# City of Glendale
# Council Meeting Agenda

## October 23, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. 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.

### 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. Legislative 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 Schedule
The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

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***

### Questions or Comments
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 (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

### 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
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 located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

**Public Hearings** are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

**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.

**** 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.**

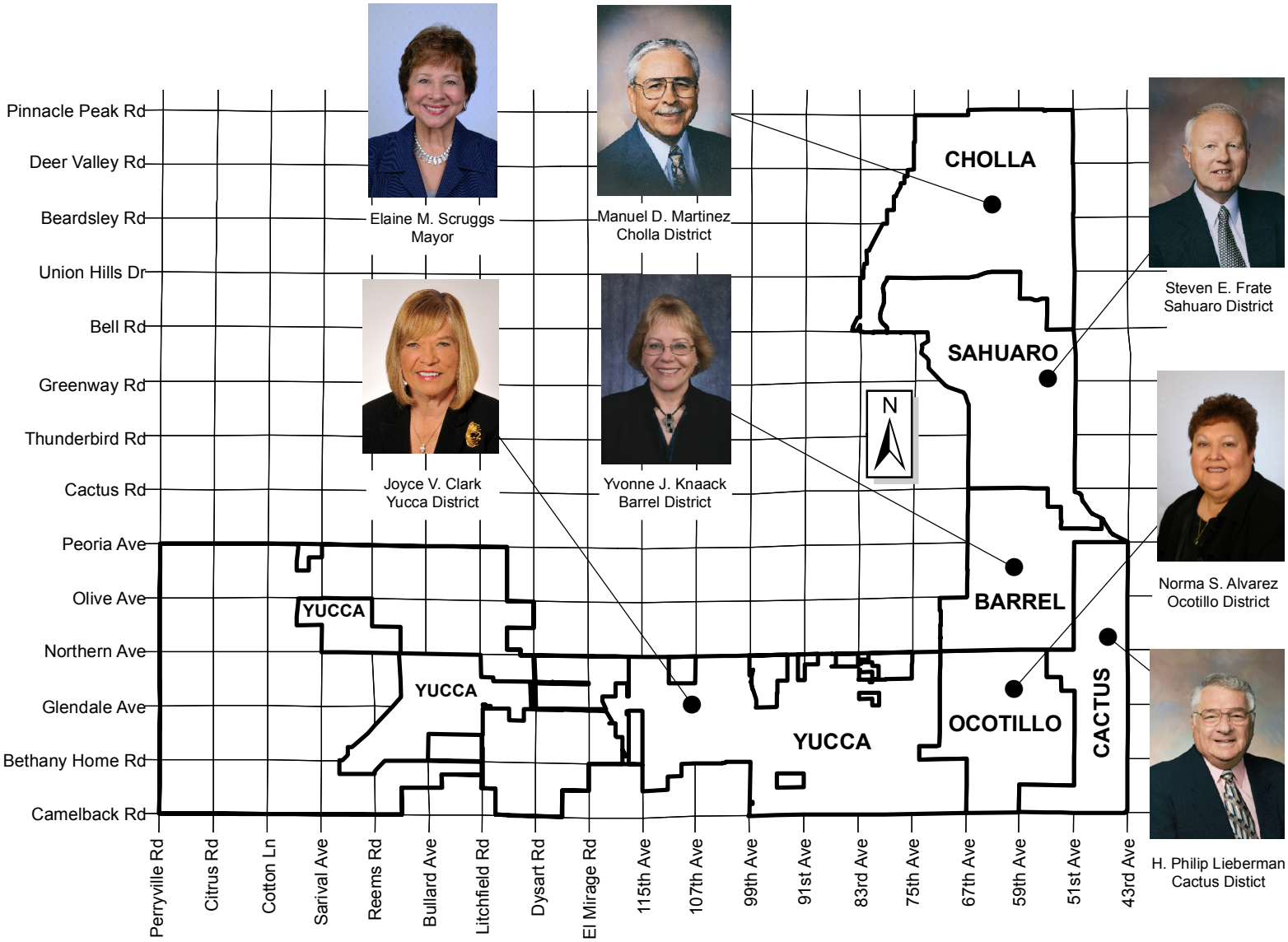
### Councilmembers
Norma S. Alvarez - Ocotillo District
H. Philip Lieberman - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District

GLENDALE

**MAYOR ELAINE M. SCRUGGS**
Vice Mayor Steven E. Frate - Sahuaro 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**
**October 23, 2012**
**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 October 9, 2012**

**BOARDS, COMMISSIONS AND OTHER BODIES**

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Joyce Clark

**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 LICENSE, OUR LADY OF PERPETUAL HELP
PRESENTED BY: Susan Matousek, Revenue Administrator

2. SPECIAL EVENT LIQUOR LICENSE, HORSES HELP FOUNDATION, INC.
PRESENTED BY: Susan Matousek, Revenue Administrator

3. SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS
PRESENTED BY: Susan Matousek, Revenue Administrator

4. SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE SPECIAL EVENTS DIVISION
PRESENTED BY: Susan Matousek, Revenue Administrator

5. LIQUOR LICENSE NO. 1-43280, THE GLENDALE PUBLIC MARKET
PRESENTED BY: Susan Matousek, Revenue Administrator

6. LIQUOR LICENSE NO. 5-6377, CHEVYS FRESH MEX
PRESENTED BY: Susan Matousek, Revenue Administrator

7. LIQUOR LICENSE NO. 5-6703, MARISCOS VUELVE A LA VIDA FISH/MEAT MARKET & RESTAURANT
PRESENTED BY: Susan Matousek, Revenue Administrator

8. LIQUOR LICENSE NO. 5-7514, PRONTO MART
PRESENTED BY: Susan Matousek, Revenue Administrator

**CONSENT RESOLUTIONS**

9. LETTER ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS ON GRAND AVENUE
PRESENTED BY: Debbie Albert, Principal Engineer, Transportation Services
RESOLUTION: 4621

10. CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS
PRESENTED BY: Cathy Colbath, Transit Administrator, Transportation Services
RESOLUTION: 4622

**LAND DEVELOPMENT ACTIONS**

11. FINAL PLAT APPLICATION FP10-01: F & R REDFIELD LUXURY HOMES – 6675 WEST REDFIELD ROAD
PRESENTED BY: Jon M. Froke, AICP, Planning Director

12. FINAL PLAT APPLICATION FP12-01: CARMEL ESTATES – 19268 NORTH 54TH AVENUE
PRESENTED BY: Jon M. Froke, AICP, Planning Director

**BIDS AND CONTRACTS**

13. CONSTRUCTION AGREEMENT – GLENDALE PUBLIC HOUSING BATHROOM REMODEL
PRESENTED BY: Elaine Adamczyk, Housing Services Administrator

14. LANDSCAPE SPRINKLER IRRIGATION SERVICE
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation & Library Services

**ORDINANCES**

15. UPDATING CONSTRUCTION CODES
PRESENTED BY: Deborah Mazoyer, Building Safety Director
ORDINANCE: 2821

**RESOLUTIONS**

16. MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA, INC. TO SUPPLY WATER FOR NORTHERN PARKWAY LANDSCAPING
PRESENTED BY: Terry Johnson, AICP, Deputy Director, Transportation Services
RESOLUTION: 4623

17. LOOP 303 CORRIDOR
PRESENTED BY: Jon M. Froke, AICP, Planning Director,
Craig Johnson, P.E., Executive Director, Water Services,
Dave McAlindin, Assistant Director, Economic Development
RESOLUTION: 4624

**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,

Horatio Skeete
Acting City Manager

**MINUTES OF THE**
**GLENDALE CITY COUNCIL MEETING**
**Council Chambers**
**5850 West Glendale Avenue**
**October 9, 2012**
**7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Norma S. Alvarez, Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

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

Mayor Scruggs 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 4 resolutions and 3 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 THE SEPTEMBER 25, 2012 CITY COUNCIL MEETING**

**It was moved by Clark, and seconded by Frate, to dispense with the reading of the minutes of the September 25, 2012 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.**

**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 7 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item number 8 by number and title.

1. SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS CLUB
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for the Sun Lakes Breakfast Lions Club. The event will be held at Sahuaro Ranch Park located at 9802 North 59th Avenue on Friday, October 19, from 10 a.m. to 10 p.m. and Saturday and Sunday, October 20 and 21, 2012, from 10 a.m. to 5 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.

2. LIQUOR LICENSE NO. 5-7093, BABYLON GYROS & SHISH KABOBS
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Babylon Gyros & Shish Kabobs located at 5826 West Olive Avenue, Suite B101. The Arizona Department of Liquor Licenses and Control application (No. 12079237) was submitted by Fikri Francis Rahana.

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

3. LIQUOR LICENSE NO. 5-7194, LA CABANA
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 La Cabana located at 5130 North 43rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070062) was submitted by Teresa Raya Escalante.

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

4. LIQUOR LICENSE NO. 5-7255, CONNOLY'S BAR & GRILL
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 Connoly's Bar & Grill located at 5160 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070744) was submitted by Michelle Ann Cambern.

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

5. AUTHORIZATION TO PURCHASE AMMUNITION
PRESENTED BY: Debora Black, Interim Police Chief

This is a request for City Council to approve the purchase from the San Diego Police Equipment Co., Inc. in an amount not to exceed $72,412. The purchase will cover all of the practice and qualification ammunition needed for each police officer for the FY 2012-13.

Staff is requesting Council approve the purchase from the San Diego Police Equipment Co., Inc. in an amount not to exceed $72,412.

6. PURCHASE AUTHORIZATION FOR CHEMICALS AND SERVICES
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

This is a request for City Council to approve the authorization to spend more than $50,000 for chemicals and services obtained under the cooperative purchasing agreement.

7. APPROVAL FOR PURCHASE OF TIRES
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to approve the purchase of tires from various vendors for use on city vehicles across the organization. The purchase amount requested is consistent with the Fiscal Year (FY) 2012-13 approved budgeted amount of $423,041.

**CONSENT RESOLUTIONS**

8. DOMESTIC VIOLENCE VICTIM SERVICES AND PROGRAM ENHANCEMENT GRANT
PRESENTED BY: Elizabeth Finn, Presiding Judge
RESOLUTION: 4617

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the acceptance of a two-year $300,000 grant from the U.S. Department of Justice Office on Violence Against Women. This grant will continue funding several domestic violence victim services and add program enhancements.

