comments. The public comment period ended on February 21, 2013.

On January 8 2013, a Notice of Public Hearing was published in *The Glendale Star* and posted on the city's website advising of the public hearing on the Plan before the Community Development Advisory Committee, scheduled for February 21, 2013.

At the February 19, 2013 Council Workshop, staff provided an overview of the programs administered by the Glendale Community Housing Division and the Agency Plan process.

On February 21, 2013, the Glendale Community Housing Division presented the Plan to the Community Development Advisory Committee, and a public hearing was conducted. The Plan was unanimously recommended for approval by City Council with no suggested changes to the proposed Plan. No members of the public attended the public hearing.

Receipt of the city's annual federal capital fund money is contingent upon the city's timely submittal and HUD's approval of the Plan. The capital funds are used for repair and improvements to the city's public housing communities.

The 2013 Plan is due to HUD on or before April 17, 2013.

FISCAL IMPACTS

The city owns and operates three public housing communities that house 155 low-income families. Federal capital funds are utilized for repairs and capital improvements to the city-owned properties.

The Glendale Housing Division's mission is to provide families with safe, secure, and affordable housing. The city's Conventional Public Housing program has held "High-Performer" status for 19 consecutive years, and is also rated through a HUD physical inspection of the properties' interior and exterior, including grounds and the administrative office building. The last physical inspection conducted in 2011, resulted in an overall score of 99.6%. Without the federal capital funds, the city would be required to maintain the public housing units in accordance with HUD's housing quality standards. Failure to maintain these units in accordance with these standards

would negatively impact the city's performance status with HUD and the amount of eligible capital funding for future years. This federal funding makes it possible for the Glendale Community Housing Division to continue the ongoing repair and improvements to the city's public housing units, and to ensure that 155 of Glendale's most needy families are able to live in safe, secure, and affordable housing.

RESOLUTION NO. 4654 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APROVING THE EXECUTION AND SUBMISSION OF THE 2013 AGENCY PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the execution and submission of the City's 2013 Agency Plan to the U.S. Department of Housing and Urban Development. The 2013 Agency Plan is on file in the office of the City.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to execute any and all agreements and documents necessary as long as the action is consistent with the approved 2013 Agency Plan.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

hud_2013_annual_agency_plan.doc

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 **PHA Information**
PHA Name: _City of Glendale, Arizona Community Housing Division_____ PHA Code: ___AZ003_____
PHA Type: ☒ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): ___07/01/2013____

2.0 **Inventory** (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: _____155_____ Number of HCV units: ____1054_____

3.0 **Submission Type**
☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 **PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 **5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 **Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

5.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

6.0

PHA PLAN UPDATE

See the Memorandum detailing the modifications attached as Attachment A.

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Modifications to the 2013 Agency Plan affect the following Plan elements:

Eligibility, Selection and Admissions Policy, including Deconcentration and Wait List Procedures
Rent Determination
Operations and Management
Pet Policy
Violence Against Women Act (VAWA) Plan
Financial Resources
Fiscal Year Audit

Financial Resources

Sources	Dollar Amount	Comments
Federal Grants Estimated – 2013-14		
- Public Housing Operating Funds	$570,285	
- Public Housing Capital Fund	$190,672	See Five Year CFP
- Annual Contrib. for Sec. 8 Tenant-Based Assist.	0.00	
a) Housing Assistance Payment	$8,105,425	
b) Administrative Funding	$856,265	Admin Fee & Portability AF
Public Housing Dwelling Rental Income	$301,764	Public Housing Improvements & Administrative Costs
Other Income - City of Glendale	$267,800	Public Housing Improvements & Administrative Costs
Other Income	$47,000	Administrative Costs - other
Portability Income	$3,997,000	Administering port-in vouchers
Total Resources	**$14,336,211**	

The Fiscal Year Audit: There were no findings.

OTHER

Declaration of Trust (DOT). The DOT is not a required part of the Plan template. Glendale Housing (AZ003) certifies compliance with federal DOT requirements to execute and record a current DOT.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The Annual PHA Plan may be obtained on the City of Glendale, Arizona website at www.glendaleaz.com, and at the Glendale Community Housing Administrative Offices located at 6842 N.61st Avenue, Glendale, Arizona.

7.0 **Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.*

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3 **Capital Fund Financing Program (CFFP).**
☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0 **Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. **(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5- Year Plan.** (b) **Significant Substantial Deviation from the 5-Year Plan** Shall be defined as a collective change in the Glendale Community Housing Division's 5-Year Plan including Capital Fund use that would impact the Division's ability to meet the goals and objectives outlined in the 5-Year Plan or its ability to provide decent, safe and sanitary housing. -Any cost savings measures outlined in the Section 8 Administrative Plan are not considered a significant substantial deviation from the 5-Year Plan. **-Significant Amendment or Modification to the Annual Plan** Shall be defined as a change of a significant nature to the rent, admissions policy, or waiting list, not set forth by federal regulatory requirements, which would result in a change to the Annual Plan. Additional or continued funding that requires an ACC is not considered a significant amendment to the program, if the funding increase is automatic and/or for a program or grant already in place. -Any cost saving measures outlined in the Section Administrative Plan are not considered significant amendments or modification to the Annual Plan.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan**.**

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (**1**) Any programs relating to services and amenities provided or offered to assisted families; (**2**) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) **Homeownership**. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) **Project-based Vouchers**. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 **Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 **Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 **Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan**. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1**, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

ATTACHMENT A
DETAIL OF SECTION 6

City of Glendale, Arizona
Community Housing Division
(AZ003)

Agency Plan

PHA 5-Year and Annual Plan, HUD-50075 form

Annual Plan for Fiscal Year 2013

The following PHA Plan (Agency Plan) elements have been revised by the City of Glendale, Arizona Community Housing Division (PHA) since the last Agency Plan submission:

ELEMENT #1 ELIGIBILITY, SELECTION AND ADMISSIONS POLICIES, INCLUDING DECONCENTRATION AND WAIT LIST PROCEDURES

1) **Taking Applications**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  – Section 7.0, Taking Applications
- Section 8 Administrative Plan –
  – Section 4.2, Taking Applications

Summary

This policy has been modified from accepting applications from "all families" to "families meeting the criteria defined in the public notice." The U.S. Department of Housing and Urban Development (HUD) program rules allow housing authorities to open the application process for families meeting specific criteria.

2) **Extending Period of Prohibition of Assistance**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  – Section 8.3.B., Suitability
- Section 8 Administrative Plan –
  – Section 4.9., Grounds for Denial

Summary

PHA prohibits admission for five years after a disqualifying behavior or event. This policy change includes extended prohibitions if HUD determines that a longer period of time is appropriate. For

example, if a family is terminated for owing money, HUD set the prohibition for 10 years, and only if the debt is paid.

ELEMENT #2 FINANCIAL RESOURCES

Sources	Dollar Amount	Comments
Federal Grants Estimated – 2013-14		
- Public Housing Operating Funds	$570,285	
- Public Housing Capital Fund	$190,672	See Five Year CFP
- Annual Contrib. for Sec. 8 Tenant-Based Assist.	0	
a) Housing Assistance Payment	$8,105,425	
b) Administrative Funding	$856,265	Administrative Fee & Portability AF
Public Housing Dwelling Rental Income	$301,764	Public Housing Improvements & Administrative Costs
Other Income - City of Glendale	$267,800	Public Housing Improvements & Administrative Costs
Other Income	$47,000	Administrative Costs - other
Portability Income	$3,997,000	Administering port-in vouchers
Total Resources	**$14,336,211**	

ELEMENT #3 RENT DETERMINATION

1) **Income Exclusions**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  – Section 11.2, Income Exclusions
- Section 8 Administrative Plan –
  – Section 9.3, Income Exclusions

Summary

Program regulations dictate what will and will not be included in household annual income for purposes of calculating the monthly rental assistance payment. HUD has modified the list of sources of household income that will not be included in the calculation of the rental assistance payment.

Program regulations also dictate that PHA will not provide exclusions from income in addition to those already provided for by HUD. Modifications are as follows:

Included in Exclusions:

- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility or in the calculation of monthly rental assistance.

- The value of benefits to children under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1996 shall not be considered income or resources for any purpose under any Federal or state laws
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990, and none of the income derived therefrom, shall be used as a basis for denying, or reducing funds under any Federal program.
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), or for any household member during the one-year period beginning on the date of receipt, shall not be treated as income for the month during which the amounts were received, or as a resource.

Removed from exclusions:

- Any allowance paid to a child suffering from spina bifida, who is the child of a Vietnam veteran.
- Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug program.
- Income payments from the U. S. Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment.
- One-time recovery payments generated by the American Recovery and Reinvestment Act.
- Payments received under programs funded in whole or in part under the Job Training Partnership Act. (The Job Training Partnership Act was replaced by the Workforce Investment Act, which is included in the exclusions.)

ELEMENT #4 OPERATIONS AND MANAGEMENT

1) **Records Retention - HUD Verification Data**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  - 12.1.C., Records Retention
- Section 8 Administrative Plan –
  - 10.1.C, Records Retention

Summary

HUD requires all participant records accessed through the HUD Enterprise Income Verification (EIV) system to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it must be destroyed by either burning or shredding the data. In order to be consistent with CHD policy to maintain four years of participant file data after the close/termination date, EIV records for participant family actions will be maintained and destroyed according to the same schedule.

2) **Adding Persons to an Assisted Household**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  - Section 15.6.A., Family Composition Changes
- Section 8 Administrative Plan –
  - Section 14.4.A., Family Composition Changes

Summary

PHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage (reasonable accommodation excepted).

3) **Denial of Request to Lease a Single-Family House with a Hot Tub or Spa**

- Section 8 Administrative Plan –
  - Section 6.6.D., Approval to Lease a Unit
  - Section 6.9.L., Eligible/Ineligible Housing

Summary

The previous year's change was related to swimming pools. This change will include properties with hot tubs or spas. PHA will not approve a lease and will not pay assistance for a family to rent a unit with a hot tub or spa, operable or not, that is not a community hot tub or spa. Any hot tub or spa, in-ground or above-ground on the property, must be removed or permanently filled in with dirt or rock and brought up to ground level with the surrounding area, in a manner that would prevent any hazards, and meet all local codes or ordinances.

4) **Late Fees to Landlord**

- Section 8 Administrative Plan –
  - Section 11.7.D., Distribution of Housing Assistance Payments
  - Section 12.9.D., Abatement

Summary

PHA will not pay late fees or any other charges when payment is suspended due to the landlord/owner/manager's failure to comply with a PHA request within the specified timeframe.

PHA will not pay late fees, or any other charges, resulting from late payments due to failed housing quality standards (HQS) inspections.

5) **New Owner/Landlord/Manager Program Briefing**

- Section 8 Administrative Plan –
  - Section 11.10., New Owner Information

Summary

Expands the obligations and responsibilities for new Section 8 property owners/landlords/managers to attend in person, a landlord briefing, during which time the program obligations and responsibilities will be reviewed. Failure to comply with the briefing requirement or with any obligations or responsibilities will be cause to terminate the contract and offer the family a voucher to move.

6) **Inspection Scheduling; Tenant Notice by Landlord**

- Section 8 Administrative Plan –
  - Section 12.0. H-I, Inspection Policies, Housing Quality Standards, and Damages
  - Section 12.2.A. 5., Owner and Family Responsibility

Summary

Section 12.0. H. -	The failing party is ultimately responsible for the repairs and to ensure PHA can access the unit for the reinspection.
Section 12.0. I & Section 12.2 A.5	When a unit fails an annual or special inspection resulting from HQS deficiencies, it is up to the party responsible for correcting the deficiencies to ensure that PHA can access the unit for a reinspection. For landlord fails and repairs, it is the landlord's responsibility to schedule the reinspection and give proper notice to the tenant once the reinspection date has been scheduled. For landlord fails, if, for any reason, PHA is unable to access the unit to conduct the reinspection, PHA will fail the unit and will proceed with the abatement/contract termination, and the tenant will be given a voucher to move.

7) **Annual and Special Failed Inspections**

- Section 8 Administrative Plan –
  - Section 12.0. J, Inspection Policies, Housing Quality Standards, and Damages

Summary

If a landlord fails to appear for a scheduled reinspection, PHA will abate the HAP payment, and only schedule one more inspection. If the landlord fails to appear a second time, PHA will terminate the contract and the family will be given a voucher to move.

If the family fails to appear for a scheduled inspection, PHA will only schedule one more inspection. If the family fails to appear a second time, PHA will consider the family to have violated a Family Obligation, and their assistance will be terminated.

8) **Annual and Special Failed Inspections**

- Section 8 Administrative Plan –
  - Section 12.0. K, Inspection Policies, Housing Quality Standards, and Damages

Summary

If a unit fails two consecutive inspections due to HQS violations, PHA will proceed with abatement and cancelling the contract for landlord deficiencies, or the termination of assistance for family deficiencies.

9) **Annual and Special Inspections- Time Allowed for Correction of Landlord Fails**

- Section 8 Administrative Plan –
  - Section 12.2.A.3., Owner Responsibility or HQS
  - Section 12.7.C.3., Timeframes for Corrections

Summary

Non-emergency repairs by the landlord must be completed within 30 calendar days of the failed inspection. This is consistent with the time allowed families for non-emergency repairs. Prior policy was 14 calendar days. (Initial inspections remain at 14 days.)

10) **Annual and Special Inspections - Time Allowed for Correction of Landlord Fails - Extensions**

- Section 8 Administrative Plan –
  - Section 12.7.D, Extensions

Summary

At the sole discretion of PHA, extensions of up to no more than 30 calendar days may be granted to permit a landlord to complete repairs if the landlord has made a good faith effort to repair. The prior policy was 45 days.

11) **Utilities at Initial Inspection - Landlord Responsibilities**

- Section 8 Administrative Plan –
  - Section 12.2.C, Initial Inspection Unit Condition and Utilities

Summary

Unless the tenant is leasing in place, the unit must be vacant at time of the initial inspection. If the unit is not vacant, the inspection will not be conducted and the unit will fail.

12) **Initial Inspections – Landlord Timeframe for Corrections**

- Section 8 Administrative Plan –
  - Section 12.7.A, Correcting Initial HQS Fail Items

Summary

If the unit fails the initial inspection twice (a no-show is a failed inspection), PHA will direct the family to select another unit. For initial fails, the time to repair remains at 14 days.

13) **Contract Termination for Failure to Comply**

- Section 8 Administrative Plan –
  - Section 18.2.C.6.f., Termination of Contract

Summary

If the owner fails to provide all documents required, PHA will suspend the monthly rent subsidy payment, followed by contract cancellation. PHA will provide a 10-day notice prior to the suspension, which will include the contract termination date. (The landlord/manager/owner was previously notified during the inspection process of the required documentation and due date.) PHA will include that date of contract termination in the suspension notice.

14) **Final Payment to Owner**

- Section 8 Administrative Plan –
  - Section 18.2.D., Final HAP to Owner

Summary

When a family is evicted, the Section 8 contract with the landlord terminates. If the family is evicted, yet refuses to leave causing the landlord to commence legal proceedings, PHA will continue to pay the monthly assistance, if the action is not caused by landlord failure to act.

ELEMENT #9 PETS

1) **Pet "Sitting" and Visiting Pets on the Property**

- Conventional Public Housing Continued Admissions and Occupancy Policy
  - Section 18.10, Visiting Pets

Summary

Pets may visit for up to two (2) weeks without PHA approval per lease period.

"Pet sitting" is prohibited for a period longer than two (2) weeks per lease period. Tenant understands that the Pet Addendum applies to any visiting pet. Tenants and guests must act as a responsible, humane owner/caretaker of an animal.

ELEMENT #11 FISCAL YEAR AUDIT

There were no audit findings.

ELEMENT #13 VIOLENCE AGAINST WOMEN ACT (VAWA)

1) **Domestic Violence, Dating Violence, Sexual Assault, or Stalking, 24-Hour Notice**

- Conventional Public Housing Continued Admissions and Occupancy Policy –
  - Section 21.3.F.
- Section 8 Administrative Plan –
  - Section 16.3.F.
- Violence Against Women Act Addendum to FY 2013 PHA Plan

Summary

To act in accordance with the VAWA, PHA will review and take into consideration all circumstances to remove a person from the household. If warranted, PHA will issue a 24-hour notice of removal/trespassing (trespassing is Public Housing only), if allowed by court action or upon law enforcement advice/guidance.

OTHER

1) **Public Housing Capital Fund Five-Year Plan**

Summary

The Capital Fund Program Five-Year Action Plan sets out the plan for public housing capital improvement expenditures for the next five years. The list is a compilation of planned Capital Fund projects along with the funding amounts allocated to each project. These allocations can change based on project need, as long as the total expended does not exceed the total Capital Fund for that year. This 5-Year Plan uses an estimate of funding for the fiscal years starting July 1, 2013 through June 30, 2017, as these amounts are not known at the time of preparation.

2) **Declaration of Trust (DOT)**

The DOT is not a required part of the Plan template. PHA certifies compliance with federal DOT requirements to execute and record a current DOT.

Summary

All public housing acquired, developed, maintained, or assisted with funds under the U.S. Housing Act of 1937 must have a HUD Declaration of Trust recorded against the property with the local Recorder's Office. The Declaration of Trust is a legal instrument that grants HUD an interest in public housing properties for 20 years. It automatically extends HUD's financial interest in the properties by one year, every year that the city accepts federal capital funds. It also provides public notice that the property must be operated in accordance with federal public housing rules and requirements, including the requirement not to convey or otherwise encumber the property unless expressly authorized by federal law and/or HUD. The filing of the Declaration of Trust will ensure that the city is in compliance with the Conventional Public Housing program federal regulations, and enables the city to remain eligible to receive federal funds for capital improvements, making it possible to maintain the city-owned public housing rental communities.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**PURCHASE AND SALES AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT FOR A MULTI-USE PATHWAY EASEMENT AT DISCOVERY PARK**
Staff Contact:	**Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a purchase and sales agreement to acquire an easement from Glendale Elementary School District for a multi-use pathway connecting Discovery Avenue to existing pathways in Discovery Park.

Background Summary

The City of Glendale will construct a short segment of multi-use pathway connecting existing pathways in Discovery Park to Discovery Avenue near 79th Drive as part of the Maryland Avenue Bike Route Spot Improvements Project. Before construction can begin, an easement is needed from the Glendale Elementary School District.

Previous Related Council Action

On September 11, 2012, Council authorized the City Manager to enter into an intergovernmental agreement with the Arizona Department of Transportation for design and construction of improvements to an existing bicycle route along Maryland Avenue where gaps in the route currently exist.

On October 13, 2009, Council authorized the City Manager to enter into a professional services agreement with CH2M-Hill, Inc. for design services for New River and Grand Canal multi-use pathways, and the Maryland Avenue Bike Route Spot Improvements Project.

On August 14, 2007, Council adopted Resolution No. 4082 authorizing the submission of a 2007 Transportation Enhancement grant application for the Maryland Avenue Bike Route Spot Improvements project and authorized acceptance of the grant if awarded.

Community Benefit/Public Involvement

These Maryland Avenue Bike Route spot improvements will provide for more convenient bicycle travel along the Maryland Avenue Bike Route that reaches all the way from 91st Avenue in

Glendale to 20th Street in Phoenix, a distance of 12.75 miles. The Maryland Avenue Bike Route intersects with the 47th Avenue and 63rd Avenue bike routes in Glendale and is an integral part of the overall Glendale bicycle system of on-street bikeways and off-street pathways.

The design phase of the Maryland Avenue Spot Improvements Project included public involvement of adjacent businesses and citizens. A newsletter outlining the project was mailed on January 10, 2011, to residents and businesses within a quarter-mile of the project. The newsletter requested feedback, and five comments were received—all positive.

On April 25, 2012, design plans were presented at the Glendale Onboard Transportation Program Open House held at the Civic Center.

Budget and Financial Impacts

Cost	Fund-Department-Account
$8,073	**2210-65092-550400, Maryland Ave Bike Route Spot Improvements**

As agreed to in the purchase and sales agreement, the city will pay an amount not to exceed $8,073 for the cost to acquire the multi-use pathway easement.

This easement acquisition is being paid for with GO Program funds. Funding is available in the FY 2012-13 capital improvement plan. The acquisition of this easement will not result in any new operating costs.

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Map

Resolution

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Cathy Colbath, Interim Executive Director, Transportation Services**
Item Title:	**PURCHASE AND SALES AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT FOR A MULTI-USE PATHWAY EASEMENT AT DISCOVERY PARK**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to execute a purchase and sales agreement to acquire an easement from the Glendale Elementary School District for a multi-use pathway connecting Discovery Avenue to existing pathways in Discovery Park.

BACKGROUND

The City of Glendale will construct a short segment of multi-use pathway connecting existing pathways in Discovery Park to Discovery Avenue near 79th Drive as part of the Maryland Avenue Bike Route Spot Improvements Project.

On October 13, 2009, Council authorized the City Manager to enter into a professional services agreement with CH2M Hill, Inc., for design services for New River and Grand Canal multi-use pathways, and the Maryland Avenue Bike Route Spot Improvements Project.

On September 11, 2012, Council authorized the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for design and construction of improvements to an existing bicycle route along Maryland Avenue where gaps in the route currently exist.

ANALYSIS

An IGA with ADOT was approved by Council to provide funding for two spot improvements to widen Maryland Avenue, from 67th to 69th avenues, for the addition of bike lanes and to add connecting pathways at Discovery Park for continuity of the Maryland Avenue Bike Route. Construction of these pathway improvements is estimated to begin this summer. Before construction can begin, a 7,725-square-foot easement is needed from the Glendale Elementary School District. This easement is adjacent to both Discovery Park and Discovery Elementary School.

The Maryland Avenue Bike Route spot improvements will provide for more convenient bicycle travel along the Maryland Avenue Bike Route that reaches all the way from 91st Avenue in Glendale to 20th Street in Phoenix, a distance of 12.75 miles. The Maryland Avenue Bike Route intersects with the 47th Avenue and 63rd Avenue bike routes in Glendale and is an integral part of the overall Glendale bicycle system of on-street bikeways and off-street pathways.

The design phase of the Maryland Avenue Spot Improvements Project included public involvement of adjacent businesses and citizens. A newsletter outlining the project was mailed on January 10, 2011, to residents and businesses within a quarter-mile of the project. The newsletter requested feedback, and five comments were received—all positive.

FISCAL IMPACTS

As agreed to in the purchase and sales agreement, the city will pay an amount not to exceed $8,073 for the cost to acquire the multi-use pathway easement.

This easement acquisition is being paid for with GO Program funds. Funding is available in the FY 2012-13 capital improvement plan (2210-65092-550400 - Maryland Avenue Bike Route Spot Improvements). The acquisition of this easement will not result in any new operating costs.

RESOLUTION NO. 4655 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MULTI-USE PATHWAY EASEMENT AGREEMENT WITH THE GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE PURCHASE OF AN EASEMENT LOCATED WITHIN THAT CERTAIN REAL PROPERTY AT 79TH AVENUE AND DISCOVERY DRIVE IN GLENDALE, ARIZONA, FOR THE PURPOSE OF A MULTI-USE PATHWAY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Multi-Use Pathway Easement Agreement with the Glendale Elementary School District No. 40 for the purchase of an easement located within that certain real property at 79th Avenue and Discovery Drive, Glendale, Arizona, consisting of approximately 0.177 acres for the purpose of a multi-use pathway, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk be, and they hereby are, authorized and directed to execute and deliver a Multi-Use Pathway Easement Agreement, escrow instructions and any and all other documents necessary to acquire said easement on behalf of the City of Glendale. This purchase is subject to a purchase price of $8,073 plus interest and closing costs per customary local practice.

SECTION 3. That the duly authorized disbursing officers of the City of Glendale be, and they hereby are, authorized and directed to pay all sums necessary to acquire said real property easement in accordance with the easement agreement, as well as all recording fees and other costs necessary for the acquisition of said real property.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

p_easement_gesd.doc

MULTI-USE PATHWAY EASEMENT AGREEMENT

DATE: _____, 2013

PARTIES: **Glendale Elementary School District No. 40**
7301 North 58th Avenue
Glendale, Arizona 85301
("Seller")

City of Glendale, an Arizona municipal corporation
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney
("City")

North American Title Company
Attention: Alix Graham, Branch Manager
4835 East Cactus Road, Suite 240
Scottsdale, Arizona 85254
("Escrow Agent")

RECITALS

The interest to be acquired is generally described as a multi-use pathway easement ("easement interest") in, over, and across that portion in the real property identified as Maricopa County Tax Parcel Nos. 102-06-005E and 102-06-430 located adjacent to Discovery Park and Discovery Elementary School in the City of Glendale, Arizona, in Maricopa County, Arizona and consists of approximately 0.177 acres (the "Easement"), described fully in Exhibits A and A1 attached.

The Seller is willing to provide an easement interest in the above-referenced property to the City, and the City is willing to compensate the Seller and to construct certain improvements on, in, and under the Easement under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants set forth in this Agreement, the Seller agrees to grant to the City a Multi-Use Pathway Easement. The City agrees to pay the Seller for the easement interest and to construct improvements on, in, and under the Easement under the terms and conditions set forth in this Agreement.

1. SALES PRICE AND CONSIDERATION.

A. The City is willing to Compensate the Seller Eight Thousand Seventy-Three Dollars ($8,073) for the Multi-Use Pathway Easement to be acquired as described in Exhibit A and A1.

B. The City in association with Arizona Department of Transportation ("ADOT") and Federal Highway Administration ("FHWA") intends to construct a multi-use pathway and associated improvements as shown in the construction plans for project number CM-GLN-0(220)A. The City, in conjunction with ADOT, will install a paved pathway from the west end of existing Discovery Drive to an existing concrete pathway located within Discovery Park and will accommodate pedestrian and bicycle traffic.

C. The project will include provisions that will allow continued uninterrupted access by the Seller across the Multi-Use Pathway Easement to the vacant school property south of the Easement.

D. The City will be responsible for all costs associated with the construction of the Multi-Use Pathway Easement and related improvements.

E. Upon completion of the improvements, the City will be responsible for all operation and maintenance costs for the improvements located within the Multi-Use Pathway Easement including landscaping and any landscape irrigation at no cost to the Seller. The portion of the pathway outside the easement and within Discovery Park will be maintained as described in a separate agreement (Intergovernmental Agreement Between the City of Glendale and the Glendale Elementary School District No. 40 for the Development and Use of Joint Park Site, dated April 11, 1995).

F. In the event this Agreement has not been approved by Seller within one hundred eighty (180) days of the date of this Agreement, then this Agreement shall terminate and neither party shall have any further obligation under its terms, except as expressly stated herein.

2. DISBURSEMENTS.

Upon the Close of Escrow, all sums due and payable shall be disbursed to the Seller.

3. PRELIMINARY TITLE REPORT.

Promptly following the opening of Escrow, the Escrow Agent shall deliver a current commitment for title insurance (the "Report") issued by the Escrow Agent on the real property to the City and the Seller. The Report shall show the status of title to the property as of the date of the Report and shall be accompanied by legible copies of all documents referred to in the Report.

4. REVIEW PERIOD.

A. The City shall have twenty (20) days (the "Review Period") following receipt of the Report to approve or disapprove matters related to title as shown by the Report. If the Escrow Agent issues a supplemental or amended title report showing additional exceptions to title (an "Amended Report"), the City shall have a period of time equal to ten (10) business days (a "Supplemental Review Period") from the date of receipt of the Amended Report and a copy of each document referred to in the Amended Report in which to give notice of dissatisfaction as to any additional exceptions. If the City is dissatisfied with any exception to title as shown in the Report or an Amended Report, then, at its sole option, the City may either (i) cancel this Agreement by giving notice of cancellation to the Seller and the Escrow Agent within the Review Period, or Supplemental Review Period, as appropriate, or (ii) the City may provisionally accept the title subject to the Seller's removal of any disapproved matters, exceptions or objections, in which case the Seller shall use its best efforts to remove the matters, exceptions, or objections or obtain title insurance endorsements satisfactory to the City against such matters, exceptions and objections before the close of escrow; provided, however, that such best efforts shall not require the Seller to expend any funds. If the Seller cannot remove such matters, exceptions and objections before the close of escrow, then upon demand the City may terminate this Agreement without further obligation to the Seller, or the City may waive such objections and the transaction shall close as scheduled.

B. Notwithstanding anything herein contained to the contrary, Seller shall be under an affirmative obligation to eliminate the following title matters on or before the Close of Escrow, and the City shall have no obligation to object to the same for such removal: (i) any voluntary financing liens against the Property that may be satisfied by cash payment; (ii) any judgment liens, mechanics' or materialmen's liens, tax liens or other non-consensual monetary liens that may be satisfied by a cash payment, other than liens for non-delinquent real estate taxes and permitted assessments; or (iii) any farm or other lease or occupancy right.

5. MULTI-USE PATHWAY EASEMENT.

At the Close of Escrow, Seller shall convey a Multi-Use Pathway Easement in, over, and across the property to the City in a form and substance satisfactory to the City, which Easement shall not be subject to any defects, exceptions, easements, encumbrances, covenants, conditions, restrictions, mining claims or liens, except: (i) the matters set forth in the Report (other than the standard printed exceptions) which have been accepted in writing by City; or (ii) any additional matters accepted in writing by City.

6. REQUIRED APPROVALS.

A. City and Seller acknowledge and agree that all of Seller's obligations are contingent upon approval of this Agreement by Seller's Governing Board. If Seller's Governing Board approves this Agreement, then this Agreement shall

continue in full force and effect but if Seller notifies City that Seller's Governing Board has rejected or revoked its acceptance of this Agreement, then this Agreement shall terminate and neither party shall have further obligation under its terms, except as expressly stated herein.

B. City and Seller acknowledge and agree that all City obligations are contingent upon approval of this Agreement by City's City Council. If City's City Council approves this Agreement, then this Agreement shall continue in full force and effect but if City notifies Seller that City's City Council has rejected or revoked its acceptance of this Agreement, then this Agreement shall terminate and neither party shall have further obligation under its terms, except as expressly stated herein.

7. TITLE POLICIES.

At the close of escrow, Escrow Agent shall, at the City's expense, provide the City with a separate owner's policy of title insurance issued by the Escrow Agent on the Property together with any endorsements required by the City and specifically insuring against any mechanics' and materialmen's liens on the Property notwithstanding that work may have been performed on the property, in the full amount of the sales price paid by the City, as applicable, effective as of the close of escrow, insuring the City that a permanent Easement in and to the Property is vested in the City, each subject only to the usual printed exceptions and exclusions contained in such title insurance policies, and to any other matters approved in writing by the City. The obligations of Escrow Agent to provide the title policies called for in this Section shall be satisfied if, at the close of escrow, Title Company has issued a binding commitment to issue each policy in the form required by this Section, and if each such policy is delivered within a reasonable time following the Close of Escrow.

8. ESCROW.

An escrow for this transaction has been established with the Escrow Agent, and the Escrow Agent is hereby employed to handle the escrow. This Agreement constitutes escrow instructions to the Escrow Agent and a copy shall be deposited with the Escrow Agent for this purpose. Should the Escrow Agent require the execution of its standard form printed escrow instructions, the City and the Seller agree to execute same; however, such instructions shall be construed as applying only to the Escrow Agent's employment, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control. Escrow shall be deemed open (the "Opening of Escrow") when one fully executed original of this Agreement has been delivered to Escrow Agent. Escrow Agent shall advise City and Seller in writing of the date of Opening of Escrow.

9. OPENING AND CLOSING DATES.

Escrow will be opened subject to terms of this Agreement. The Closing of this transaction and escrow (referred to in this Agreement as the "Closing" or the "Close of

Escrow") shall occur on the latter of _____, or two weeks after the expiration of any Supplemental Review Period.

10. ESCROW CANCELLATION CHARGES.

If the escrow fails to close because of the Seller's default, the Seller shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of the City's default, the City shall be liable for all customary escrow cancellation charges. If the escrow fails to close for any other reason, the Seller and the City shall each be liable for one-half of all customary escrow cancellation charges. If the escrow fails to close, all other obligations under this Agreement shall terminate.

11. CLOSING COSTS.

A. Upon the Close of Escrow, the City agrees to pay the entire cost of a standard coverage owner's policy of title insurance.

B. Upon the Close of Escrow, the City agrees to pay escrow charges, and the cost of any endorsements issued in connection with such policy.

C. Real estate taxes and irrigation assessments, either existing or proposed, shall remain the responsibility of Seller. Improvement liens and other special assessments shall likewise remain the responsibility of Seller.

D. The City agrees that all other closing costs payable by the City and the Seller will be paid by the City. On or before the Close of Escrow, the City agrees to deposit with Escrow Agent a warrant in an amount sufficient to pay the purchase price and all closing costs payable by the City.

E. The parties agree that there has not been and shall be no broker or representative acting for either party in this transaction that is entitled to a fee or commission.

F. The obligations of this paragraph shall survive Close of Escrow.

12. POSSESSION AND USE.

The right to use the Easement property shall be delivered to the City upon the Close of Escrow. From time to time before the Close of Escrow, the City may enter upon the property with the City's representatives and agents for the purpose of examining the property, conducting soil tests and engineering feasibility studies, and planning the proposed development of the property.

13. RISK OF LOSS.

Except as otherwise provided, the risk of loss or damage to the property and all liability to third persons shall continue to be borne by Seller except as may be limited by the terms of the Multi-Use Pathway Easement. This obligation shall survive Close of Escrow.

14. SELLER'S REPRESENTATIONS AND WARRANTIES.

The Seller makes the following representations and warranties which shall apply to the property; constitute a material part of the Easement consideration; are true and accurate on the Opening Date; remain true and accurate upon Close of Escrow; and shall survive Close of Escrow:

A. Action. All actions on the part of the Seller which are required for the execution, delivery, and performance by the Seller of this Agreement and each of the documents and agreements to be delivered by the Seller at the closing have been duly and effectively taken.

B. Enforceable Nature of Agreement. Subject to Section 6 above, this Agreement and each of the documents and agreements to be delivered by the Seller at the closing constitute legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their terms.

C. Violations; Consents; Defaults. Neither the execution of this Agreement, nor the performance by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which the Seller is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by the Seller in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by the Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Easement property, or any indenture, mortgage, lease, agreement or other instrument to which the Seller is a party or by which the Seller or any of its assets may be bound.

D. Litigation. The Seller is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for, or by any court or governmental board, commission, agency, department or officer, arising from or relating to the property or to the past or present operations and activities of the Seller upon or relating to the property.

E. Governmental Restrictions. The Seller has not received, nor is aware of, any notifications, restrictions, or stipulations from the United States of America, the State of Arizona, Maricopa County, or any other governmental authority requiring any work to be done on the property or threatening the use of the property. There are no pending or threatened condemnation proceedings affecting any portion of the property.

F. Title. Fee simple title to the property is currently vested in the Seller.

G. Leases and Agreements. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal, or liens on crops affecting or relating to the property to be acquired in any way.

H. Compliance. To the best of the Seller's knowledge, the Seller has complied, in all respects, with all laws, ordinances, rules, regulations, requirements and orders of federal, state, or local governments and/or their agencies with respect to the Property.

I. Environmental Matters. The Seller has not been advised that either the Seller or the property is in material violation of applicable environmental law, regulation, ordinance or order of any government entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Resource Conservation and Recovery Act, as amended; the Federal Clean Water Act, as amended; the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended; and any regulations promulgated thereunder, or any other federal, state, or local laws relating to contamination of or adverse effects on the environment. In addition, the Seller has not been advised that the property or any underlying groundwater contains any material concentrations of regulated substances, hazardous substances, hazardous materials, toxic substances, or similar substances, residues, and waste.