**Resolution No. 4617New 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 SUBMISSION AND ACCEPTING THE $300,000 GRANT OFFER FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN, FOR DOMESTIC VIOLENCE VICTIM SERVICES AND PROGRAM ENHANCEMENTS.**

**It was moved by Frate, and seconded by Martinez, to approve the recommended actions on Consent Agenda Item Nos. 1 through 8, including the approval and adoption of Resolution No. 4617 New Series; and to forward Special Event Liquor License Application for Sun Lakes Breakfast Lions Club and Liquor License Application No. 5-7093 for Babylon Gyros & Shish Kabobs, No. 5-7194 for La Cabana, and No. 5-7255 for Connoly's Bar & Grill to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.**

**BIDS AND CONTRACTS**

9. PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL

PRESENTED BY: Dave McAlindin, Assistant Director, Economic Development

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with the Greater Phoenix Economic Council (GPEC) for FY 2012-13 in the amount of $88,636, for participation in and support of their regional economic development program.

**It was moved by Martinez, and seconded by Knaack, to authorize the City Manager to enter into a professional services agreement with the Greater Phoenix Economic Council (GPEC) for FY 2012-13 in the amount of $88,636, for participation in and support of their regional economic development program. The motion carried unanimously.**

**ORDINANCES**

10. FISCAL YEAR 2012-13 BUDGET AMENDMENTS

PRESENTED BY: Sherry Schurhammer, Executive Director, Financial Services
ORDINANCE: 2818

This is a request for City Council to consider and approve Fiscal Year (FY) 2012-13 budget amendments. The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged. This request includes only intra-fund budget transfers and does not include budget transfers between funds.

Staff is requesting that Council waive reading beyond the title and adopt an ordinance approving the FY 2012-13 budget amendments.

Sherry Schurhammer, Executive Director, Financial Services, provided a brief summary.

Councilmember Lieberman asked for a total for the transfers in terms of dollars. Ms. Schurhammer said she did not have that with her but will send it to him in the morning. Councilmember Lieberman asked if she at least had a guess. Ms. Schurhammer replied no but can bring the information before the meeting is over. Councilmember Lieberman agreed and added he wants that information presented to the public.

**Ordinance No. 2818 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 THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2012-2013 BUDGET.**

Ken Jones, an Ocotillo resident, stated the city needs many more budget adjustments. He said that at one time or another he has heard each Councilmember blame the economy for most of the city's financial problems. He noted that blaming the economy was a pitiful excuse. He explained other valley cities were working on new developments for their cities. He stated the only reason the city was in this shape it was because they got so tied into professional sports. It was time to admit the truth and stop spending money on a hockey team since they have cost the city $50 million the last two years.

**It was moved by Knaack, and seconded by Clark, to approve Ordinance No. 2818 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Clark, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": Lieberman.**

11. FORMATION OF AN AUDIT COMMITTEE
PRESENTED BY: Diane Goke, Chief Financial Officer
ORDINANCE: 2819

This is a request for City Council to adopt an ordinance forming an audit committee. Such a committee is typical for most jurisdictions our size and is recommended by the Government Finance Officers Association (GFOA) as a component of prudent financial management and best practices.

Staff recommends Council waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 2 (Administration), Article VIII (Boards, Commissions, etc.) by establishing an audit committee.

Diane Goke, Chief Financial Officer, provided the summary on this item.

Councilmember Lieberman thought this committee was supposed to please the citizens of Glendale. He inquired how that can happen if they only have two citizens on the committee and three citizen members. He believes this was a loaded vote against the citizens. He thinks it should be reversed with three civilians and two employees. He believes this was ridiculous since this was being done for the citizens. This was supposed to explain to the public why the city was in a financial hole.

Councilmember Alvarez remarked on the comments from several people suggesting the audit should come from an outside consultant to find exactly where the one billion dollars went. She believes they should have an audit immediately since people do not trust the Council anymore. They need to show the public they did nothing wrong and show where the money went. She will not vote for this committee audit and believes they need a consultant audit. However, she was not opposed to having the committee audit as a backup coming from the citizens, but not the Council. She hopes the auditor is someone they've never used.

Mayor Scruggs asked Ms. Goke to respond to how the audit fits in with the audit committee and where the city is in regards to initiating an audit.

Ms. Goke explained the city has an external audit done every year as part of the Arizona Revised Statute; therefore they are required to have that audit by law. They are currently having that process done.

Mayor Scruggs asked what does this audit committee have to do with the audit that is being conducted right now.

Ms. Goke stated this audit committee would have the charge of looking over the results of the external audit to make sure staff is following up on those findings.

Mayor Scruggs asked Councilmembers if that helped clarify in any way with regard to the concerns they and the community have.

Councilmember Alvarez stated people need to know what happened to the one billion dollars and start trusting the Council and staff again. She said something happened and they all need to know.

Councilmember Martinez remarked that these innuendos that something happened and that something went wrong were unreasonable. He explained that for anyone paying attention, it would have been apparent that most went to the stadium, libraries, ballpark etc. However, to say that something happened when it was fairly apparent was irrational. He added the great recession had a lot to do with it and for some to say it had nothing to do with it was just ludicrous. He asked Ms. Goke to explain what the annual audit does and what is examined.

Ms. Goke explained the external audit was performed on an annual basis to look for any inconsistencies and internal control issues with financial reports as well as performing tests on various transactions in the city.

Mr. Horatio Skeete, Acting City Manager, stated one of the things the external auditor does during the course of the review of the financial statements for the year, is to review every Council meeting and every action the Council takes during the course of the year and track if everything was done correctly according to regulations. This audit committee would start on the ground floor from the beginning of next year's audit and review the auditor findings. The committee will highlight concerns for the auditors, make recommendations for improvements, following up with staff, and bring to Council.

Mr. Skeete noted that as far as Councilmember Alvarez's remarks about the need for an external audit and an explanation for the $1.1 billion in debt the city has, staff has provided a listing of projects and debt issuance at least twice to Council and the information was also on the city's website. However, he will be happy to provide the list again. He said these were all projects that were approved by Council as well as the debt issuance. He noted anyone can second guess whether or not any of those projects should have been done, but to insinuate that the $1.1 billion debt was incurred without the knowledge of the Council or some impropriety was made was unfair to all involved in this process including the City Council. He indicated the economy had a great deal to do with this situation as well as other factors such as the debt that had been incurred in prosperous times. He noted that if not for the down turn in the economy, they would not be

having this conversation. Nevertheless, it was an injustice to Council and staff to insinuate that something irregular happened in this process. Some of the major items were libraries, PFC debt, arena, water bonds and transportation bonds, which are close to the $1 billion about which Councilmember Alvarez was inquiring.

Councilmember Alvarez stated her remarks should not be an insult to the employees since they are not the last decision makers. She reiterated her previous comments that if the city has nothing to hide, they should welcome an outside auditor to look at the books. She said there were many questions and rumors starting in the community regarding this issue. She disagreed that everything has been done with transparency when even the Council has said they were not informed on some issues. She indicated the problem was not the employees but the leadership; therefore, they need to check into this situation and please the community. She was not against this audit committee, but against the Council being on this committee. She restated she was not accusing staff since they have done a good job; however, they have protected some management. She explained that even now, they have a budget that carries $17 million for a team when they are laying-off employees.

Councilmember Lieberman agreed with Mr. Skeete's detailed explanation of the financial situation. However, he was still in favor of three civilians and two city staff for the audit committee. He suggested having a budget workshop with the audit people. He added they also need a closer working relationship with the audit committee. He does not remember ever getting a detailed letter from the auditor regarding any changes or recommendations.

Councilmember Clark asked Ms. Goke to explain what a comprehensive annual report was. Ms. Goke stated it was the results of their operations for the entire year. It includes detailed financial information, financial statements and assets in a comprehensive view which was about 150 pages long.

Councilmember Clark inquired how long the city had been doing those comprehensive annual financial reports. Ms. Goke replied for many years, probably since the 1980's.

Councilmember Clark asked if the comprehensive annual financial report included any of the information received from the external auditor. Mr. Goke replied yes.

Councilmember Clark commented there has been the implication of collusion between the consultants that produce the comprehensive annual financial report, the city's annual external auditor. The suggestion was being made that since the city was paying for it, it will return a favorable result to the city. She asked if there was some sort of code of ethics that external auditors have to follow with regards to the audits they perform. Ms. Goke replied there were certain standards that the outside external auditors need to maintain and they need to be independent of the city. In addition, they also have a peer review every year.

Councilmember Clark asked if the city has consistently used the same auditor over the last 30 years. Ms. Goke replied no. She explained the city goes out with an RFP just like any other process with which the city was involved.

Councilmember Martinez suggested that if anybody had questions on this matter, they can always write to the City Manager to get an answer. In regards to the $17 million in the budget for the arena, the City Manager a week ago had presented alternatives including that the $17 million will actually be $ 11 million.

Mayor Scruggs asked Ms. Goke to give very easy instructions for people to follow as to how to find this financial information on the city's web site. The items that Mr. Skeete mentioned tonight come up to $720 million worth of debt and that is for investment in the water system. She didn't know if sewer systems investments were in there too or just water and sewer system investments and the transportation system investments and in flood control management and investments in the Regional Public Safety Training Facility, Parking Garage, Media Center and Expo. So that comes to $720 million of the $1 billion. But if somebody goes to the City of Glendale website and they want to look at the budget they could find these debts there in the budget, correct?

Ms. Goke replied she was correct.

Mayor Scruggs asked if people want to find the city budget, what's the first thing they do. They go to the website and they have city officials, visitors, residents, businesses. What should they click on to start to find the city budget? Departments?

Ms. Goke stated they would click on departments and under that would be the budget.

Mayor Scruggs clarified they would go to departments and then there are all the A's and there are the B's and the C's. So in the B's they will see budget. Is that correct? Okay so they click on "budget". Now what do they have in front of them?

Ms. Goke stated a screen will come up that will direct them to the FY 13 budget and one of those is a schedule of debt.

Mayor Scruggs continued now they will see schedule of debt and over here it says what page number that's on and what was being looked at is the budget book. So let's say its page 349 or something, whatever, so now you scroll down until you get to page 349 and you will find the debt and the things that Mr. Skeete was talking about of where the debt actually is. It's the parks, whatever the bonds were sold for.

Ms. Goke said the public will find the payments that are related to that debt. She also suggested the public go to the debt management plans that were also on the city's website under "F" for Finance Department.
Mayor Scruggs commented the website was maybe not the easiest thing to navigate to if it hasn't been done before. So go to departments, and then look for finance, click on finance, and go to debt management plan and then anyone can read all the debt and what project it's associated with. Is that correct?