J. Taxes. The Seller does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against the City, or that are, or may become a lien against the property.

K. Mechanics' Lien. No work has been performed on or about the property or to any improvements located thereon within six (6) months prior to the opening date that could give rise to any mechanics' or materialmen's liens whatsoever.

L. Existing Improvements. The Seller does not warrant the condition of any existing improvements on the property. The City accepts these improvements in an "as is" condition.

15. CITY'S REPRESENTATIONS AND WARRANTIES.

The City makes the following representations and warranties which constitute a material part of the Agreement consideration, which are true and accurate as of the date of this Agreement, and will be true and accurate as of the close of escrow, and which shall survive the Close of Escrow:

A. Authority. The City has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of the City have full power and authority to do so, to perform every act, and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated; and

B. Enforceable Nature of Agreement. This Agreement and each of the documents and agreements delivered by the City at the Closing constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

16. INDEMNITY.

To the extent permitted by law, each party to this Agreement agrees to indemnify the other party and hold it harmless for, from and against all claims, damages, costs and expenses (including attorneys' fees and costs) attributable, directly or indirectly, to the breach by such Indemnifying Party of any obligation hereunder, or the inaccuracy of any representation or warranty made by such Indemnifying Party herein, or in any instrument delivered pursuant thereto, or in connection with the transactions contemplated. In addition, the Seller hereby covenants and agrees to indemnify and hold the City harmless for, from and against any and all claims, damages, costs and expenses (including attorneys' fees and costs) relating in any way to the property and accruing before Close of Escrow, even though now unknown and unsuspected. These obligations shall survive Close of Escrow.

17. SELLER'S REMEDIES.

If the City fails to deposit the sales price required under this Agreement, or to perform when due any other act required by this Agreement, then the Seller's sole and exclusive remedy shall be to cancel this Agreement and the escrow, without further liability; the cancellation to be effective immediately upon the Seller giving written notice of cancellation to City and Escrow Agent.

18. CITY'S REMEDIES.

If the Seller fails to perform when due any act required by this Agreement, then, in addition to any and all other remedies available to the City at law or in equity, including the right to have specific performance of this Agreement, the City may cancel this Agreement and the escrow, without further liability, such cancellation to be effective immediately upon the City giving written notice of cancellation to the Seller and the Escrow Agent.

19. COOPERATION.

The Seller shall cooperate fully with the City in obtaining any necessary governmental approvals to the transfer of any item of property being sold to the City under this Agreement.

20. BINDING EFFECT.

The provisions of this Agreement are binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns. These obligations shall survive Close of Escrow.

21. ATTORNEYS' FEES.

If either party brings any action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court. This obligation shall survive Close of Escrow.

22. WAIVERS.

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, the waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement. The terms of this Section shall survive Close of Escrow.

23. CONSTRUCTION.

This Agreement shall be subject to, and construed according to, the laws of the State of Arizona without the application of any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction. The terms of this Section shall survive Close of Escrow.

24. TIME.

Time is of the essence of this Agreement.

25. NOTICES.

Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Seller and the City at the addresses set forth on the first page of this Agreement or at such other address as a party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail. A copy of any notice given to a party shall also be given to the Escrow Agent by regular mail. These obligations shall survive Close of Escrow.

26. FURTHER DOCUMENTATION.

Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement. This obligation shall survive Close of Escrow.

27. TIME PERIODS.

Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

28. CONFLICTS.

This Agreement is subject to cancellation by the City, without penalty or further obligation, under A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting on creating this Agreement on behalf of the City is, at any time during the Agreement, an employee or agent of any other party to the Agreement in any capacity, or a consultant to any other party.

29. AMENDMENTS.

Any amendments or modifications to this Agreement must be in writing, executed by both parties, and are subject to City Council approval. This Agreement constitutes the entire agreement of the parties and supersedes any negotiations, discussions, undertakings, correspondence or informal agreements of the parties. The terms of this Section shall survive Close of Escrow.

30. INTERPRETATION.

Both parties have been or have had the opportunity to be represented by counsel in negotiating and approving this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed in favor of, or against, either party, regardless of which party may have drafted or proposed any of its provisions or terms. The terms of this Section shall survive Close of Escrow.

31. ORIGINALS.

This Agreement is executed in triplicate and each executed copy shall be considered an original. The terms of this Section shall survive Close of Escrow.

(Signatures appear on the following page.)

SELLER

Glendale Elementary School District No. 40

_____

By:
Its:

BUYER

City of Glendale, an Arizona municipal corporation

_____

Acting City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Escrow Agent hereby accepts employment to handle the escrow establishment by this Agreement in accordance with the terms set forth in this Agreement.

North American Title Company

_____

By: Alix Graham, Branch Manager

WHEN RECORDED, RETURN TO:

City Clerk, City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, Arizona 85301

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of $8,073 and other valuable considerations, **Glendale Elementary School District No. 40, GRANTOR**, hereby grants to the City of Glendale, a municipal corporation in the State of Arizona, GRANTEE, an easement for **multi-use pathway** purposes within that certain real property situated in Maricopa County, Arizona, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE.

TO HAVE AND TO HOLD the Easement herein described for the use and benefit of the public as right of way for multi-use pathway purposes.

IN WITNESS WHEREOF, the Glendale Elementary School District has caused its corporate name to be signed by the undersigned officers thereunto duly authorized.

Dated the _____ day of _____, 20___

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

By: _____

By: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this, the _____ day of _____, 20_____, before me, the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to the _____ and _____ of **Glendale Elementary School District No. 40,** and that , as such officers respectively, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

_____

NOTARY PUBLIC

My commission Expires: _____

NOTARY SEAL

URS

EXHIBIT A

LEGAL DESCRIPTION FOR
MARYLAND MULTI-USE PATH EASEMENT

That portion of the South half of Section 11, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the South quarter corner of said Section 11 (brass cap in handhole) from which the Southwest corner of said Section 11 (brass cap - flush) bears South 89°32'32" West, 2609.27 feet;

thence North 00°16'19" East, 1820.02 feet along the North-South mid-section line of said Section 11 to the POINT OF BEGINNING;

thence departing said North-South mid-section line, South 89°22'03" West, 86.18 feet;

thence North 59°47'56" West, 39.01 feet to the Southeast corner of a park site as described in Instrument No. 95-0220886 records of Maricopa County, Arizona;

thence North 00°16'19" East, 58.32 feet along the easterly line of said park site;

thence departing said easterly line, South 30°57'23" East, 27.00 feet;

thence North 89°22'03" East, 106.00 feet to said North-South mid-section line from which the Center of said Section 11 bears North 00°16'19" East, 752.45 feet;

thence South 00°16'19" West, 35.00 feet along said North-South mid-section line;

thence departing said North-South mid-section line, North 89°22'03" East, 65.01 feet;

thence South 00°16'19" West, 20.00 feet;

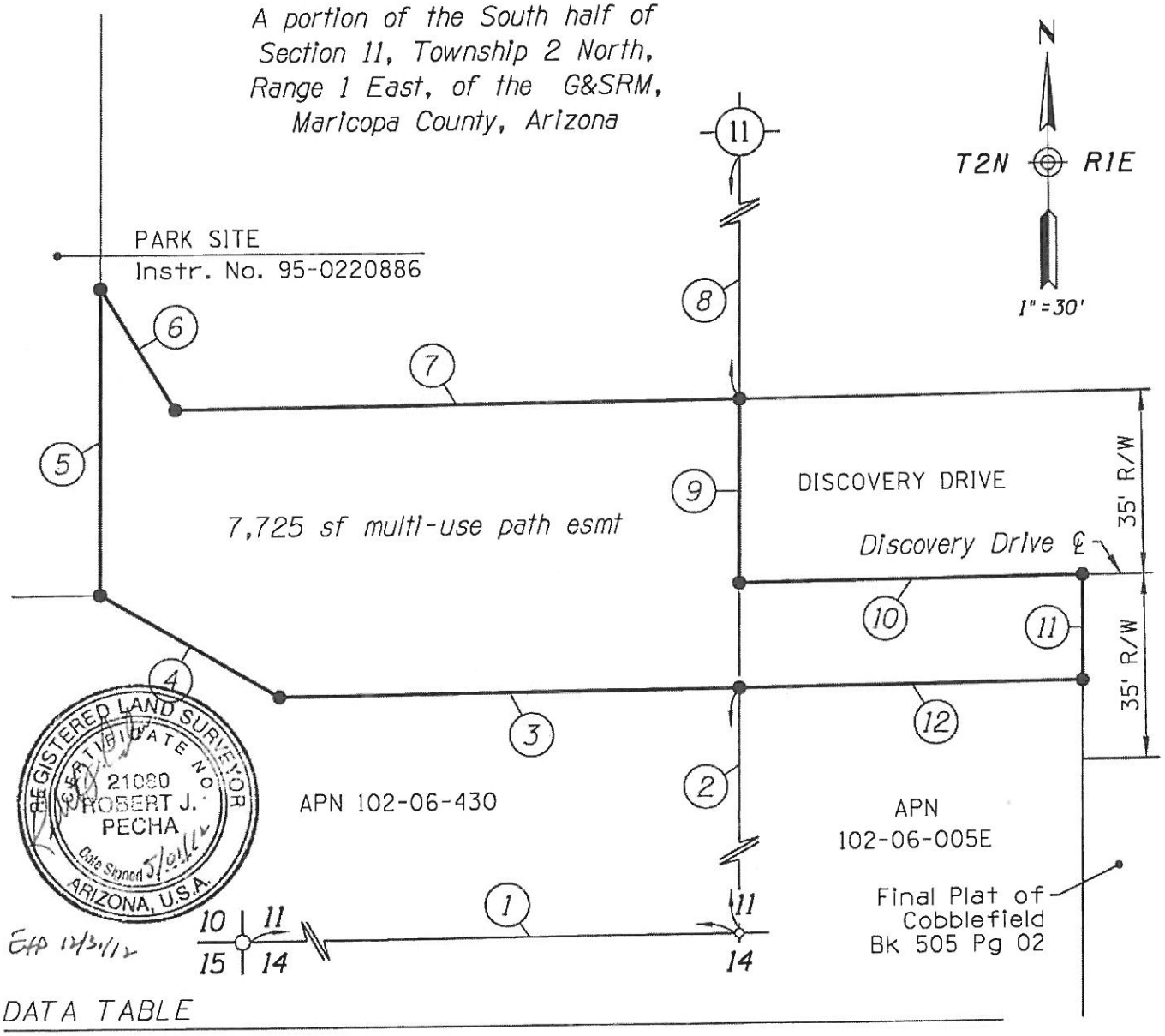
thence South 89°22'03" West, 65.01 feet to the POINT OF BEGINNING.

Said easement contains 7,725 square feet or 0.1773 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed
ARIZONA, U.S.A.
Exp 12/31/12

EXHIBIT A1

MARYLAND MULTI-USE PATH EASEMENT
A portion of the South half of Section 11, Township 2 North, Range 1 East, of the G&SRM, Maricopa County, Arizona



DATA TABLE

1	S89°32'32"W	2609.27'	7	N89°22'03"E	106.00'
2	N00°16'19"E	1820.02'	8	N00°16'19"E	752.45'
3	S89°22'03"W	86.18'	9	S00°16'19"W	35.00'
4	N59°47'56"W	39.01'	10	N89°22'03"E	65.01'
5	N00°16'19"E	58.32'	11	S00°16'19"W	20.00'
6	S30°57'23"E	27.00'	12	S89°22'03"W	65.01'

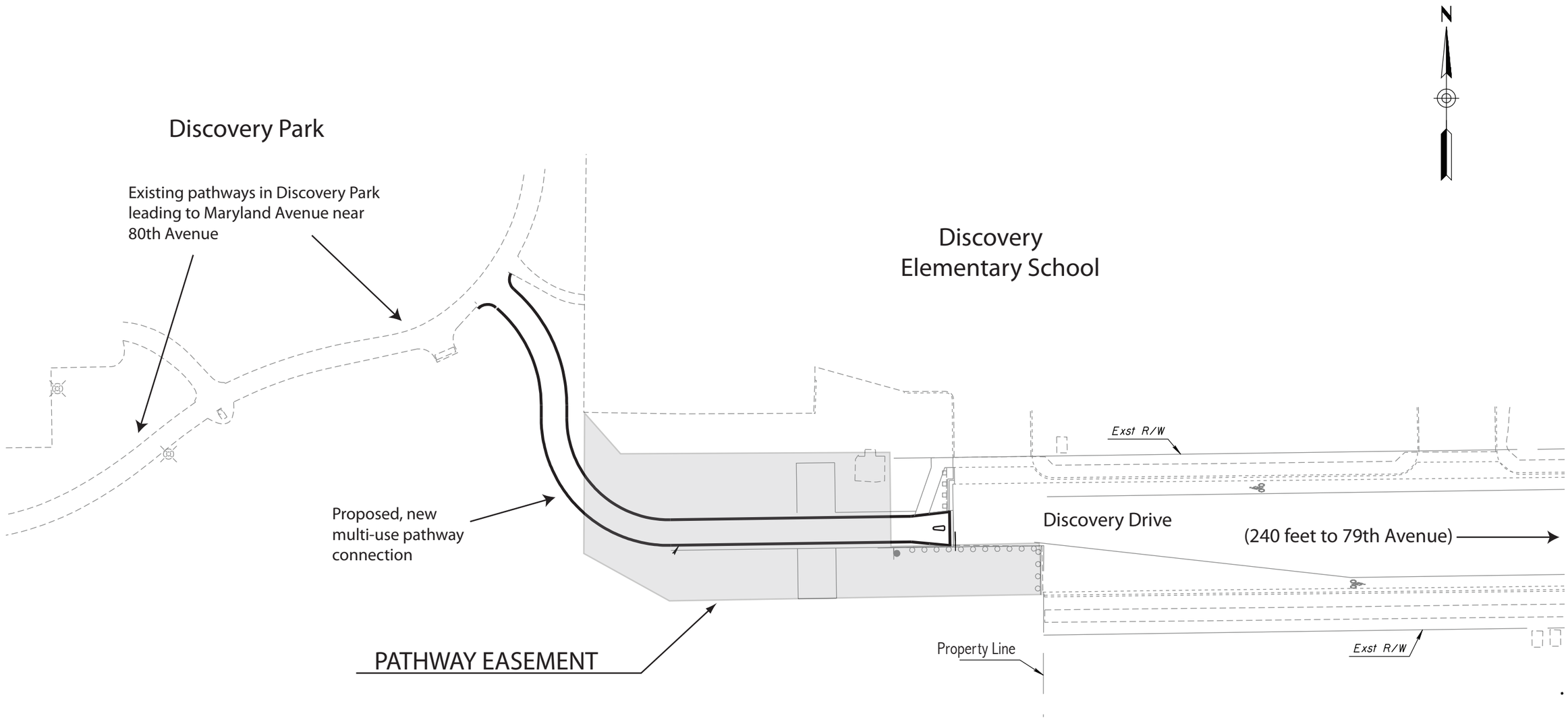
Scale
0 15 30

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM
MARYLAND MULTI-USE PATH EASEMENT
79TH AVE & DISCOVERY DR (MARYLAND AVE)

...\cadd\79th&mary-exh.dgn

MULTI-USE PATHWAY EASEMENT - DISCOVERY PARK
MARYLAND AVENUE BIKE ROUTE IMPROVEMENTS
Between 79th Avenue and 80th Avenue



CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 189 (AN-189) as required by state statute. The annexation is approximately 167 acres in size located at the northwest and southwest corners of Litchfield Road and Bethany Home Road.

Background Summary

This annexation will implement Council direction as adopted in the Annexation Policy to consider annexation requests anywhere within the Municipal Planning Area.

This annexation involves property owned by a single owner. To encourage the development of this property and the creation of jobs, two parcels which are completely surrounded by the proposed annexation but which have different property owners, are excluded from this annexation request.

A small portion of the annexation request is within the Luke Air Force Base 65 ldn noise contour lines developed by the application of day/night average sound level of sound methodology (ldn). Development of the property for industrial and warehouse uses, both within and outside of the 65 ldn, will be compatible with the mission of Luke Air Force Base.

This represents an opportunity for Glendale to continue to protect Luke Air Force Base by controlling the land uses and the type of development that will take place in the area and ensure that one of Arizona's most important economic engines is surrounded by compatible land uses in the future.

There are currently no constructed buildings on the annexation area. The property will be developed as an industrial park in the future, and the developer will be responsible for ensuring that all required noise mitigation measures are installed as part of the development of the property.

The area is designated Light Industrial (LI) and Luke Compatible Land Use (LCLU) on the General Plan. The zoning district which implements the Light Industrial and Luke Compatible Land Use designations is M-1 (Light Industrial).

Currently, the immediate northwest and southwest corners of Litchfield Road and Bethany Home Road are zoned C-3 (Heavy Commercial) and the remainder of the property is zoned RU-43 (Rural Residential) in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property compared to the existing county zoning. The most compatible Glendale zoning districts are C-3 (Heavy Commercial) and A-1 (Agricultural). This process will occur simultaneously with the annexation.

Simultaneous with this annexation request, staff is processing a rezoning request which will rezone the property to M-1 (Light Industrial). This rezoning request will be brought forward to Council immediately after the annexation request.

Per past Council direction, Glendale will not provide water and sewer service west of 115th Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer service for any annexed area located beyond the city's existing service area including this property. The property is presently within the water service area of Liberty Utilities, and will be served with water provided by this private provider.

The property is not within the certificated service area of any sewer provider at present; however, the property is adjacent to the certificated sewer service area of Liberty Utilities. The applicant and Liberty Utilities are working together to expand Liberty's certificated sewer service area, including the approval of a MAG 208 amendment to establish Liberty Utilities as the designated sewer provider, so that sewer service to this area can be established at time of development. Thus, the provision of water and wastewater service to this area will be the responsibility of a viable private provider, and not the City of Glendale municipal utility system.

The provision of providing water and sewer service in the area by viable private providers benefits the city in that the city's 100 year assured water supply will not be used to serve the area; there will be no city capital expenditures for water and sewer infrastructure. The land owner will need to obtain an assured water supply from the Arizona Department of Water Resources (ADWR) as part of the preliminary plat application to ensure that there are adequate water resources. The city will not utilize its water resources to serve the area.

The property is not in a floodway. As part of the development of the property, all drainage and retention requirements of the city will be met.

Previous Related Council Action

City Council completed the "strip annexation" in 1978. As a result of this and previous annexation actions further east, the city limits of Glendale generally surround an unincorporated area located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road.

In 1992, City Council approved the annexation of a 10 foot strip on the south side of this annexation request. This action preserved the integrity of the City of Glendale's strip annexation area and allowed for the subsequent deannexation of property to the south from the City of Glendale to the City of Litchfield Park, which facilitated the development of residential, multi-family, health care, and office uses north of Camelback Road in the City of Litchfield Park.

In 1995, the City of Glendale annexed Luke Air Force Base. As part of that annexation, the City of Glendale annexed the alignment of Bethany Home Road through this property, dividing the property into two unincorporated parts, and also as a part of that annexation, the right-of-way of Litchfield Road to the east of this property was brought within the Glendale city limits.

The City Council adopted an annexation policy in 2003, and adopted an amended annexation policy in 2005. Under the present annexation policy, consideration will be given to annexation requests submitted from any location within the Glendale Municipal Planning Area.

At Council Workshop on June 3, 2008, there was discussion on the entire strip annexation area. Council provided direction that provision of water and sewer services to the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact on existing Glendale water and sewer customers elsewhere in the city. This position was reaffirmed at Council Workshop on August 21, 2012.

At Council Workshop on February 5, 2013, Council provided guidance to continue with the annexation process for AN-189.

Community Benefit/Public Involvement

Glendale 2025, the City of Glendale's General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. This is an opportunity to develop an employment base in this portion of Glendale. This annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

The annexation of the area will require that any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. These improvements may include improvements to Litchfield Road and a traffic signal at

the intersection of Litchfield Road and Bethany Home Road as determined by the City of Glendale Transportation Department.

Once annexed, the development of the site will require the city to provide services. Since the property has no buildings, the city has the opportunity to work with the applicant at the time of zoning to best plan for the provision of city services. The applicant completed a fiscal analysis which demonstrated the costs for the city will be substantially less than the direct revenues to the city once the project is developed. The fiscal impacts include the general fund, streets, transportation sales tax, and police and fire special revenue funds.

The fiscal analysis found that the long term net impacts for the development are projected to be positive at $184,000 per year. In the short term, the impacts fluctuate depending on the projected level of construction activity, but remain positive throughout the period. Job creation, employment opportunities, and private sector investment will be realized in the short and long term in this area as it develops for industrial uses.

This is an opportunity to develop an employment base in this portion of Glendale, and this annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

A public notice for the City Council public hearing was posted in *The Glendale Star* on March 7, 2013, and the property was posted on March 5, 2013. No comments have been received.

Attachments

Staff Report

Fiscal Impacts

Annexation Petition

Aerial Photo

STAFF REPORT

To:	**Jamsheed Mehta, Acting City Manager**
From:	**Jon M. Froke, AICP, Planning Director**
Item Title:	**ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (PUBLIC HEARING REQUIRED)**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed annexation request for approximately 167 acres of privately owned land located at the northwest and southwest corners of Litchfield Road and Bethany Home Road. The purpose of this report is to provide a summary of the staff study and analysis of this annexation request and to recommend moving it forward with the annexation process in accordance with the procedure outlined in state statutes.

BACKGROUND

The Arizona League of Cities and Towns defines annexation as the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries. The reasons a city or town typically annex are:

- Businesses receive a higher level of municipal services
- Orderly development occurs along municipalities' boundaries
- Development is subject to municipal codes, subdivision requirements, and zoning ordinances
- Increased revenue to the municipality

This annexation will implement Council direction as adopted in the Annexation Policy to consider annexation requests anywhere within the Municipal Planning Area.

This represents an opportunity for Glendale to continue to protect Luke Air Force Base by controlling the land uses and the type of development that will take place in the area and ensure one of Arizona's most important economic engines is surrounded by compatible land uses in the future.

City Council completed the "strip annexation" in 1978. As a result of this and previous annexation actions further east, the city limits of Glendale generally surround an unincorporated area located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road.

In 1992, City Council approved the annexation of a 10 foot strip on the south side of this annexation request. In 1995, the City of Glendale annexed Luke Air Force Base. As part of that annexation, the City of Glendale annexed the alignment of Bethany Home Road through this property, dividing the property into two unincorporated parts, and also as a part of that annexation, the right-of-way of Litchfield Road to the east of this property was brought within the Glendale city limits.

The City Council adopted an annexation policy in 2003, and adopted an amended annexation policy in 2005. Under the present annexation policy, consideration will be given to annexation requests submitted from any location within the Glendale Municipal Planning Area.

At Council Workshop on June 3, 2008, there was discussion on the entire strip annexation area. Council provided direction that provision of water and sewer services to the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact on existing Glendale water and sewer customers elsewhere in the city. This position was reaffirmed at Council Workshop on August 21, 2012.

Per past Council direction, Glendale will not provide water and sewer service west of 115th Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer service for any annexed area located beyond the city's existing service area including this property. The property is presently within the water service area of Liberty Utilities, and will be served with water provided by this private provider.

The property is not within the certificated service area of any sewer provider at present; however, the property is adjacent to the certificated sewer service area of Liberty Utilities. The applicant and Liberty Utilities are working together to expand the Liberty's certificated sewer service area, including the approval of a MAG 208 amendment to establish Liberty Utilities as the designated sewer provider, so sewer service to this area can be established at time of development. Thus, the provision of water and wastewater service to this area will be the responsibility of a viable private provider, and not the City of Glendale municipal utility system.

ANALYSIS

Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale while also protecting Luke Air Force Base operations into the future.

This annexation involves property owned by a single owner. To encourage the development of this property and the creation of jobs, two parcels which are completely surrounded by the proposed annexation but which have different property owners, are excluded from this annexation request.

This is an opportunity to develop an employment base in this portion of Glendale, and this annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

The area is designated Light Industrial (LI) and Luke Compatible Land Use (LCLU) on the General Plan. The zoning district which implements the Light Industrial and Luke Compatible Land Use designations is M-1 (Light Industrial).

Currently, the immediate northwest and southwest corners of Litchfield Road and Bethany Home Road are zoned C-3 (Heavy Commercial) and the remainder of the property is zoned RU-43 (Rural Residential) in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property compared to the existing county zoning. The most comparable Glendale zoning districts are C-3 (Heavy Commercial) and A-1 (Agricultural). This process will occur simultaneously with the annexation.

Staff is also processing a rezoning request which will rezone the property to M-1 (Light Industrial). The M-1 zoning is consistent with the Glendale General Plan. It is the intent of staff and the applicant to bring forward this rezoning request immediately after the annexation request.

Once annexed, the development of the site will require the city to provide police, fire, and may provide sanitation services. Since the property currently has no buildings, the city has an opportunity to work with the applicant at the time of zoning to best plan for the emergency response and sanitation needs. The applicant completed a fiscal analysis which demonstrated the costs for the city to service this area will be substantially less than the direct revenue to the city once the project is developed. The fiscal impacts include the general fund, streets, transportation, sales tax and police and fire special revenue funds. The fiscal analysis found that the long term net impacts for the development are projected to be positive at $184,000 per year. In the short term, the impacts fluctuate depending on the projected level of construction activity, but remaining positive throughout the period.

The annexation of the area will require that any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. These improvements may include improvements to Litchfield Road and a traffic signal at the intersection of Litchfield Road and Bethany Home Road as determined by the City of Glendale Transportation Department.

A small portion of the annexation request is within the Luke Air Force Base 65 ldn noise contour lines developed by the application of day/night average sound level of sound methodology (ldn). Development of the property for industrial and warehouse uses, both within and outside of the 65 ldn, will be compatible with the mission of Luke Air Force Base.

Staff recommends this area be annexed to allow future growth and employment opportunities for Glendale while simultaneously protecting Luke Air Force Base operations. The annexation of the area would ensure city review of all development for compatibility with the mission of Luke Air Force Base.

The property will be developed as an industrial park in the future, and the developer will be responsible for ensuring that all required noise mitigation measures are installed as part of the development of the property.

Annexation of this area allows Glendale to control the land uses and development patterns in and around Luke Air Force Base. By doing so, Glendale will no longer rely on Maricopa County for land use decisions in this area. Job creation, employment opportunities, and private sector investment will be realized in the short and long term in this area as it develops for industrial uses.

The provision of providing water and sewer services in the area by viable private providers benefits the city in that the city's 100 year assured water supply will not be used to serve the area; there will be no city capital expenditures for water and sewer infrastructure.

The land owner will need to obtain an assured water supply from the Arizona Department of Water Resources (ADWR) as part of the preliminary plat application to ensure that there are adequate water resources. The city will not utilize its water resources to serve the area.

The property is not in a floodway. As part of the development of the property, all drainage and retention requirements of the city will be met.

At Council Workshop on February 5, 2013, Council provided guidance to continue with the annexation process for AN-189.

A public notice for the City Council public hearing was posted in the *Glendale Star* on March 7, 2013, and the property was posted on March 5, 2013. No comments have been received.

The next step in the process, once the public hearing is held by Council, is to release the blank petition to the property owner for their signature as required by state statute.

As required by state statute, the blank petition was filed with the Maricopa County Recorder on March 1, 2013. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed, thus the public hearing must occur during this 10 day window.

APPLIED ECONOMICS

FISCAL IMPACTS OF THE LUKE LAND INDUSTRIAL PARK ANNEXATION AREA ON THE CITY OF GLENDALE

NOVEMBER 2012

Economic & Fiscal Impact | Demographic Analysis | Economic Development

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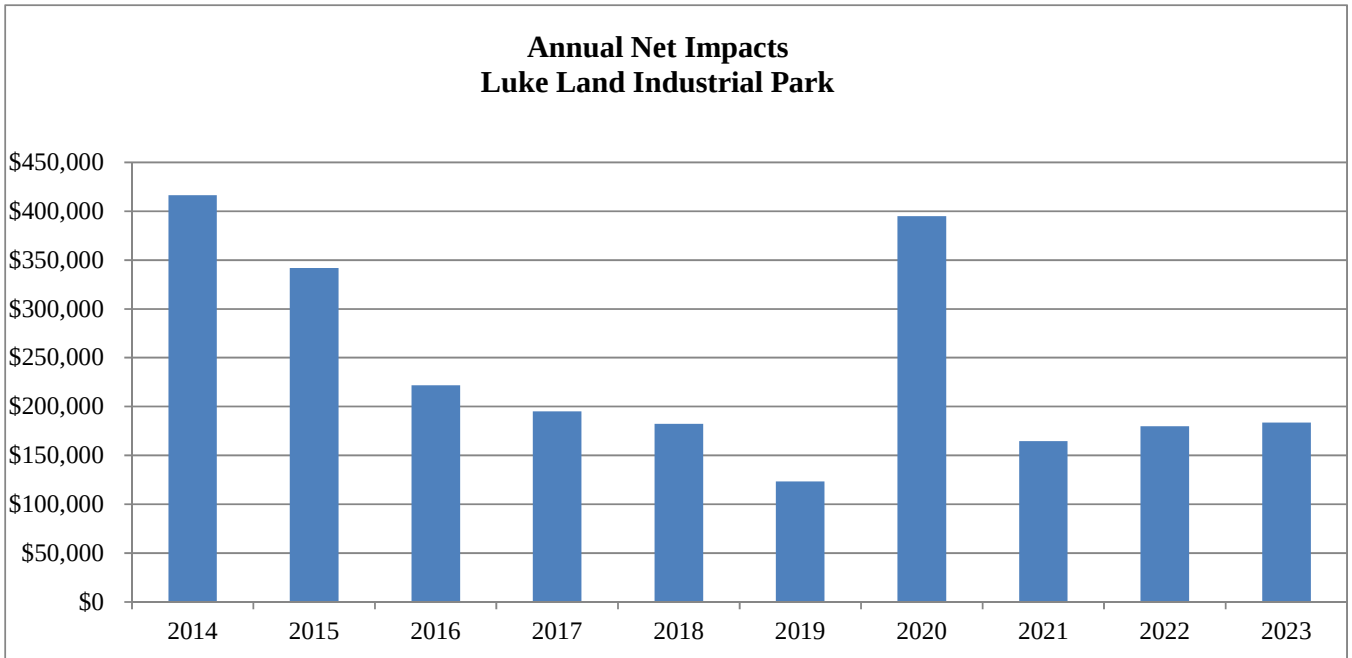
EXECUTIVE SUMMARY

This analysis demonstrates the potential socioeconomic and fiscal impacts of the Luke Land Industrial Park annexation area on the City of Glendale. The annexation area, which includes 170.7 acres, is located southeast of Luke Air Force Base on the west side of Litchfield Road at Bethany Home Road. The majority of the site is located outside the Luke Air Force Base noise contours. The proposed future land use for the area would be light industrial (M-1), which would allow for a mix of industrial, warehouse and business park development. Kodiak Fresh Produce is currently under contract to purchase a 40 acre site within the annexation area for warehousing and distribution.

The following is a summary of the net fiscal impacts of this proposed annexation area on the City of Glendale. The fiscal impacts include the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds. This study focuses on operations and maintenance revenues and expenditures. However, if annexed, this area may require other infrastructure improvements to bring it up to current city standards. The cost of these improvements is not included in the fiscal impacts.

The analysis includes annual impacts over a ten year period, during which time the industrial park would likely be built out. The long term net impacts for Luke Land Industrial Park are projected to be positive at $184,000 per year (Figure 1). In the interim years, the impacts fluctuate depending on the projected level of construction activity, but remain positive throughout the period.



Note: Includes General Fund, Streets, Transportation Sales Tax, Police and Fire Special Revenue Funds.

1.0 INTRODUCTION

This analysis demonstrates the potential socioeconomic and fiscal impacts of the Luke Land Industrial Park annexation area on the City of Glendale. This 170.7 acre area, shown in Figure 2, is located west of Litchfield Road, north and south of the Bethany Home Road alignment. It abuts Luke Air Force Base to the west and north. The property is currently undeveloped but is projected to include a mix of industrial and warehouse space under an M-1 light industrial zoning. Only a small corner of the site is located within the Luke Compatible Land Use area. The mix of development that is projected for the Luke Land Industrial Park could result in an estimated 2.01 million square feet of built space and total employment of about 1,900 by build out.

The information and observations contained in this report are based on our present knowledge of the components of development, and of the current physical, socioeconomic and fiscal conditions of the affected areas. Projections made in this report are based on hypothetical assumptions and current public finance policies. However, even if the assumptions outlined in this report were to occur, there will usually be differences between the projections and the actual results because events and circumstances frequently do not occur as expected. This analysis is based on the best available information and is intended to aid the City of Glendale in making decisions relative to the proposed development. All dollar figures should be interpreted as order of magnitude estimates only.

FIGURE 2
STUDY AREA

LUKE LAND
INDUSTRIAL PARK

VICINITY
MAP

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GLENDALE, AZ

PREPARED FOR: LITCHFIELD & BETHANY HOME LLC

SCALE: NTS
DATE: 09.05.12
GP JOB# 12037

NORTH

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EXHIBIT #1

1.1 General Approach

The impact assessment includes revenues and expenditures associated with future development in the annexation area. It does not specifically include capital costs for new or replacement infrastructure, but does include relevant maintenance costs for items such as new streets. The analysis includes the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds.

The basic approach for the analysis is to determine the level and character of future development (measured in building square footage, employment, road miles, etc.), and then to model the revenues and expenditures likely to be associated with that development. Current and historical budgets for the city were reviewed to identify revenue and expenditure line items that would be impacted by the annexation. Once identified, each line item was analyzed to identify a socioeconomic factor that could be used to predict a corresponding impact for the annexation area. For example, road miles are a good indicator of the cost of street maintenance. Therefore, by knowing the number of new road miles in the annexation area at any point in time, one could estimate the related costs in transportation and field operations departments. Many of the services provided by the city are utilized by both residents and businesses, thus population and employment are drivers for a number of revenue and expenditure items.

1.2 Report Organization

The balance of this report is divided into two sections. Section 2.0 details the methodology and assumptions used in calculating the development characteristics and the fiscal assumptions used to develop the model. Section 3.0 describes the results of the fiscal impact analysis for the annexation area.

2.0 METHODOLOGY

2.1 Development Characteristics

This chapter describes the methodology used in developing the fiscal impact model and development assumptions. In order to analyze the fiscal impacts of annexation, it was necessary to create assumptions about the Luke Land Industrial Park so that it could be compared to the existing city in terms of projected service demands. The socioeconomic impacts of nonresidential development in the Luke Land Industrial Park can be described in terms of employment, nonresidential square footage, assessed value, taxable sales and street miles, based on assumptions about the type of development that could be expected to occur in this area.

In total, the annexation area will include 170.7 acres of light industrial development resulting in 2.01 million square feet of built space. Projected employment is expected to reach 1,900 by build out based on the number of acres by land use, standard assumptions for floor-area ratios (the ratio of building area to land area), occupancy rates and per employee square footage requirements (Figure 3).