Ms. Goke replied yes.

Councilmember Lieberman commented on what Mr. Skeete said earlier regarding the $1 billion in debt. He said the three items Mr. Skeete mentioned, the $430,000 for water, $200,000 for baseball and $173,000 for the stadium, those three alone without any of the other seven he mentioned came to $823 million. He said Mayor Scruggs also had the figures incorrect in her earlier comments.

Mayor Scruggs explained to Councilmember Lieberman, what she was doing was referring to non-sports related items. What Mr. Skeete was trying to say when he was speaking was that the debt is related to many investments in building, the infrastructure of the City of Glendale that have gone on for more than a decade. And he was trying to give examples because many times, because the public discussion is getting a little carried away, so the thought is that the billion in debt is all related to sports facilities. She continued that Mr. Skeete was trying to point out was that the billion in debt, which no one is disputing, is related to building the city that we know now and there are many things that are needed in the city especially when talking about things like flood control. When talking about water, or waste water operations, or about maintaining a landfill, or about building fire stations and buying fire trucks, all of that goes together into the debt that builds up to this billion. So she was referring to those items non-sports related and she thought she had made that very clear.

Councilmember Clark explained this debt has been incurred for more than ten years. She stated each payment debt was structured differently with different life cycles. Therefore, when they talk about this debt, it's not debt that comes due tomorrow or next year. She noted that all debt was looked at very carefully by staff to ensure it was in the best interest of the city. She remarked the recession had a lot to do with the city's financial problems. She explained that in 2006 to 2011, the city has lost $16 million in state shared revenue as well as sales tax revenue around the same time period. She noted it was easy to say 'how could the Council be so irresponsible' but at the time they approved those decisions they did not believe they were being irresponsible.

Councilmember Clark asked Mr. Skeete if it would be safe to say that even now, the city was managing their debt. Mr. Skeete replied yes.

Councilmember Knaack stated that this ordinance was a good thing and was just another layer of transparency for the city, citizens, staff and Council. She believes this was a good thing. She added that the suggestion of having an outside audit was something the city already does and has been doing annually.

**Ordinance No. 2819 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 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.) BY ESTABLISHING AN AUDIT COMMITTEE.**

Ken Jones, an Ocotillo resident, stated he would like to discuss the audit. He said no one had made a misstatement on this issue but left out a lot of things. He noted that an audit doesn't mean anything if the public does not trust it or believe it. He explained the new candidates

welcome an independent audit and he sees no reason why they can't table this until the new Council was seated and let them make the recommendation. He realized he comes up here and speaks a lot but was doing it for other citizens who were afraid to come and speak. He noted the people did not trust this Council to provide the truth; therefore, they should table this item for the new Council that comes in January.

Arthur Thruston, a Cactus resident, talked about his experience with an audit of his company when it was sold. He explained the detailed accounting that has to be done. He also talked about the Fiesta Bowl audit that nearly tore the organization apart. Therefore, he believes the city needs an independent audit of each department to find out exactly where the money is going so the public can begin to trust the city again.

Mayor Scruggs commented she was not going to let this go because there are some things that seem to be totally confused. First of all it sounded to her that some people think the audit committee is going to conduct the audit, which is not at all the case. People say the city needs an outside external auditor, Ms. Goke explained they put out a request for proposals for external outside auditors and then one is chosen. She didn't know how much further outside you can go. And they are the ones that do it, not city staff. City staff does other audits internally, but to satisfy all the government financial reporting records the city has to have an external auditor which, to her understanding, the city has done and they are doing the work right now. Is that correct?

Mr. Skeete replied she was correct.

Mayor Scruggs commented this committee is not going to be auditing anything they are going to be overseeing and be a watch dog over what the professional auditor has done. Is that correct?

Mr. Skeete replied yes.

Mayor Scruggs asked what other kind of external auditor can there be other than the kind that is already hired? Is there another kind of external auditor that can be hired?

Mr. Skeete stated the auditor does a review of the financial statements and the financial transactions in context with the directions that were by Council during the course of the year. He explained there was another audit called a compliance audit that is similar to the process that the internal auditor conducts. This audit goes into the procedures and detail operations of all the different departments from an administrative stand point.

Mayor Scruggs commented there seems to be some concern among people from the community as to why this external audit is being done right now versus six months from now. Is there some sort of regulation or rules or something that say the city must have its audit done at a certain time?

Mr. Skeete explained the city audit must be completed no later than the end of December or six months after the close of the FY year.

Mayor Scruggs asked whose rule was that.

Mr. Skeete stated that was a state regulation.

Mayor Scruggs clarified the City of Glendale has an external auditor right now conducting an audit that is required by state law to be completed no later than December 31st of this year. And every year there is the same requirement that within six months after the end of the fiscal year, there must be an audit by a professional external auditing company of all transactions and has to be completed by December 31st of that year. That is what's happening right now. If not done, the city would be out of compliance with state law. The audit committee that may or may not be formed will have no part in conducting that audit other than to review findings, ask questions, send them back for 'this isn't clear', whatever, but those five people are not going to be conducting the audit. There may be other audits that go on throughout the year by the city auditor who is looking for compliance with other regulations, ways of doing business so forth, accuracy and filing reports which Mr. Skeete as the new Acting City Manager has said he would put on the internet for everybody to read. Is all that correct?

Mr. Skeete replied that was correct and added that under "City Auditor" on the website, there were already three audits posted. He noted the public should look under the city auditor to find the audit page.

Councilmember Lieberman stated the ordinance was not clear at all and needs to be rewritten.

Councilmember Clark agreed this audit keeps the city in compliance with state statutes with completing the tasks that must be completed by December 31st. She added should the new Council believe it necessary to call for an external audit; it will be their right and privilege. She asked the Mayor to call for the question.

**It was moved by Martinez, and seconded by Knaack, to approve Ordinance No. 2819 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": Alvarez and Lieberman.**

12. GROUND LEASE WITH VIESTE
PRESENTED BY: Stuart Kent, Executive Director, Public Works
ORDINANCE: 2820

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a 30 year ground lease with Vieste SPE, LLC (Vieste) for six acres of city-owned property at the Glendale Municipal Landfill (Landfill).

**Ordinance No. 2820 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 MAYOR AND/OR CITY MANAGER AND CITY CLERK TO EXECUTE A GROUND LEASE WITH**

**VIESTE SPE, LLC, FOR SIX ACRES OF LAND LOCATED AT THE GLENDALE LANDFILL, 11480 WEST GLENDALE AVENUE.**

Councilmember Alvarez thought they were the first to start this project but apparently they have projects started in other countries.

Stuart Kent, Executive Director, Public Works, explained mixed waste processes were not unique and were all over the county, however, this process was a little different in terms of how they were phasing it.

Mark Branaman, project manager, Vieste Energy, stated the technology they were employing was commercially proven and viable and has been proved throughout the world.

Councilmember Alvarez asked if Mexico and Florida had any success with these types of projects. Mr. Branaman stated they have had great success and the company has had many achievements in this field in building these types of projects.

Councilmember Alvarez asked if this went through the RFP process.

Mr. Kent explained Vieste Energy approached the city about two years ago regarding this project; therefore there was not a separate RFP. They approached the city as a local partner to develop this type of a project. Over the past two years, other companies have approached the city with similar projects but those proposals were typically more costly to the city. The Vieste project is unique in that there is no city capitol going into the facility. The agreement is based on the waste they provide and the fees for the lease agreements before them today. Therefore, this was a much more straight forward arrangement and dramatically limits the amount of risks the city has in relation to other projects.

Councilmember Alvarez stated her concern was that others have not gone through the RFP process and also the city does not have any money. She said she does not want the city to lose anything else. She added she still does not know who these people were and needed more information on this item.

**It was moved by Clark, and seconded by Frate, to approve Ordinance No. 2820 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": Alvarez and Lieberman.**

**RESOLUTIONS**

13. WASTE SUPPLY AGREEMENT WITH VIESTE
PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4618

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a 30 year waste supply agreement with Vieste SPE,

LLC, and Vieste Energy, LLC, (Vieste) for the implementation of a mixed waste processing facility at the Glendale Municipal Landfill (Landfill).

**Resolution No. 4618 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 CITY MANAGER TO EXECUTE THE "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.**

**It was moved by Clark, and seconded by Knaack, to pass, adopt and approve Resolution No. 4618 New Series. The motion carried. Aye: Clark, Frate, Martinez, Knaack and Scruggs. Nay: Alvarez and Lieberman.**

14. INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR USE OF CITY INSPECTORS ON NORTHERN PARKWAY

PRESENTED BY: Terry Johnson, Ph.D., Deputy Transportation Director, Transportation Services
RESOLUTION: 4619

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 Maricopa County for the use of city inspectors on the Northern Parkway project.

**Resolution No. 4619 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 MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION INSPECTION SERVICES FOR NORTHERN PARKWAY FROM SARIVAL AVENUE TO DYSART ROAD.**

**It was moved by Frate, and seconded by Lieberman, to pass, adopt and approve Resolution No. 4619 New Series. The motion carried unanimously.**

15. MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR COMMERCIAL VEHICLE ENFORCEMENT MATTERS

PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4620

This is a request for City Council to authorize the City Manager to enter into a memorandum of understanding (MOU) with DPS for commercial vehicle enforcement matters. The MOU will allow the Police Department to access the Arizona Department of Public Safety (DPS) commercial vehicle inspection database.

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a MOU with DPS for commercial vehicle enforcement matters.

**Resolution No. 4620 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 A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY REGARDING COMMERCIAL VEHICLE ENFORCEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.**

**It was moved by Clark, and seconded by Knaack, to pass, adopt and approve Resolution No. 4620 New Series. The motion carried unanimously.**

**NEW BUSINESS**

16. REAPPOINTMENT OF CITY JUDGE
PRESENTED BY: Jim Brown, Acting Human Resources Director

This is a request for the City Council to reappoint City Judge John Burkholder to a four-year term. His current term expires October 31, 2012.

Councilmember Clark commented that in reviewing the materials they received, she did not read anything that made her feel uncomfortable about this appointment. She noted all the materials and letters of recommendation provided speak to the outstanding work he has done for the city. Therefore, Council was very pleased to reappoint him.

Vice Mayor Frate congratulated Judge Burkholder on his reappointment.

Councilmember Martinez also offered his congratulations.

Councilmember Knaack offered her congratulations and added they were very proud to have him as a judge in their city.

Mayor Scruggs thanked Judge Burkholder for his service. She commented it's not always the easiest thing to do but Council knows that he has a real passion for it, his profession, and his service. She commented that he has a great loving family and thanked them for coming here tonight. She thought it was very special that they were all here.

**It was moved by Frate, and seconded by Lieberman, to reappoint City Judge John Burkholder to a four-year term. The motion carried unanimously.**

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**It was moved by Frate, and seconded by Knaack, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, October 16, 2012, to be**

**followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.**

**CITIZEN COMMENTS**

Bill Demski, a Sahuaro resident, explained that everybody agrees they were $1.1 billion in debt but if they add the interest its closer to $2 billion in debt. He talked about foreclosures in his neighborhood which were still happening. He stated he worked for the city for 17 years and knows what it's all about. He said there were a lot of kings and queens working for the city and was talking about Ed Beasley and Alma Carmicle who left the city broke and still received money from the city. He also talked about the 20 police volunteers who received large amounts of overtime pay for the landfill search. He said one received close to $63,000 in overtime pay while another received $42,419. He said the total overtime for this project was $3.8 million in overtime and compensation. He noted now they have to cut out libraries and other services. He stated that on top of all that, the city gave out $85,000 in raises last year and now wants to raise taxes. He indicated people were already being taxed to death with all the city taxes they have to pay. He stated that in 1993, he went to speak with the City Manager and Mayor Scruggs about possible illegal activities and was eventually fired for rocking the boat.

Ken Jones, an Ocotillo resident, stated he attended one of the city's Vote No on Prop 457 meetings last night at Desert Mirage School. He said few people attended the meeting and the city had twice as many staff members as people attending. He noted there were 54 in the building and only 18 citizens came to see what was going on. Therefore, the city had 36 people trying to convince 12 citizens to vote no on Prop 457 since the others had already made up their minds to vote yes. He reiterated that if the city quits giving millions to the Coyotes there won't be any need to have layoffs. He said they only need one Councilmember to change their vote on the Coyotes and stop supporting Mr. Jamison. He explained that supporting the Coyotes means more debt to the city and the inability to restructure their debt with the bond companies.

Bob Stratton, a Yucca resident, stated he was here on behalf of the Glendale Airport Pilots Association to explain their view on the subject of the hangars. He said he was concerned with the management of the airport as it exists. In his mind the airport was on a downward spiral. He talked about the lawsuit the city had to settle in the amount of $2 million. As a result of the lawsuit the FAA was notified of other possible violations which threaten future grant money until the situation is resolved. He said he and many other hangar owners bought their hangars and are not leasing them. He explained that when he and others bought their hangars they were not aware only their airplanes were allowed to be stored in the hangar. He added his hangar was inspected by city personnel on an annual basis and he was told everything was acceptable. He stated that in 2011 a new game plan was formed regarding inspections and storage and ever since then it has been nothing but a disaster. He discussed some harassing letters he has received. In short, the city failed in a lawsuit attempt and the city's problem all of a sudden became the hangar owner's problem which up to then was a non-problem. He said many were very disgruntled and what was once a busy area now has 150 hangars that are empty.

Arthur Thruston, a Cactus resident, stated he would like to reference the Forrest Gump movie and the statement "Stupid is as stupid does" which is a part of all of their lives if they are not

careful. He would like to correct Mr. Ken Jones regarding the figure of $320 million since he recently found out it will not be costing them $25 million a year but $11 million. However, to make up for their stupidity, they have brilliantly tacked on at the end of the arena agreement $375 million to $380 million. He said this was just a bunch of numbers that nobody understands. He said this was simply outrageous. He stated the city has lost every casino court case and still wants to move forward to the Supreme Court which they think they might win. He said it was absurd that they city still wants to continue to fight this even when they have lost every time.

Rod Williams, an Ocotillo resident, stated he was shocked that the internal auditor did not work under the direction of the Council. He commented on the $25 million that was taken from the sanitation fund. He said he was told there was a promissory note to pay back those funds; however, there was no note to be found. He said next year the city was planning to raise water and sewer rates in order to keep their bond rating. He noted this was why people were concerned with some of the Council's actions when money is taken and no one knows about it until something comes up and people start asking questions.

**COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Lieberman reiterated they made a mistake on approving the audit committee. He said he wanted to tell the Cactus citizens he has enjoyed serving them for 21 years. He explained he will only be here for one more Council meeting since his last day working for the city was October 30th and he has resigned effective that date. He believes whoever wins his seat can possibly have an early seating on the Council. He thanked the citizens of Glendale for the great opportunity to serve them faithfully. He will sorely miss his constituents but will not miss working on this Council and was glad he was escaping early.

Vice Mayor Frate stated he was glad to announce that a lot of streets have been paved in the Sahuaro District. He also mentioned a new RV business that recently located to Glendale. He reminded everyone to watch children around water.

Councilmember Martinez invited everyone to an open house on October 20th from 10:00 a.m. to 12:00 noon at the Foothills Library. He explained he was making this change to see if attendance improves. He stated staff will be on hand to answer any questions. He also congratulated new Interim Assistant City Manager Mr. Mehta.

Councilmember Knaack commented on Mr. Jones' remarks that very few people attended the information meeting regarding Prop 457. She stated this was very disheartening to her to see the city making every effort to inform the public on these important issues and the public is just not there. She invited everyone to the next two community meetings to see where the city was regarding these important issues. She encouraged everyone to attend and voice their opinion and hear what the city has to say in this coming election. She also congratulated new Interim Assistant City Manager Mr. Mehta and thanked staff for all their work in these trying times.

Mayor Scruggs stated she would like to speak briefly on a different subject but one that is extremely serious. She had an opportunity to visit the President of the Glendale Arizona Historical Society recently and he told her they were considering very, very seriously stopping

all tours of Sahuaro Ranch Park as well as all of the assistance to the brides that are having their weddings in the Rose Garden because of the dwindling number of volunteers. And the volunteers that they do have have health issues and have said they just can't keep up the pace. One of the things the City of Glendale has that many, many other communities do not have is just a marvelous inventory of historical assets. And everyone has worked hard over the last couple of decades to really save those parts of the community that tell Glendale's history.

Mayor Scruggs continued to preserve them and to keep them open to the public to learn about the city to maybe reminisce about their childhood and so forth. And to think the city is on the verge of maybe no longer being able to offer that to visitors, to residents is just an extraordinarily sad, sad thing. So she was reaching out every way she could and asking others to also think whether they had an interest in giving time to volunteer. It's a beautiful place, the history is great, and it's very rewarding or whether you know somebody who does. And young people are welcome also, high school students or anybody who wants to give even if it's maybe just one Saturday a month or something. If she was reaching anybody here in the audience this evening or listening on television and they had an interest, please call the Mayor's office at 623-930-2260 and leave contact information and the Mayor's office will pass the information on to the Historical Society. This is a need that is needed right now, not a year from now, but right now. And she hoped that anyone listening will say that is something they would really like to do and give it a try. Thank you for listening.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:27 p.m.

_____

Pamela Hanna - City Clerk

# CITY COUNCIL REPORT

Meeting Date: **10/23/2012**
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.

| | | | | |
|---|---|---|---|---|
| **Aviation Advisory Commission** | | | | |
| Marc Terrill | Sahuaro | Appointment | 10/23/2012 | 11/24/2014 |
| **Board of Adjustment** | | | | |
| Barbara Garland | Ocotillo | Appointment | 10/23/2012 | 06/30/2014 |
| William Toops | Barrel | Appointment | 10/23/2012 | 06/30/2014 |
| **Citizens Transportation Oversight Commission** | | | | |
| Gerald Woodman | Yucca | Appointment | 10/23/2012 | 07/25/2014 |
| **Community Development Advisory Committee** | | | | |
| Marcellous Sanders Jr.- Neighborhood Rep. | Ocotillo | Appointment | 10/23/2012 | 07/10/2014 |
| Richard Schwartz | Yucca | Reappointment | 10/23/2012 | 07/01/2014 |
| **Judicial Selection Advisory Board** | | | | |
| Terrance Mead – Chair | Barrel | Appointment | 11/29/2012 | 11/29/2013 |
| Randall Warner – Vice Chair | | Appointment | 11/29/2012 | 11/29/2013 |
| **Planning Commission** | | | | |
| Paul Alexander | Yucca | Appointment | 10/23/2012 | 03/25/2014 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP** |
| 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 Our Lady of Perpetual Help. The event will be held at Our Lady of Perpetual Help located at 5614 West Orangewood Avenue on Friday, October 26, from 4 p.m. to 10 p.m. and Saturday and Sunday, October 27 and 28, 2012, from 7 a.m. to 10 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 three 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 Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP** |

## General Information

Request: Special Event Liquor License

Location: 5614 West Orangewood Avenue

District: Ocotillo

Zoned: R1-6 (Single Family Residential)

Applicant: Blanca Nelly Herrera

Owner: Our Lady of Perpetual Help

## Background

1. The event will be held on Friday, October 26, from 4 p.m. to 10 p.m. and Saturday and Sunday, October 27 and 28, 2012, from 7 a.m. to 10 p.m.

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

3. The purpose of this event is for a fall festival fundraiser.

4. Proceeds from this special event go to Our Lady of Perpetual Help.

## 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 Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** 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)

**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: Our Lady of Pepetual Help
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? Fall Festival
5. Location of the event: 5614 W. Orangewood Glendale Maricopa 85301
   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:** Herrera Blanca Nelly [redacted]
   Last / First / Middle / Date of Birth
7. Applicant's Mailing Address: [redacted]
   Street / City / State / Zip
8. Phone Numbers: ( ) _____ (602) 481-2218 ( ) _____
   Site Owner # / Applicant's Business # / 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: | 10-26-12 | Friday | 4:00 pm | 10:00 pm |
| Day 2: | 10-27-12 | Saturday | 7:00 am | 10:00 pm |
| Day 3: | 10-28-12 | Sunday | 7:00 a.m | 10:00 pm |
| 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 3 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.**

Name Our Lady of Perpetual - 5614 W. Orangewood Gl, AZ 85301 100% Percentage

Address

Name _____ Percentage

Address

(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."