This analysis also assumes that a portion of the annexation area could be developed as a business park with for-lease space. The remainder of the area would be build-to-suit, owner-occupied buildings. Lots 2 and 3, which are more likely to develop with leased space, make up about 18 percent of the total projected square footage. The model also assumes a low level of taxable sales per square foot ($10 per square foot), which represents both sales taxes on utility usage by building owners as well as potential taxable direct sales from manufacturing companies such as machine shops.

FIGURE 3
DEVELOPMENT ASSUMPTIONS

Land Use	FAR	Sq Ft per Employee	Occupancy	Value per Sq Ft/Unit	Taxable Sales Per SF	Annual Lease	Percent Leased
Nonresidential							
Light Industrial/Warehouse	0.28	1,000	95%	$65	$10	$4.80	18%
Vacant							
Vacant	na	0	na	$10,066	na	na	na

Value of vacant land is based on existing assessed value of parcels in the annexation area.

The projected timing of development is shown in Figure 4. The 40 acres that will be purchased by Kodiak Fresh Produce will develop in Phase I in late 2013. Kodiak is expected to add a second phase in 2016. Between 2014 and 2018, Phases II and III are likely to develop with a mix of owner-occupied and leased space. The final phase, which represents the southern portion of the property, is projected to develop by 2020.

FIGURE 4
PROJECTED ABSORPTION
LUKE LAND INDUSTRIAL PARK

	Timing	Gross Acres	Sq Ft
Phase I - Kodiak Fresh Produce	2013	20.00	90,000
Phase IA - Kodiak Fresh Produce	2016	20.00	150,000
Phase 2	2014-2015	68.70	1,150,000
Phase 3	2016-2018	22.30	300,000
Phase 4	2020	39.70	320,000
Total	NA	170.70	2,010,000

2.2 Fiscal Assumptions

The fiscal model created to assess the impacts of the Luke Land Industrial Park annexation area was based on current and historical budgets for the City of Glendale. Historical trends were analyzed for eight previous fiscal years. The model reflects a long term sales tax rate of 2.2 percent. Revenue and expenditure line items in the General Fund, Streets, Transportation Sales Tax, Police and Fire Special Revenue Funds were included since these funds will be most impacted by the annexation. The model does not include any construction costs for new infrastructure, but does include relevant maintenance costs for the new street miles that would be added as the property develops. Based on the mix of land uses and the miles of existing streets, the model assumes 1.23 new street miles including the extension of Bethany Home Road through the development and an internal collector street.

Various drivers were tested for each of the revenue and expenditure items in the model. In this way, consistent rates were developed that could be applied to the socioeconomic data for the proposed annexation area. In many cases an average of rates over the past several years was used. It is important to note that current expenditures are below historic levels due to the recession and reduced revenues. In most cases, an average of current and previous years was used in the model to better reflect long term conditions. However, some revenue and expenditure items increased at rates that were less consistent over time, or experienced permanent increases or decreases due to operational or other changes. In these cases, rates from more current budget years were used to accurately reflect current conditions. The rates and basis for all revenue and expenditure line items are shown in Figure 5.

Many of the revenue and expenditure line items are driven by population, or by “service population”, which includes both population and employment. This is because many of the services provided by the City, as well as the various types of revenues that local governments depend on, are proportional to the number of people living and working there. In some cases, population may be weighted more heavily than employment since some services are used proportionally more by residents. *Since this proposed annexation area does not include any residential development, only the portion of expenditures that is attributed to new employment is included.*

Major line items that are not driven by employment or population include property tax which is a function of current and future assessed value; sales tax which is a function of taxable sales and leases, and a variety of permits and service charges that are a function of construction costs. On the expenditure side, planning is a function of construction value and population, and engineering and building safety are a function of annual construction. Transportation is a function of street miles and population, and the HURF funded portion of Field Operations is a function of street miles. Street maintenance is based on a projected cost of $229,100 per year to maintain a one mile segment of 5-lane road using costs provided by the city field operations department. This figure is adjusted to reflect the fact that the internal collector street would likely only be a 2-lane road. Police expenditures are a function of calls for service by type of land use and implied staffing at that call level based on police department standards in Glendale. Fire costs are based on call volumes and costs for similar areas within the existing city.

It is important to note that market conditions over the next 10 years could significantly affect the projected land use and hence property and sales tax revenues resulting from the annexation area. The assumptions used in this

analysis are fairly conservative and thus differences between the assumptions and actual conditions are likely to result in higher assessed values rather than lower. Although the exact timing for build out of this property is not known, the fiscal results (both revenues and expenditures) are inflated at a rate of 2 percent per year.

FIGURE 5
FISCAL IMPACT MODEL DRIVERS AND RATES
GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
GENERAL FUND		
Taxes and Fees		
Property Tax	assessed value	0.002252 * ((16% * vacant land value) + (10% * residential value) + (20% * comm/ind value))
City Sales Tax	taxable sales per square foot, retail share	sales per square foot * square footage by type * retail share * 2.2%) + (lease rate * square footage by type * lease share * 2.2%) + (2.2% * 65% * construction value) + (7.2% * hotel/motel sales)
Utility Franchise Fees	service population	$7.794 * (population + employment)
Cable Franchise Fees	service population	$4.675 * (population + employment)
Intergovernmental		
State Income Tax	Census population (will be 0 except for res. projects)	$135.81 per capita, no impact until after Census
State Sales Tax	Census population (will be 0 except for res. projects)	$86.87 per capita, no impact until after Census
Auto Lieu	population	$39.11 * population
Highway User Fees	population	$56.42 * population
LTAF	population	$4.16 * population
Grants (Transportation)	population	$2.26 * population
Licenses and Permits		
Sales Tax Licenses	retail employment	$12.03 * retail employment
Liquor License Fees	retail employment	$3.64 * retail employment
Business License	employment	$0.774 * employment
Bus./Prof License	office employment	$5.42 * office employment
Building Permits	construction value (80%), service population (20%)	($0.0041 * construction value) + ($0.573 * (population + employment)
Traffic Engineering Plan	building permits	3.47% * building permit revenues
Right of Way Permits	building permits	29.04% * building permit revenues
Charges for Servcies		
Plan Check Fees	building permits	79.53% * building permit revenues
Engineering Plan Check	construction value	$0.0016 * construction value
Misc CD Fees	building permits	10.93% * building permit revenues
Planning/Zoning Fees	building permits	22.57% * building permit revenues
Library Fines/Fees	population	$1.24 * population
Staff & Admin Chargebacks	service population	$13.297 * (population *2 + employment)
Fire Department Fees	service population	$6.429 * (population *2 + employment)
Arena Fees	not modeled	
Recreation Fees	population	$7.312 * population
Rental Income	service population	$1.907 * (population + employment)
Fines and Forfeitures		
Court Revenues	service population	$4.037 * (population * 3 + employment)
Other Revenues		
Misc. Revenue	service population, % of HURFs	$1.714 * (population *2 + employment) + (0.21% * HURF revenues)
Transit Revenue	population	$0.534 * population
Investment Income	previous year ending balance	1.5% * previous year ending balance
Administrative Services		
Administration	other admin svcs	3.41% * other administrative services
Finance	tax revenues	3.55% * tax revenues
Information Technology	City FTEs @ 0.0036 per (population*2 + employment)	$1655.39 * City FTEs
Management & Budget	City FTEs @ 0.0036 per (population*2 + employment)	$353.49 * City FTEs
Human Resources	FTE growth	$1197.86 * City FTE growth
Lease Pmts/Other Fees	City FTEs @ 0.0036 per (population*2 + employment)	$1231.36 * City FTEs
Internal Services		
City Manager	svc population (pop*2)	$1.99 * (population*2 + employment)
City Auditor	Finance	10.89% * finance expenditures
Intergovernmental Programs	current levels inflated, only impacted for whole city	
Facilities and Financial Management		
Marketing & Communications	service population	$4.78 * (population*2 + employment)
Economic Development	new jobs created	$67.55 * job growth
Community Development		
CD Administration	other community development expenditures	3.46% * development services expenditures
Building Safety	const. value	$0.0063 * construction value
Planning	const. value (80%), svc pop (20%)	($0.0037 * construction value) + $0.9195 * (population + employment)

FIGURE 5 (continued)
FISCAL IMPACT MODEL DRIVERS AND RATES
GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
Mayor/Council		
Mayor & Council	population growth	$21.60 * population growth
City Clerk	service population	$1.138 * (population*2 + employment)
City Court	service population	$4.84 * (population*3 + employment)
City Attorney	population	$12.12 * population
Public Safety		
Police and Support Services	calls for service based on land use, 1 officer per 965 calls	$148,259 * police staff
Fire	calls for service for comparable area	information provided by fire department
Homeland Security	population	$3.86 * population
Community Services		
Community Services Administration	other community services expenditures	1.12% * community services expenditures
Code Compliance	service population	$4.45 * (population + employment)
Parks & Recreation	population	$25.29 * population
Park Maintenance	park acres	$2293.05 * park acres
Community Partnerships	population	$3.97 * population
Library & Arts	population	$32.51 * population
Public Works		
Public Works Administration	other public works expenditures	0.59% * public works expenditures
Field Operations	street miles, City FTEs	($25,659 * street centerline miles) + ($2629.32 * City FTEs)
HazMat Incidence Response	service population	$0.0553 * (population*2 + employment)
Engineering	const. value (70%), svc pop (30%)	($0.0049 * construction value) + $2.86 * (population*2 + employment)
Transportation	street miles (80%), service population (20%)	($54,526 * street centerline miles) + $1.89 * (population*2 + employment)
Non-Departmental	City FTEs @ 0.0036 per (population*2 + employment)	$491.58 * City FTEs
Transfer to Airport	GF revenues	0.003% * general fund revenues
Transfer to Civic Center Fund	GF revenues	0.29% * general fund revenues
Transfer to Housing	GF revenues	0.29% * general fund revenues
Transfer to Transportation	GF revenues	0.43% * general fund revenues

Note: service population = population + employment.

3.0 IMPACT RESULTS

3.1 Impact Results

At build out, Luke Land Industrial Park would result in a moderate positive net fiscal impact to the City of $184,000 per year, with expenditures exceeding revenues by 28 percent. Detailed impact results are shown in Appendix A. The property would generate some sales taxes from leases and direct sales and a moderate amount of property taxes that are sufficient to meet the expenditure requirements.

- In terms of sales tax, this analysis assumes a total of about 360,000 square feet of leased space that could generate an estimated $43,000 per year in sales tax revenues. There would also be a small amount of taxable sales from the light industrial space resulting in a total of about $442,000 per year in sales tax revenues by 2020. Sales tax revenues, while relatively small given that this annexation area does not include any retail, make up 74 percent of on-going revenues generated by this annexation area by 2023. In the preceding years there would be an estimated $1.9 million in construction sales tax, which although non-recurring is a significant revenue source during the development period.

- With the addition of a total of 2.01 million square feet of industrial space, the increase in assessed value is estimated at $137.8 million, resulting in a total of about $71,000 per year in property tax revenues to the General Fund (Figure 6).

- Other major revenues in the General Fund include construction related fee revenues during the first seven years, as well as on-going utility and cable franchise fees.

- The largest on-going general fund expenditures for this area would be street maintenance (shown in the transportation and field operations line items), police and fire. Annual police and fire costs at build out are estimated at $151,000 to serve the industrial park. Public safety costs make up about one third of on-going expenditures. There would also be non-recurring expenditures in the planning, building safety and economic development departments during the construction period.

- Luke Land Industrial Park would include an estimated 1.23 centerline miles of additional streets (or an estimated 4.17 lane miles), resulting in about $191,000 in annual maintenance expenditures in the streets and transportation sales tax funds at build out, as shown in the impact results. This is based on an estimated average maintenance cost of $229,100 per 5-lane mile of street (or $45,820 per lane mile) provided by the city field operations department. Street maintenance costs are the largest on-going expenditures for this area.

FIGURE 6
SOCIOECONOMIC IMPACTS
LUKE LAND INDUSTRIAL PARK

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Employment	608	992	1,216	1,341	1,465	1,465	1,910	1,910	1,910	1,910
Total Noresidential Sq Ft	639,974	1,044,446	1,279,947	1,411,239	1,542,531	1,542,531	2,010,000	2,010,000	2,010,000	2,010,000
Police Staff	0.14	0.23	0.28	0.31	0.33	0.33	0.44	0.44	0.44	0.44
Taxable Sales (millions)	$8.27	$13.76	$17.21	$19.35	$21.57	$22.00	$29.25	$29.83	$30.43	$31.04
Taxable Construction (millions)	$27.04	$17.09	$9.95	$5.55	$5.55	$0.00	$19.75	$0.00	$0.00	$0.00
Assessed Value (millions)	$1.72	$1.72	$39.38	$64.43	$80.12	$89.92	$100.07	$102.07	$135.07	$137.77
City Maintained Road Miles	0.15	0.70	0.78	1.04	1.04	1.04	1.23	1.23	1.23	1.23

3.2 Summary

Over the long term, the Luke Land Industrial Park Annexation would generate a positive net fiscal impact to the City of Glendale given that projected development includes exclusively lower density nonresidential land uses and the potential for a modest amount of sales tax on leases and direct sales. The cost of city services is generally less for nonresidential development than for residential development, and in this case the amount of property and sales tax revenues generated by the future development in the proposed annexation area are more than enough to cover the cost of municipal services. Should future development plans or market conditions change significantly, the projected impact results could be quite different. However, based on the assumptions used here this area is fiscally sustainable and would be a positive addition to the city in terms of the net impacts.

APPENDIX A

APPENDIX A
CITY OF GLENDALE ANNUAL NET IMPACT
GENERAL, STREETS, TRANSPORTATION SALES TAX, POLICE AND FIRE SPECIAL REVENUE FUNDS
LUKE LAND INDUSTRIAL PARK

Revenues/Expenditures	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
REVENUES	**$1,225,591**	**$949,687**	**$742,714**	**$632,823**	**$680,147**	**$470,296**	**$1,397,042**	**$617,015**	**$641,888**	**$654,902**
Taxes and Fees										
Property Tax	$619	$619	$20,210	$33,235	$41,396	$46,486	$51,763	$52,799	$69,960	$71,359
Sales Tax (2.2%)	$712,559	$591,763	$484,083	$435,766	$468,178	$353,065	$891,463	$466,090	$475,412	$484,920
Utility Franchise Fees	$4,739	$7,888	$9,860	$11,089	$12,363	$12,610	$16,760	$17,095	$17,437	$17,786
Cable Franchise Fees	$2,842	$4,732	$5,914	$6,652	$7,416	$7,564	$10,054	$10,255	$10,460	$10,669
Intergovernmental										
State Income Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Sales Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Auto Lieu Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Highway Users Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LTAF (Lottery)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grants (Transportation)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Licenses and Permits										
Sales Tax Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Liquor License Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Business License	$471	$784	$979	$1,102	$1,228	$1,253	$1,665	$1,698	$1,732	$1,767
Bus./Prof License	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Permits	$172,343	$109,283	$64,017	$36,100	$36,194	$927	$126,866	$1,257	$1,282	$1,308
Traffic Engineering Plan	$5,986	$3,796	$2,224	$1,254	$1,257	$32	$4,407	$44	$45	$45
Right of Way Permits	$50,046	$31,734	$18,589	$10,483	$10,510	$269	$36,840	$365	$372	$380
Charges for Servcies										
Plan Check Fees	$137,069	$86,916	$50,914	$28,712	$28,786	$738	$100,900	$1,000	$1,020	$1,040
Engineering Plan Check	$64,548	$41,611	$24,712	$14,053	$14,334	$0	$53,098	$0	$0	$0
Misc CD Fees	$18,829	$11,940	$6,994	$3,944	$3,954	$101	$13,861	$137	$140	$143
Planning/Zoning Fees	$38,891	$24,661	$14,446	$8,147	$8,168	$209	$28,629	$284	$289	$295
Library Fines/Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Staff & Admin Chargebacks	$8,084	$13,457	$16,822	$18,918	$21,092	$21,514	$28,594	$29,166	$29,749	$30,344
Fire Department Fees	$3,909	$6,507	$8,133	$9,147	$10,198	$10,402	$13,825	$14,102	$14,384	$14,672
Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Rental Income	$1,159	$1,930	$2,412	$2,713	$3,025	$3,085	$4,101	$4,183	$4,266	$4,352
Fines and Forfeitures										
Court Revenues	$2,454	$4,086	$5,107	$5,744	$6,404	$6,532	$8,681	$8,855	$9,032	$9,213
Other Revenues										
Misc. Revenue	$1,042	$1,735	$2,169	$2,439	$2,719	$2,774	$3,687	$3,760	$3,836	$3,912
Transit Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Investment Income	$0	$6,245	$5,128	$3,326	$2,925	$2,734	$1,849	$5,926	$2,471	$2,697
EXPENDITURES	**$796,537**	**$598,006**	**$513,271**	**$431,268**	**$490,811**	**$342,157**	**$987,517**	**$445,886**	**$455,457**	**$464,566**
Administrative Services										
Administration	$1,200	$1,277	$1,311	$1,355	$1,495	$1,379	$2,332	$1,842	$1,898	$1,936
Finance	$25,600	$21,489	$18,472	$17,288	$18,802	$14,908	$34,454	$19,401	$20,361	$20,769
Information Technology	$3,577	$5,955	$7,443	$8,371	$9,333	$9,519	$12,652	$12,906	$13,164	$13,427
Management & Budget	$764	$1,272	$1,589	$1,788	$1,993	$2,033	$2,702	$2,756	$2,811	$2,867
Human Resources	$2,588	$4,309	$5,386	$6,057	$6,753	$6,888	$9,155	$9,339	$9,525	$9,716
Lease Pmts/Other Fees	$2,661	$4,429	$5,537	$6,227	$6,942	$7,081	$9,412	$9,600	$9,792	$9,988
Internal Services										
City Manager	$1,210	$2,014	$2,518	$2,832	$3,157	$3,220	$4,280	$4,366	$4,453	$4,542
City Auditor	$2,787	$2,339	$2,011	$1,882	$2,047	$1,623	$3,750	$2,112	$2,216	$2,261
Intergovernmental Programs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Facilities and Financial Mgmt										
Marketing & Communications	$2,905	$4,836	$6,045	$6,798	$7,579	$7,731	$10,275	$10,481	$10,690	$10,904
Economic Development	$41,067	$26,474	$15,723	$8,941	$9,119	$0	$33,782	$0	$0	$0
Community Development										
CD Administration	$14,411	$9,310	$5,550	$3,179	$3,246	$52	$11,907	$70	$71	$73
Building Safety	$262,129	$168,983	$100,357	$57,068	$58,209	$0	$215,629	$0	$0	$0
Planning	$153,961	$99,822	$59,893	$34,705	$35,523	$1,488	$128,167	$2,017	$2,057	$2,098
Mayor/Council										
Mayor & Council	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Clerk	$689	$1,147	$1,434	$1,612	$1,798	$1,833	$2,437	$2,486	$2,535	$2,586
City Court	$2,943	$4,899	$6,124	$6,887	$7,678	$7,832	$10,409	$10,618	$10,830	$11,047
City Attorney	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Safety										
Police	$20,541	$33,524	$41,083	$48,069	$53,592	$54,664	$72,655	$74,108	$75,590	$77,102
Fire	$19,616	$32,654	$40,817	$45,904	$51,178	$52,202	$69,382	$70,770	$72,185	$73,629
Homeland Security	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Community Services										
Community Services Admin	$30	$50	$63	$71	$79	$80	$107	$109	$111	$113
Code Compliance	$2,702	$4,499	$5,623	$6,324	$7,051	$7,192	$9,559	$9,750	$9,945	$10,144
Parks & Recreation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Park Maintenance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Community Partnerships	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Library & Arts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

APPENDIX A
CITY OF GLENDALE ANNUAL NET IMPACT
GENERAL, STREETS, TRANSPORTATION SALES TAX, POLICE AND FIRE SPECIAL REVENUE FUNDS
LUKE LAND INDUSTRIAL PARK

Revenues/Expenditures	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Works										
Public Works Administration	$1,384	$987	$1,088	$966	$1,197	$944	$2,014	$1,178	$1,202	$1,226
Field Operations	$11,347	$15,237	$39,082	$44,106	$56,981	$58,121	$63,957	$73,370	$74,838	$76,335
HazMat Incidence Response	$34	$56	$70	$79	$88	$90	$119	$121	$124	$126
Engineering	$207,616	$135,613	$82,436	$48,887	$50,251	$4,623	$175,502	$6,268	$6,393	$6,521
Transportation	$13,711	$15,063	$61,406	$69,386	$93,949	$95,828	$99,120	$118,388	$120,756	$123,171
Non-Departmental	$1,062	$1,768	$2,210	$2,486	$2,771	$2,827	$3,757	$3,832	$3,909	$3,987
Transfers										
Transfer to Airport	-$320	-$248	-$194	-$165	-$178	-$123	-$365	-$161	-$168	-$171
Transfer to Civic Center Fund	-$3,502	-$2,713	-$2,122	-$1,808	-$1,943	-$1,344	-$3,991	-$1,763	-$1,834	-$1,871
Transfer to Housing	-$3,571	-$2,767	-$2,164	-$1,844	-$1,982	-$1,370	-$4,071	-$1,798	-$1,870	-$1,908
Transfer to Transportation	-$5,296	-$4,104	-$3,210	-$2,735	-$2,939	-$2,032	-$6,037	-$2,666	-$2,774	-$2,830
OVERALL NET IMPACT	**$416,365**	**$341,848**	**$221,753**	**$195,003**	**$182,293**	**$123,270**	**$395,061**	**$164,741**	**$179,785**	**$183,555**
as percent of revenue	**34%**	**36%**	**30%**	**31%**	**27%**	**26%**	**28%**	**27%**	**28%**	**28%**

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

ANNEXATION PETITION
OF
THE CITY OF GLENDALE

A Portion of Section 9 of Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and a Portion of Section 16 of Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Northwest and Southwest Corners of Litchfield Road and Bethany Home Road Annexation – 6010 North Litchfield Road

Blank Petition Recorded on: March 1, 2013

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Glendale, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto marked Exhibit "A" and made a part of, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Glendale to annex the following described territory, provided that the requirements of Arizona Revised Statutes Section 9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	LOT, BLOCK, SUBDIVISION OR ADDRESS

Exhibit “A”

A portion of Section 9 and a portion of Section 16 all within Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 9;
Thence South 00 degrees 04 minutes 10 seconds West along the East line of said Section 9, a distance of 209.03 feet to the True Point of Beginning of the herein described parcel;
Thence North 88 degrees 53 minutes 38 seconds West, a distance of 2254.56 feet;
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 1002.32 feet to a point on a curve, concave Southeasterly, having a radius of 6500.00 feet and whose center bears south 49 degrees 57 minutes 28 seconds East from the last described point;
Thence Southwesterly along the arc of said curve, through a central angle of 01 degree 02 minutes 36 seconds, an arc length of 118.38 feet to a point of non-tangency;
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 946.92 feet;
Thence South 89 degrees 55 minutes 50 seconds East, a distance of 229.06 feet;
Thence South 00 degrees 04 minutes 10 seconds West, a distance of 1670.68 feet;
Thence South 89 degrees 06 minutes 42 seconds East, a distance of 2104.77 feet to a point on the East line of said Section 16;
Thence North 00 degrees 05 minutes 21 seconds East along said East line, a distance of 20.00 feet;
Thence North 89 degrees 06 minutes 42 seconds West along the boundary line of that certain parcel as described in document Number 2008-0090066, Records of Maricopa County, Arizona, a distance of 520.63 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 22 degrees 02 minutes 50 seconds, an arc length of 143.53 feet to a point of tangency;
Thence North 67 degrees 03 minutes 52 seconds West and continuing along said boundary line, a distance of 44.39 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 24 degrees 03 minutes 50 seconds, an arc length of 156.66 feet;
Thence North 43 degrees 00 minutes 02 seconds West and continuing along said boundary line, a distance of 64.68 feet;
Thence North 35 degrees 46 minutes 14 seconds East and continuing along said boundary line, a distance of 390.67 feet;
Thence South 89 degrees 54 minutes 39 seconds East and continuing along said boundary line, a distance of 645.00 feet to a point on the East line of said Section 16;

Thence North 00 degrees 05 minutes 21 seconds East along said East line and departing said boundary line, a distance of 769.53 feet to the Northeast Corner of said Section 16, said point being in common with the Southeast Corner of said Section 9;
Thence North 00 degrees 04 minutes 10 seconds East along the East line of said Section 9, a distance of 2403.87 feet to the true point of beginning,

Except the East 55.00 feet thereof, and

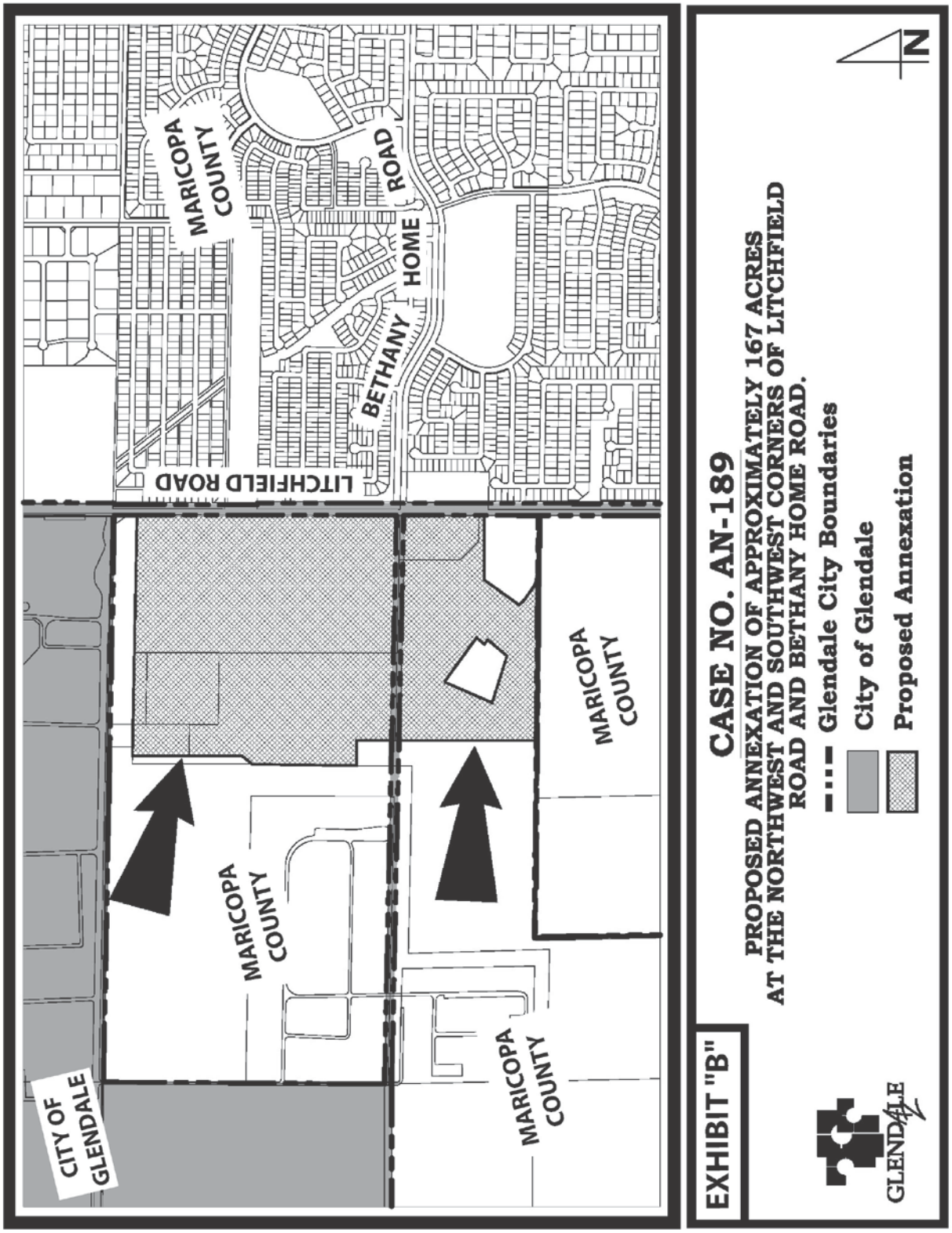
Except the South 10.00 feet of the North half of the North half of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1728 New Series, and

Except the North 33.00 feet of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the South 33.00 feet of said Section 9, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the following described parcel;

Beginning at the Northeast corner of said Section 16;
Thence South 00 degrees 05 minutes 21 seconds West along the East line of said Section 16, a distance of 769.53 feet;
Thence North 89 degrees 54 minutes 39 seconds West, a distance of 645.00 feet;
Thence South 35 degrees 46 minutes 14 seconds West, a distance of 390.67 feet;
Thence North 43 degrees 00 minutes 02 seconds West, a distance of 225.08 feet;
Thence North 49 degrees 11 minutes 05 seconds West, a distance of 118.94 feet;
Thence North 53 degrees 00 minutes 21 seconds West, a distance of 111.00 feet to the true point of beginning of the herein described parcel, said parcel being that certain parcel as described in document number 1995-0190869, records of Maricopa County, Arizona;
Thence South 39 degrees 44 minutes 37 seconds West, a distance of 18.02 feet;
Thence South 53 degrees 00 minutes 21 seconds East, a distance of 50.38 feet;
Thence South 39 degrees 44 minutes 37 seconds West, a distance of 229.25 feet;
Thence North 72 degrees 33 minutes 57 seconds West, a distance of 450.00 feet;
Thence North 23 degrees 33 minutes 07 seconds East, a distance of 476.74 feet;
Thence South 54 degrees 00 minutes 23 seconds East, a distance of 500.00 feet;
Thence South 39 degrees 44 minutes 37 seconds West, a distance of 74.85 feet to the true point of beginning.


CITY OF GLENDALE
MARICOPA COUNTY
MARICOPA COUNTY
MARICOPA COUNTY
MARICOPA COUNTY
LITCHFIELD ROAD
BETHANY HOME ROAD
EXHIBIT "B"
CASE NO. AN-189
PROPOSED ANNEXATION OF APPROXIMATELY 167 ACRES
AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD
ROAD AND BETHANY HOME ROAD.
Glendale City Boundaries
City of Glendale
Proposed Annexation
N
GLENDALE

CITY OF GLENDALE

ANNEXATION AREA NO.189
[AN-189]

CERTIFICATION OF MAP

I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

_____
Mayor

ATTEST:

_____
City Clerk

AFFIDAVIT

STATE OF ARIZONA)
) SS.
County of Maricopa)

ANNEXATION AREA NO. 189

THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.

2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.

3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

FURTHER YOUR AFFIANT SAYETH NOT

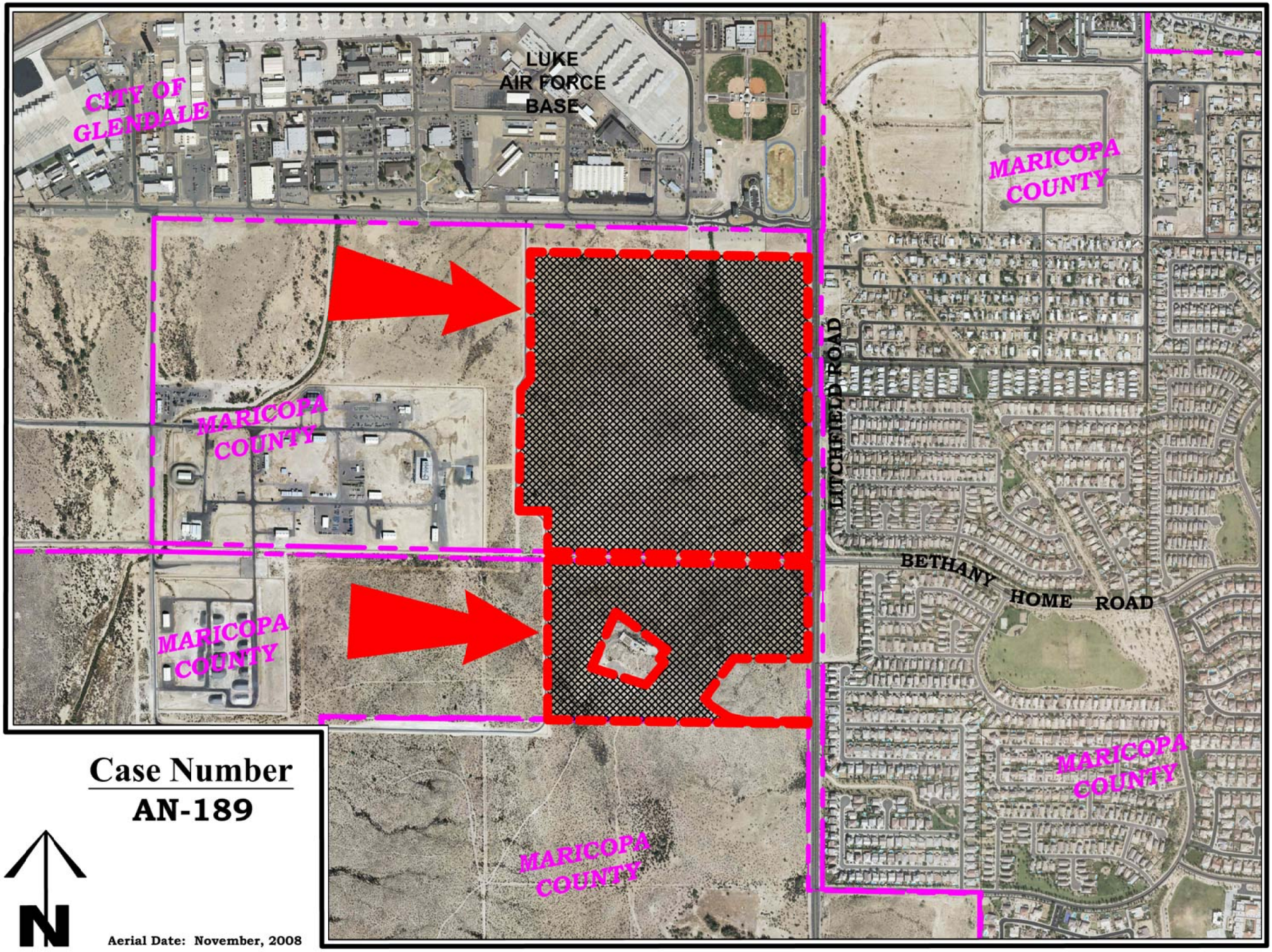
_____
THOMAS RITZ

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201___.

_____
Notary Public

My Commission Expires:

_____



Case Number

AN-189

Aerial Date: November, 2008

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**AGREEMENT OF RETENTION WITH HARALSON, MILLER, PITT, FELDMAN & MCANALLY, P.L.C.**
Staff Contact:	**Brent Stoddard, Intergovernmental Programs Director**

Purpose and Recommended Action

This is a request for City Council to authorize the Intergovernmental Programs Director, Brent Stoddard, to enter into a retention agreement on behalf of the city with the law firm of Haralson, Miller, Pitt, Feldman & McAnally, P.L.C. (HMPM) to conduct the Council's special audit project.

Background Summary

The Council has discussed and determined the need to retain the services of a law firm to conduct an internal audit investigation as a special project of the Council.

The Council will retain the services of HMPM to examine various funds and services and will report back to Council on a regular basis to receive additional guidance and to provide an update on the project.

Previous Related Council Action

The previous Council provided direction in December 2012 to begin the process to start an audit of identified funds.

At the February 5, 2013 workshop, the newly elected Council heard a presentation on the draft scope of work for the special audit project.

In February and March 2013, Council met with José de Jesús Rivera of HMPM for legal advice, discussion and consultation regarding the Council's special audit project.

Budget and Financial Impacts

The cost of this study and was not included in the adopted budget for FY 2012-13 when it was developed a year ago. A budget amendment will be brought to Council during the 4th quarter of this fiscal year to identify appropriation authority within the General Fund operating budget to cover this unplanned expense. A total of $200,000 will be identified for this special project.

Capital Expense? Yes ☐ No ☒

CITY COUNCIL REPORT

Budgeted? Yes ☐ No ☒

Requesting Budget or Appropriation Transfer? Yes ☒ No ☐

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Brent Stoddard, Intergovernmental Programs Director**
Item Title:	**AGREEMENT OF RETENTION WITH HARALSON, MILLER, PITT, FELDMAN & MCANALLY, P.L.C.**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on a proposed agreement of retention with the law firm of Haralson, Miller, Pitt, Feldman & McAnally, P.L.C. (HMPM) to conduct the Council's special audit project. This is a request that the item be forwarded to City Council for their consideration.

BACKGROUND

The Council has discussed and determined the need to retain the services of a law firm to conduct an internal audit investigation. The previous Council provided direction in December 2012 to begin the steps towards starting an audit of identified funds.

At the February 5, 2013 workshop, the newly elected Council heard a presentation on the draft scope of work for the special audit project.

In February and March 2013, Council met with José de Jesús Rivera of HMPM for legal advice, discussion and consultation regarding the Council's special audit project.

ANALYSIS

The Council will retain the services of HMPM to examine various funds and services and will report back to Council on a regular basis to receive additional guidance and to provide an update on the project.

FISCAL IMPACTS

The cost of this study was not included in the adopted budget for FY 2012-13 when it was developed a year ago. A budget amendment will be brought to Council during the 4th quarter of this fiscal year to identify appropriation authority within the General Fund operating budget to cover this unplanned expense. A total of $200,000 will be identified for this special project.

MILLER, PITT, FELDMAN
& McANALLY, P.C.

GERALD MALTZ
T. PATRICK GRIFFIN
THOMAS G. COTTER
LINDSAY BREW
JOSÉ DE JESÚS RIVERA
PETER T. LIMPERIS
JEFFREY A. IMIG
NATHAN J. FIDEL
NATHAN B. WEBB
AARON M. HALL

HARALSON, MILLER, PITT, FELDMAN & McANALLY P.L.C.

2800 N. CENTRAL AVENUE, SUITE 840
PHOENIX, ARIZONA 85004 1069
TEL (602) 266-5557
FAX (602) 266-2223

www.hmpfmlaw.com

DALE HARALSON, P.C.
DALE HARALSON

STANLEY FELDMAN, P.L.C.
RICHARD L. McANALLY
JANICE A. WEZELMAN
GRACE McILVAIN
PHILIP J. HALL
NINA J. RIVERA
OF COUNSEL

ROBERT F. MILLER
DONALD PITT
G. EUGENE ISAAK
RETIRED

BARRY N. AKIN
(1939-1988)

March 18, 2013

Honorable Jerry Weiers and
City Council Members
c/o Brent Stoddard
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

RE: Agreement of Retention

Dear Mayor Weiers and Council Members:

This will confirm your decision to retain the law firm of Haralson, Miller, Pitt, Feldman & McAnally, PLC (HMPM) on behalf of the City of Glendale to conduct an internal investigation. HMPM is retaining the Law Office of A. Bates Butler III LLC (Butler), Fidelity Forensics Group, LLC (FFG) and Evidence Solution, Inc. (ESI) to aid in the internal investigation (together "counsel").

I. Fees

Work will be provided to the City of Glendale at the following rates:

A. HMPM

1. José de Jesús Rivera $400.00 per hour
   Lindsay Brew $300.00 per hour
   Nathan Fidel $250.00 per hour
   Paralegal/Law Clerk $100.00 per hour
2. HMPM further agrees to a 10% reduction on their monthly billing statement.
3. Any conference where more than one HMPM attorney is present, the City will be charged for the time of only one attorney. The rate will be determined by the duties performed.

B. BUTLER

A. Bates Butler III	$400.00 per hour

C. FFG

Mark Jenkins	$275.00 per hour
Christopher B. Meadors	$275.00 per hour
Dale Hogue	$275.00 per hour

D. ESI

Scott Greene	$300.00 per hour

II. Costs and Billing

The City of Glendale will be responsible for any costs or expenses generated on behalf of the City of Glendale.

Billing will be generated monthly by HMPM on behalf of HMPM, Butler, FFG and ESI and any other independent contractor deemed necessary. Any additional contractors will be required to be pre-approved by the City of Glendale.

III. Termination

At the sole discretion of the Glendale City Council, the City of Glendale may terminate this Agreement at any time, or may terminate all or any portion of the Services not then completed by giving the other party written notice of termination. Upon receipt of notice of termination, Counsel, unless the notice requires otherwise, shall discontinue performance of the services on the date and to the extent specified in the notice, except those services necessary to preserve and protect the work product of the services already performed, and otherwise minimize costs to the City. Payment for services already completed or in the process of completion shall be adjusted between Counsel and the City of Glendale, in a fair and reasonable manner, but such payment shall exclude any allowance of unperformed services or anticipated profits. Such payment for services already completed or in the process of completion shall be the total compensation due to counsel for Termination at will by either party.

The City of Glendale may declare this Agreement cancelled for default by notifying Counsel in writing should Counsel at any time:

i) violate any part of this Agreement;
ii) fail to supply sufficient properly skilled personnel, material, or equipment of the quality or quantity to properly perform he services; or,
iii) fail to provide services in the most cost effective manner.

//

IV. Insurance

Counsel shall be responsible for providing appropriate public, professional, and, automobile liability insurance for Counsel and its employees in connection with the performance of the services under this Agreement. The insurance will be at least a minimum amount of one million dollars. The City of Glendale may request Counsel to provide additional insurance. Counsel agrees to provide such additional insurance upon request.

Counsel shall provide the City of Glendale with a valid Certificate of Insurance after receiving a letter of retention. Counsel shall provide the City of Glendale with updated Certificates of Insurance documenting any changes in policy or coverage (e.g. renewal, change in carrier, loss of policy, etc.) within 10 days of the change.

Counsel and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors.

The insurance requirements are minimum requirements for this contract and in no way limit the indemnity covenants contained in this Contract. The City of Glendale in no way warrants that the minimum limits contained are sufficient to protect the contractor from liability s that might arise out of the performance of the work under this contract by the Contractor, its agents, representative, employees or subcontractors, and contractor is free to purchase additional insurance.

Counsel shall furnish to the City of Glendale separate certificates and endorsements for each subcontractor.

V. Indemnification

Counsel shall indemnify, defend, save and hold harmless the City of Glendale, its departments, agencies, boards, commissions, and its officers, officials, agents and employees ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of contractor or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Counsel to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instance, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Counsel from and against any and all claims. It is agreed that Counsel will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Counsel agrees to waive all rights of subrogation against

the City of Glendale, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the City of Glendale. Exception: the waiver of subrogation claims set forth in the preceding sentence shall not apply to claims covered by attorneys' Professional Liability (Errors and Omissions) insurance policies. This exception shall not apply to any other claims or types of insurance policies.

VI. Business Associate Agreement Provisions

In connection with the conduct of the investigation Counsel may have access to emails and computer files that may contain identifiable confidential health information. This access, to the extent that it occurs, is necessary to insure the integrity of the information that Counsel receives in the conduct of the investigation. In this regard the following Business Associate Agreement applies to counsel.

1. Definitions.

a. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean all parties identified in the first paragraph of this contract other than the City of Glendale and any employees of any of them.

b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean the City of Glendale.

c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate.

The Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

3. Permitted Uses and Disclosures by Business Associate.

(a) Business Associate may not use or disclose protected health information except as specifically permitted by law or as necessary to perform the services provided for in this Agreement.

(b) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

4. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate shall destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

If this meets with your approval, please sign, and return back to us. We look forward to working with you.

Sincerely,

José de Jesús Rivera
HARALSON, MILLER, PITT,
FELDMAN & McANALLY, P.L.C.

In agreement by

_____
On behalf of
City of Glendale

_____
Date

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**AWARD OF BID TO SOUTHWEST SLURRY SEAL, INC. FOR CONSTRUCTION OF THE 2012/2013 SLURRY SEAL PROGRAM**
Staff Contact:	**Gregory Rodzenko, P.E., Acting City Engineer**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed $1,160,775.96 for construction of the 2012/2013 Slurry Seal Program.

Background Summary

The city utilizes a pavement management system to track the condition of the existing streets and to develop a plan prioritizing the necessary reconditioning and repairs. There are 10 areas consisting of neighborhood and collector streets within the city that will be addressed as part of this agreement. Within the 10 areas, a total of approximately 22 miles of existing city streets will be repaired and reconditioned with the following intended applications: asphalt repairs, crack sealing, slurry seal and microseal.

Six bids were received for this project with Southwest Slurry Seal, Inc. submitting the lowest responsive bid in the amount of $1,160,775.96.

Previous Related Council Action

On February 12, 2013, Council approved a professional services agreement with Ritoch – Powell & Associates, Inc. to develop the project specifications and bid documents for the 2012/2013 Slurry Seal Program.

Community Benefit/Public Involvement

Addressing the streets identified for repairs and maintenance by the city's pavement management system allows for a prioritized approach to maintaining the integrity and extending the serviceable life of existing city streets. There will be newsletters distributed within the construction areas and a project hotline will be established.

CITY COUNCIL REPORT

Budget and Financial Impacts

Cost	Fund-Department-Account
$38,000	**1340-16720-524400, Street Maintenance**
$1,122,775.96	**2210-65089-550800, Pavement Management**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

Map

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Gregory Rodzenko, P.E., Acting City Engineer**
Item Title:	**AWARD OF BID TO SOUTHWEST SLURRY SEAL, INC. FOR CONSTRUCTION OF THE 2012/2013 SLURRY SEAL PROGRAM**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager forward this item for City Council action/consideration. Staff plans to request the City Council authorize the city to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed $1,160,775.96 for construction of the 2012/2013 Slurry Seal Program.

BACKGROUND

The city utilizes a pavement management system to track the condition of the existing streets and to develop a plan prioritizing the necessary reconditioning and repairs. The current plan was completed in October 2011 and presented to Council by memo. Phase one of the repairs was made in Fiscal Year (FY) 2011-12; and, the 2012/2013 Slurry Seal Program completes phase two of this plan. Both phases of the plan focus on neighborhood and collector streets in the city. There are 10 areas that will be addressed in this phase of the program; within the 10 areas, a total of approximately 22 miles of existing city streets will be repaired and reconditioned with the following intended applications: asphalt repairs, crack sealing, slurry seal and microseal.

On February 12, 2013, Council approved a professional services agreement with Ritoch – Powell & Associates, Inc. to develop the project specifications and bid documents for the 2012/2013 Slurry Seal Program.

Six bids were received for this project with Southwest Slurry Seal, Inc. submitting the lowest responsive bid in the amount of $1,160,775.96. The bids for this project were lower than anticipated; therefore, the balance of the funding budgeted for this project will be applied to FY 2013-14 pavement management program which is currently being developed.

ANALYSIS

The streets to be addressed by the 2012/2013 Slurry Seal Program were identified for repairs and maintenance in the city's pavement management system. Implementation of the 2012/2013 Slurry Seal Program will avoid more costly street maintenance issues in the future and extend the serviceable life of existing city streets.

Staff recommends entering into a construction agreement with Southwest Slurry Seal, Inc. for construction of the 2012/2013 Slurry Seal Program.

FISCAL IMPACTS

The construction agreement with Southwest Slurry Seal, Inc. has a total cost not to exceed $1,160,775.96. Funding is available for this budgeted item in the FY2012-13 capital improvement plan.

Project 121312

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Southwest Slurry Seal, Inc., an Arizona corporation ("Contractor") as of the _____ day of _____, 20__.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions;**

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within ninety (90) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $1,601,775.32, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the

"Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.

8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on

the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Southwest Slurry Seal, Inc.
Attn: Richard Francis
22855 North 21st Avenue
Phoenix, AZ 85027

(B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Jim McMains
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a

written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

Project 121312

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Southwest Slurry Seal, Inc.
an Arizona corporation

_____
By: Richard Francis
Its: President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

Project 121312

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

This project will replace damaged asphalt, provide crack sealing, as well as single / double slurry seal applications on various roadways within the City of Glendale. Additional items of work may include striping & marking.

Project 121312

EXHIBIT B

CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $1,160,775.32.

DETAILED PROJECT COMPENSATION

As shown on Page 8 of the Bid Item Summary .

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

2012/13 SLURRY SEAL PROGRAM LOCATIONS

121312

GLENDALE AZ

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**CONTRACT WITH JAMES, COOKE & HOBSON INC. FOR PURCHASE OF REPAIRS AND MAINTENANCE AT WATER SERVICES SITES**
Staff Contact:	**Michael Weber, P.E., Deputy Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to award the contract and authorize the City Manager to enter into an agreement with James, Cooke & Hobson Inc. (JCH) in an amount not to exceed $150,000 annually for repairs and maintenance of Flygt pump and mixer equipment located at various water and wastewater treatment facilities throughout the city; and to further authorize the City Manager to extend the agreement, at his discretion, in accordance with the original terms of the agreement.

Background Summary

The city currently has 48 Flygt pumps and 14 chemical mixers in use for the Cholla Water Treatment Plant, and the Arrowhead Ranch and West Area Water Reclamation Facilities. JCH is the exclusive Arizona factory-authorized distributor for Flygt products for the manufacturer, ITT Water & Wastewater, U.S.A. Consequently, maintenance services can only be provided by JCH for the upkeep of this equipment which is critical to the continued function of both the water production and wastewater reclamation processes.

Community Benefit/Public Involvement

Having an approved agreement in place in advance of equipment outages and maintenance activities will minimize process and facility downtime, minimize loss of capacity, and potentially avoid non-compliance with county, state, and federal regulatory requirements.

Budget and Financial Impacts

Expenditures will be made from the following three accounts, based on need.

Cost	Fund-Department-Account
$150,000	**2360-17160-523400 (Arrowhead Reclamation Plant)** **2360-17170-523400 (West Area Plant)**

CITY COUNCIL REPORT

	2400-17260-523400 (Cholla Treatment Plant)

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Michael Weber, P.E., Deputy Director, Water Services**
Item Title:	**CONTRACT WITH JAMES, COOKE & HOBSON INC. FOR PURCHASE OF REPAIRS AND MAINTENANCE AT WATER SERVICES SITES**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report contains information on a proposed contract with James, Cooke & Hobson Inc. (JCH) in an amount not to exceed $150,000 for repairs and maintenance of Flygt pump and mixer equipment located at various water and wastewater treatment facilities throughout the city.

The City Manager is requested to forward this item to the City Council for consideration and approval.

BACKGROUND

The city currently has 48 Flygt pumps and 14 chemical mixers in use for the Cholla Water Treatment Plant, and the Arrowhead Ranch and West Area Water Reclamation Facilities. The pumps and mixers work jointly to move water or sewage through the water treatment or wastewater reclamation processes.

JCH is the exclusive Arizona factory-authorized distributor for Flygt products for the manufacturer, ITT Water & Wastewater, U.S.A. The Water Services Department has submitted all required documentation to request a sole-source procurement, and after review, Materials Management concurs that a sole-source procurement is appropriate under City Code.

If approved, the initial contract term shall be for one year with an option to extend the bid for an additional four years in one-year increments. The City Manager may extend the agreement, at his discretion, in accordance with the original terms of the agreement.

ANALYSIS

Staff will be recommending approval of the contract. Immediate repairs would allow the sites to maintain full capacity production and continue to remain in compliance with state and federal regulatory requirements. Flygt equipment is specialized and proprietary with special tools and facilities required for service and maintenance. The city does not have the ability to maintain this specialized equipment. These services can only be provided by JCH as the authorized distributor

in Arizona. The equipment is critical to the continued function of both the water production and wastewater reclamation processes.

FISCAL IMPACTS

Total annual cost of this budgeted item is not to exceed $150,000. Funding is available in the FY 2012-13 operating budget for the Water Services Department.

AGREEMENT with
JAMES, COOKE & HOBSON INC. for
Water Plant Pump Repairs, Replacement, Service, and Parts

This Agreement for Water Plant Pump Repairs, Replacement, Service, and Parts ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and James, Cooke & Hobson Inc., a Texas corporation authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2013.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $150,000 annually, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000.000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

James Feickert
c/o James, Cooke & Hobson, Inc.
3501 W. Broadway Road
Phoenix, AZ 85040-2833
602-243-0585

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Craig Sears, Cholla WTP
4805 W. Cholla Avenue
Glendale, AZ 85301
Glendale, Arizona 85301
623-930-3970

Karla Camou Guerra, WAWRF
5901 N. Glen Harbor Blvd,
Glendale, AZ 85307

623-930-4757

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its sole option and with the approval of the Contractor, extend the term of this Agreement for four (4) additional one-year terms, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original, or any renewal, Agreement period. Price adjustments will only be reviewed during the thirty (30)-day Agreement renewal period; previous performance and vendor pricing may result in the City's determination not to renew the Agreement. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

James, Cooke & Hobson, Inc.,
a Texas corporation authorized to do business in Arizona

_____

By: James Feickert
Its: Authorized Representative

(Revised 11/7/11)

EXHIBIT A

JAMES, COOKE & HOBSON INC.

Water Plant Pump Repairs, Replacement, Service and Parts

PROJECT

[See attached]

EXHIBIT A
REPAIRS, REPLACEMENT, SERVICE, AND PARTS

JCH/James, Cooke & Hobson, Inc. Is the exclusive municipal, commercial and industrial representative for FLYGT for pumps, parts and authorized factory service in the State of Arizona.

JCH would propose to offer AURORA, FLYGT & PULSAFEEDER pumps, parts and service to the City for a one (1) year contract with the option to extend for one (1) year at-a-time for up to four (4) extensions, as agreed to in writing by both parties, for a total contract length of no more than five (5) years. The contract terms would be as follows:

1. For the period March 1, 2013 thru February 28, 2014, a one (1) year contract.

2. JCH would have the right to increase pricing by the respective Manufacturer's pricing percentage increase at the time of the annual contract extension. All price increases would be in writing. These would be substantiated by a letter from each of the respective Manufacturer's.

3. Payment Terms: Net 30 Days

4. Freight terms (Manufacturer's standard leadtime orders): F.O.B. Origin, Prepay and Allow standard surface freight charges. Parts are usually UPS-able and pumps will be shipped motor freight.

5. Delivery for standard orders:
Parts: three (3) to four (4) weeks after receipt of order. Pump: delivery varies by product and would be quoted prior, based upon pump specifics and Manufacturer's production lead times.

6. Rush/Emergency orders will be provided to meet the City's needs, dependent upon factory availability. Freight Terms: Prepay and ADD emergency freight. An Estimated freight charge would be provided to the City prior to ordering.

7. Pricing for parts, replacement pumps and/or service would be quoted per the attached guidelines. As each Manufacturer has a multitude of pumps and options along with parts for many pumps of which the City does not own, it is not possible to provide a Price List.

8. JCH/James, Cooke & Hobson, Inc. along with FLYGT do not have a minimum billing amount.

9. JCH/James, Cooke & Hobson, Inc. does not provide 24/7 emergency services. Utilization of any of the emergency rates quoted provide for the respective City work to be brought to the front of the line not withstanding any other emergencies that may be being worked on at the time. Any emergency work requests would be addressed on a case-by-case basis.

EXHIBIT B

JAMES, COOKE & HOBSON INC.

Water Plant Pump Repairs, Replacement, Service and Parts

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a sole source procurement of services as James, Cooke & Hobson, Inc. (JCH) are the exclusive municipal, commercial, and industrial representative for FLYGT for pumps, parts, and authorized factory service in Arizona. FLYGT pumps are currently installed in the City's water treatment plants. The Contractor has agreed to service all of the City's water treatment pumps for the not-to-exceed amount of $150,000 annually.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $150,000 annually.

DETAILED PROJECT COMPENSATION

See Attached

EXHIBIT B - COMPENSATION

DESCRIPTION	QTY	UNIT PRICE	UNIT	ESTIMATED ANNUAL AMOUNT	ANNUAL PRICE
FLYGT 3045 Series Pumps	1	$2,083	EA	$2,083	
FLYGT 3085 Series Pumps	1	$4,600	EA	$4,600	
FLYGT 3085 FM Adder	1	$500	EA	$500	
FLYGT 3102 Series Pumps	1	$5,700	EA	$5,700	
FLYGT 3102 FM Adder	1	$500	EA	$500	
FLYGT 3127 Series Pumps	1	$8,900	EA	$8,900	
FLYGT 3127 FM Adder	1	$600	EA	$600	
FLYGT 3153 Series Pumps	1	$16,100	EA	$16,100	
FLYGT 3153 FM Adder	1	$1,000	EA	$1,000	
FLYGT 3171 Series Pumps	1	$26,100	EA	$26,100	
FLYGT 3171 FM Adder	1	$1,700	EA	$1,700	
FLYGT 3202 Series Pumps	1	$39,600	EA	$39,600	
FLYGT 3202 FM Adder	1	$1,400	EA	$1,400	
FLYGT 3301 Series Pumps	1	$51,100	EA	$51,100	
FLYGT 3301 FM Adder	1	$3,000	EA	$3,000	
FLYGT 4630/4640 Series Propeller Pumps	1	$19,800	EA	$19,800	
FLYGT 4630/4640 FM Adder	1	$2,500	EA	$2,500	
FLYGT 4650/4660 Series Propeller Pumps	1	$32,300	EA	$32,300	
FLYGT 4650/4660 FM Adder	1	$3,000	EA	$3,000	
FLYGT 4650 Series Mixers	1	$25,100	EA	$25,100	
FLYGT 4650 FM Adder	1	$2,000	EA	$2,000	

FLYGT PARTS

Line	QTY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	1	601-89-49	Basic Repair Kit (Model 3045)	$ 255.24	$ 255.24
2	1	601-89-48	Basic Repair Kit (Model 3085)	$ 806.09	$ 806.09
3	1	601-89-06	Basic Repair Kit (Model 3102)	$ 898.69	$ 898.69
4	1	601-89-09	Basic Repair Kit (Model 3127)	$ 1,463.79	$ 1,463.79
5	1	601-89-31	Basic Repair Kit (Model 3140)	$ 2,171.35	$ 2,171.35
6	1	601-89-21	Basic Repair Kit (Model 3152)	$ 2,120.55	$ 2,120.55
7	1	657-17-08	Basic Repair Kit (Model 3153)	$ 1,516.34	$ 1,516.34
8	1	657-17-01	Basic Repair Kit (Model 3171)	$ 2,971.52	$ 2,971.52
9	1	601-89-32	Basic repair kit (Model 3170)	$ 5,441.74	$ 5,441.74
10	1	601-89-24	Basic repair kit (Model 3201)	$ 6,163.06	$ 6,163.06
11	1	657-17-03	Basic repair kit (Model 3202)	$ 4,962.40	$ 4,962.40
12	1	665-68-10	Basic repair kit (Model 4630/4640)	$ 1,352.20	$ 1,352.20
13	1	656-35-03	Basic Repair Kit (Model 4650/4660)	$ 3,817.96	$ 3,817.96

Service Rates

QTY	DESCRIPTION	UNIT PRICE
1	Standard Shot Pate (Per Hour)	$ 75.00
1	Emergency Shot Rate (Per Hour)	$ 125.00
1	Standard Field Rate, One Man (Per Hour)	$ 105.00
1	Emergency Field Rate, One Man (Per Hour)	$ 155.00
1	Truck Mileage Charge (per Mile, Round Trip)	$ 1.25

Plus Applicable Taxes

EXHIBIT C

JAMES, COOKE &HOBSON INC.

Water Plant Pump Repairs, Replacement, Service and Parts

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**AGREEMENT WITH ARIZONA REFUSE SALES, LLC FOR CERTIFIED REBUILD OF SIDELOAD TRUCKS FOR RESIDENTIAL SANITATION COLLECTION**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into an agreement for certified rebuilds of two sideload trucks for Residential Sanitation from Arizona Refuse Sales, LLC. Staff recommends approval of the agreement in an amount not to exceed $261,525.86.

Background Summary

The Glendale Public Works Sanitation Division owns and utilizes the two sideload trucks with original acquisition dates of 2006 for both trucks. The sideload trucks are essential pieces of support equipment that service the residential sanitation customers in Glendale. The rebuild of two sideload trucks is identified in the Sanitation Enterprise Fund capital improvement plan for this fiscal year. This rebuild process has proven to save operations approximately one-half of the purchase price for a new truck. Currently, two new trucks would cost $551,293.38; this rebuild is $261,525.86, for a total savings of $289,767.52.

The vendor, Arizona Refuse Sales, LLC, was awarded this bid through a competitive bid process by the City of Tucson Contract 110051-01. The terms and conditions of the City of Tucson contract extend the use of the contract by the Strategic Alliance for Volume Expenditures (SAVE) cooperative members with the approval of the contractor. The City of Glendale has received approval from Arizona Refuse Sales, LLC to utilize the contract through the cooperative purchase agreement.

Previous Related Council Action

Staff researched the current practices of other residential sanitation collection services in Arizona related to new replacement versus the rebuild of sideload trucks. The research revealed it has become an industry best practice to rebuild sideload trucks at intervals of six to eight years for a certified rebuild. A similar practice was used when a certified rebuild of a landfill bulldozer and certified power train rebuild of a landfill scraper was brought before Council on November 22, 2011 and November 27, 2012, respectively.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

Approval of this request will allow a seamless transition without interruption to residential sanitation collection.

Budget and Financial Impacts

Cost	Fund-Department-Account
$261,525.86	**2480-78003-551400, Sanitation**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Stuart Kent, Executive Director, Public Works**
Item Title:	**AGREEMENT WITH ARIZONA REFUSE SALES, LLC FOR CERTIFIED REBUILD OF SIDELOAD TRUCKS FOR RESIDENTIAL SANITATION COLLECTION**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

The information provided in this report relates to a proposed contract for two certified rebuilds of sideload trucks for the City of Glendale from Arizona Refuse Sales, LLC in the total amount of $261,525.86. The purpose of this report is to request the City Manager to forward this proposed contract with Arizona Refuse Sales, LLC, to the City Council for consideration and approval.

BACKGROUND

The Glendale Public Works Sanitation Division owns and utilizes the two sideload trucks with original acquisition dates of 2006 for both trucks. The sideload trucks are essential pieces of support equipment that services the residential sanitation customers in Glendale. The capital improvement plan for the Sanitation Enterprise Fund calls for rebuilds on two sideload trucks this fiscal year.

A certified rebuild to the two sideload trucks at this time will keep these pieces of equipment operating efficiently for an additional five to six years of service. A certified rebuild includes complete disassembly, the removal of the body and all components associated with the body, refurbishing the chassis, and installing a new body and arm. In consulting with Equipment Management staff, it has been determined that the internal components, such as the engine, transmission, brakes and rear differential, do not need to be repaired at this time. All major components will be rebuilt to original manufacturer's specifications.

The vendor, Arizona Refuse Sales, LLC, was awarded this bid through a competitive bid process by the City of Tucson Contract 110051-01 on April 1, 2011 with four one-year contract extension options. The terms and conditions of the City of Tucson contract extend the use of the contract by the Strategic Alliance for Volume Expenditures (SAVE) cooperative members with the approval of the contractor. The City of Glendale has received approval from Arizona Refuse Sales, LLC to utilize the contract through the cooperative purchase agreement.

STAFF REPORT

Staff is recommending an award to Arizona Refuse Sales, LLC in the total amount of $261,525.86 for the purchase of two certified rebuild sideload trucks for residential sanitation collection.

ANALYSIS

Staff researched the current practices of other residential sanitation collection services in Arizona related to new replacement versus rebuild of sideload trucks. The research revealed it has become an industry best practice to rebuild sideload trucks at intervals of six to eight years for a certified rebuild. This rebuild process has proven to save operations approximately one-half of the purchase price for a new truck. Currently, two new trucks would cost $551,293.38; this rebuild is $261,525.86, for a total savings of $289,767.52. A similar practice was used when a certified rebuild of a landfill bulldozer and certified power train rebuild of a landfill scraper was brought before Council on November 22, 2011 and November 27, 2012, respectively.

Rebuilding of the sideload trucks will take approximately 12 weeks. To keep up with the service level of the Glendale Sanitation Division, one truck will be rebuilt at a time; this will be done to continue to meet the needs of the residential sanitation collection.

FISCAL IMPACTS

Funds for these purchases are available in the Fiscal Year 2012-13 capital improvement plan of the Sanitation Enterprise Fund.

AGREEMENT with ARIZONA REFUSE SALES, LLC for the Certified Rebuild of Two (2) Sideload Trucks

This Agreement for the Certifed Rebuild of Two (2) Sideload Trucks ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Arizona Refuse Sales, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2013.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, through the S.A.V.E. Cooperative Purchasing Agreement under the City of Tucson RFP #110051-01 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $261,525.86, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Arizona Refuse Sales, LLC
c/o Paul Campbell
1824 West Broadway Road
Phoenix, AZ 85041

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Bill Sterling
6210 West Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2619

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for time only. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of this Agreement. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Arizona Refuse Sales, LLC,
an Arizona limited liability company

_____
By: PAUL Campbell
Its: OWNER

(Revised 11/7/11)

EXHIBIT A

Certified Rebuild of Two (2) Sideload Trucks

PROJECT

[See attached]

ARS Arizona Refuse Sales, LLC

Dave Harvey,
November 28,2012
Attached are quotes to do a Retro-Fit of requested units for the City of Glendale.

Unit # 6272D63 This is an AutoCar chassis with single axle on 210" wheelbase and a 26 cubic yard Heil body.

a) Remove body and all components associated with the body
b) Refurbish Chassis per quote
c) Install a new 27 cubic yard Scorpion body and arm per quote

Unit # 6272D66 This is an AutoCar chassis with tandem axle on 210" wheelbase and a 30 cubic yard Heil body.

a) Remove body and all components associated with the body
b) Refurbish Chassis per quote
c) Install a new 30 cubic yard Scorpion body and arm per quote

Unit # 6272D52 This is a Peterbilt chassis with tandem axle on 216" wheelbase and a 30 cubic yard McNeilus body.

Note:
I have not quoted this unit due to the fact that there is heavy wear shown on the chassis frame top rail along with rust that dictates that there would be a cost to replace these rails. This cost would out weigh the purpose of the Refurbish program. It is our recommendation to not use this chassis for a Retro-Fit unit.

Unit # 6272D60 This is a Peterbilt chassis with tandem axle on 216" wheelbase and a 30 cubic yard McNeilus body.

Note:
It is our recommendation to not use this chassis for a Retro-Fit unit. the same applies as unit # 6272D52.

If you have questions or need additional data, please let me know.

Thank you for giving us this opportunity to quote the DaDee Manufacturing Scorpion ASL product.

Paul Campbell

1824 W. Broadway • Phoenix, Arizona 85041
Phone: 602-276-4390 Fax: 602-276-5470

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390
FAX: 602-276-5470
E-MAIL:

Check One

Quote ORIGINAL ☐ IN-HOUSE ☐

Invoice #: 00023214
Date: 11/28/2012
Ship Via:
Page: 1

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount	Tx
TAG onto the City of Tucson Contract #110051-01 for Installation of SCORPION ASL 27 YD body on Refurbished City of Glendale Chassis #6272D63.	**$99,025.00**	**X**
10 Lb Fire Extinguisher		
18 x 18 x 24 Tool Box		
Flare Kit		
Three Light Flashing Kit on Tailgate tied to Brakes		
Shovel & Broom Holder		
Oil Temperature Sensor		
Tailgate View Tabs		
2 Year Body Warranty		
3 Year Hydraulic System Warranty		
CHASSIS MODIFICATION/REFURBISH:	**$10,845.00**	
A) Remove Heil body and arm		
B) Clean, repair and repaint cab		
C) Upholster seats		
D) Replace vinyl console cover		
E) Clean and paint frame		
F) Replace horizontal exhaust with vertical exhaust		
NO DRIVE TRAIN WORK TO BE DONE		
EXTENDED WARRANTY TOTAL 5 Year Body and Arm Structural	**$3,500.00**	

SIGNATURE_____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Shipping & Handling:
Sales Tax:
Total Amount:
Amount Applied:
Balance Due:

Your Order
Shipping Date:
Terms: **Net 30**

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The sole and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible for items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390
FAX: 602-276-5470
E-MAIL:

Check One

Quote *ORIGINAL* ☐
IN-HOUSE ☐

Invoice #: 00023214
Date: 11/28/2012
Ship Via:
Page: 2

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount	Tx
EXTENDED WARRANTY TOTAL 5 Year Cylinders	**$2,500.00**	
OPTIONS:		
A) Spray Insulation under cab	**$1,000.00**	**X**
B) Replace air conditioning unit with Red-Dot System	**$7,500.00**	**X**
SHIP FOB GLENDALE		

SIGNATURE_____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

	Shipping & Handling:	**$0.00**
	Sales Tax:	**$9,999.83**
Your Order	Total Amount:	**$134,369.83**
Shipping Date:	Amount Applied:	**$0.00**
Terms: **Net 30**	Balance Due:	**$134,369.83**

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The sole and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible for items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390
FAX: 602-276-5470
E-MAIL:

Check One

Quote ORIGINAL ☐ IN-HOUSE ☐

Invoice #: 00023233
Date: 11/28/2012
Ship Via:
Page: 1

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount	Tx
TAG onto the City of Tucson Contract #110051-01 for Installation of SCORPION ASL 27 YD body on Refurbished City of Glendale Chassis #6272D66	$99,025.00	X
10 Lb Fire Extinguisher		
18 x 18 x 24 Tool Box		
Flare Kit		
Three Light Flashing Kit on Tailgate tied to Brakes		
Shovel & Broom Holder		
Oil Temperature Sensor		
Tailgate View Tabs		
2 Year Body Warranty		
3 Year Hydraulic System Warranty		
30 YD Scorpion Body	$900.00	X
CHASSIS MODIFICATION/REFURBISH:	$10,845.00	
A) Remove Heil body and arm		
B) Clean, repair and repaint cab		
C) Upholster seats		
D) Replace vinyl console cover		
E) Clean and paint frame		
F) Replace horizontal exhaust with vertical exhaust		
NO DRIVE TRAIN WORK TO BE DONE		

SIGNATURE_____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Shipping & Handling:
Sales Tax:
Total Amount:
Amount Applied:
Balance Due:

Your Order
Shipping Date:
Terms: Net 30

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The sole and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or refund of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible for items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390
FAX: 602-276-5470
E-MAIL:

Check One

Quote ORIGINAL ☐ IN-HOUSE ☐

Invoice #: 00023233
Date: 11/28/2012
Ship Via:
Page: 2

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount	Tx
EXTENDED WARRANTY TOTAL 5 Year Body and Arm Structural	$3,500.00	
EXTENDED WARRANTY TOTAL 5 Year Cylinders	$2,500.00	
OPTIONS:		
A) Spray Insulation under cab	$1,000.00	X

SHIP FOB GLENDALE

SIGNATURE_____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

	Shipping & Handling:	$0.00
	Sales Tax:	$9,386.03
Your Order	Total Amount:	$127,156.03
Shipping Date:	Amount Applied:	$0.00
Terms: Net 30	Balance Due:	$127,156.03

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The sole and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible for items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES, LLC

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

November 28, 2012

Attn: Dave Harvey
City of Glendale, AZ

RE: Explanation of City of Tucson Contract 110051-01

27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

REVISED PRICE PAGE additional breakdown

Item 1a Price Page
SIDE LOAD BODY

Unit Price (see STANDARD EQUIPMENT LIST)	**$89,000**
3 Year Warranty (High Pressure Filter Kit) ***This is a Hydraulic SYSTEM Warranty*** which covers Pumps, Valves & Cylinders. (At the time of the original purchase order the manufacturer required High Pressure Filters is installed as a condition of the warranty. This is no longer the case.) The cost of the 3 year Hydraulic System Warranty remains the same at $5,500.	5,500
10# Fire Extinguisher	125
Tool Box (18 x 18 x 24" TOOL BOX AND MOUNTING BRACKETS	600
Flare Kit	75
30 VAC Light Kit (CURRENTLY DESCRIBED AS "THREE LIGHT FLASHING KIT ON TAILGATE TIED TO BRAKES)	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	**$99,025**

Item 2a Price Page
EXTENDED WARRANTIES

TOTAL 5 Year Cylinder Warranty: $2,500

On our OPTIONAL EQUIPMENT page part # WRH3 is a 5 YEAR CYLINDER **WARRANTY that is priced at $5,500.** In this case, the customer purchased the above 3 Year Hydraulic System Warranty which included the cylinders. They wanted a 5 year warranty on the cylinders only (beyond the above 3 year warranty) so the price of $2,500 reflects that adjustment.