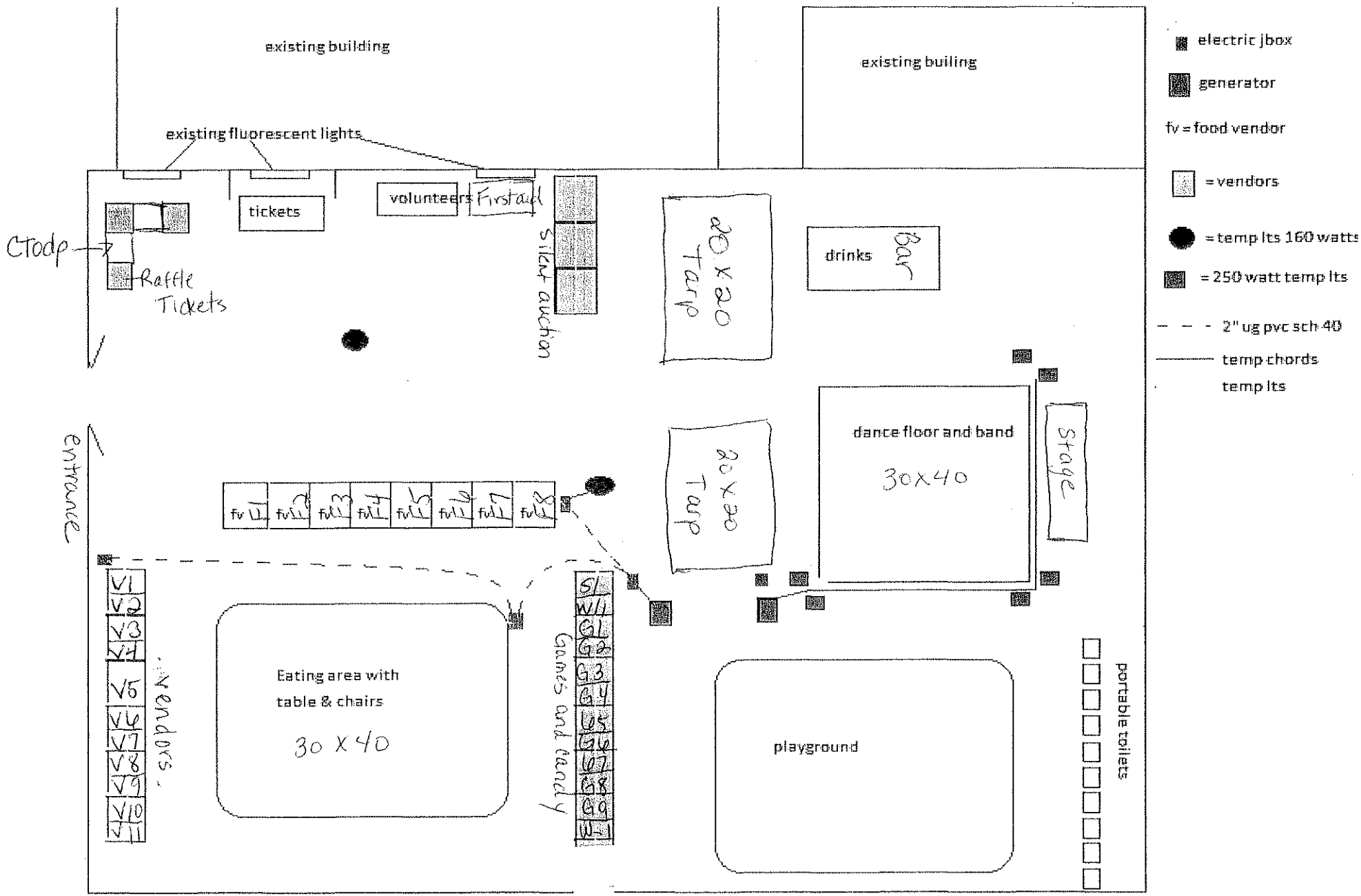
15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3 # Police ☒ Fencing
1 # 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.


existing building
existing building
existing fluorescent lights
tickets
volunteers
First aid
CTodp
Raffle Tickets
silent auction
20 x 20 Tarp
drinks
Bar
20 x 20 Tarp
dance floor and band
30x40
Stage
entrance
fv 1
fv 2
fv 3
fv 4
fv 5
fv 6
fv 7
fv 8
V1
V2
V3
V4
V5
V6
V7
V8
V9
V10
V11
vendors
Eating area with table & chairs
30 X 40
S1
W1
G1
G2
G3
G4
G5
G6
G7
G8
G9
W1
Games and candy
playground
portable toilets
electric jbox
generator
fv = food vendor
= vendors
= temp lts 160 watts
= 250 watt temp lts
2" ug pvc sch 40
temp chords
temp lts

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

18. I, Catherine M. Lucero (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 Catherine M Lucero (Signature) Principal (Title/Position) 9-7-12 (Date) (623) 297-1283 (Phone #)

OFFICIAL SEAL
SOLEDAD Q. DE LA ROSA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 25, 2013

State of Az Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7th (Day) September (Month) 2012 (Year)

My Commission expires on: October 25, 2013 (Date) Soledad Q. de la Rosa (Signature of NOTARY PUBLIC)

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

19. I, Blanca Nelly Herrera (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.

Blanca Nelly Herrera (Signature)

Frances G. Brito
Notary Public
Maricopa County, Arizona
My Comm. Expires 8-15-2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7 (Day) September (Month) 2012 (Year)

My commission expires on: _____ (Date) Frances G Brito (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)

# 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

Event Business Location Name: OLPH Fall Festival

Event Address: 5614 W. Orangewood Glendale, Az 85301

Name of person filling out this form: Blanca N Herrera

Phone Number: 602-481-2218 Address: 7058 W. Palmaire Gl Az 85303

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: Blanca N. Herrera

Phone Number: 602-481-2218 Address: [redacted]

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

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

## Event Sponsor Information

Organization Name: Our Lady of Perpetual Help

Organization Address: 5614 W. Orangewood Glendale Az 85301

Federal ID Number: _____

## Dates & Hours of Event

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 10-26-12 | 4-10pm | Day 6: | | |
| Day 2: | 10-27-12 | 7am-10pm | Day 7: | | |
| Day 3: | 10-28-12 | 7am-10pm | Day 8: | | |
| Day 4: | | | 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 _____

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 _____ 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? 200

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.**

_____ 9/11/12

(Signature of person filing out this form) (Date)

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

ATTACHMENT

12-106

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-25-12**

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: **Our Lady of Perpetual Help**

Business Address: **5614 W. Orangewood Ave**

**Applicant/s Information**

Name: **Herrera, Blanca Nelly**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/25/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | | | |
| Vice Related | | | |
| Drug Related | | | |
| Fights / Assaults | | | |
| Robberies | | | |
| Burglary / Theft | 2 | | |
| 911 calls | | | |
| Trespassing | 1 | | |
| Accidents | | | |
| Fraud / Forgery | | | |
| Threats | | | |
| Criminal damage | | | |
| Other non-criminal* | 1 | | |
| Other criminal | | | |
| Total calls for service | 4 | 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:**

Proceeds from this special event go to the Our Lady of Perpetual Help (religious group).

Event dates are scheduled for 10-26-12 (Fri), 10-27-12 (Sat), 10-28-12 (Sun). Fall Festival.

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 | 9-25-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SHB | 9/26/2012 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, HORSES HELP FOUNDATION, INC.** |
| 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 the Horses Help Foundaion, Inc. The event will be held at University of Phoenix Stadium's Great Lawn located at 1 North Cardinals Drive on Saturday, October 27, 2012, from 9 a.m. to 5 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 Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, HORSES HELP FOUNDATION, INC.** |

## General Information

Request: Special Event Liquor License

Location: 1 North Cardinals Drive

District: Yucca

Zoned: PAD

Applicant: Gregg Stephen Goodman

Owner: Horses Help Foundation, Inc.

## Background

1. The event will be held on Saturday, October 27, 2012, from 9 a.m. to 5 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 at the KOOL FM Classic Car Show.

4. Proceeds from this special event go to the Arizona Cardinals Football Club, the Horses Help Foundation, Inc., 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 Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** 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, 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: Horses Help Foundation, Inc.
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 Horses help & an economic impact event for the City of Glendale
5. Location of the event: University of Phoenix Stadium's Great Lawn | 1 Cardinals Drive Glendale, AZ | 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**: Gossman (Last) | Gregg (First) | Stephen (Middle) | [redacted] (Date of Birth)
7. Applicant's Mailing Address: [redacted] (Street | City | State | Zip)
8. Phone Numbers: (602) 321-1699 (Site Owner #) | (602) 569-6056 (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: | 10/27/12 | Saturday | 9:00 AM | 5:00 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 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 THE SPECIAL EVENT LIQUOR SALES.**

Name Arizona Cardinals Football Club — 47% Percentage

Address 8701 S Hardy Drive Tempe, AZ 85284

Name Horses Help Foundation, Inc. — 25% Percentage

Address 2601 E. Rose Garden Phoenix, AZ 85050

(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
4 # Security personnel ☑ Barriers

SAFE Security will provide 4 guards during show hours

Rojo Hospitality Group will have and alcohol compliance team scheduled from Ethical Equations to monitor alcohol sales and consumption

Great Lawn will be enclosed with security fencing

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.