TOTAL 5 Year Body Warranty: $3,500

We do not have a published price on our OPTIONAL EQUIPMENT page for a 5 year Body/Arm Structural Warranty. We chose to discount the cost of a 5 Year Body (and arm) Warranty and offered as part of this contract at $3,500 based on Unit quantity.

ADDITIONAL / PUBLISHED OPTIONS:

***CAM1 Zone Defense Camera System with DVR and 5 year warranty was published as an option at the time of the original Tucson Contract. At this time Zone Defense 2-Camera with DVR is our STANDARD system and there is no additional charge.

LEV2	Hydraulic Oil Leak Detection System	NOT AVAILABLE
LEV1	Hydraulic Oil Level Sensor	$300.00
SIGN1	Roadway Display Sign Frames (one each side)	975.00

ADDITIONAL / UNPUBLISHED OPTIONS:

DaDee Manufacturing SCORPION Diagnostic Tester	$3,495.00
ZONAR Extra Light Duty Track / Trace Package (GPS System) INSTALLED	982.00
DORAN 360 HD Tire Pressure Monitoring System (6 Tire)	850.00
DORAN 360 HD Tire Pressure Monitoring System (8 Tire)	950.00
DORAN optional Flow-Through Valve Stem Extension (Per Tire)	22.00
Stress-Tek VULCAN Body Scale System Model G733	9,800.00
ADDITIONAL (3rd) CAMERA (and cable) for Zone Defense Camera System	450.00
Auto Lube System	1,800.00
30 YARD Body Option	900.00

EXHIBIT B

Certified Rebuild of Two (2) Sideload Trucks

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The vendor, Arizona Refuse Sales, LLC was awarded this bid through a competitive bid process by the City of Tucson Contract 110051-01 and incorporated into the S.A.V.E. Cooperative Purchasing Agreements of which the City is also a member .

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $261,525.86.

DETAILED PROJECT COMPENSATION

See Exhibit A.

Department of Procurement

Search [ ] Go

Department Site

Co-op Contracts

Co-op Partners

Co-op Agreement

Staff Assignments

Contact Us

National IPA

Home Vendors Co-op Auction Departments Admin

Please login Login Register

Search Results

Search again

Please register by clicking on the Login button above in order to see detailed information on the contracts shown below.

27 Cubic Yard Capacity (excluding hopper area) Automated Side Load Refuse Bodies

Contract Number: 110051

Department: General Services

Contract Officer: Ray Valdez

Records returned: 1

© 2012 City of Tucson

ARSI
ARIZONA REFUSE SALES, LLC

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

PROPOSAL NUMBER: 110051
27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

REVISED PRICE PAGE additional breakdown

Item 1a Price Page
SIDE LOAD BODY

Unit Price	$89,000
3 Year Warranty (High Pressure Filter Kit)	5,500
10# Fire Extinguisher	125
Tool Box	600
Flare Kit	75
30 VAC Light Kit	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	$99,025

Item 2a Price Page
EXTENDED WARRANTIES

TOTAL 5 Year Cylinder Warranty: $2,500
TOTAL 5 Year Body Warranty: $3,500

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4160
ISSUED ATE: SEPTEMBER 13, 2010

RFP DUE DATE: SEPTEMBER 21, 2010 @ 4:00 P.M., LOCAL AZ TIME
PRINCIPAL CONTRACT OFFICER: VICTORIA CORTINAS

REVISED PRICE PAGE

Item #	Description	Quantity	Unit Price	Extended Price
1.	Automated Side Load Bodies, as per specifications			
1a.	Side Load Body DuDee Mfg Scorpion 27 ASL Mfg./Model #	13 each	$ 9902.00 (See additional Breakdown Page)	$ 128737.00
1b.	Chassis Modifications	13 each	$ 3100.00	$ 40300.00
1c.	Pick up / Delivery Charges	13 each	$ 500.00	$ 6500.00
1d.	Fuel Charges	13 each	$ 120.00	$ 1560.00
1e.	Level 1 Inspection (INCLUDED IN 1b.)	13 each	$ 0	$ 0
Item 1 Total			$ 102745.00	$ 1335685.00
2.	Optional Items			
2a.	Extended Warranties			
	Refuse body		$ 3500.00	
	Hydraulic Cylinders		$ 2500.00	
2b.	Sign Board Frames, per specifications Roadway Display 3048X Mfg./Model #	13 Each	$ 975.00 ea.	$ 12,675.00
2c.	Decal, per specifications	13 each	$ 600.00 ea.	$ 7800.00

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature: 9-23-10 Date:
Paul Campbell
Typed Name and Title

Arizona Refuse Sales LLC.
Company Name
1824 W. Broadway Rd.
Address
Phoenix AZ 85041
City State Zip

1824 W Broadway Road
Phoenix, AZ 85041

OPTIONAL EQUIPMENT

PART #	DESCRIPTION	PRICE
☐ BOD1	30 Yard Body	$900.00
☐ PT01	Two Tone Paint (Zero VOC Powder Coat)	$2,500.00
☐ PT02	Paint Stripe	$1,000.00
☐ AWPT	Adverse Weather Pre-Treat	$1,500.00
☐ SGN1	Roadway Display Sign Frames (one each side)	$975.00
☐ DEC1	95.5 x 31.5 3M Transit Graphics Vinyl Decals (one each side)	$600.00
☐ TB24	Tool Box (18" x 18" x 24") (each)	$600.00
☐ TB36	Tool Box (18" x 18" x 36") (each)	$650.00
☐ FEX1	10 lb. Fire Extinguisher & Mounting Bracket	$125.00
☐ FEX2	20 lb. Fire Extinguisher & Mounting Bracket	$175.00
	Tool Holders	
☐ TH01	Broom, Shovel or Rake	$125.00
☐ TH02	Cone	$150.00
☐ TH03	Chock	$150.00
☐ WRS2	Additional Two Year Body and Arm Structure Warranty	$2,500.00
☐ WRH3	Three Year Hydraulic System Warranty (Pumps, Valves, Cylinders)	$5,500.00
☐ WRH5	Five Year Cylinder Warranty	$6,500.00
☐ PRES	Pressure Filter Kit	$4,500.00
☐ DISC1	Hydraulic Fluid Quick Disconnect Kit	$600.00
☐ TEMP	Hydraulic Oil Temperature Sensor	$400.00
☐ LEV1	Hydraulic Oil Level Sensor	$300.00
☐ LEV2	Hydraulic Oil Leak Detection System	$1,800.00
☐ TAG1	Tag Axle Control Kit	$3,800.00
☐ LTK1	Three Light Flashing Kit on Tailgate tied to Brakes	$450.00

*All prices are subject to change without notice
November 2010

Phone: 800-940-7467
FAX: 602-276-5470
www.DeDeeMfg.com

ARIZONA REFUSE SALES, LLC

1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

December 15, 2011

Attn: Charlie Caudill
City of Yuma, AZ

RE: Explanation of City of Tucson Contract 110051-01

27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

REVISED PRICE PAGE additional breakdown

Item 1a Price Page
SIDE LOAD BODY

Unit Price (see STANDARD EQUIPMENT LIST)	**$89,000**
3 Year Warranty (High Pressure Filter Kit) *This is a Hydraulic SYSTEM Warranty* which covers Pumps, Valves & Cylinders. (At the time of the original purchase order the manufacturer required High Pressure Filters is installed as a condition of the warranty. This is no longer the case.) The cost of the 3 year Hydraulic System Warranty remains the same at $5,500.	5,500
10# Fire Extinguisher	125
Tool Box (18 x 18 x 24" TOOL BOX AND MOUNTING BRACKETS	600
Flare Kit	75
30 VAC Light Kit (CURRENTLY DESCRIBED AS "THREE LIGHT FLASHING KIT ON TAILGATE TIED TO BRAKES)	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	**$99,025**

Item 2a Price Page
EXTENDED WARRANTIES

TOTAL 5 Year Cylinder Warranty: $2,500
On our OPTIONAL EQUIPMENT page part # WRH3 is a 5 YEAR CYLINDER WARRANTY that is priced at $5,500. In this case, the customer purchased the above 3 Year Hydraulic System Warranty which included the cylinders. They wanted a 5 year warranty on the cylinders only (beyond the above 3 year warranty) so the price of $2,500 reflects that adjustment.

TOTAL 5 Year Body Warranty: $3,500

We do not have a published price on our OPTIONAL EQUIPMENT page for a 5 year Body/Arm Structural Warranty. We chose to discount the cost of a 5 Year Body (and arm) Warranty and offered as part of this contract at $3,500 based on Unit quantity.

ADDITIONAL / PUBLISHED OPTIONS:

***CAM1 Zone Defense Camera System with DVR and 5 year warranty was published as an option at the time of the original Tucson Contract. At this time Zone Defense 2-Camera with DVR is our STANDARD system and there is no additional charge.

LEV2	Hydraulic Oil Leak Detection System	NOT AVAILABLE
LEV1	Hydraulic Oil Level Sensor	$300.00
SIGN1	Roadway Display Sign Frames (one each side)	975.00

ADDITIONAL / UNPUBLISHED OPTIONS:

DaDee Manufacturing SCORPION Diagnostic Tester	$3,495.00
ZONAR Extra Light Duty Track / Trace Package (GPS System) INSTALLED	982.00
DORAN 360 HD Tire Pressure Monitoring System (6 Tire)	850.00
DORAN 360 HD Tire Pressure Monitoring System (8 Tire)	950.00
DORAN optional Flow-Through Valve Stem Extension (Per Tire)	22.00
Stress-Tek VULCAN Body Scale System Model G733	9,800.00
ADDITIONAL (3rd) CAMERA (and cable) for Zone Defense Camera System	450.00
Auto Lube System	1,800.00
30 YARD Body Option	900.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance of AZ, Inc
2800 North Central Avenue, Suite 1600
Phoenix AZ 85004

CONTACT NAME: Lisa Brode
PHONE (A/C, No, Ext): 602-664-7055 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	29424
INSURER B : Employers Compensation Ins Co	11512
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arizona Refuse Sales LLC
Cohone Technologies, Inc., Dadee Manufacturing
1824 West Broadway
Phoenix AZ 85041

COVERAGES — CERTIFICATE NUMBER: 1125104895 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	59UUNSV7205	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y		59 UUNSV7205	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			59HHUSV7220	10/1/2011	10/1/2012	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$2,000,000
	DED / X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG-1180496-02	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured(s)applies with respects to General Liability per attached form #HG0001 0605 when required by written contract or agreement
Bid #2012-20000225 - Automated Side Loaders (2)
The People of the City of Yuma, its officers agents and employees are Additional Insured when required by written contract

CERTIFICATE HOLDER

City of Yuma
Atn: Purchasing
PO Box 13012
Yuma AZ 85366-3012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Brode

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CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: NOVEMBER 6, 2012

CONTRACT NO.: 110051
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY AUTOMATED SIDE LOAD BODIES

The referenced contract has been amended to add the following service in the Scope of Services section of the contract:

SCOPE OF SERVICES, Page 14 of 32, General Requirements, Item 11, shall be replaced with the following requirement (Change to requirement is noted in **BOLD**) :

E. **VENDOR SERVICE AND MAINTENANCE:** Successful vendor will provide and maintain a factory authorized parts and service facility for bodies (including warranty repairs) within a 125 mile radius of the City of Tucson Price Service Center prior to award of bid.

Repairs and minor refurbishment of used Chassis may be completed under this contract when installing a new body. Any costs associated with repairs and/or refurbishment must be mutually agreed to by the Contractor and the City (or other using agency) prior to any work being performed.

If warranty service is not provided within the Tucson metro area contractor shall be responsible for all costs including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the contractor's service center. The method of transportation must be mutually agreed to by the Contractor and Fleet Services prior to transport.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

11/06/12
Signature Date

PAUL CAMPBELL PRESIDENT
Typed Name and Title

ARIZONA REFUSE SALES LLC
Company Name

1824 W. BROADWAY Rd.
Address

PCAMPBELL@AZREFUSE.COM
Email Address

PHOENIX AZ 85041
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 6 DAY OF Nov, 2012, AT TUCSON, ARIZONA.

Laura Jeofrey
As Director of Procurement and not personally

EXHIBIT C

Certified Rebuild of Two (2) Sideload Trucks

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**REPRESENTATION AGREEMENT WITH BEACON SPORTS CAPITAL PARTNERS, LLC**
Staff Contact:	**Jamsheed Mehta, Interim Assistant City Manager**

Purpose and Recommended Action

This is a request for City Council to ratify the entering into of an agreement with Beacon Sports Capital Partners, LLC to provide representation for Glendale, assist the city in soliciting and reviewing offers, and negotiate a new arena management agreement for the future lease and management of the city-owned Jobing.com Arena.

Background Summary

In May 2009, Coyotes former team owner, Coyotes Hockey, LLC and its affiliated entity, Arena Management Group, LLC filed for federal bankruptcy protection.

While the city began the process of locating a new team owner that would be committed to keeping the team in Glendale, operations and management of the Jobing.com Arena was necessary. On May 20, 2010, the city executed an Arena Management and Operations Agreement with the National Hockey League (NHL) for the Jobing.com Arena. There have been several extensions to the agreement and the NHL still continues the management of Jobing.com Arena.

In February 2013, after the deadline for prospective Phoenix Coyotes' owner Greg Jamison to purchase the team came and went on January 31, Council provided direction to solicit an outside service to assist in preparing and receiving proposals from qualified prospective venue managers for the Jobing.com Arena. Upon execution, the outside service would also be responsible for reviewing offers, assisting Council with the decision, and negotiating a new arena management agreement.

Beacon Sports Capital Partners, LLC is engaged in the business of providing investment banking and financial advisory services to professional sports franchises and companies in the United States. In Fiscal Year 2008-09, the city retained the services of Beacon Sports Capital Partners, LLC to provide a pro-forma financial and operating plan for the Phoenix Coyotes and Jobing.com Arena.

Budget and Financial Impacts

The cost of this project was not included in the adopted budget for FY 2012-13 when it was developed a year ago. A budget amendment will be brought to Council during the 4th quarter of

this fiscal year to identify appropriation authority within the General Fund operating budget to cover this unplanned expense. A total of $100,000 will be identified for this project.

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☐ No ☒

Requesting Budget or Appropriation Transfer? Yes ☒ No ☐

If yes, where will the transfer be taken from? To be determined

Attachments

Agreement

GLENDALE REPRESENTATION AGREEMENT

This Glendale Representation Agreement ("Agreement") is made and entered into as of the 4th day of March, 2013 by and between Beacon Sports Capital Partners, LLC ("Beacon Sports"), 1233 Highland Avenue, Suite B, Needham, MA 02492 and the City of Glendale, AZ (" Glendale") 5850 W. Glendale, 4th Floor, Suite 431, Glendale, AZ 85301

.

W I T N E S S E T H:

This Agreement is made with reference to the following facts:

A. Beacon Sports is engaged in the business of providing investment banking and financial advisory services to professional sports franchises and companies in the United States;

B. Glendale currently owns the Jobing.com Arena ("Arena") located in Glendale, AZ and has an existing management and lease agreement with the Phoenix Coyotes Hockey Club of the National Hockey League ("NHL"). Glendale is seeking to develop a Request for Proposal ("RFP") process for the future lease and management of the Arena to prospective Venue Managers ("Venue Managers") in order to improve the economic and business outcome of Glendale's ownership of the Arena (hereinafter defined as the "Assignment");

C. Glendale desires to retain Beacon Sports as its financial advisor and exclusive representative for the Assignment, and perform such other advisory services as are mutually agreed upon between the two parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. **ENGAGEMENT.** Glendale hereby retains Beacon Sports as its Financial Advisor and exclusive representative for the Assignment.

2. **DUTIES OF BEACON SPORTS.** Beacon Sports shall act as a liaison and intermediary for Glendale. Beacon Sports agrees that it is not an agent of the Glendale and may not bind or obligate Glendale in any way. Both Beacon Sports and Glendale agree to keep each other informed as to the status of all contacts, discussions, and negotiations with any prospective Venue Managers. Beacon Sports will use its best efforts and endeavor to assist Glendale in obtaining and having present to it qualified offers on terms that are acceptable to Glendale, but makes no representation regarding the successful outcome of the RFP. Beacon Sports will perform the following on behalf of Glendale:

    i. Review all existing business contracts related to the operations and the management of the Jobing.com Arena ("Arena) including, current management agreement with the National Hockey League ("NHL"), concessionaire agreement with Aramark, event booking agreement with AEG, and any others deemed significant;
    ii. Assist the City in the preparation of a RFP for the management of the Arena to be available for review and response by qualified Venue Managers. The RFP would include objectives outlined by the City of Glendale regarding its vision and objectives with respect to the future utilization and operations of the Arena;
    iii. On behalf of the Glendale, solicit inquires of interest and submit RFP to qualified Venue Managers including assisting interested parties in their due diligence and review process;
    iv. Arrange and attend meetings with Venue Managers including tours of the Arena. Keep City Manager informed of all developments throughout the RFP process;
    v. Review all bids and inquiries submitted by Venue Managers and make recommendations to the City Manager, Mayor, and City Council with regard to the benefits of each offer. Meet with City Council to discuss observations of the RFP process including comparing and contrasting the most advantageous offers submitted in terms of projected arena usage and financial/economic benefits to the City;

vi. Assist City Council, City Manager and Mayor in the review and decision making process including providing a recommendation in terms of selecting a Venue Manager to negotiate on an exclusive basis;

vii. Assist in the development and negotiation of a new Arena Management Agreement;

viii. Assist in the closing and execution of an Arena Management Agreement between the City of Glendale and the Venue Manager selected by Glendale; and

ix. Any other services mutually agreed upon

3. **TERM.** The initial term of this Agreement ("Initial Term") shall commence on the date set forth above and terminate six (6) months thereafter. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to herein as the "Term".

4. **TERMINATION.** Glendale may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

5. **COMPENSATION.** In consideration of the financial and other advisory services to be performed by Beacon Sports hereunder, Glendale agrees to pay Beacon Sports a rate of Four Hundred Dollars ($400.00) per hour each for the services of Richard W. Billings, Jr., Gerald G. Sheehan, and Christopher C. Billings. Upon execution of this Agreement, Beacon Sports will receive a retainer of Twenty Five Thousand Dollars ($25,000) to be applied towards its services to be performed under the Agreement at the hourly rate detailed above. Beacon Sports will submit detailed invoices including its services performed to Glendale on a bi-monthly basis.

   Glendale also agrees to reimburse Beacon Sports for all its pre-approved out-of-pocket expenses relating to its services hereunder, including travel, living, lodging, etc. within thirty (30) days after receipt by Glendale of appropriate documentation detailing and supporting these expenses.

6. **CONFIDENTIALITY.** Subject to and except where any legal requirements are imposed on Beacon Sports compelling disclosure, except for disclosures to Prospects or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by Beacon Sports, or received by Beacon Sports from a source not known by Beacon Sports to be bound by a duty of confidentiality with respect to such information, Beacon Sports shall consider all information received from Glendale pursuant to this Agreement as proprietary and confidential. Similarly, subject to and except where any legal requirements are imposed on Beacon Sports compelling disclosure, except for disclosures to Prospects or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by Glendale or received by Glendale from a source not known by Glendale to be bound by a duty of confidentiality with respect to such information, Glendale shall consider all information received from or at the direction of Beacon Sports pursuant to this Agreement regarding Beacon Sports and/or Prospects as proprietary and confidential.

7. **MUTUAL REPRESENTATIONS AND WARRANTIES.**

   (i) Beacon Sports warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Beacon Sports will not violate any rights of, agreements with, or obligations to any third parties; (c) Beacon Sports will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Beacon Sports will not circumvent or otherwise frustrate the intent of this Agreement.

   (ii) Glendale warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Glendale will not violate any rights of, agreements with or obligations to any third parties; (c)

Glendale will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Glendale will not circumvent or otherwise frustrate the intent of this Agreement.

8. **MUTUAL INDEMNIFICATION.** Beacon Sports and Glendale each agree the party at fault shall hold the other party harmless from and against and shall indemnify fully, if applicable, from any and all losses, claims, damages, liabilities, costs, expenses and fees, including, without limitation, reasonable attorneys' and paralegals' fees incurred in the context of any court, arbitration, administrative or other proceeding, together with the costs incurred in such proceeding (individually and collectively, "Costs") arising from or relating to breach of this Agreement by such indemnifying party.

9. **PUBLIC ANNOUNCEMENTS.** Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, Glendale shall have the right to publicly announce and/or advertise any agreement hereunder for which a closing has occurred. Glendale shall mention the role of Beacon Sports favorably in key public announcements it may make regarding any completed Assignment hereunder.

10. **GOVERNING LAW.** This Agreement and all matters related hereto shall be governed by the internal laws of the State of Arizona without reference to conflicts of laws principles or principles of comity.

11. **NOTICES.** Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via nationally-recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused (iii) the date such mail is returned or (iv) three (3) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via internationally-recognized overnight courier capable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, "business day" means a day on which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party.

If to Beacon Sports CapitalPartners. LLC:
1233 Highland Avenue, Suite B
Needham, MA 02492
Att: Gerald G. Sheehan
Phone: (781) 449-4996

If to Glendale:
5850 W. Glendale, 4th Floor
Glendale, Arizona 85301
Att: City Manager
Phone: (623) 764-4099

Copy to:
5850 W. Glendale, Ste. 450
Glendale, Arizona 85301
Att: City Attorney
Phone: (623) 930-9530

12. **SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.

13. **ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided herein. This Agreement may not be amended

or modified in any way except by writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

14. **WAIVER.** No waiver of a breach of or default under any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.

15. **FAX COUNTERPARTS.** The parties may enter this Agreement by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each other party. This Agreement may be delivered to such other parties via fax. Any party's faxed signature shall be deemed an original and binding signature as of the date set forth above.

16. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

17. **AUTHORITY.** The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.

18. **Foreign Prohibitions.** Beacon Sports certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

19. **Immigration Law Compliance.** Beacon Sports warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.

THE PARTIES HERETO have caused this Agreement to be executed as of the date indicated above.

BEACON SPORTS CAPITAL PARTNERS, LLC

BY: _____
Gerald G. Sheehan
Managing Director

CITY OF GLENDALE, AZ

BY: _____
JAMSHEED MEHTA
for **City Manager**

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **DEEDS AND EASEMENTS ORDINANCE**
Staff Contact: **Pamela Hanna, City Clerk**

Purpose and Recommended Action

This is a request for City Council to adopt an ordinance to formally accept real estate properties on behalf of the City of Glendale. Staff is requesting Council waive reading beyond the title and adopt the ordinance.

Background Summary

The Deeds and Easements Ordinance is comprised of properties that have been deeded to the city. The deeds have all been recorded with Maricopa County.

Attachments

Ordinance

Map

ORDINANCE NO. 2840 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY CONVEYED TO THE CITY OF GLENDALE.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Glendale; and

WHEREAS, it is to the advantage of the City of Glendale to accept said real estate interests.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Glendale and referenced in the attached map entitled "New Deeds and Easements Ordinance March 2013":

DEED 3782 6112 NORTH 56TH AVENUE
WARRANTY DEED
Maricopa County Recording No. 2011-0680919
Public Right-of-Way
American Park 'Swap, Inc

DEED 3783 5281 NORTH 99th AVENUE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2011-0884257
Waterline Easement
HR GCC, LLC

DEED 3784 7103 WEST AUGUSTA DRIVE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2011-0982637
Sidewalk Easement
VWP BL, LLC

DEED 3785 6401 NORTH 67TH AVENUE
WARRANTY DEED
Maricopa County Recording No. 2011-1038270
Public Right-of-Way for roadway purposes
West Glendale Baptist Church (Southern)

DEED 3786 NEC 55th & LUKE AVENUES
DECLARATION OF DEDICATION
Maricopa County Recording No. 2012-0330757
Public Right-of-Way
City of Glendale

DEED 3787 6997 NORTH GLEN HARBOR BOULEVARD
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-0487805
Waterline Easement
Jacob F. Long as Trustee of the John F. Long Family Revocable Living Trust

DEED 3788 5418 NORTHWEST GRAND AVENUE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-0487437
Waterline Easement
Sands Properties, LLC

DEED 3789 13614 NORTH 59th AVENUE
WARRANTY DEED
Maricopa County Recording No. 2012-0487440
Public Right-of-Way
Hospice of the Valley, Arizona Non-profit Corporation

DEED 3790 6800 NORTH 95th AVENUE
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2012-0487444
Public Right-of-Way
Outlets at Westgate, LLC

DEED 3791 WEST OF LOOP 101/EASTBOUND UNION HILLS
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2012-0816302
Public Right-of-Way – 665' W. of Loop 101 centerline on Eastbound Union Hills
City of Peoria

DEED 3792 5940 WEST UNION HILLS DRIVE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-0943991
Public Waterline Easement
WCCP I & II IL PALAZZO, LLC

DEED 3793 — 54th LANE/TOPEKA DRIVE
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2012-1005629
Parcel of Real Property
Mandalay Communities, Inc

DEED 3794 — 54th LANE/TOPEKA DRIVE
DEED OF PARTIAL RELEASE AND
PARTIAL RECONVEYANCE
Maricopa County Recording No. 2012-1006002
Sidewalk Easement
Mandalay Communities, Inc

DEED 3795 — 54th LANE/TOPEKA DRIVE
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2012-1005628
RePlat of Carmel Cove – Unit II
Mandalay Communities, Inc

DEED 3796 — 6800 NORTH 95th AVENUE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-1104426
Easement for Sewer Lines
Outlets at Westgate, LLC

DEED 3797 — 6800 NORTH 95th AVENUE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-1104427
Easement for Water and Sewer Lines
Outlets at Westgate, LLC

DEED 3798 — 6800 NORTH 95th AVENUE
CONVEYANCE OF EASEMENT
Maricopa County Recording No. 2012-1104428
Easement for Water Lines
Outlets at Westgate, LLC

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

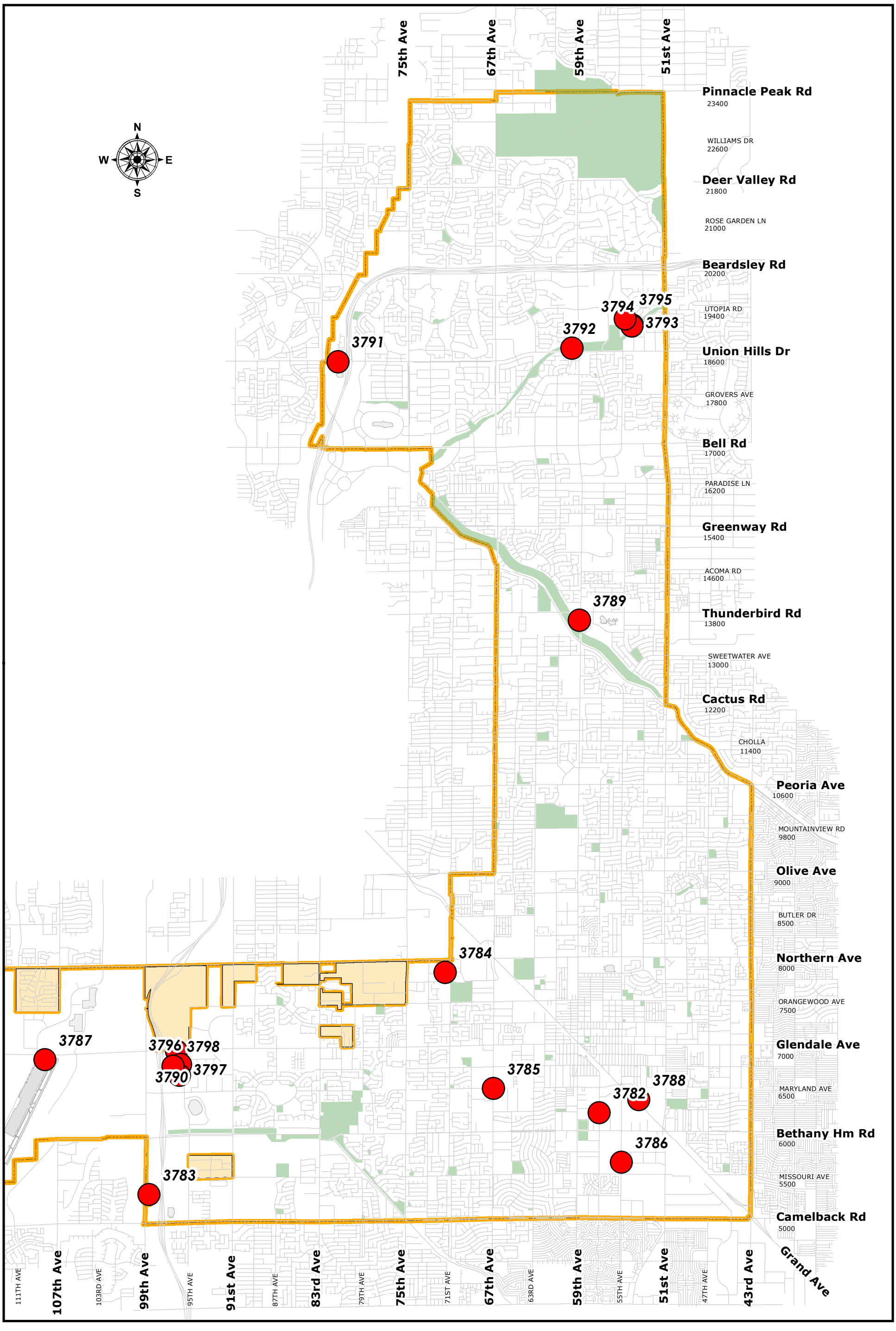
_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager



GLENDALE GIS

New Deeds and Easements Ordinance March 2013

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**THE SECOND SUBSTANTIAL AMENDMENT TO FY 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (RESOLUTION) (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Gilbert Lopez, Revitalization Administrator**

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution approving a second substantial amendment to the City of Glendale's Fiscal Year (FY) 2010-11 Community Development Block Grant Annual Action Plan, Neighborhood Stabilization Program 3 (NSP 3). This amendment will allow for the expansion of the area in which foreclosed homes can be acquired for rehabilitation and resale. The NSP 3 formula grant allocated $3,718,377 in funding to Glendale, to continue to address the impact of foreclosures in select neighborhoods. This amendment will allow the NSP 3 program to expand into the existing NSP target areas of 85301, 85302, and 85303 zip codes.

Background Summary

In 2010, a third version of NSP (NSP 3) was rolled out, created by the Dodd-Frank Wall Street Reform and Consumer Protection Act, and Glendale was allocated $3.7 million in NSP 3 funding. The Neighborhood Stabilization Program (NSP) was originally designed to address housing foreclosure issues in our communities, first introduced in 2008 through the Housing and Economic Recovery Act of 2008 (HERA). In 2009, a competitive version of NSP was rolled out through the American Recovery and Reinvestment Act (ARRA), known as NSP 2, which allowed non-profits to directly apply for funding.

NSP 3, the latest version, closely replicates the original NSP program, with some specific neighborhood targeting requirements to ensure community impact. The grant application process included the selection of very specific areas to purchase foreclosed residential properties, to rehabilitate and resell to qualifying families and individuals. The selection was based on the number of foreclosures, community involvement, and the provision of other city services.

Through a formal Request for Proposal (RFP) process, Habitat for Humanity Central Arizona was awarded $1,296,540 to help Glendale mitigate the impact of foreclosures. Since the contract was signed, the market has changed and the availability of foreclosed houses within the existing target areas has decreased dramatically. In order to continue to mitigate foreclosures and have the greatest impact, it is necessary to expand the target areas to match those of the original NSP target areas, which include properties within the 85301, 85302, and 85303 zip codes.

CITY COUNCIL REPORT

Previous Related Council Action

At the February 21, 2013 CDAC meeting, the proposed amendment was presented and discussed. The committee members then voted unanimously to support the action to expand the target areas to match those of the original NSP program.

Community Benefit/Public Involvement

The funds received from HUD for Glendale's NSP 3 Program will address the redevelopment of abandoned and foreclosed homes and other eligible properties in the city of Glendale. This will help to stabilize neighborhoods where the foreclosed/abandoned homes are currently located.

A public notice regarding the proposed amendment was published in *The Glendale Star* on March 7 and 14, 2013, notifying the public of the 15-day comment period (March 8 through March 25), and the scheduled public hearing on March 21, 2013.

Copies of the proposed amendment are and will be available for review from March 8 through March 25, 2013, at the following city locations (city department office hours can vary; however, the hours are generally 8:00 a.m. to 5:00 p.m., Monday through Friday):

1. Reference desk of the Glendale Main Public Library, 5959 West Brown Street
2. Reference desk of the Velma Teague Branch Library, 7010 North 58th Avenue
3. Reference desk of the Foothills Branch Library, 19055 North 57th Avenue
4. Community Revitalization Division, 5850 West Glendale Avenue, Suite 107
5. Glendale Community Housing Administrative Office, 6842 North 61st Avenue

The proposed amendment is also available online on the city's website.

Attachments

Staff Report

Resolution

Other

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Gilbert Lopez, Revitalization Administrator**
Item Title:	**THE SECOND SUBSTANTIAL AMENDMENT TO FY 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (RESOLUTION) (PUBLIC HEARING REQUIRED)**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This report provides information to support a request for City Council to adopt a resolution amending the city's FY 2010-11 Annual Action Plan, Neighborhood Stabilization Program 3 (NSP 3), to expand the area in which foreclosed homes can be purchased for rehabilitation. This formula grant allocated $3,718,377 in funding to the City of Glendale, to continue to address the impact of foreclosures in select neighborhoods. This amendment will allow the NSP 3 program to expand into the existing NSP target areas of 85301, 85302, and 85303 zip codes.