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

18. I, Gregg Stephen Goodman (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) Exec Director (Title/Position) 9-21-2012 (Date) (602) 569-6056 (Phone #)

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

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 09. (Day) 21 (Month) 2012 (Year)

My Commission expires on: 01.08.2015 (Date) _____ (Signature of NOTARY PUBLIC)

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

19. I, Gregg Stephen Goodman (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)

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

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 09. (Day) 21. (Month) 2012 (Year)

My commission expires on: 01.08.2015 (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)

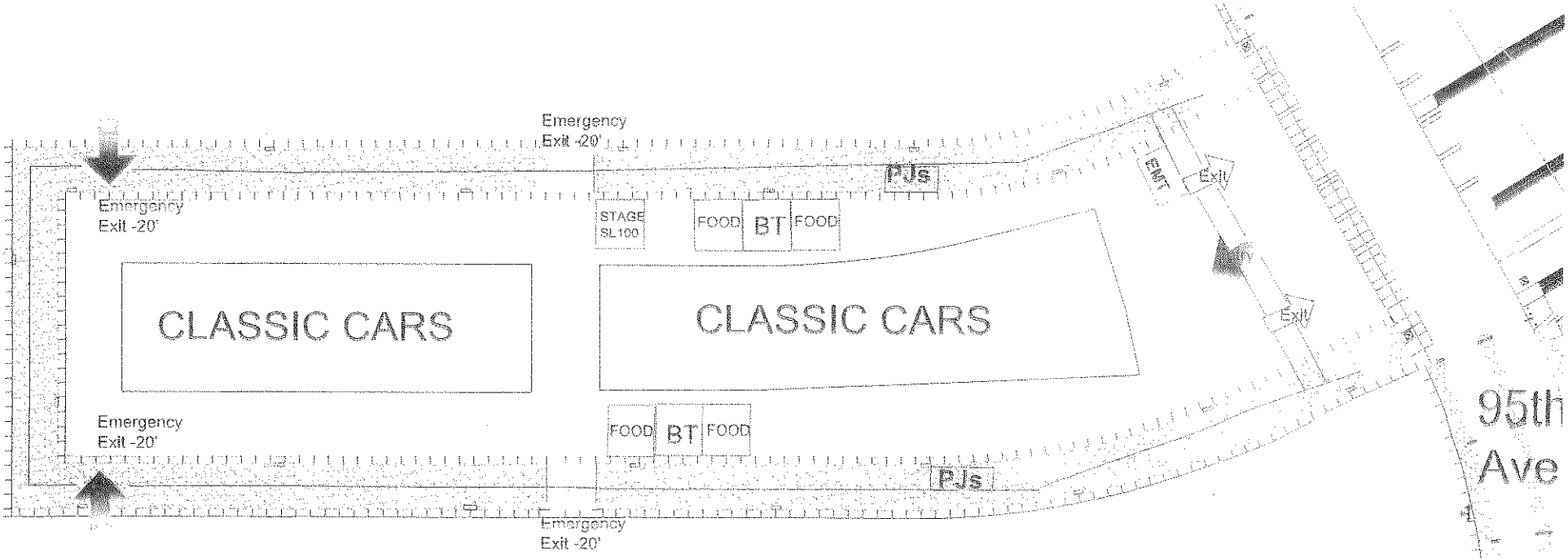
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

**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**




# KOOL-FM CLASSIC CAR SHOW
## Parking - Carparks Orange Lot

'BT' Beer Truck

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

# SPECIAL EVENT LIQUOR APPLICATION

**FOR CITY USE ONLY**

☐ L15 ☐ L16

Amount Due: _____

**Account #**

Event Business Location Name: KOOL FM CLASSIC CAR SHOW @ UNIVERSITY OF PHOENIX STADIUM

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

Name of person filling out this form: MIKE STEVENSON - ROJO HOSPITALITY GROUP

Phone Number: [redacted] 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: _____

Phone Number: _____ Address: _____

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

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

Organization Name: NANCY PERRY PRODUCTIONS LLC

Organization Address: 5115 W. BELL RD SUITE C GLENDALE AZ 85308

Federal ID Number: [redacted]

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 10-27-12 | 9am - 5pm | 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 $_____

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#

Will there be fencing? ☑ Yes ☐ No

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

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

Is Parking Area Exclusively for this Location? ☑ Yes ☐ No If yes: How many parking spaces? 3243

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 ?_____

**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.***

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) 10-3-12 (Date)

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

ATTACHMENT

12-113

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-25-12**

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: **Horses Help Foundation, Inc.**

Business Address: **2601 E. Rose Garden, Phoenix, AZ (Event at U of P Stadium, Great Lawn)**

**Applicant/s Information**

Name: **Goodman, Gregg Stephen**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/25/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 4 | | |
| Vice Related | | | |
| Drug Related | 4 | | |
| Fights / Assaults | 48 | | |
| Robberies | | | |
| Burglary / Theft | 33 | | |
| 911 calls | 1 | | |
| Trespassing | 19 | | |
| Accidents | 7 | | |
| Fraud / Forgery | 18 | | |
| Threats | | | |
| Criminal damage | 9 | | |
| Other non-criminal* | 46 | | |
| Other criminal | 32 | | |
| Total calls for service | **221** | **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:**

Proceeds from this special event go to the Horses Help Foundation, Inc (Charitable group), Arizona Cardinals Football Club, Rojo Hospitality Group LLC.

Event date scheduled for 10-27-12 (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 | 9-25-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | 5213 | 9/26/2012 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 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. Helen Council 11738 Knights of Columbus. The event will be held at St. Helen's Social Center located at 5510 West Cholla Street on Saturday, October 27, 2012, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a fund raiser.

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 two 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 Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 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. Helen Council 11738 Knights of Columbus

## Background

1. The event will be held on Saturday, October 27, 2012, from 6:00 p.m. to 11:00 p.m.

2. The total number of days expended by this applicant will be two out of the allowed 10 days per calendar year. St. Helen Council 11738 Knights of Columbus was previously approved for an event on August 25, 2012.

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

## 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 Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** 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 Helen Council 11738 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? Fund Raiser

5. Location of the event: 5510 W. Cholla St, Glendale, Maricopa Co, 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 / Donna / J. / [redacted] / [redacted]
   Last / First / Middle / 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: | 10/27/2012 | 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: | | | | |



***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 2 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. HELEN COUNCIL 11738 | CHARITABLE ACTIVITIES | 100% |
| 5510 W. CHOLLA ST, GLENDALE, AZ 85304 | | |

(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

_____

_____

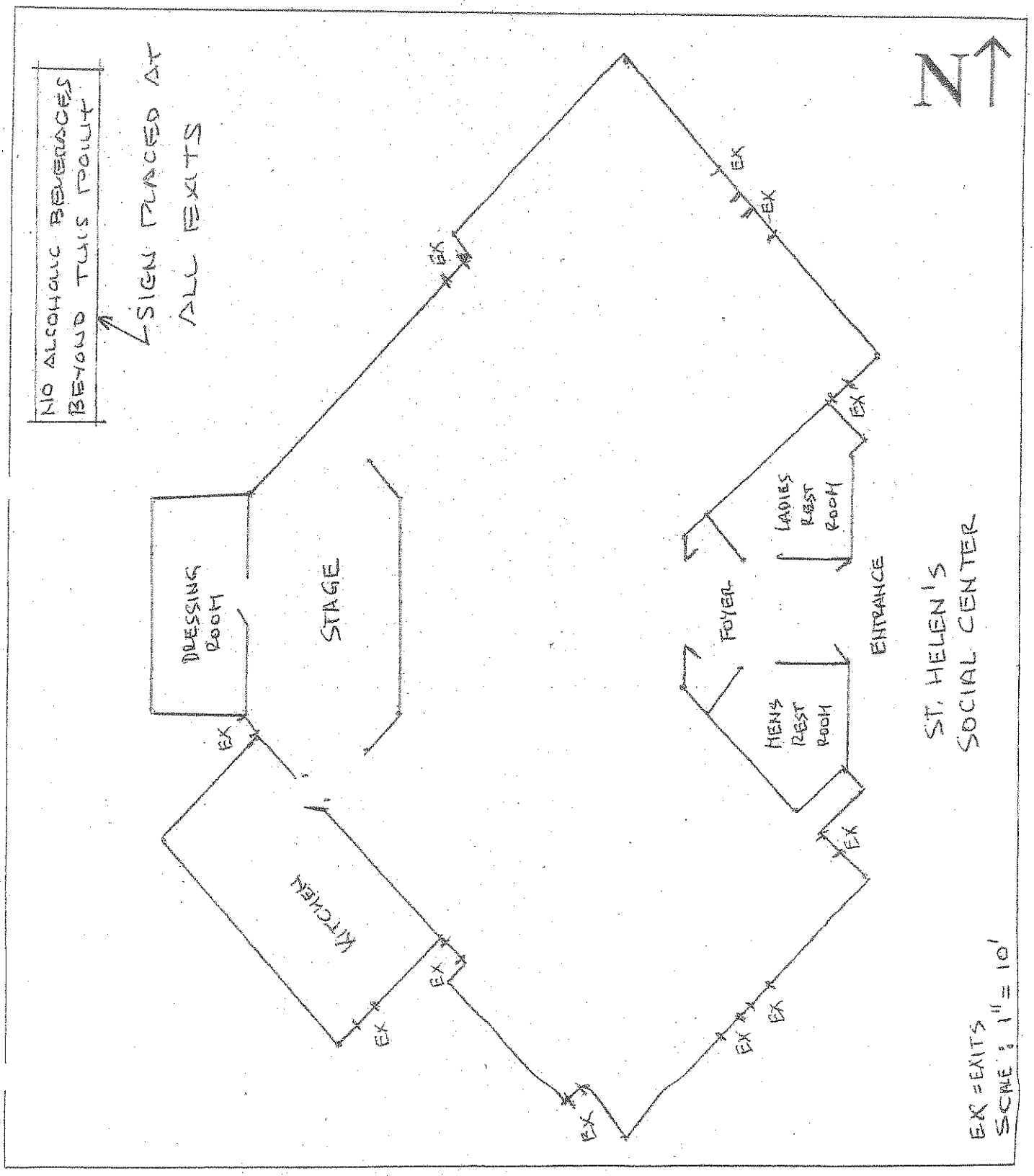
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
**(ATTACH COPY OF AGREEMENT)**

_____ (_____) _____
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
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Donald J Gorny (Signature) PGK, FS (Title/Position) 9/27/12 (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
27th (Day) September (Month) 2012 (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
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Donald J Gorny (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
27th (Day) September (Month) 2012 (Year)

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

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 HELEN COUNCIL 11738 KNIGHTS of COLUMBUS

Event Address: 5510 W. CHOLLA ST

Name of person filling out this form: DONALD J. GOTZNY [redacted]

Phone Number: [redacted] 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. HELEN COUNCIL 11738

Organization Address: SAME AS ABOVE

Federal ID Number: [redacted]

**Dates & Hours of Event**

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 10/27/12 | 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 $_____

Live Entertainment ☑ Yes ☐ No If yes, Type 4 PC BAND

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 _____ 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.**

Donald J Harry

(Signature of person filling out this form)

9/27/2012

(Date)

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

ATTACHMENT

12-114

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-27-12**

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. Helen's Council #11738)**

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: 9/27/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | | | |
| Vice Related | | | |
| Drug Related | | | |
| Fights / Assaults | | | |
| Robberies | | | |
| Burglary / Theft | 3 | | |
| 911 calls | | | |
| Trespassing | | | |
| Accidents | | | |
| Fraud / Forgery | | | |
| Threats | | | |
| Criminal damage | 2 | | |
| Other non-criminal* | 3 | | |
| Other criminal | | | |
| Total calls for service | **8** | **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 (St. Helen's Council #11738). This Special Event License is for a Fundraiser.

Event is scheduled for 10-27-12 (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 | 9-27-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney Harold Brady | | |
| Chief of Police or designee | SA43 | 10/1/2012 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE SPECIAL EVENTS DIVISION** |
| Staff Contact: | **Susan Matousek, Revenue Administrator** |

## Purpose and Recommended Action

This is a request for City Council to approve four special event liquor licenses for the City of Glendale Special Events Division to produce Glendale's 2012-13 signature festival season. The following events will be held in downtown Glendale, located at 58th Avenue and Glenn Drive.

1. Glendale Glitters Spectacular Weekend:
   Friday, November 23, 2012, from 5-10 p.m.
   Saturday, November 24, 2012, from 5-10 p.m.
2. Glendale's Winter Wonderland:
   Friday, December 7, 2012, from 6-10 p.m.
   Saturday, December 8, 2012, from 6-10 p.m.
3. Glendale Glitter & Glow Block Party:
   Saturday, January 12, 2013, from 4-10 p.m.
4. Glendale's Chocolate Affaire:
   Friday, February 8, 2013, from 5-10 p.m.
   Saturday, February 9, 2013, from 10 a.m.-10 p.m.
   Sunday, February 10, 2013, from noon-5 p.m.

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 10 of the allowed 10 days for the 2012 calendar year and four days of the allowed 10 days for the 2013 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 Planning, Police, and Fire Departments have reviewed these applications and determined that it meets all technical requirements.

# CITY COUNCIL REPORT

## Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report

# STAFF REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **SPECIAL EVENT LIQUOR LICENSES, CITY OF GLENDALE SPECIAL EVENTS DIVISION** |

## General Information

Request: Special Event Liquor Licenses

Location: Downtown Glendale located at 58th Avenue and Glenn Drive

District: Ocotillo

Zoned: C-2 (General Commercial)

Applicant: Jerry P. McCoy

Owner: City of Glendale

## Background

1. The special event liquor licenses will cover the following City of Glendale festivals.

   Glendale Glitters Spectacular Weekend:
   Friday, November 23, 2012, from 5-10 p.m.
   Saturday, November 24, 2012, from 5-10 p.m.
   Glendale's Winter Wonderland:
   Friday, December 7, 2012, from 6-10 p.m.
   Saturday, December 8, 2012, from 6-10 p.m.
   Glendale Glitter & Glow Block Party:
   Saturday, January 12, 2013, from 4-10 p.m.
   Glendale's Chocolate Affaire:
   Friday, February 8, 2013, from 5-10 p.m.
   Saturday, February 9, 2013, from 10 a.m.-10 p.m.
   Sunday, February 10, 2013, from noon-5 p.m.

2. If these applications are approved, the total number of days expended by this applicant will be 10 of the allowed 10 days for the 2012 calendar year and four of the allowed 10 days for the 2013 calendar year.

3. The purpose of these liquor licenses are for fundraisers.

4. The proceeds for these special events go to the City of Glendale and the Civic Pride Ambassadors.

## 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 Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** Approved the applications with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the applications 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 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)

**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: City of Glendale Special Events Department
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? Glendale Glitters Spectacular Weekend
5. Location of the event: 58th Ave and Glenn Drive (Address of physical location (Not P.O. Box)) Glendale (City) Maricopa (County) 85301 (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:** McCoy (Last) Jerry (First) P. (Middle) [redacted] (Date of Birth)
7. Applicant's Mailing Address: 5800 W. Glenn Dr Suite 150 (Street) Glendale (City) AZ (State) 85301 (Zip)
8. Phone Numbers: (623) 930-2964 (Site Owner #) (623) 930-2964 (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: | November 23, 2012 | Friday | 5:00PM | 10:00PM |
| Day 2: | November 24, 2012 | Saturday | 5:00PM | 10:00PM |
| 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 EIGHT 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 City of Glendale — 50% Percentage

Address 5800 W. Glenn Dr Suite 150. Glendale, AZ 85301

Name Civic Pride Ambassadors — 50% Percentage

Address PO Box 8032, Glendale, AZ 85312

(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)

4 # Police ☑ Fencing
6 # Security personnel ☐ Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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)**

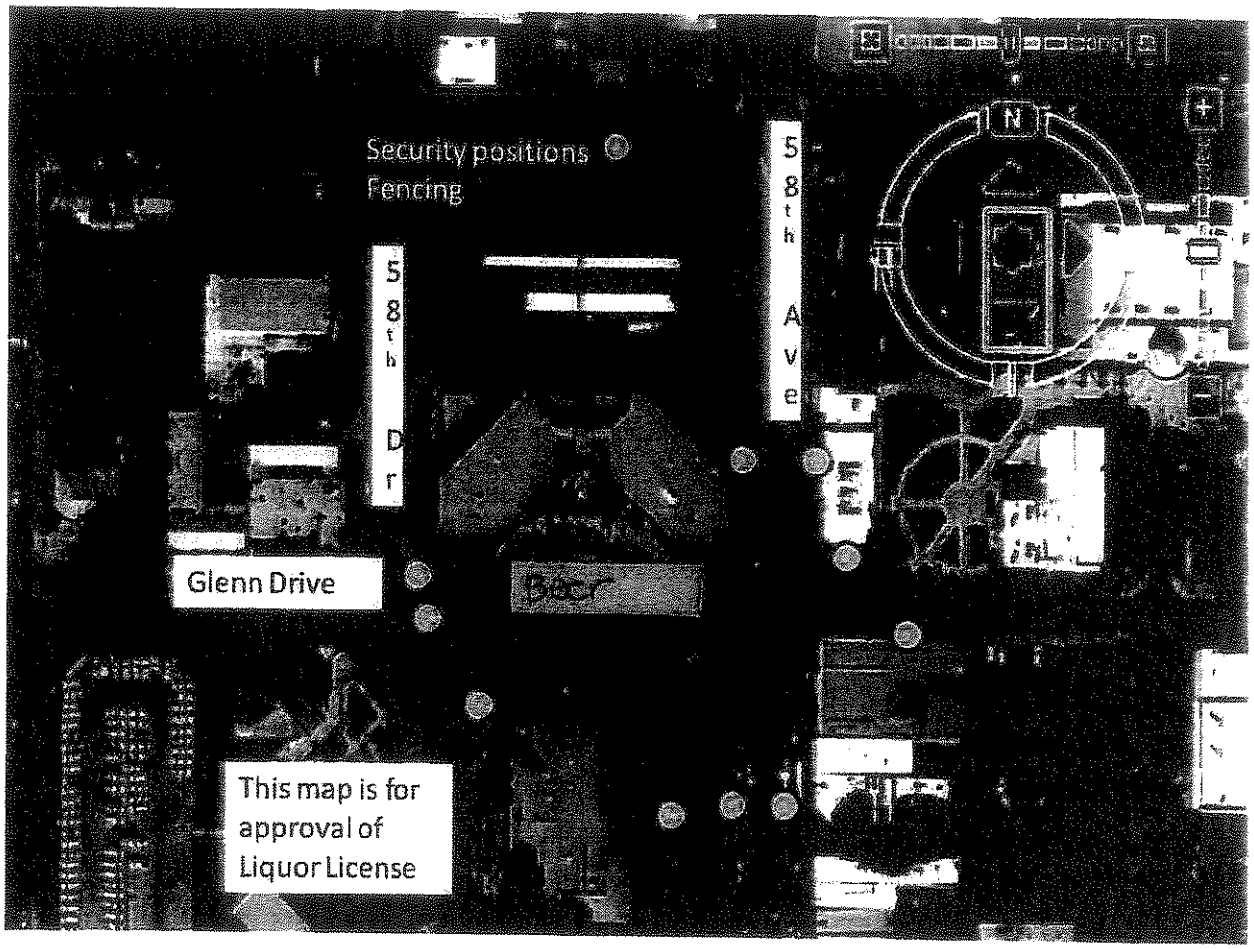
Name of Business ( ) Phone Number

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.

N↑



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

18. I, Julie Frisoni (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 Julie Frisoni (Signature) | Executive Communications Director (Title/Position) | 8/29/12 (Date) | (623 930 2962) (Phone #)

ANDREA ENCINAS State of Arizona
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 19, 2015

The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My Commission expires on: Aug 19, 2015 (Date) | Andrea Encinas (Signature of NOTARY PUBLIC)

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

19. I, Jerry McCoy (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 Jerry McCoy (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My commission expires on: August 19, 2015 (Date) | Andrea Encinas (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)

# 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 #**

Glendale Glitters Spectacular Weekend.

**Event Information**

Event Business Location Name: Downtown Glendale

Event Address: 5800 W. Glenn Dr. 58th Ave & Glenn Dr.

Name of person filling out this form: Heidi McCarthy

Phone Number: 623 930 3043 Address: 5800 W Glenn Dr #150.

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other Employee

*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: City of Glendale

Organization Address: 5800 W. Glenn Dr. #150.