BACKGROUND

In 2010, a third version of NSP (NSP 3) was rolled out, created by the Dodd-Frank Wall Street Reform and Consumer Protection Act, and Glendale was allocated $3.7 million in NSP 3 funding. The Neighborhood Stabilization Program (NSP) was originally designed to address housing foreclosure issues in our communities, first introduced in 2008 through the Housing and Economic Recovery Act of 2008 (HERA). In 2009, a competitive version of NSP was rolled out through the American Recovery and Reinvestment Act (ARRA), known as NSP 2, which allowed non-profits to directly apply for funding.

NSP 3, the latest version, closely replicates the original NSP program, with some specific neighborhood targeting requirements to ensure community impact. The grant application process included the selection of very specific areas to purchase foreclosed residential properties, to rehabilitate and resell to qualifying families and individuals. The selection was based on the number of foreclosures, community involvement, and the provision of other city services.

Glendale's NSP 3 plan allocated $1.8 million for the purchase and rehabilitation of foreclosed multifamily properties within a specific target area. A formal Request for Proposal (RFP) process resulted in the Gorman Group (in partnership with Catholic Social Services), purchasing Norwood Village apartment complex, located at 6738 North 45th Avenue in Glendale. The Gorman Group was able to secure an additional $13.4 million in non-governmental private equity and debt financing. The notice to proceed has been issued and construction has begun.

The city also allocated $250,000 of NSP 3 funding for the demolition of substandard, blighted structures within the target areas. Staff continues to work with other city departments and partners to identify blighted, underperforming, vacant properties, for demolition.

Through a formal RFP process, Habitat for Humanity Central Arizona, was awarded $1,296,540 to help Glendale mitigate the impact of foreclosures. Since the contract was signed, the market has changed and the availability of foreclosed houses within the existing target areas has decreased dramatically. In order to continue to mitigate foreclosures and have the greatest impact, it is necessary to expand the target areas to match those of the original NSP target areas, which include properties within the 85301, 85302, and 85303 zip codes.

ANALYSIS

- The proposed amendment would allow the city's non-profit partner, Habitat for Humanity Central Arizona, to expand the area in which they purchase foreclosed homes from four small neighborhoods, to those used in the original NSP program.

- The original NSP program, which began in 2009, allowed the city to purchase properties within the 85301, 85302, and 85303 zip code areas. The NSP 3 program called for a more focused approach to the purchase of homes. During the implementation phase, staff noticed that the number of available homes in the target neighborhoods was greatly reduced. The market was evolving, and the city needed to adjust its strategy. With the knowledge that the city was still having success acquiring foreclosed properties within the larger target area, the city conducted research and according to HUD, found that many cities had to adjust their target areas, and were encouraged to do so. This would allow Habitat for Humanity Central Arizona, to continue to acquire, rehabilitate, and resell abandoned and foreclosed residential homes by expanding their target area under NSP 3.

- At the February 21, 2013 CDAC meeting, the committee members voted unanimously to support the action to expand the target areas to match those of the original NSP program. CDAC conducted a public hearing soliciting public comment, and none was received.

- There is no impact on city departments, staff, or service levels.

- Not taking action to expand the acquisition target areas would result in the city's partner not being able to purchase enough foreclosed properties to address the impact of foreclosures in the hardest hit neighborhoods.

- NSP 3 has an expenditure deadline that calls for funding recapture, or grant repayment if not met, so it is very important that Council take action, allowing the city's non-profit partner to expend enough NSP funds to meet the statutory March 16, 2014 deadline.

FISCAL IMPACTS

NSP 3 funding is a federally funded, one-time allocation, provided through HUD. If approved, the second amendment will allow the NSP 3 program to expand into the existing NSP target areas of zip codes 85301, 85302, and 85303, allowing the city to continue its efforts to address the effects of foreclosures in Glendale neighborhoods. Because this is a federally funded program, there will be no fiscal impact to the city.

RESOLUTION NO. 4656 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SUBMISSION OF THE SECOND SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP 3) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EXPANDING THE EXISTING TARGET AREAS TO INCLUDE ELIGIBLE RESIDENTIAL PROPERTIES WITHIN THE 85301, 85302, AND 85303 POSTAL ZIP CODES, ALLOWING FOR THE ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED PROPERTIES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE AS FOLLOWS:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Second Substantial Amendment to the Fiscal Year 2010-11 Annual Action Plan to the Neighborhood Stabilization Program 3 ("NSP 3") be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to submit said Amendment to the U.S. Department of Housing and Urban Development (HUD), and execute any and all necessary documents on behalf of the City of Glendale.

SECTION 3. That the City Manager or his designee is hereby authorized and directed to execute all agreements and documents effectuating the amendment expanding the NSP 3 target areas to eligible residential properties within the incorporated City of Glendale Postal ZIP Codes of 85301, 85302 and 85303 in order to continue the acquisition, rehabilitation, and resale of foreclosed properties to address the effects of abandoned and foreclosed properties. These activities are hereby approved by Council as long as the action is consistent with the approved Annual Action Plan for Fiscal Year 2010-11 and the Amendment thereto.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

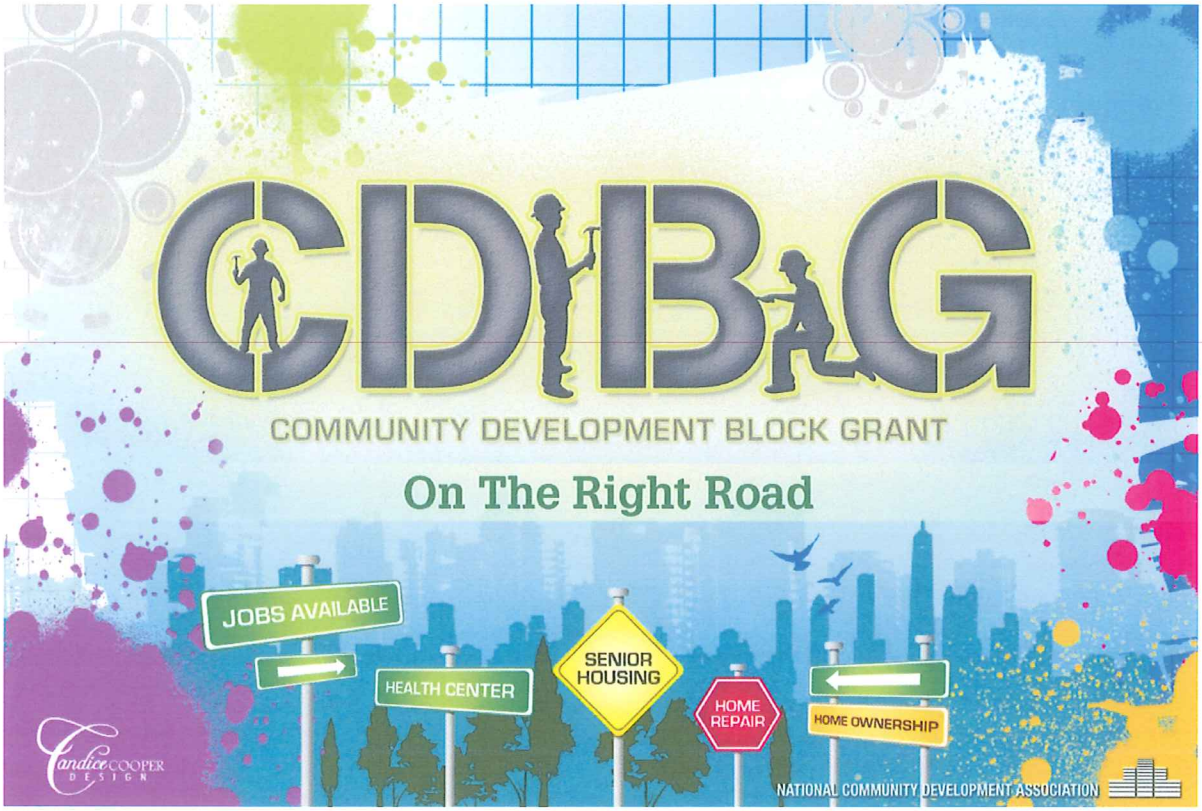
hud_amdmt_2010annualactionplan.doc

D – R – A – F – T

City of Glendale

Neighborhood Stabilization Program 3 (NSP 3)

Second Substantial Amendment
Annual Action Plan
FY 2010-2011



City of Glendale

Amendment to NSP 3

Second Substantial Amendment

March 26, 2013

Jurisdiction(s): City of Glendale, AZ	NSP 3 Contact Person: Gilbert Lopez
	Email: glopez@glendaleaz.com Telephone: 623-930-3670
	Fax Number: 623-435-8594
Jurisdiction Web Address: http://www.glendaleaz.com/communitypartnerships/PlansandAssessments.cfm	
Grant Number B-11-MN-04-0503	
Grantee DUNS Number: 077523579	

I. Amendment to expand the area in which foreclosed homes can be purchased for acquisition, rehabilitation, and resale. This will allow the City of Glendale, to continue to address the impact of foreclosures in select neighborhoods and in the expanded target areas.

Amending NSP 3 Activity Number 1:

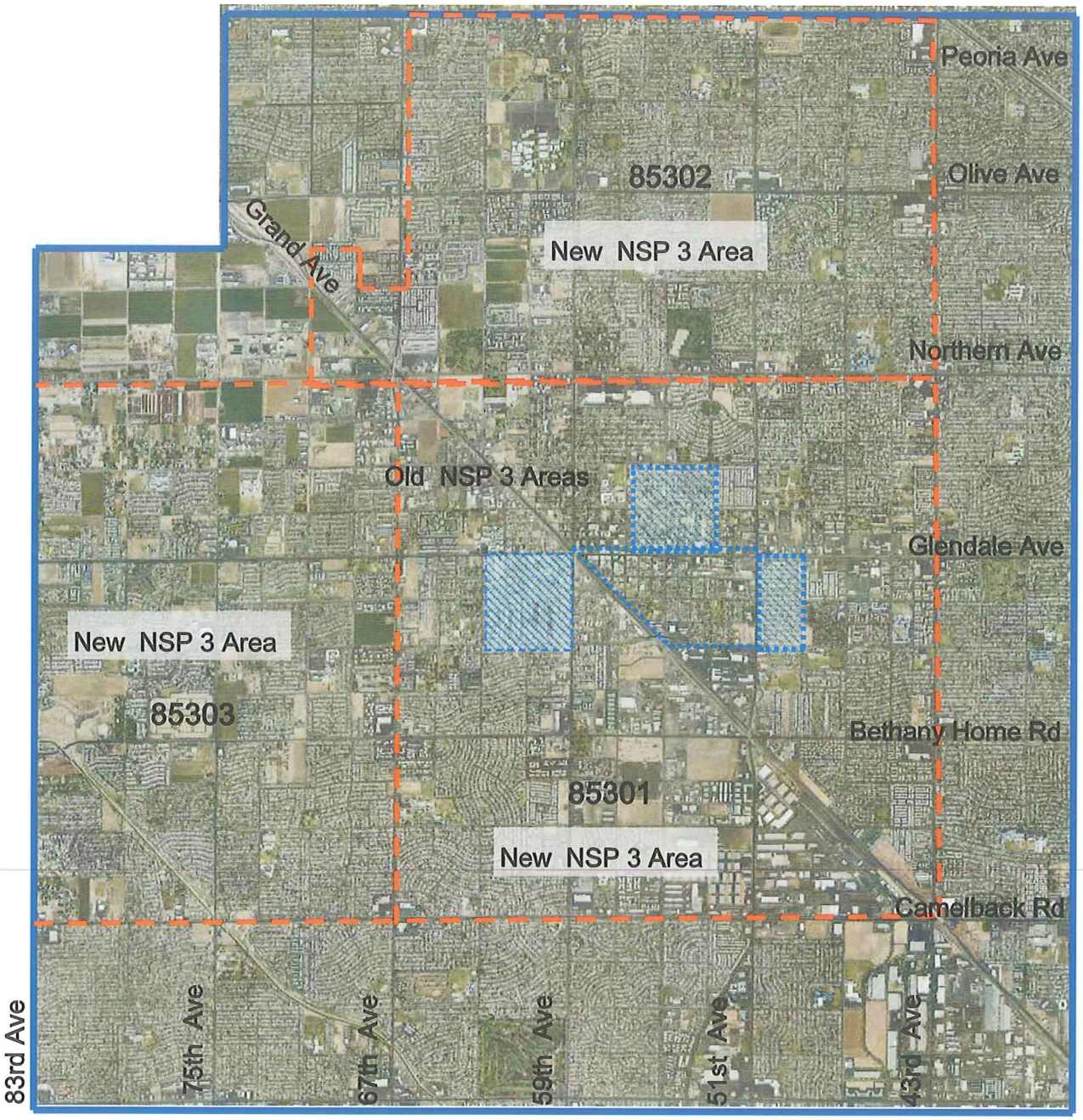
Activity Name: Foreclosed Property Acquisition and Rehabilitation Program

This amendment/notice will inform interested persons of a proposed Neighborhood Stabilization Program 3 (NSP 3) Second Substantial Amendment to the City of Glendale's Community Development Block Grant (CDBG) Annual Action Plan for Fiscal Year (FY) 2010-2011.

Location Description: This proposed amendment will allow the NSP 3 program to expand into the existing NSP 1 target areas of 85301, 85302, and 85303 zip codes

Supporting map is attached and is part of this amendment

City of Glendale Community Revitalization
Neighborhood Stabilization Program 3 (NSP 3)
Project Boundaries



LEGEND

Orange Lines — — — : New NSP3 Expanded Boundaries

Blue Lines — — — — : Existing NSP3 Boundary Areas

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC**
Staff Contact:	**Brian Friedman, Executive Director, Community and Economic Development**

Purpose and Recommended Action

This is a request for City Council to approve a license agreement with The New Westgate, LLC (TNW) to allow for landscape, landscape maintenance, signage, shade sails, banners and pedestrian access improvements including sidewalks and a handicapped ramp on city-owned property at Westgate. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to approve a license agreement and execute the required documentation.

Background Summary

The New Westgate recently acquired portions of the Westgate mixed use project and has been actively marketing retail and office space in the Sports and Entertainment District, along with making landscape and hardscape improvements on their property which enhances the tenant and visitor experience at Westgate. TNW's property is primarily located in the core of Westgate south of Glendale Avenue between Hanna Drive and Coyotes Boulevard. The city owns land west of 93rd Avenue and east of 95th Avenue which is adjacent to the Sports and Entertainment District's core.

Tanger Outlets Westgate opened on November 15, 2012. TNW is a joint venture partner with the outlet mall which is located on the south side of Glendale Avenue on the west side of 95th Avenue. Since the opening of Tanger Outlets, the amount of vehicular and pedestrian activity has greatly increased. As a result, TNW is desirous of making landscape, hardscape and signage improvements to enhance pedestrian flow and visibility between the two retail environments. Presently there is no sidewalk along this portion of Hanna Drive which makes for an uncomfortable pedestrian experience as patrons park their vehicles and move between the shopping, dining, and theatre experience within Westgate. The proposed improvements will improve safety and pedestrian comfort.

The proposed license agreement is needed to allow public ingress and egress on city-owned surface parking lots at various locations as well as the installation of signage, shade sails, banners, sidewalks and a handicap ramp.

Community Benefit/Public Involvement

The proposed improvements will be designed, constructed and maintained by The New Westgate and benefit the public from a safety and aesthetic viewpoint.

This improvement will allow for a easier and safer access for visitors of Westgate and offers continuity between two entertainment and shopping districts.

The proposed improvements for the sidewalk, landscape, landscape maintenance and banners will be designed, constructed and maintained by TNW. An initial 20 year term is proposed in the license agreement with provisions for two consecutive additional terms of five years each. TNW accepts maintenance responsibilities for these areas which they estimate at $12,000 to $18,000 annually.

The proposed improvements for the signage will be designed, constructed and maintained by TNW. An initial 30 year term is proposed in the license agreement with provisions for two consecutive additional terms of five years each. TNW accepts maintenance responsibilities for these signs.

There are no costs incurred by the city as a result of any of this action.

Attachments

Staff Report

Resolution

License Agreement

Aerial Photograph

Illustration Pedestrian Link –Birds Eye View

Illustration Pedestrian Link – Street View

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Brian Friedman, Executive Director, Community and Economic Development**
Item Title:	**LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

Purpose & Recommended Action

This is request for Council to approve a License Agreement with The New Westgate, LLC (TNW) to allow for landscape, landscape maintenance, signage, shade sails, banners and pedestrian access improvements including sidewalks and a handicap ramp on city-owned property at Westgate. The purpose of this report is to request that the City Manager place this item on an agenda for City Council consideration and action.

Background Summary

TNW recently acquired portions of the Westgate mixed use project and has been actively marketing retail and office space in the Sports and Entertainment District, along with making landscape and hardscape improvements on their property which enhances the tenant and visitor experience at Westgate. TNW's property is primarily located in the core of Westgate south of Glendale Avenue between Hanna Drive and Coyotes Boulevard. The city owns land west of 93rd Avenue and east of 95th Avenue which is adjacent to the Sports and Entertainment District's core.

Tanger Outlets Westgate opened on November 15, 2012. TNW is a joint venture partner with the outlet mall which is located on the south side of Glendale Avenue on the west side of 95th Avenue. Since the opening of Tanger Outlets, the amount of vehicular and pedestrian activity has greatly increased. As a result, TNW is desirous of making landscape, hardscape and signage improvements to enhance pedestrian flow and visibility between the two retail environments. Presently, there is no sidewalk along this portion of Hanna Drive which makes for an uncomfortable pedestrian experience as patrons park their vehicles and move between the shopping, dining, and theatre experience within Westgate. The proposed improvements will improve safety and patron comfort.

The proposed license agreement is needed to allow public ingress and egress on city-owned property at various locations as well as the installation of signage, shade sails, banners, sidewalks and a handicap ramp. TNW plans to install the following improvements:

a) East/West Pedestrian Connections: Two new defined pedestrian connections are proposed at Hanna Drive and Coyotes Boulevard and are intended to provide a connection between Tanger Outlets and the core of Westgate's Entertainment District. These improvements will provide a sidewalk connection that links the existing parking lots to the new pedestrian connections. The sidewalks will eliminate the need for pedestrians to walk through decomposed granite and increase movements between the two major retail developments. The sail canopies will provide shade to pedestrians at select locations and will add visual interest to this area.

b) Freestanding Way Finding Signs on 95th Avenue: Two new signs are proposed on Lot 15 at two locations: Hanna Drive and Coyotes Boulevard. The signs will be 22 feet high and do not conflict with existing traffic signal poles and ground mounted mechanical equipment.

c) Freestanding Way Finding Sign on 93rd Avenue: One new sign is proposed on Lot 13 near Hanna Drive on the west side of 93rd Avenue. The sign will be identical to the two signs in (b) above planned on 95th Avenue.

d) Landscape Medians: Various hardscape and landscape improvements are proposed in the medians in Hanna Drive and Coyotes Boulevard between 95th Avenue and the Sports and Entertainment District. The median locations are adjacent to Lot 15 and north of the Renaissance Hotel and parking garage.

e) Handicap Ramp: As a portion of the sidewalk and landscaping improvements, TNW will install an Americans with Disabilities Act compliant ramp on the sidewalk located generally at the southeast corner of the parking lot nearest the northwest corner of Coyotes Boulevard and Americana Drive.

f) The proposed improvements for the sidewalk, landscape, landscape maintenance and banners will be designed, constructed and maintained by TNW. An initial 20 year term is proposed in the license agreement with provisions for two consecutive additional terms of five years each. TNW accepts maintenance responsibilities for these areas which they estimate at $12,000 to $18,000 annually.

g) The proposed improvements for the signage will be designed, constructed and maintained by TNW. An initial 30 year term is proposed in the license agreement with provisions for two consecutive additional terms of five years each. TNW accepts maintenance responsibilities for these signs.

ANALYSIS

- There are no costs to the city for any of the physical improvements to city property. TNW estimates that the overall capital improvement estimate for these improvements exceeds $300,000.

- There will be no impact on any city departments, staff or service levels as a result of this action. By TNW accepting the maintenance responsibilities for portions of Westgate that are currently the responsibility of Parks, Recreation & Library Services, the demands on this department will be reduced.

- The license agreement will allow the surface parking lots to continue to operate uninterrupted and the proposed improvements will enhance pedestrian safety, comfort and improve visibility for existing and future tenants, and will enhance the aesthetics of Westgate.

- This agreement does not interfere with the city's ability to operate existing infrastructure including the traffic signals on 93rd Avenue and 95th Avenue.

FISCAL IMPACTS

There are no costs incurred by the city as a result of this action.

RESOLUTION NO. 4657 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING A LICENSE AGREEMENT WITH THE NEW WESTGATE LLC FOR SIDEWALK AND LANDSCAPE IMPROVEMENTS, MONUMENT SIGNAGE IMPROVEMENTS AND LIGHT POLE BANNERS AT THE NEW WESTGATE PARCEL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the License Agreement with The New Westgate for sidewalk and landscape improvements, monument signage improvements and light pole banners at the new Westgate Parcel be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_new westgate.doc

WHEN RECORDED RETURN TO:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

LICENSE AGREEMENT

This License Agreement for Use of Real Property ("Agreement") is entered into on this _____ day of _____, 2013 to be effective as of the date it is recorded with the Maricopa County Recorder's Office ("Effective Date") between the **CITY OF GLENDALE**, an Arizona municipal corporation, ("City") and **THE NEW WESTGATE LLC**, a Delaware limited liability company authorized to do business in Arizona, its successor and assigns ("Licensee").

Recitals

A. Licensee is the owner of certain real property located south of Glendale Avenue and north of Maryland Avenue, between the SR 101 right-of-way and 91st Avenue, specific parcels of which are reflected, subject to minor land divisions and other recorded instruments, as the Final Plat for Westgate, dated September 7, 2004, and known as the Westgate Entertainment District portion of Westgate City Center and as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "New Westgate Parcel");

B. The City is the owner of certain parcels within Westgate City Center as are more particularly described on Exhibit "B" attached hereto and made a part hereof (the "License Area").

C. Licensee desires to license for the specific uses set forth in this Agreement the License Area, including the improvement, repair, and maintenance of sidewalks, and installation of landscaping, multi-tenant monument signage, shade sails and light-pole banners, and public ingress and egress.

D. The City is willing to grant Licensee the license as set forth in this Agreement and on December 13, 2012 the City's Planning Department approved Licensee's intended sidewalk and landscape Improvements, such plans being designated by the Planning Department as DR 12-41, and on December 14, 2012 the City's Planning Department approved Licensee's intended Monument Signage, such plans being designated by the Planning Department as DR 12-42.

Agreement

In light of the above recitals, the parties agree as follows:

1. License.

1.1 Sidewalk and Landscape Improvements.

a. Licensee shall construct sidewalks and install landscaping, related landscape lighting and shade sail structures along the sidewalks and install

landscaping and related lighting in the drive aisle medians and otherwise improve and develop the License Area for the purpose of providing a convenient and safe sidewalk for use by pedestrians and an attractive linkage between the Entertainment District and the Destination Retail District of Westgate as such areas are identified in the Westgate Planned Area Development dated June 8, 2002 ("Westgate PAD") (said improvement hereinafter referred to as the "Sidewalk and Landscape Improvements").

b. All Sidewalk and Landscape Improvements or design modifications (excluding general repair and maintenance and plant, shrub and tree pruning and replacements) must be approved by the City in advance of the installation by Licensee and must be consistent with applicable provisions of the Westgate PAD, and the City's general planning and building safety requirements, such approval of the initial improvements, and modifications thereafter as applicable, to be evidenced by a building permit(s) issued by the City.

1.2 Monument Signage Improvements.

a. Licensee may install Monument Signage in the License Area. For purposes of this Agreement, Monument Signage means a sign that is used to identify tenants or occupants of the New Westgate Parcel by display of such tenant or occupant names and/or logos. Monument Signage in the License Area is not to be utilized for on-site or off-site advertising.

b. All Monument Signage and modifications thereto must be approved by the City and must be consistent with the Westgate PAD, and the City's planning and building safety requirements.

c. For the purposes of this Agreement, "Monument Signage" means a sign that is used to identify tenants or occupants of the New Westgate Parcel and the Arena known as the date hereof as the Jobing.com Arena (the "Arena") or provide directional information for existing tenants or occupants of the new Westgate Parcel and the Arena. With the exception of tenant or occupant names and/or logos, no on-site or off-site advertising of any kind is permitted on the Monument Signage.

1.3 Light Pole Banners.

a. Licensee shall be entitled to attach banners to specifically designated light poles on the west side of the New Westgate Parcel as shown on DR 12-41 and on the east side of the New Westgate Parcel in the areas described in Exhibit B and consistent with the terms of DR 12-42, which shall not be used for on-site or off-site advertising (tenant or occupant names and/or logos are not advertising) and will be utilized to promote activities, events, and promotions of the Westgate Entertainment District, and the property generally, to the extent not prohibited by the Westgate PAD as of the date of this Agreement or by a prior recorded agreement or contract between the City and a third party.

b. All Light Pole Banners shall be in conformance with the City's codes and cannot damage the pole to which they are installed.

c. Light Pole Banners shall not be sold or rented by Licensee as advertising to on-site tenants or off-site entities. Light pole banners are intended to be utilized to promote the New Westgate Parcel property, and events and activities at such property. By way of example, but not limitation, messages on such banners may include: "Weekly Friday and Saturday Live Music"; "Movie Nights"; "Welcome Fiesta Bowl Fans"; "Free Daily Spring Training Trolley to Camelback Ranch"; "Work, Dine, Live"; Westgate Entertainment District logo, to the extent not prohibited by the Westgate PAD as of the date of this Agreement or by a prior recorded contract or agreement between the City and a third party.

d. During major events in the sports and entertainment district of the City of Glendale (including, but not limited to, the Super Bowl, Fiesta Bowl, World Cup soccer games, political conventions, NCAA basketball tournaments, and NASCAR races at Phoenix International Raceway, but excluding hockey games in the Arena and concerts in the Arena or stadium known as of the date hereof as the University of Phoenix Stadium (the "Stadium")), the City may remove, at the City's sole cost and expense, Light Pole Banners and replace them with banners serving any purpose related to such major events for a reasonable period not to exceed one (1) week related to such major event and cumulatively not more than twenty-one (21) days in any single calendar year (unless otherwise agreed by Licensee and City), after which time City, at the City's sole cost and expense, will reinstall the Light Pole Banners. In all such cases, the City shall give Licensee not less than 60 days prior notice of such temporary use of the light pole banners.

1.4 Appurtenant Rights.

During the Initial and Renewal Terms, Licensee shall have the right, subject to compliance with all applicable laws, rules, and guidelines applicable to construction on public property and subject to prior City approval, including obtaining any necessary permits, to trench, install electrical or other lines to provide electricity or other needed utilities or services to the License Area, and to install cross-walks within or adjacent to the License Area for access to and from the License area as necessary to accomplish the purposes of this Agreement. Licensee acknowledges that cross-walks are regulated by several governmental entities and agrees that its right to install any cross-walk requires compliance with such regulations and prior approval of design and construction plans by the City.

1.5 Costs.

a. Licensee shall bear any and all of the direct and associated cost of planning and construction or installation of the Sidewalk and Landscape

Improvements, Monument Signage, and bear all costs associated with use of Light Pole Banners (except as noted in Section 1.3(d)).

b. During the Term of this Agreement, Licensee is obligated, at its sole cost and expense, to repair and maintain the Sidewalk and Landscape Improvements, Monument Signage, and Light Pole Banners in a safe condition that is aesthetically similar to the New Westgate Parcel.

1.6 Construction Activity.

a. Licensee shall comply with all laws pertaining to construction on public property and, notwithstanding Licensee's the indemnification of the City as set forth herein but not excepted from such indemnification, no construction activity will unduly increase the City's liability to third parties at any time.

b. Licensee is responsible for obtaining any necessary permits prior to performing any work on the License Area.

c. All work, including but not limited to excavations, by Licensee on or within the License Area and public rights of way shall be properly safeguarded for prevention of accidents, and at all times during such work or at such other times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the License Area or public rights of way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the City shall reasonably direct.

d. Licensee may (i) designate and properly construct pedestrian cross-walks across drive aisles adjacent the License Area and/or (ii) trench across drive aisles adjacent the License Areas as necessary to complete the Sidewalk and Landscape Improvements, with restoration of such area immediately upon completion of such necessary trenching; provided however, such cross-walks, trenches, and drive aisle areas are constructed and maintained in a safe manner and are subject to Licensee's indemnification of the City even though they may lie outside the License Area.

e. Licensee may request the City install cross-walks upon public right of way, the determination of which shall be within the City's sole discretion and may be made contingent upon additional street improvements, the costs of the additional street improvements and installation of the requested cross-walk shall be borne solely by Licensee, if such work is requested by Licensee.

f. After construction, Licensee may, subject to prior City approval, trench within the License Area in order to repair or improve water, drainage, electrical and data communications lines for needed utilities or services.

g. Licensee will communicate all construction activity to the manager of the Arena and coordinate construction activity with Arena events to the extent practicable and to assure safe access to and from and use of the Arena parking areas at all times.

h. No construction activity will at any time disrupt existing City-owned or third-party owned parking spaces without the prior written approval of the City.

i. Licensee shall not permit any type of lien to be placed or remain on the License Area for any reason at any time.

1.7 Third Parties. Nothing in this Agreement shall be construed as granting the Licensee the authority to use property owned by another person or entity other than the City or to affect any of the legal or contractual rights and obligations of any other person or entity.

2. Term.

2.1 Initial Term. Except as set forth in § 2.3 with respect to Monument Signage, the initial term of this Agreement shall be 20 years ("Initial Term") commencing upon the Effective Date and ending on that date 20 years later unless sooner terminated as provided herein.

2.2 Renewal.

a. With respect to the Sidewalk and Landscape Improvements, Licensee is granted up to two (2) successive terms of an additional five years each (each a "Renewal Term") provided that as of the effective date of each successive Renewal Term periods, which shall be the anniversary date of the Effective Date, Licensee is not then in default of this Agreement. Subsequent to the Renewal Terms provided for in this Section 2.2(a), the License Term may be further extended pursuant to the same conditions as Sections 2.2(b) and 2.2(c).

b. In order to extend the License Term beyond the last Renewal Term, Licensee will provide notice to the City not less than 12 months prior to the expiration of the last Renewal Term and the parties must agree to the terms of renewal not less than 120 days of the expiration of the last Renewal Term.

c. If the parties cannot agree on renewal terms, this Agreement, except as provided for in Section 2.3, will expire.

2.3 Monument Signage Term.

a. The initial term of the Agreement with respect to the license for Monument Signage is 30 years ("Signage Term") commencing upon the Effective Date and ending on that date 30 years later unless sooner terminated as provided herein.

b. With respect to Monument Signage, Licensee is granted up to two (2) successive terms of an additional five years each ("Signage Renewal") provided that as of the effective date of each successive Signage Renewal periods, which shall be the anniversary date of the Effective Date, Licensee is not then in default of this Agreement unless the City has expressly provided a waiver that such default does not preclude a Signage Renewal. Subsequent to the last Signage Renewal term provided for in

this Section 2.3(b), the Signage Term may be further extended pursuant to the same conditions as Sections 2.2(b) and 2.2(c).

3. Additional Conditions.

3.1 Sign Relocation.

a. During the Signage Term or Signage Renewal, the City may relocate or cause the Licensee to relocate the Monument Signage if such relocation is necessitated by (i) development considerations related to Lot 15 or (ii) public safety or traffic considerations.

b. If the relocation of any Monument Signage is required by the City during the Signage Term, it shall be at the City's cost.

c. If the relocation of any Monument Signage is required by the City during the Signage Renewal, it shall be at the Licensee's cost.

d. The location of such relocated Monument Signage shall be within 50 linear feet (measured from the outside of the corner curb radius) from the corner of 95th Avenue or 93rd Avenue, as applicable, unless otherwise agreed by Licensee.

e. The new location for such Monument Signage will maximize the signage visibility from 95th Avenue or 93rd Avenue, as applicable, including consideration of view obstructions including but not limited to buildings, bus stops, trees, signs, light poles, traffic signal control boxes, traffic signal poles and arms.

f. The City will not permit the construction of other signs in the License Area during the Signage Term or Signage Renewal term that would obstruct the view of Licensee's Monument Signage; provided however, signage allowed by the Westgate PAD as of the date of this Agreement or by prior recorded agreement or contract between the City and a third party shall be permitted.

g. If the City reasonably determines that the Monument Signage creates a traffic control issue or an unsafe condition Licensee shall:

1. Expeditiously mitigate the traffic control issue; or

2. Eliminate the unsafe condition.

(i) Licensee will immediately after notice from the City correct the unsafe condition, or

(ii) If the correction of the unsafe condition cannot be immediately eliminated, implement with the approval of the City adequate temporary measures to eliminate the unsafe condition and continue such temporary measures until a permanent correction approved by the City is completed.

3.2 Sidewalk and Landscape Improvement Modifications.

a. During the Initial Term or Renewal Term, Licensee shall reasonably

cooperate with the City on modifications that the City requests to the sidewalk and landscape improvements in the License Area that are due to (i) development considerations related to Lot 15 or (ii) public safety or traffic considerations. Such cooperation would include, by way of example, the permission for driveway(s) to be constructed through the sidewalk and landscape area in connection with access to Lot 15 (provided that efforts shall be made to provide for cross-walks to preserve the effectiveness of the intended pedestrian connection).

b. If modifications to the sidewalk and landscape improvements are requested by the City in accordance with this Section 3.2, the cost of such improvement shall be paid by the City (or the City shall cause a third-party to pay for such improvements). Such improvements shall be made by Licensee, the City, or by a third-party pursuant to reasonable, good-faith, mutual agreement.

3.3 Utilities. Subject to the City's reasonable cooperation related to construction and installation of utilities , Licensee is responsible for obtaining and paying for all utilities necessary for use of the License Area.

3.4 Taxes. Licensee shall pay real estate taxes on the License Area, if any, when due and should Licensee fail to do so, the City shall have the right to pay and Licensee shall immediately reimburse City for all expenditures necessary to assure taxes, interest and penalty are paid in full.

3.5 Compliance with Laws. All improvements made by Licensee pursuant to the terms of this Agreement are subject to and must be in compliance with all applicable statutes, regulations, ordinances, and laws, including but not limited to the Federal Americans with Disabilities Act, and constructed in conformance with the City's approved design standards.

3.6 Public Use of License Area.

a. Licensee acknowledges that the City uses the License Area as public area and accepts the License Area "as is."

b. Nothing in this Agreement grants Licensee the right to interfere in any respect with use of the License Area by the public (except during periods of construction consistent with the terms of this Agreement).

3.7 Licensee Disturbance of City Property.

a. Should Licensee disturb the surface or subsurface of any city-owned property, public right of way, adjoining public property, or any public improvements located within the License Area or thereunder, Licensee shall promptly and at its own expense, restore, repair, or replace the same to the satisfaction of the City.

b. If such restoration, repair, or replacement of the surface, subsurface, or any structure thereon or thereunder is not completed in a reasonable time or if such restoration, repair, or replacement does not meet the City's satisfaction, the City may perform the necessary restoration, repair or

replacement, either through use of its own forces or through a hired contractor, and the cost thereof, including the cost of inspection or supervision, shall be paid by the Licensee within 30 days after receipt of the City's invoice for these costs.

3.8 Hazardous Materials. Licensee shall not use or allow to be used on the License Area any hazardous materials and shall fully indemnify, defend, and hold the City harmless for any claims or regulatory actions brought against the City. This Section shall survive the termination of this Licensee.

3.9 Previous Agreements. This Agreement does not alter any of the previous agreements between the City and Licensee or its successors unless specifically set forth herein.

4. Ownership of Improvements.

4.1 Sidewalk and Landscape Improvements. Upon termination of this Agreement by its terms or by either party in accordance with the provisions of this Agreement, any improvements made to the License Area shall become City's property unless Licensee's interests have previously been merged into Licensee's ownership interests in a portion of the License Area pursuant to a separate agreement between the parties.

4.2 Monument Signage.

a. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times during the Initial and Renewal Terms own the Monument Signage, and the City agrees that Licensee may, at Licensee's option and its sole cost, remove some or all of the Monument Signage from License Area.

b. Upon consent of the City, which shall not be unreasonably withheld, after the Signage Renewals, Licensee will pay to the City reasonable rent in order to maintain the Monument Signage in the License Area.

5. Default.

5.1 Failure to Perform. Except as required in Section 5.2, if Licensee fails to perform any of its obligations under this Agreement and continues its nonperformance after written notification to Licensee for a period of 30 days, Licensee shall be in default.

5.2 Public Safety Issues. Licensee shall promptly and expeditiously address any non-performance or other actions that presents a safety risk to the public or its invitees, tenants, or occupants and take all actions necessary to remove the risk or prohibit access to the condition creating the risk by anyone other than persons authorized and qualified to address the condition.

6. Termination.

6.1 Failure to Construct. This Agreement will terminate on December 31, 2013 without the need for notice or further action by the City in the event that

construction of the Sidewalk and Landscape Improvements is not begun by December 31, 2013.

6.2 Events of Termination – Sidewalk and Landscape Improvements. Except as provided in Section 6.3 and 6.4, the City may terminate this Agreement with respect to all or part of the License Area with respect to the Sidewalk and Landscape Improvements in the event:

a. Upon default by Licensee and a failure to timely cure.

6.3 Events of Termination – Related to Lot 15.

a. Except as provided in § 6.4, this Agreement with respect to the Sidewalk and Landscape Improvements (but not with respect to Monument Signage) will terminate upon 60 days notice if the City elects to develop or cause to be developed Lot 15 of Westgate Final Plat consistent with §6 of the First Amendment to the Mixed Use Development Agreement, dated January 25, 2011 and recorded with the Glendale City Clerk as Document No. C-4418-4, provided the City causes a comparable access way for pedestrians to be incorporated into the design of that development and ensures construction thereof substantially contemporaneously with the development of Lot 15 (for purposes of this Section 6.3(a), "comparable access way" shall mean a pedestrian walkway of similar aesthetic and design quality, which serves to effectively and conveniently link the Entertainment District and Destination Retail District, including walkways to connect with both Hanna Drive and Coyotes Boulevard on the New Westgate Parcel; or

b. Licensee acquires ownership of Lot 15.

6.4 Events of Termination - Monument Signage. The City may terminate this Agreement with respect to the Monument Signage as follows:

a. Upon default by Licensee and a failure to timely cure.

6.5 Post-Termination. After termination or expiration of this Agreement, the City shall be responsible for the maintenance or removal of all improvements within the License Area including, without limitation, the Sidewalk and Landscape Improvements, but excluding the Monument Signage, which is addressed by § 4.2.

7. Indemnification.

7.1 Except for the City's negligent or intentional acts, Licensee assumes the responsibility and all liability for the design of the Sidewalk and Landscape Improvements and Monument Signage and performance of all construction or installation work and for any injury or any damage to City property or the property of any others that are caused or contributed to by Licensee, Licensee's contractors, subcontractors, and Licensee agents or employees while working on, traveling upon, or using the License Area.

7.2 Except for the City's negligent or intentional acts, Licensee agrees to fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from all loss, damage, claims, suits, proceedings, costs and expenses, including but not limited to reasonable attorney's fees, costs and experts fees, resulting from or related to Licensee's use of the License Area.

8. Insurance.

8.1 Licensee shall, prior to the Effective Date of this Agreement and as a condition for the Agreement becoming effective, secure the insurance coverage set forth in Exhibit "C" and shall assure that the City is a named insured on all policies and notice shall be required to be given to the City prior to cancellation, expiration, or termination of any policy.

8.2 Licensee must maintain during the Initial Term and any Renewal Terms all of the coverage required by the City, including future types and amount of coverage that the City may reasonably require to protect fully the City's interests.

8.3 Licensee must provide the City with 30-day notice of any potential cancellation of insurance for any reasons.

8.4 Licensee's failure to maintain the required insurance or provide the required notice of any potential cancellation shall be a default of this Agreement and the City may terminate this Agreement; provided however, at the City's sole option, the City may secure the required coverage and Licensee shall immediately reimburse the City for all costs associated with securing the required coverage.

9. Notices.

9.1 All notices, demands, consents, approvals, and other communications to be given under this Agreement shall be in writing, and shall be deemed effective upon (i) receipt of hand-delivered or overnight courier service, or (ii) delivery or date of refusal of delivery if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the City:	City Manager City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301
With copy to:	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301
To Licensee:	The New Westgate LLC c/o iStar Financial 10960 Wilshire Boulevard, Suite 1260 Los Angeles, CA 90024 Attention: David Sotolov
With copy to:	Teetsel Properties, LLC 2415 E. Camelback Rd., Ste. 700

Phoenix, AZ 85016
Attn: Jeff Teetsel

and

Patrick A. Clisham
Engelman Berger, P.C.
3636 North Central Ave, Suite 700
Phoenix, AZ 85012

9.2 Any party may from time-to-time, by written notice to the other parties given in the manner described in this Notices section, change the address to which communications to such party pursuant to this Agreement are to be sent, or designate one or more persons to whom such communications are to be sent.

10. Successors and Assigns.

10.1 All rights and obligations of this Agreement shall run with the land and inure to the benefit of the owner of the New Westgate Parcel and Licensee's interest shall be automatically assigned by Licensee to persons or entities that become owners or otherwise succeed to the interests of the New Westgate Parcel. Licensee will provide notice to the City of such assignment within 10 days after its effective date.

10.2 Except as provided in Section 10.1, Licensee may not assign this Agreement or any obligations thereunder without the prior approval of the City, which shall not be unreasonably withheld.

10.2 Licensee's interests, as those interests may from time to time appear, in and to the New Westgate Parcel shall be held and conveyed subject to this Agreement and the burden of this Agreement, together with all rights and obligations incident to the License, shall transfer automatically and Licensee shall assure that all transfer documents include the rights, duties, and obligations set forth herein.

11. Governing Law and Jurisdiction.

11.1 Choice of Law. This Agreement is governed by and construed under the laws of the State of Arizona, without regard to conflicts to laws or principles.

11.2 Venue. The parties consent to the exclusive jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement.

12. Severability. If any provision of this Agreement or the application of this Agreement to any person or entity is held to be invalid, void, or illegal, the remaining provisions of this Agreement shall nonetheless remain in full force and effect and shall not be effected by such invalidity or illegality.

13. No Limitation on Governmental Authority. Nothing in this Licenses is intended to alter any existing ordinance or regulatory requirement of the city and no provision hereof limits, constrains, or otherwise defines the governmental authority, police powers, or right to attend to public safety matters powers of the City as the lawful exercise of such powers are determined from time to time.

14. Amendment; Waiver.

14.1 No alteration, amendment, or modification of this Agreement is valid unless evidenced by a written agreement executed by the parties with the same formality as this Agreement.

14.2 The failure of any party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, and the same shall continue in full force and effect.

14.3 No waiver by either party of any covenant, agreement, term, provision or condition shall be deemed to have been made unless set forth in writing and signed by the appropriate official or officer of such party.

15. Interpretation. The parties have been represented by legal counsel in the negotiation of this Agreement and, therefore, it shall be interpreted, applied, and enforced according to the fair meaning of its provisions and terms, and not be construed in favor of, or against, either party, regardless of which party may have proposed or drafted any of its provisions or terms.

16. Attorneys Fees and Costs. In the event of a dispute between the parties arising from or related to this Agreement, the prevailing party will pay the other party's reasonable attorneys fees and costs.

17. Relationship of the Parties. No partnership or joint venture is established between or among the parties under this Agreement. Neither Licensee, nor any of its affiliated entities, employees, or agents, shall be considered agents or employees of the City or to have been authorized to incur any expense on behalf of the City or to act for or to bind the City.

18. Iran and Sudan Prohibitions. Licensee certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, (the "**Act**") that it neither has, and during the term of this Agreement will not have, "scrutinized" business operations, as defined by the Act, in the countries of Sudan or Iran.

[*signatures appear on the following pages*]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

The New Westgate LLC,
a Delaware limited liability Company

By: SFI Westgate City Center – Glendale LLC, a Delaware limited liability company, its Manager

By: _____
Name: David Sotolov
Title: Senior Vice President

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2013, before me, _____ (here insert name and title of the officer), personally appeared _____ 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)

CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____
Name: _____
Its: Acting City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

Exhibit "A"

New Westgate Parcel Legal Description

The land referred to below is situated in the County of Maricopa, State of Arizona:

LOTS 11A, 11B AND 11C OF MINOR LAND DIVISION, LOT SPLIT FOR ENTERTAINMENT CENTER DEVELOPMENT, LLC, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 979 OF MAPS, PAGE 36;

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

UNITS 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 475, 480 AND 485; AND PATIO 1 THROUGH PATIO 6 INCLUSIVE, BUILDING G OF FIRST AMENDMENT TO WESTGATE 3-4 OFFICE CONDOMINIUM AS CREATED BY THAT CERTAIN DECLARATION RECORDED FEBRUARY 26, 2007 AS INSTRUMENT NO. 2007-0228673, THEREAFTER FIRST AMENDMENT RECORDED AS 2007-0833262 AND AFFIDAVIT OF CORRECTION RECORDED AS 2008-0186502 OF OFFICIAL RECORDS, AND AS SHOWN ON THE PLAT RECORDED IN BOOK 936 OF MAPS, PAGE 35, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA; AND EXCEPT

WESTGATE BUILDING E OFFICE CONDOMINIUM AS CREATED BY THAT CERTAIN DECLARATION RECORDED DECEMBER 31, 2007 AS 2007-1361246 AND AS SHOWN ON THE PLAT RECORDED IN BOOK 965 OF MAPS, PAGE 19 OF OFFICIAL RECORDS MARICOPA COUNTY, ARIZONA.

(As generally depicted on the "Exhibit A-Map" attached hereto)

Legend
Handicap Ramp
Future Sign
License Area
BRANDON LANE
HANNA LANE
COYOTES BOULEVARD
95TH AVENUE
AMERICANA LANE
SUNSET BOULEVARD
SUNRISE BOULEVARD
GAIL LANE
93RD AVENUE
91ST AVENUE
11A
11B
11C
Jobing.com
0 75 150 300
Feet
N

EXHIBIT A

Exhibit B

License Area

License Area consists of the following locations, which (excluding the Light Poles described below) are depicted on the following maps of the License Area:

Two (2) areas on Hanna Drive between 95th Avenue and Americana Drive;

Two (2) areas on Coyotes Boulevard between 95th Avenue and Americana Drive;

Five (5) areas on Coyotes Boulevard between American Drive and Sunset Boulevard;

One (1) area near southwest corner of Hanna Drive and 93rd Avenue; and

Light Poles as they exist from time to time on the south side of Hanna Drive and the north side of Coyotes Boulevard, between 93rd Avenue and Gail Lane, with such portion of the License Area only to be utilized for banner installation on the poles (such area not depicted).

LEGAL DESCRIPTION
FOR
HANNA DRIVE SOUTH

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 668.73 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 12.53 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONCS EAST, A DISTANCE OF 30.99;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 22.12 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 18 SECONDS AND AN ARC LENGTH OF 3.94 FEET;

THENCE NORTH 46 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.54 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 53 MINUTES 41 SECONDS AND AN ARC LENGTH OF 3.92 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 14.17 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 280.09 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.93 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.93 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 28.43 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.67 FEET TO A NON TANGENY CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 43 DEGREES 03 MINUTES 38 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 86 DEGREES 29 MINUTES 44 SECONDS, A CHORD DISTANCE OF 42.48 FEET AND AN ARC LENGTH OF 46.79 FEET;

THENCE NORTH 84 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 275.53 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 15.71 TO THE POINT OF BEGINNING.

AREA CONTAINING 7,531 SQUARE FEET OR 0.17 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

Expires 6/30/2013

LEGAL DESCRIPTION
FOR
HANNA DRIVE MEDIAN

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 717.95 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 22.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 102.36 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF SOUTH 81 DEGREES 37 MINUTES 52 SECONDS WEST;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 194.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 00 SECONDS, A CHORD OF 33.87 FEET AND AN ARC LENGTH OF 33.92 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 77 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 24.68 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF SOUTH 83 DEGREES 11 MINUTES 07 SECONDS WEST;

THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 356.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 47 SECONDS, A CHORD OF 39.62 FEET AND AN ARC LENGTH OF 39.64 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 104.78 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS AND AN ARC LENGTH OF 18.75 FEET;

THENCE NORTH 76 DEGREES 24 MINUTES 46 SECONDS WEST, A DISTANCE OF 9.50 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF NORTH 03 DEGREES 45 MINUTES 19 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1.10 FEET, THROUGH A CENTRAL ANGLE OF 151 DEGREES 16 MINUTES 15 SECONDS, A CHORD OF 2.14 FEET AND AN ARC LENGTH OF 2.91 FEET TO A POINT OF NON TANGENCY;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 121.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 06 SECONDS AND AN ARC LENGTH OF 50.00 FEET;

THENCE NORTH 77 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 24.52 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 36 SECONDS AND AN ARC LENGTH OF 35.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 74.70 FEET TO POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 05 MINUTES 26 SECONDS AND AN ARC LENGTH OF 28.08 FEET;

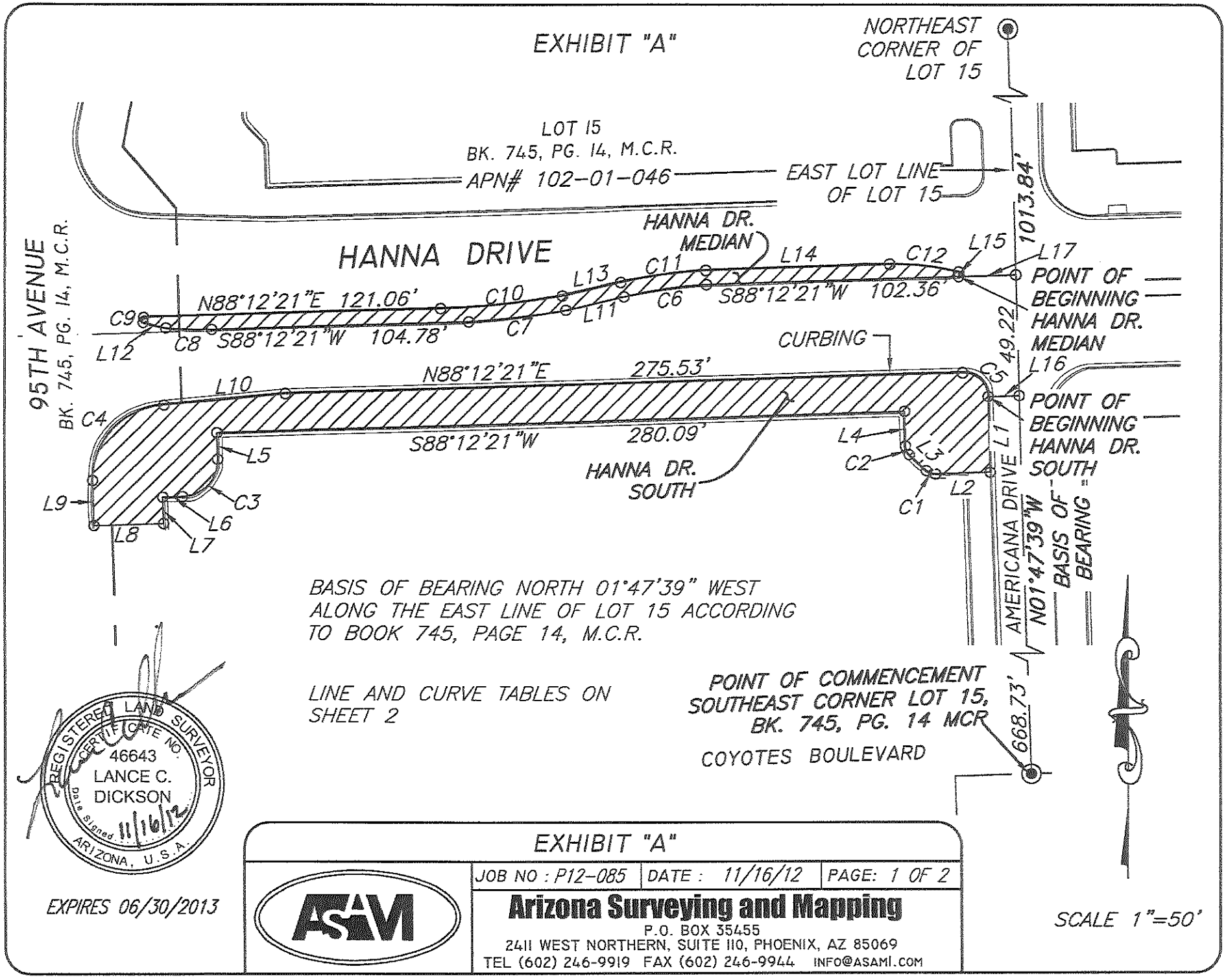
THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.84 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1,882 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

Expires 6/30/2013

EXHIBIT "A"



BASIS OF BEARING NORTH 01°47'39" WEST ALONG THE EAST LINE OF LOT 15 ACCORDING TO BOOK 745, PAGE 14, M.C.R.

LINE AND CURVE TABLES ON SHEET 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

EXPIRES 06/30/2013

SCALE 1"=50'

EXHIBIT "A"

JOB NO : P12-085	DATE : 11/16/12	PAGE: 1 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

EXHIBIT "A"

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.99	S01°47'39"E
L2	22.12	S88°12'21"W
L3	9.54	N46°41'21"W
L4	14.17	N01°47'39"W
L5	10.93	S01°47'39"E
L6	8.01	S88°12'21"W
L7	10.93	S01°47'39"E
L8	28.43	S88°12'21"W
L9	18.67	N01°47'39"W
L10	50.00	N84°35'58"E
L11	24.68	S77°02'12"W
L12	9.50	N76°24'46"W
L13	24.52	N77°02'12"E
L14	74.70	N88°12'21"E
L15	1.84	S01°47'39"E
L16	12.53	S88°12'21"W
L17	22.97	S88°12'21"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	Delta	Chord Dir	Chord
C1	3.94	5.00	45°06'18"	S69°14'30"E	3.84
C2	3.92	5.00	44°53'41"	S24°14'30"E	3.82
C3	23.56	15.00	90°00'00"	N43°12'21"E	21.21
C4	46.79	31.00	86°29'44"	N43°03'38"E	42.48
C5	15.71	10.00	90°00'00"	N46°47'39"W	14.14
C6	33.92	194.00	10°01'00"	S81°37'52"W	33.87
C7	39.64	356.00	6°22'47"	S83°11'07"W	39.62
C8	18.75	150.00	07°09'43"	N88°12'47"W	18.74
C9	2.91	1.10	151°16'15"	N03°45'19"E	2.14
C10	50.00	350.00	8°11'06"	N84°06'48"E	49.96
C11	35.00	200.00	10°01'36"	S82°03'00"W	34.96
C12	28.08	100.00	16°05'26"	N83°44'56"W	27.99

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
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EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 | DATE : 11/16/12 | PAGE: 2 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

LEGAL DESCRIPTION
FOR
COYOTES BLVD. MEDIAN

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 28.11 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 64.24 FEET;

THENCE SOUTH 86 DEGREES 23 MINUTES 14 SECONDS WEST, A DISTANCE OF 121.94 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 120.93 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 86 DEGREES 37 MINUTES 14 SECONDS WEST;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 181.50 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 00 MINUTES 45 SECONDS, A CHORD LENGTH OF 12.71 FEET AND AN ARC LENGTH OF 12.71 FEET TO A POINT OF NON TANGENCY;

THENCE NORTH 83 DEGREES 20 MINUTES 54 SECONDS WEST, A DISTANCE OF 6.00 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 03 DEGREES 33 MINUTES 55 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1.50 FEET, THROUGH A CENTRAL ANGLE OF 149 DEGREES 52 MINUTES 38 SECONDS, A CHORD LENGTH OF 2.89 FEET AND AN ARC LENGTH OF 3.91 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 148.50 FEET TO A NON TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 83 DEGREES 44 MINUTES 14 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 285.50 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 01 MINUTES 15 SECONDS, A CHORD LENGTH OF 39.93 FEET AND AN ARC LENGTH OF 39.97 FEET TO REVERSE CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 84 DEGREES 09 MINUTES 48 SECONDS EAST;

THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 298.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 52 MINUTES 23 SECONDS, A CHORD LENGTH OF 46.10 FEET AND AN ARC LENGTH OF 46.15 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 69.55 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 78 DEGREES 06 MINUTES 08 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 12 MINUTES 02 SECONDS, A CHORD LENGTH OF 22.14 FEET AND AN ARC LENGTH OF 22.24 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.15 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1, 923 SQUARE FEET OR 0.04 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

Expires 6/30/2013

LEGAL DESCRIPTION
FOR
COYOTES BLVD. NORTH

A PORTION OF LOT 15 OF FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 117.42 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 12.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 38.76 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 23.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 151.53 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 91.15 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 88.88 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.55 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.21 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.22 FEET;

THENCE SOUTH 67 DEGREES 18 MINUTES 25 SECONDS EAST, A DISTANCE OF 4.13 FEET;

THENCE SOUTH 26 DEGREES 04 MINUTES 34 SECONDES EAST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 19.79 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 280.62 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 14.43 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 12.57 FEET TO A POINT OF TANGENCY;

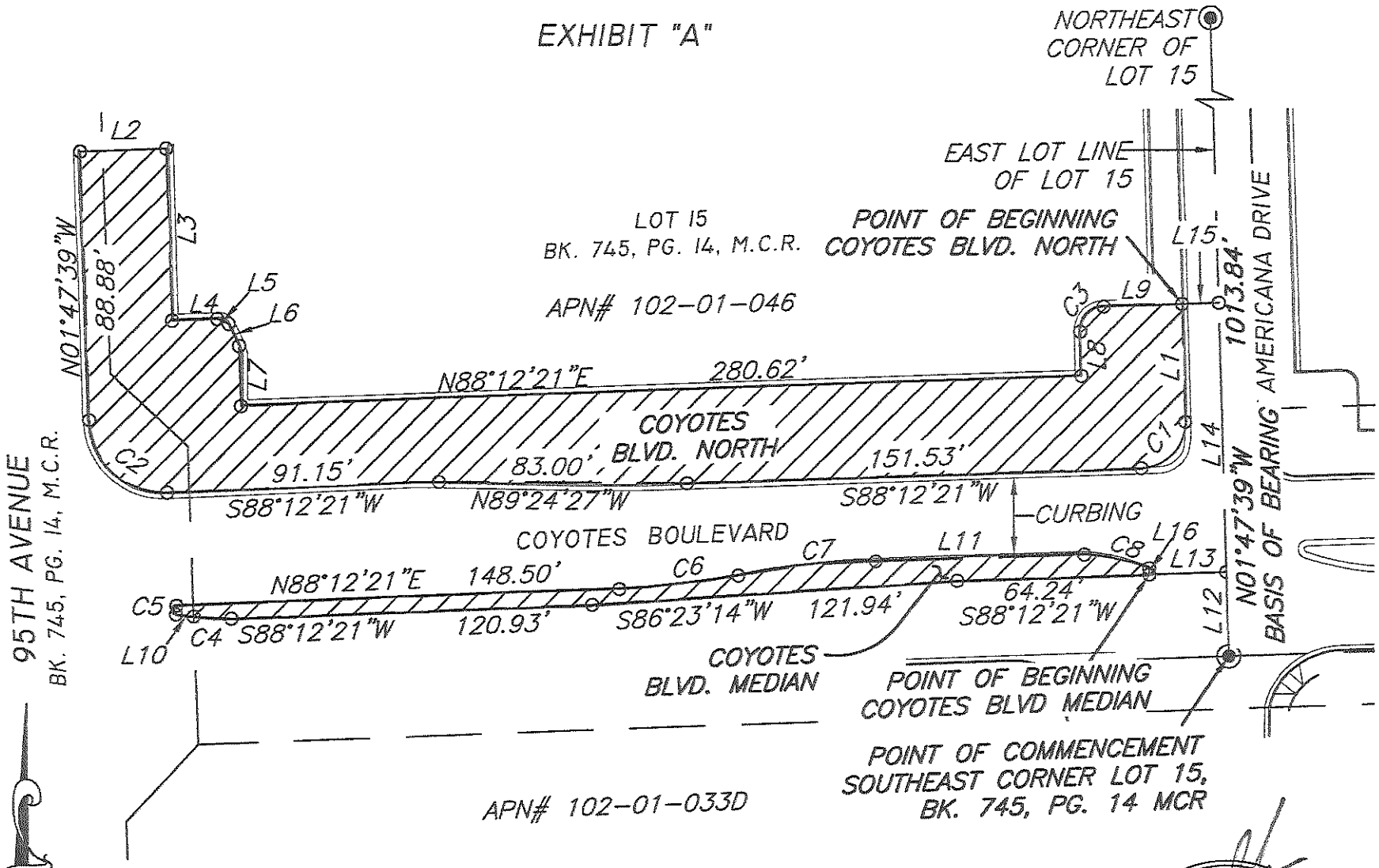
THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.16 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 14,554 SQUARE FEET OR 0.33 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

Expires 6/30/2013

EXHIBIT "A"



BASIS OF BEARING NORTH 01°47'39" WEST ALONG THE EAST LINE OF LOT 15 ACCORDING TO BOOK 745, PAGE 14, M.C.R.

LINE AND CURVE TABLES ON SHEET 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

EXPIRES 06/30/2013

SCALE 1"=50'

EXHIBIT "A"

JOB NO : P12-085	DATE : 11/16/12	PAGE: 1 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

EXHIBIT "A"

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.76	S01°47'39"E
L2	28.55	N88°12'21"E
L3	57.21	S01°47'39"E
L4	15.22	N88°12'21"E
L5	4.13	S67°18'25"E
L6	8.01	S26°04'34"E
L7	19.79	S01°47'39"E
L8	14.43	N01°47'39"W
L9	26.16	N88°12'21"E
L10	6.00	N83°20'54"W
L11	69.55	N88°12'21"E
L12	28.11	N01°47'39"W
L13	25.80	S88°12'21"W
L14	89.31	N01°47'39"W
L15	12.41	S88°12'21"W
L16	2.15	S01°47'39"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	Delta	Chord Dir.	Chord
C1	23.56	15.00	90°00'00"	N43°12'21"E	21.21
C2	39.27	25.00	90°00'00"	N46°47'39"W	35.36
C3	12.57	8.00	90°00'00"	S43°12'21"W	11.31
C4	12.71	181.50	4°00'45"	N86°37'14"W	12.71
C5	3.91	1.50	149°52'38"	N03°33'54"E	2.89
C6	39.97	285.50	8°01'15"	N83°44'14"E	39.93
C7	46.15	298.00	8°52'23"	N84°09'48"E	46.10
C8	22.24	70.00	18°12'02"	S78°06'08"E	22.14

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 11/16/12
ARIZONA, U.S.A.

EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 | DATE : 11/16/12 | PAGE: 2 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

AREA #1

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 35.85;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.72 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 103.42 FEET TO A NON TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 78 DEGREES 18 MINUTES 20 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 29 MINUTES 36 SECONDS, A CHORD DISTANCE OF 24.38 FEET AND AN ARC LENGTH OF 24.50 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.02 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST , A DISTANCE OF 91.84 FEET TO A NON TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 19 SECONDS WEST;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 93.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 10 MINUTES 44 SECONDS, A CHORD LENGTH OF 35.78 AND AN ARC LENGTH OF 36.00 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.84 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 867 SQUARE FEET 0.02 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

Expires 6/30/2013

AREA #2

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 82.17 TO THE SOUTH LINE OF LOT 11B AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SOUTH LINE OF SAID LOT 11B, A DISTANCE OF 12.40 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 175.56 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 7.13 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 148.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.50 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 19.63 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 3,803 SQUARE FEET 0.09 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

Expires 6/30/2013

AREA #3

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 82.17 TO THE SOUTH LINE OF LOT 11B AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SOUTH LINE OF SAID LOT 11B, A DISTANCE OF 216.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.89 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 22.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 145.63 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 11.69 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 136.56 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 14.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 21.99 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 10.64 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 37 DEGREES 06 MINUTES 32 SECONDS AND AN ARC LENGTH OF 9.72 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1,818 SQUARE FEET 0.04 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

Expires 6/30/2013

AREA #4

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 364.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF LOT 11A AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS, A DISTANCE OF 27.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.62 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY AND THEN EAST ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4.03 FEET, THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 12.67 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 103.04 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.0.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 08 MINUTES 01 SECONDS AND AN ARC LENGTH OF 19.81 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.47 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 998 SQUARE FEET 0.02 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

Expires 6/30/2013

AREA #5

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 218.25 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 48 DEGREES 32 MINUTES 46 SECONDS EAST ALSO BEING THE POINT OF BEGINNING;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET, THROUGH A CENTRAL ANGLE OF 79 DEGREES 19 MINUTES 09 SECONDS, A CHORD DISTANCE OF 24.25 AND AN ARC LENGTH OF 26.30 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 127.08 FEET TO THE WEST LINE OF LOT 11A RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 15.48 FEET TO THE SOUTH LINE OF SAID LOT 11;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 145.75 FEET TO THE POINT OF BEGINNING

AREA CONTAINING 2,184 SQUARE FEET 0.05 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

Expires 6/30/2013

93RD AND HANNA DRIVE
SIGN AGREEMENT

A PORTION OF LOT 13 AND 93RD AVENUE OF THE FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 93RD AVENUE AND HANNA DRIVE OF SAID WESTGATE THENCE SOUTH 68 DEGREES 08 MINUTES 20 SECONDS WEST ALONG THE CENERLINE OF HANNA DRIVE, A DISTANCE OF 83.24 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 50 MINUTES 49 SECONDS AND AN ARC LENGTH OF 3.70 FEET TO THE EAST LINE OF LOT 13 AS DESCRIBED IN SAID FINAL PLAT OF WESTGATE;

THENCE SOUTH 21 DEGREES 51 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF LOT 13, A DISTANCE OF 40.00 FEET;

THENCE CONTINUE ALONG EAST LINE OF LOT 13 SOUTH 63 DEGREES 18 MINUTES 50 SECONDS EAST, A DISTANCE OF 31.14 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 74 DEGREES 06 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.00 FEET;

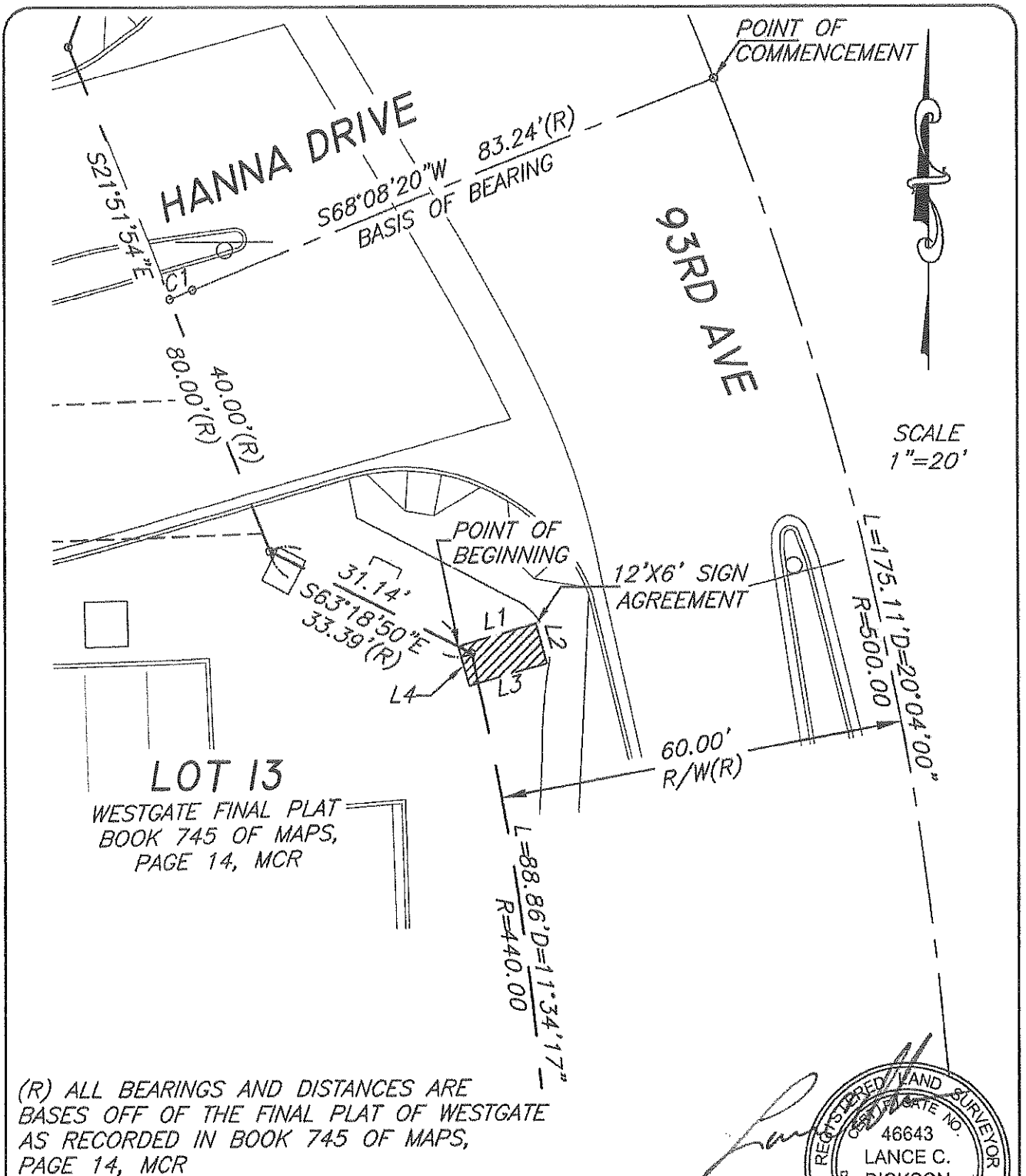
THENCE SOUTH 15 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 12 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 15 DEGREES 53 MINUTES 48 SECONDS WEST, A DISTANCE OF 6.00 FEET BACK TO THE POINT OF BEGININING.

CONTAINING 72.00 SQUARE FEET MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.



(R) ALL BEARINGS AND DISTANCES ARE BASES OFF OF THE FINAL PLAT OF WESTGATE AS RECORDED IN BOOK 745 OF MAPS, PAGE 14, MCR

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085	DATE : 12/12/12	PAGE: 1 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	N74°06'12"E
L2	6.00	S15°53'48"E
L3	12.00	S74°06'12"W
L4	6.00	N15°53'48"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	3.70	250.00	0°50'49"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed 12/12/12
ARIZONA, U.S.A.

EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 | DATE : 12/12/12 | PAGE: 2 OF 2

Arizona Surveying and Mapping
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TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

Exhibit C

Insurance Requirements

1. **Required Insurance Policies.**

   a. Commercial General Liability (CGL)

      (1) Covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence, $1,000,000 aggregate.

      (2) The general aggregate limit shall apply separately to this project/location.

      (3) An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

      (4) General liability coverage can be provided in the form of an endorsement to the Licensee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37, if a later edition is used.

   b. Automobile Liability. If applicable, automobile liability covering any auto (Code 1), or if Licensee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   c. Workers' Compensation. Workers Compensation coverage as required by the State of Arizona , with Statutory Limits, and Employer's Liability Insurance with limit of no less than $500,000 per accident for bodily injury or disease.

2. Licensee will require any persons or entities ("subcontractors") performing work within the scope of this Agreement to obtain insurance at the same coverage and limits as the subcontractor provides for Licensee and to name the City as an additional insured under such polices, except that in all cases the coverages and limits will be no less than those set forth in this Exhibit C.

3. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

   a. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations.

   b. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

   c. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except after a minimum 30-day notice being provided to the City.

d. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

9. **Verification of Coverage**

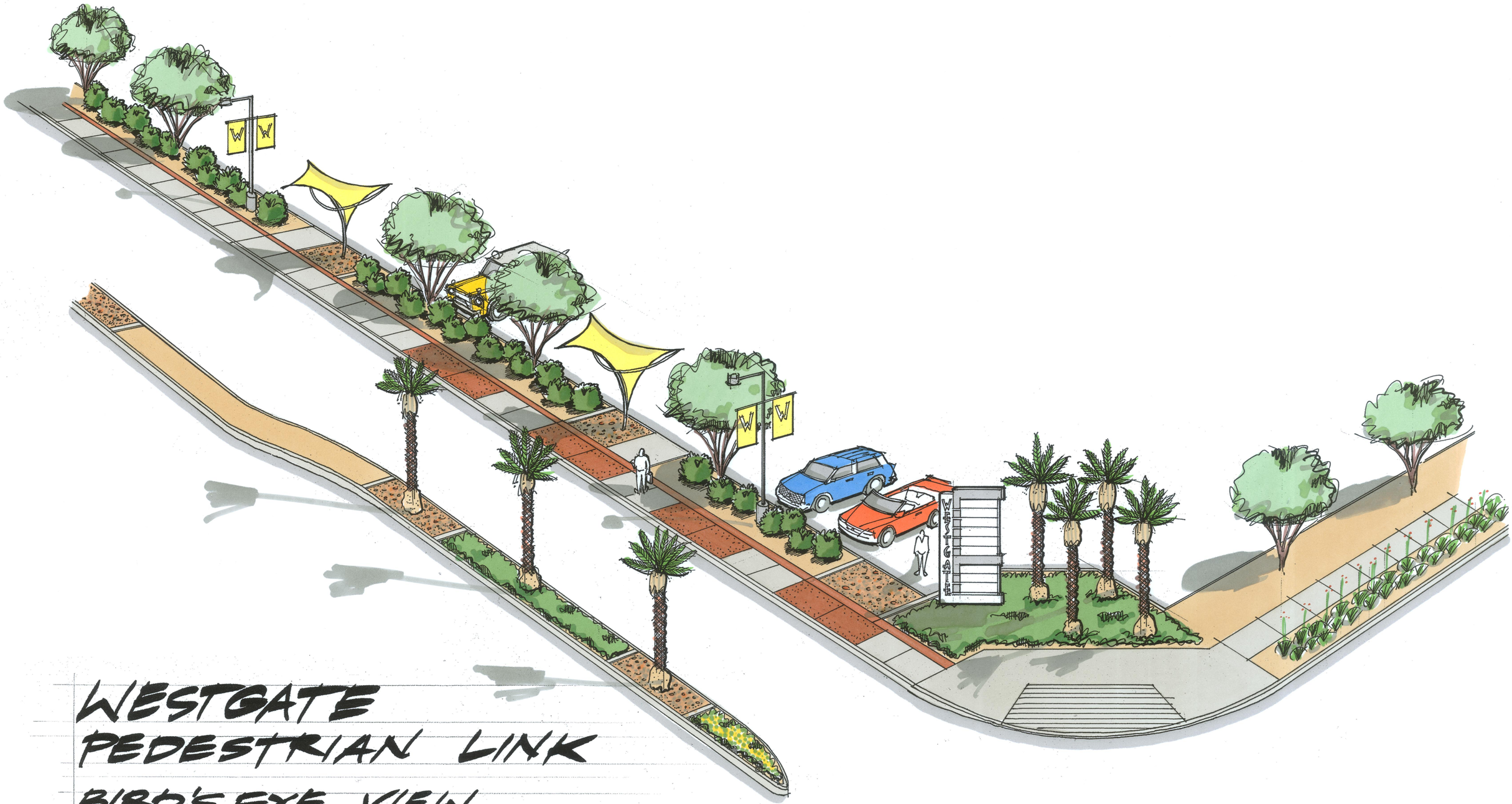
a. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

b. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

c. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. **Special Risks or Relevant Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, assessment of adequate coverage, or other relevant circumstances.

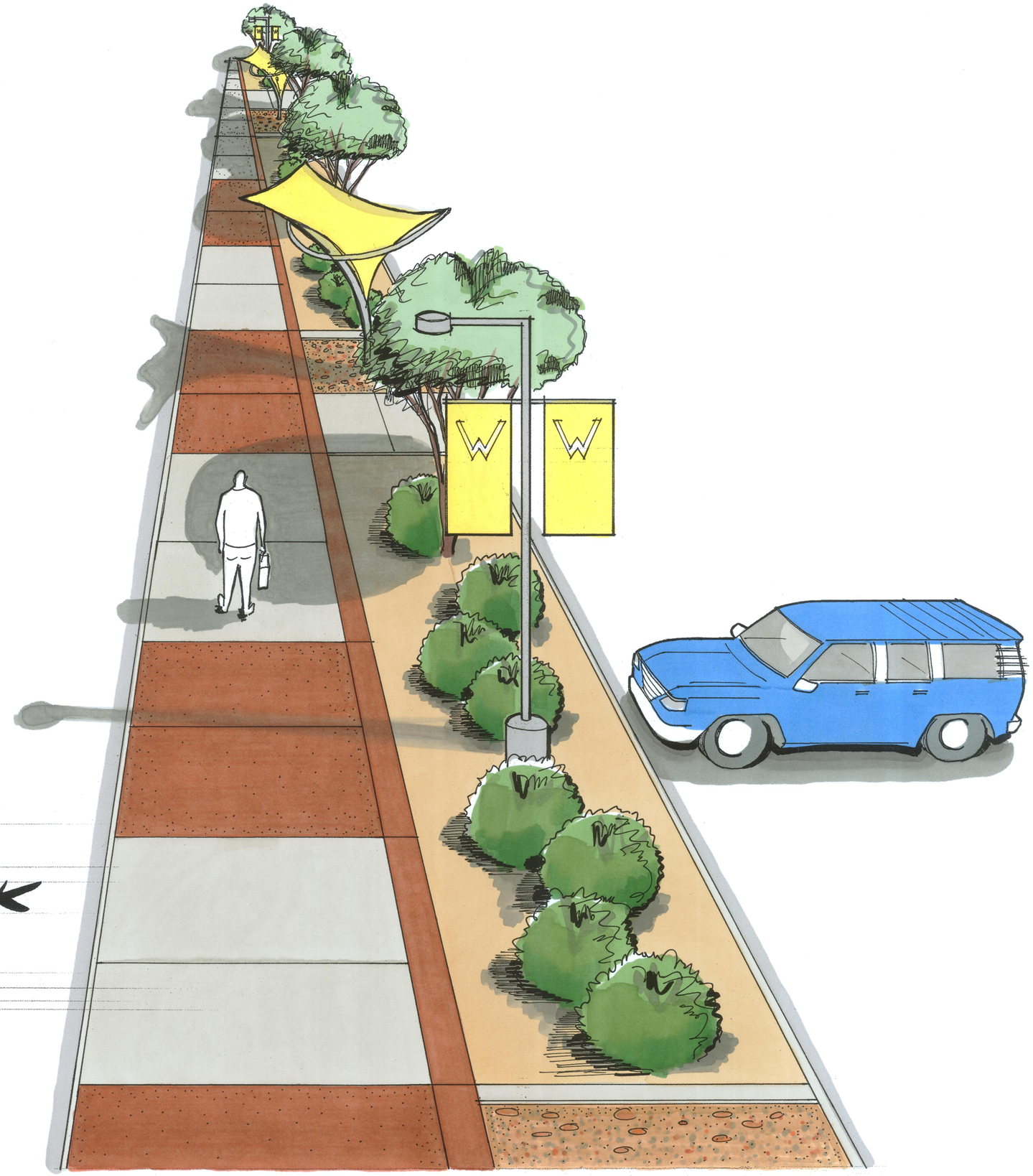
Legend
Handicap Ramp
Future Sign
License Area
BRANDON LANE
HANNA LANE
COYOTES BOULEVARD
95TH AVENUE
AMERICANA LANE
SUNSET BOULEVARD
SUNRISE BOULEVARD
GAIL LANE
93RD AVENUE
91ST AVENUE
11A
11B
11C
Jobing.com
ARENA
GLENDALE · ARIZONA
0 75 150 300
Feet
N



WESTGATE PEDESTRIAN LINK

BIRD'S EYE VIEW

© HANNA/95TH AVE.



WESTGATE PEDESTRIAN LINK

STREET VIEW

© HANNA / 95TH AVE.

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**THE NEW WESTGATE, LLC TEMPORARY PARKING AGREEMENT**
Staff Contact:	**Brian Friedman, Executive Director, Community and Economic Development**

Purpose and Recommended Action

This is a request for City Council to approve a license agreement with The New Westgate, LLC (TNW) to enter into a temporary parking agreement with The New Westgate, LLC (TNW) for the use of the Lot 5 of Westgate generally located south of the southwest corner of Glendale and 91st Avenues. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to approve a license agreement and execute the required documentation.

Background Summary

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA), the Arizona Cardinals, Coyote Center Development, LLC and Arena Development, LLC. Until full build out of this Planned Area Development (PAD), it has always been the understanding of the parties involved that this parking will be relocated as necessary to accommodate construction while maintaining the minimum number of spaces required. With the construction of the Tanger Factory Outlet Center, alternative parking spaces were identified last year to meet the city's obligation for adequate parking for major events in the Sports and Entertainment District.

On May 22, 2012 the City Council approved of a Temporary License Agreement for Lot 5 of Westgate owned by TNW. This parcel includes 1,679 paved parking spaces. The term of the Lease Agreement was one year with this temporary parking agreement expiring on June 30, 2013. The new proposed agreement removes the design and construction language as the parking lot was constructed last year, adds a lighting replacement provision and extends the agreement for an additional year expiring on June 30, 2014.

Previous Related Council Action

On May 22, 2012, Council authorized the approval to enter into a Temporary Parking Agreement with The New Westgate LLC for the use of the Lot 5 Westgate generally located south of the southwest corner of Glendale and 91st Avenues.

CITY COUNCIL REPORT

On September 28, 2004, Council adopted a resolution authorizing the entering into of a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for a multiuse stadium and related improvements.

On May 27, 2003, Council authorized the approval of the Parking License and Agreement with Covenants, Conditions and Restrictions with the AZSTA and the Arizona Cardinals. That agreement was amended on August 15, 2005.

Budget and Financial Impacts

The city will continue to reimburse TNW for 50% of the costs of maintaining the 1,679 temporary spaces. The city will continue to pay 50% of the costs of the portable temporary lighting fixtures used to light the 1,679 spaces, including maintenance costs of such lighting equipment and provision of fuel. The city will also reimburse TNW for the full cost real estate taxes on the property for the year.

Associated with the costs of this agreement, funds are available in the FY 2013-14 capital improvement plan. Based on the County's real estate tax assessments, staff estimates $80,000 for the 2013-14 property taxes, for this site. Fuel charges of $7,500 and maintenance fees of $7,500 are anticipated for a total of $95,000.

Total Estimated Cost	Fund-Department-Account
$95,000	**2100-84407-550400, New Development Infrastructure**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

Attachments

Staff Report

Resolution

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Brian Friedman, Executive Director, Community and Economic Development**
Item Title:	**THE NEW WESTGATE, LLC TEMPORARY PARKING AGREEMENT**
Requested Council Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**

PURPOSE

This is a request for City Council to approve a license agreement with The New Westgate, LLC (TNW) to enter into a temporary parking agreement for the use of the Lot 5 of Westgate generally located south of the southwest corner of Glendale and 91st Avenues. The purpose of this report is to request that the City Manager place this item on an agenda for City Council action.

BACKGROUND

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA), the Arizona Cardinals, Coyote Center Development, LLC and Arena Development, LLC. Until full build out of this Planned Area Development (PAD), it has always been the understanding of the parties involved that this parking will be relocated as necessary to accommodate construction while maintaining the minimum number of spaces required. With the construction of the Tanger Factory Outlet Center, alternative parking spaces were identified last year to meet the city's obligation for adequate parking for major events in the Sports and Entertainment District.

On May 22, 2012, the City Council approved a Temporary License Agreement for Lot 5 of Westgate owned by TNW. This parcel includes 1,679 paved parking spaces. The term of the Lease Agreement was one year with this temporary parking agreement expiring on June 30, 2013. The proposed agreement simply removes the design and construction language from the original agreement as the parking lot was constructed last year, adds a lighting replacement provision and extends the agreement for an additional year expiring on June 30, 2014.

ANALYSIS

The city has an obligation to provide 6,000 parking spaces. The agreement worked well for both the city and TNW last year and as a result, is being brought forward once again this year for Council consideration.

FISCAL IMPACTS

The city will continue to reimburse TNW for 50% of the costs of maintaining the 1,679 temporary spaces. The city will continue to pay 50% of the costs of the portable temporary lighting fixtures used to light the 1,679 spaces, including maintenance costs of such lighting equipment and provision of fuel. The city will also reimburse TNW for the full cost of real estate taxes on the property for the year. The total estimate cost for this agreement is $95,000 and will be paid from account 2100-84407-550400, New Development Infrastructure.

RESOLUTION NO. 4658 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED, "TEMPORARY PARKING AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT WESTGATE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Temporary Parking Agreement for the parking rights with The New Westgate, LLC. be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

SECTION 3. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the documents.

SECTION 4. Notice of A.R.S. § 38-511 is hereby given.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

a_parking westgate 13.doc

TEMPORARY PARKING AGREEMENT

THIS TEMPORARY PARKING AGREEMENT (this "Agreement") is made and entered into effective as of _____, 2013, by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and THE NEW WESTGATE LLC, a Delaware limited liability company ("TNW").

RECITALS

A. The City and Coyote Center Development, LLC, a Delaware limited liability company (“CCD”) are parties to that certain Mixed-Use Development Agreement (the "MUDA") dated as of November 29, 2001, and recorded with the Maricopa County, Arizona Recorder as Instrument No. 2001-1155422, by and among the City, CCD and Glendale-101 Development, LLC, a Delaware limited liability company ("101"). Pursuant to an Assignment and Assumption Agreement dated as of September 26, 2006, CCD succeeded to the duties, rights, obligations and interest of 101 under the MUDA. The MUDA was amended by a First Amendment to Mixed-Use Development Agreement dated January 25, 2011 and recorded with the Maricopa County, Arizona Recorder as Instrument No. 20110086619 (the “First Amendment”).

B. The MUDA provides, among other things, for the development by CCD (in its own capacity and as successor to 101 for purposes of the MUDA) of both the "Entertainment Project" and the "Retail/Residential Project", each as defined in the MUDA. The Entertainment Project and the Retail/Residential Project are collectively referred to in this Agreement as the "Westgate Project" or "Westgate" and are on Lots 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B-1, 6B-2, 11, 12A-1, 12B, 12C, 12D, 12E, 12F-2, 12G, 12H and Parcel B of Westgate, according to the plat thereof (the "Westgate Final Plat") recorded on May 2, 2005 in the Official Records of the Maricopa County, Arizona Recorder in Book 745, at Page 14 and as amended by minor land divisions (in this Agreement, all references to "Lot" or "Lots" shall be to the corresponding Lot or Lots shown on the Westgate Final Plat). Westgate is adjacent to the City-owned arena (the "Arena" as defined in the MUDA) that is now known as the Jobing.com Arena.

C. Certain portions of Westgate have been previously conveyed by CCD to and developed by third parties in accordance with the MUDA.

D. By reason of certain foreclosures of deeds of trust by its constituent member entities, TNW has succeeded to the remaining interests of CCD in Westgate.

E. The City and CCD entered into an Agreement for the Replacement of Temporary Parking dated as of July 1, 2008 (the “2008 Temporary Parking Agreement”), which agreement was superseded in its entirety by an Amended and Restated Agreement for the Replacement of Temporary Parking effective as of January 25, 2011 (the "Restated Temporary Parking Agreement").

F. Other parties to the 2008 Temporary Parking Agreement were Coyotes Hockey, LLC, a Delaware limited liability company (the "Team"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Manager"), and Glendale Garage LLC, an Arizona limited liability company ("Garage Developer"). The Team and the Arena Manager had the right to use and occupy the Arena pursuant to an Arena Management, Use and Lease Agreement dated as of November 29, 2001 (the "Arena Lease"). Pursuant to actions taken in the United States Bankruptcy Court, District of Arizona in connection with the voluntary petitions for relief under Chapter 11 of the Bankruptcy Code filed by the Team and Arena Manager on May 5, 2009 (Case Nos. 2:09-bk-09491-RTB and 2:09-bk- 09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk 09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No.2:09-bk-09488-RTBP), the Team and Arena Manager rejected the Arena Lease and the 2008 Temporary Parking Agreement and no longer have any right, title or interest in, or liability under, either such agreement. Garage Developer was never created as a legal entity, and accordingly the 2008 Temporary Parking Agreement never became effective as to Garage Developer.

G. The City has requested that TNW enter into this Agreement so that the City may comply with certain obligations it has with non-parties to this Agreement.

H. TNW has agreed to enter into this Agreement with the City for certain temporary parking rights and obligations in consideration of the agreements, acknowledgements and payments being made by the City under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements and obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals and Defined Terms**. The City and TNW confirm the accuracy of the foregoing Recitals, which are incorporated into and comprise part of this Agreement. In addition to the terms defined in other sections of this Agreement, for the purposes of this Agreement the following terms shall be defined as follows:

(a) "Arena Events" means any revenue or non-revenue producing sports, entertainment, cultural or civic event or other activity (including related event set-up and take down) which is either (i) presented or held in the bowl (main seating) portion of the inside Arena facility, or (ii) presented or held in any other portion of the inside Arena facility in a manner that precludes the use of the bowl (main seating) portion of the inside Arena facility for other events or activities.

(b) "Mega Event" means a Super Bowl game, a Fiesta Bowl game, any other college bowl game, an NCAA Final Four basketball tournament game, a World Cup soccer game or a national political party convention.

(c) "Stadium" means the University of Phoenix Stadium where the Arizona Cardinals home football games are played.

(d) "Large Stadium Non-Mega Event" means an event at the Stadium that the Stadium manager anticipates attendance will be greater than 40,000.

(e) "Stadium Events" means any professional football game, Mega Event or Large Stadium Non-Mega Event at the Stadium.

2. **Council Approval; and Conditions Precedent**. This Agreement shall be effective and binding upon the parties and irrevocable only upon execution by all parties, and final approval by the City Council. The parties acknowledge and agree that City Council approval of this Agreement is within the sole and absolute discretion of the City Council.

3. **Term**. This term of this Agreement shall commence on July 1, 2013 and shall expire on June 30, 2014.

4. **Parking**.

a. **Generally**. TNW will provide a total of 1679 temporary parking spaces (the "1679 Temporary Spaces") to the City at no charge to the City for Arena Events and Stadium Events. The 1679 Temporary Spaces will be located on the property identified on the attached Exhibit A.

b. **Design and Construction**.

i. No permanent lighting, landscaping or signage will be required by the City or provided by TNW as part of the 1679 Temporary Spaces and/or this Agreement.

c. **Lighting**. Subject to the City's payment obligations in Section 4.f. of this Agreement below, TNW shall provide and maintain the lighting, including the provision of fuel for such lighting, for the 1679 Temporary Spaces via the portable temporary lighting equipment that currently exists on the Property.

d. **Maintenance**. Subject to the City's obligations set forth in Sections 4.e. and 4.f. below, TNW shall have the right to use and be responsible for repair, maintenance and operation of the 1679 Temporary Spaces.

e. **Operations**.

i. *Parking Revenue*. The City, or entities associated with Stadium Events (the "Stadium Entities"), shall be entitled to impose parking charges and retain the revenue therefrom for the use of the 1679 Temporary Spaces during Arena Events or Stadium Events. The City or Stadium Entities may contract with a parking operator to collect such revenue on these entities behalf. Notwithstanding the foregoing, TNW may charge parking

charges and retain all of the revenue therefrom for any parking on the Property that is not otherwise exclusively dedicated to Arena Events or Stadium Events. TNW also may impose parking charges and retain all of the revenue therefrom at any and all times on any other property owned by TNW.

ii. *Event Parking Support*. City shall be, or shall cause the Stadium Entities to be, responsible to provide, at its cost and coordination, all traffic control, parking control, security, portable restroom facilities and any other necessary services or equipment for Arena Events and Stadium Events and to support the parking for such games/events. During the term of this Agreement, the City shall, at no cost or expense to TNW, obtain and maintain (or cause to be obtained and maintained) in full force and effect with respect to such temporary parking spaces, parking operator liability insurance meeting the requirements set forth on Exhibit B attached hereto with respect to the use of the 1679 Temporary Spaces by the City whether or not in accordance with the Agreement.

iii. *Refuse and clean up*. City shall, or shall cause the Stadium Entities to, provide and pay for all refuse services and clean-up of the Property after Arena Events and Stadium Events.

f. **City Payment Obligations**. In addition to those obligations that the City is solely financially responsible for as set forth in Sections 4e.(ii) and 4e.(iii) above,

i. City agrees to reimburse TNW for Fifty Percent (50%) of the costs of maintaining the 1679 Temporary Spaces; and

ii. City shall pay to TNW as additional rent an amount equal to Fifty Percent (50%) of all costs of the portable temporary lighting fixtures used to light the 1679 Temporary Spaces, including maintenance and replacement costs of such lighting equipment and provision of fuel, but excluding the original purchase price of the existing temporary lighting fixtures.

iii. City agrees to reimburse TNW for One Hundred Percent (100%) of the cost of the real estate taxes on the Property for Tax Year 2013. TNW shall pay the taxes that will be due on October 1, 2013 and March 1, 2014 for the Property and the City shall reimburse TNW for One Hundred Percent (100%) of the amount paid for such taxes within Fifteen (15) days of receipt by the City of evidence of payment of such taxes by TNW. If reasonably requested by City, TNW, at the City's sole cost and expense, shall cooperate with City to appeal the assessment of real property taxes on the Property for Tax Year 2013. TNW, at City's sole cost and expense, shall prosecute such appeal. The City shall be responsible for reimbursing TNW for all of TNW's costs and fees relating to such appeal from Tax Year 2013 assessments including without limitation, any reasonable attorneys' fees.

iv. In addition to City's payment obligations under this Agreement, City shall pay all taxes (including, but not limited to any and all sales, rent, privilege or excise taxes) owed on the rent payments made under this Agreement.

g. **Timing of City's Payment Obligations**. Not more frequently than once a month, the City shall reimburse TNW for costs and expenses advanced by TNW as set forth in Sections 4.g. above or otherwise in this Agreement within fifteen (15) days of receipt by City of evidence of such costs and expenses.

h. **City's Failure to Make its Payment Obligations**. In addition to all other remedies available under this Agreement and under applicable law, and notwithstanding anything to the contrary in this Agreement, if the City is in default of its payment and other obligations under this Agreement and such default continues for more than 5 days after receiving written notice from TNW of such default pursuant to Section 12 of this Agreement, notwithstanding anything to the contrary in Section 4(f) above, the City shall pay TNW (1) One Hundred Percent (100%) of the costs of maintaining the 1679 Temporary Spaces, and (2), as additional rent, One Hundred Percent (100%) of all costs of the portable temporary lighting fixtures used to light the 1679 Temporary Spaces, including maintenance and replacement costs of such lighting equipment and provision of fuel.

5. **<u>City Acknowledgements of TNW Parking Obligations During Arena Events</u>**. If and to the extent any of the various agreements relating to parking at Westgate are enforceable against TNW (which TNW does not concede), TNW and City hereby acknowledge and agree that;

a. **TNW is in compliance with Agreements**. Notwithstanding anything to the contrary contained in any previous agreements involving Westgate, TNW and its predecessors in interest have through the date of this Agreement fully and completely satisfied any and all requirements under such agreements and there exists no breach, default or event of default by TNW or its predecessors in interest, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by TNW or its predecessors in interest under any previous parking agreements involving Westgate.

b. **Temporary Permissible Parking Areas**. The temporary permissible parking areas as addressed under the MUDA as amended by the First Amendment, and/or as addressed by any other agreement related to Westgate, are hereby defined as follows: Any area south of Glendale Avenue, west of 91st Avenue, east of the 101 Freeway, and north of Maryland Avenue. This Section 5 (b) shall survive the expiration or earlier termination of this Agreement.

c. **Event Overlap**. On those dates when events are occurring at both the Arena and the Stadium, the 1679 Temporary Spaces are dedicated to the Arena only and TNW shall have no requirement to provide any parking spaces for the Stadium event.

d. **TNW Parking Charges**. TNW may or may not impose, at its sole and absolute discretion, parking charges for parking on any of its property that is not otherwise exclusively dedicated for Arena Events or professional football games or Mega Events at the Stadium in accordance with this Agreement. All such parking revenues shall belong exclusively to TNW. This Section 5 (d) shall survive the expiration or earlier termination of this Agreement.

e. **TNW Rights**. Other than during Arena Events or professional football games and Mega Events at the Stadium, TNW has full control of the Property including any use for revenue-generating events at any time except during Stadium Events and Arena Events. At all times, TNW shall have full control of all Westgate property owned by TNW (other than the Property), including any use for revenue-generating events. Notwithstanding the foregoing, TNW may not charge revenue for parking spaces on Westgate property owned by TNW (other than the Property) during Arena Events except to the extent parking charges are pursuant to any tenant leases within Westgate.

f. Parking Negotiations and Agreements. City shall promptly notify TNW of any negotiations with any potential buyer of the Phoenix Coyotes, the arena management company, the Arizona Cardinals, the Arizona Sports and Tourism Authority or any other entity that refers or relates to any parking rights within Westgate. In addition, the City shall promptly provide TNW with a copy of any parking agreement that refers or relates to Westgate and that is being considered by the City prior to the City approving and/or executing such parking agreement

The City agrees and covenants that it will not take any action contrary to the above agreements and acknowledgements and that such agreements and acknowledgements are a material part of the consideration for TNW to enter into this Agreement.

6. **Enforcement.** This Agreement shall be governed by, and construed and enforced in all respects in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the exclusive jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement. The parties hereto waive (a) the defense of *forum non conveniens* with respect to any matter arising in connection with this Agreement and (b) any defense or claim of sovereign immunity or any similar defense or claim.

7. **Attorneys' Fees**. In the event of any controversy, claim or dispute between or among the parties arising from or relating to this Agreement, the prevailing party(ies) shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals and legal assistants' fees, and wherever provision is made in this Agreement for the payment of attorneys' or counsel's fees or expenses, such provision shall include, but not be limited to, such fees and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

8. **Amendment; Waiver**. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, and the same shall continue in full force and effect. No waiver by

either party of any covenant, agreement, term, provision or condition shall be deemed to have been made unless set forth in writing and signed by the appropriate official or officer of such party.

9. **Severability**. If any section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be held or determined to be invalid or unenforceable, then the remainder of such section, subsection, term or provision, or the application thereof to parties or circumstances other than those to which it is held or determined to be invalid, shall not be affected thereby, and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of the City and TNW and their respective successors and assigns.

11. **Relationship of Parties**. No partnership or joint venture between the parties is established, or intended to be established, by this Agreement.

12. **Notices**. All notices, demands, consents, approvals, and other communications to be given under this Agreement shall be in writing, and shall be deemed effective upon (i) receipt of hand-delivered or overnight courier service, or (ii) delivery or date of refusal of delivery if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the City:
City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

With copy to:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

To TNW:
The New Westgate LLC
c/o iStar Financial
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024
Attention: David Sotolov

With copy to:
Patrick A. Clisham
Engelman Berger, P.C.
3636 North Central Ave, Suite 700
Phoenix, AZ 85012

Any party may from time-to-time, by written notice to the other parties given in the manner described in this Section 12, change the address to which communications to such party pursuant to this Agreement are to be sent, or designate one or more persons to whom such communications are to be sent.

13. **Time is of the Essence**. Time is of the essence of this Agreement and every term or performance hereunder.

14. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

15. **Statutory Conflict Provision**. This Agreement is subject to cancellation under the provisions of A.R.S. § 38-511.

16. **Saturday, Sunday or Holiday**. If the date, or the final day for any period, provided in this Agreement for the performance of any obligation or the taking of any other action hereunder falls on a day that is a Saturday, Sunday or holiday in the State of Arizona, then the date by which such obligation shall be performed or such action shall be taken shall be the first date following such Saturday, Sunday or holiday which is not a Saturday, Sunday or holiday.

17. **Interpretation**. Each of the parties has been represented by legal counsel in the negotiation of this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its provisions and terms, and shall not be construed in favor of, or against, either party, regardless of which party may have proposed or drafted any of its provisions or terms.

18. **Governmental Authority**. Nothing in this Agreement is intended to limit the City's government authority in the exercise its police powers and, unless expressly waived herein, all City ordinances and regulations remain fully applicable.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

CITY OF GLENDALE, a municipal corporation Dated:_____

By:_____
Name: _____
Title: City Manager

Approved as to form:

_____
_____, City Attorney

Attestation:

_____
Pam Hanna, City Clerk

THE NEW WESTGATE LLC, a Delaware limited liability company Dated:_____

By: SFI Westgate City Center – Glendale LLC, a Delaware limited liability company, its Manager

By:_____
Name:_____
Its:_____

[Note: need notary jurat for TNW (attestation serves that purpose for city)]
See attached Notary Certificate

EXHIBIT A
Temporary Parking Property

(1) Lot 5(a) of Westgate Plat. APN 102-01-022. Approximately 498,191 Square Feet of land area

(2) Lot 5(f) of Westgate Plat. APN 101-01-027. Approximately 29,060 Square Feet of land area.

EXHIBIT B
Insurance Requirements

City shall maintain, at its sole expense, the following types of insurance coverage.

1. Workers' Compensation Insurance as required by law.

2. Commercial General liability Insurance against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned arising out of or in any way related to City's use of the Property with at least a single combined liability and property damage limit of One Million and No/100 Dollars ($1,000,000.00),which policy maintained by City shall name TNW as an additional insured.

Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to TNW, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that TNW may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary): 'This insurance shall be primary and non-contributing with respect to any coverage that Licensor may carry for losses arising out of the Named Insured's operations.", (d) provide that it shall not be canceled or materially changed without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

3. Each requirement above may be satisfied by the City's self-insurance reserve.

Additional Insured Parties:

1) The New Westgate LLC
   10960 Wilshire Boulevard, Suite 1260
   Los Angeles, CA 90024

2) SFI Westgate City Center- Glendale LLC
   c/o iStar Asset Services, Inc.
   P.O. Box 3040
   Garden Grove, California
   92842-3040

3) iStar Financial Inc., and its subsidiaries, successors & assigns
   c/o iStar Asset Services, Inc.
   P.O. Box 3040
   Garden Grove, California
   92842-3040

4) Teetsel Properties, LLC
   2415 East Camelback Road
   Suite 700
   Phoenix, Arizona
   85016

5) Vestar Properties, Inc.
2425 East Camelback Road
Suite 750
Phoenix, Arizona
85016

6) CCD Equity Partners LLC
c/o Solus Alternative Asset Management LP
410 Park Avenue
New York, NY 10022
Attn: Francis Blair

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**DISCUSS AND TAKE ACTION WITH RESPECT TO THE ASSIGNMENT OF THE CURRENT ACTING CITY MANAGER**
Staff Contact:	**Jamsheed Mehta, Interim Assistant City Manager**

Purpose and Recommended Action

This is a request for the City Council to discuss and take action regarding the appointment of the current acting city manager. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, terminate the current acting city manager assignment.

Background Summary

The Glendale City Charter provides for the appointment of an acting city manager. The Charter states:

> Art. III, Sec. 5. Assistant City Manager
> . . . In the event the city manager resigns or is removed for any reason, the council shall appoint an acting city manager at the first regular meeting following such vacancy.

Previous Related Council Action

During the June 12, 2012 Council meeting, action was taken to appoint an acting city manager.

Attachments

None

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **COUNCIL APPOINTMENT OF ACTING CITY MANAGER**
Staff Contact: **Jamsheed Mehta, Interim Assistant City Manager**

Purpose and Recommended Action

This is a request for the City Council to appoint an acting city manager. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint an acting city manager.

Background Summary

The Glendale City Charter provides for the appointment of an acting city manager. The Charter states:

> Art. III, Sec. 5. Assistant City Manager
> . . . In the event the city manager resigns or is removed for any reason, the council shall appoint an acting city manager at the first regular meeting following such vacancy.

Attachments

None

CITY COUNCIL REPORT

Meeting Date:	**3/26/2013**
Meeting Type:	**Voting**
Title:	**DISCUSS AND TAKE POSSIBLE ACTION WITH RESPECT TO THE APPOINTMENT AND EMPLOYMENT OF THE CURRENT CITY ATTORNEY**
Staff Contact:	**Jamsheed Mehta, Interim Assistant City Manager**

Purpose and Recommended Action

This is a request for the City Council to discuss and take possible action regarding the current city attorney. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, take action in the matter.

Background Summary

The Glendale City Charter provides for the appointment of an acting city attorney. The Charter states:

> Art. IV, Sec. 4. City Attorney
> . . . The council shall appoint the city attorney who shall be the chief legal adviser of all officers, departments and agencies and of all officers and employees in matters relating to their official powers and duties. He shall represent the city in all legal proceedings. It shall be his duty to perform all services incident to his position as may be required by statute, by this charter or by ordinance. He will serve at the pleasure of the council.

Attachments

None

CITY COUNCIL REPORT

Meeting Date: **3/26/2013**
Meeting Type: **Voting**
Title: **COUNCIL APPOINTMENT OF ACTING CITY ATTORNEY**
Staff Contact: **Jamsheed Mehta, Interim Assistant City Manager**

Purpose and Recommended Action

This is a request for the City Council to appoint an acting city attorney. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint an acting city attorney. The appointed person will continue in that assignment at the pleasure of the City Council. At the conclusion of that assignment, the person serving as acting city attorney will resume his former position with the City of Glendale.

Background Summary

The Glendale City Charter provides for the appointment of an acting city attorney. The Charter states:

> Art. IV, Sec. 4. City Attorney
> . . . The council shall appoint the city attorney who shall be the chief legal adviser of all officers, departments and agencies and of all officers and employees in matters relating to their official powers and duties. He shall represent the city in all legal proceedings. It shall be his duty to perform all services incident to his position as may be required by statute, by this charter or by ordinance. He will serve at the pleasure of the council.

Attachments

None