Federal ID Number: [redacted]

**Dates & Hours of Event**

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 11/23/12 | 5-10pm | Day 6: | | |
| Day 2: | 11/24/12 | 5-10pm | 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 $_____

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 Metal Height of Fence 3'

Number of Exit Gates 10 Width of Exit Gate(s) 4'

**Event Parking**

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

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? unknown at this time

**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 We will

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.**

Heidi McEntire 9/10/12

(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

# 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)

**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: City of Glendale Special Events Department
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? Glendale's Winter Wonderland
5. Location of the event: 58th Ave and Glenn Drive | Glendale | Maricopa | 85301
   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:** McCoy | Jerry | P. | [redacted]
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: 5800 W. Glenn Dr Suite 150 | Glendale | AZ | 85301
   Street | City | State | Zip
8. Phone Numbers: (623) 930-2964 Site Owner # | (623) 930-2964 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: | December 7, 2012 | Friday | 6:00PM | 10:00PM |
| Day 2: | December 8, 2012 | Saturday | 6:00PM | 10:00PM |
| 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 TEN 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 City of Glendale — 50% Percentage

Address 5800 W. Glenn Dr Suite 150. Glendale, AZ 85301

Name Civic Pride Ambassadors — 50% Percentage

Address PO Box 8032, Glendale, AZ 85312

(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)

4 # Police ☑ Fencing
6 # Security personnel ☐ Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

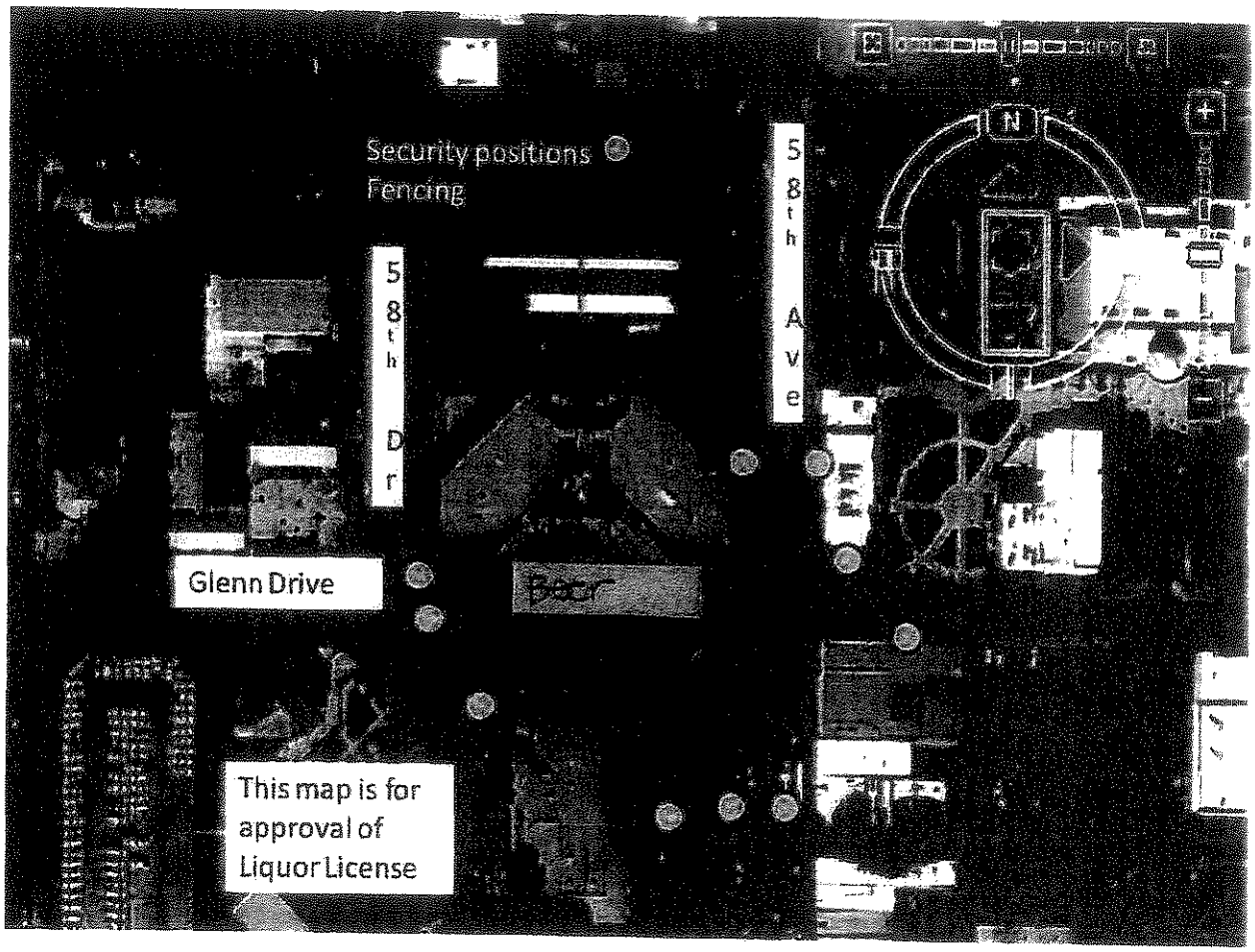
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
**(ATTACH COPY OF AGREEMENT)**

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, Julie Frisoni (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 Julie Frisoni (Signature) Executive Communications Director (Title/Position) 8/29/12 (Date) (623)930-2962 (Phone #)

ANDREA ENCINAS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 19, 2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My Commission expires on: August 19, 2015 (Date) Andrea Encinas (Signature of NOTARY PUBLIC)

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

19. I, Jerry McCoy (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 Jerry McCoy (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My commission expires on: August 19, 2015 (Date) Andrea Encinas (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)

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

# SPECIAL EVENT LIQUOR APPLICATION

**FOR CITY USE ONLY**

☐ L15 ☐ L16

Amount Due: _____

**Account #**

## Event Information

Glendale's Winter Wonderland.

Event Business Location Name: Downtown Glendale

Event Address: 5800 W. Glenn Dr. 59th Ave & Glenn Dr.

Name of person filling out this form: Heidi McCarthy

Phone Number: 623 930 3043 Address: 5800 W Glenn Dr #150.

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other employee

*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: City of Glendale

Organization Address: 5800 W. Glenn Dr. #150.

Federal ID Number: [redacted]

## Dates & Hours of Event

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 12/7/12 | 6-10pm | Day 6: | | |
| Day 2: | 12/8/12 | 6-10pm | 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 $_____

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 Metal Height of Fence 3'

Number of Exit Gates 10 Width of Exit Gate(s) 4'

**Event Parking**

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

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 ? unknown at this time

**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 We will

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.**

Heidi McEthy

(Signature of person filling out this form)

9/10/12

(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 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)

**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: City of Glendale Special Events Department
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? Glendale Glitter & Glow Block Party
5. Location of the event: 58th Ave and Glenn Drive | Glendale | Maricopa | 85301
   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:** McCoy | Jerry | P. | [redacted]
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: 5800 W. Glenn Dr Suite 150 | Glendale | AZ | 85301
   Street | City | State | Zip
8. Phone Numbers: (623) 930-2964 Site Owner # | (623) 930-2964 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: | January 12, 2013 | Saturday | 4:00 PM | 10:00PM |
| 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 ONE 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 City of Glendale — 50% Percentage

Address 5800 W. Glenn Dr Suite 150. Glendale, AZ 85301

Name Civic Pride Ambassadors — 50% Percentage

Address PO Box 8032, Glendale, AZ 85312

(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.
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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)

4 # Police ☑ Fencing
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3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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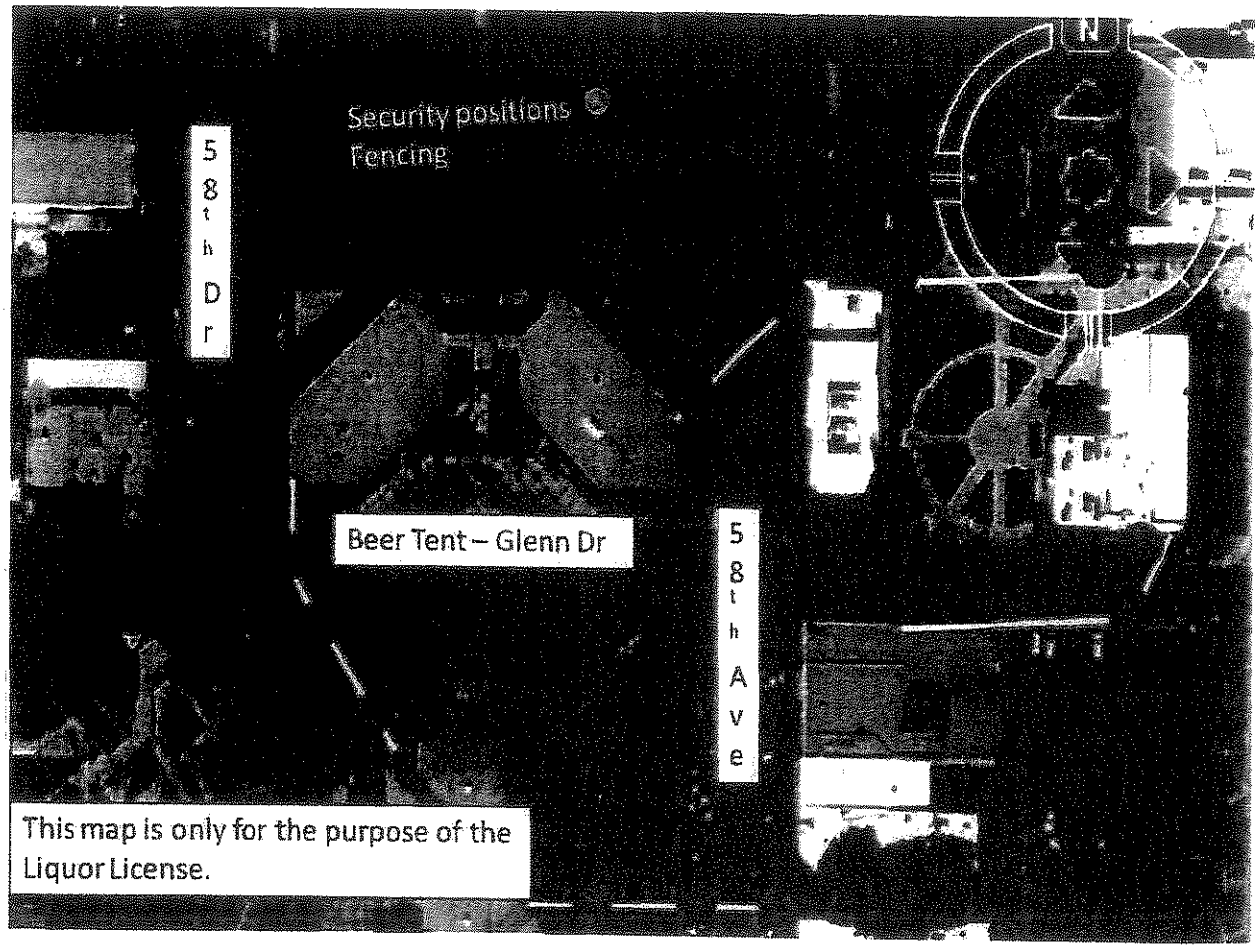
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
**(ATTACH COPY OF AGREEMENT)**

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, Julie Frisoni (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 Julie Frisoni (Signature) | Executive Communications Director (Title/Position) | 8/29/12 (Date) | 623 930 3962 (Phone #)

ANDREA ENCINAS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 19, 2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th September 2012 (Day / Month / Year)

My Commission expires on: August 19, 2015 (Date) Andrea Encinas (Signature of NOTARY PUBLIC)

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

19. I, Jerry McCoy (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 Jerry McCoy (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th September 2012 (Day / Month / Year)

My commission expires on: August 19, 2015 (Date) Andrea Encinas (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)

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

# SPECIAL EVENT LIQUOR APPLICATION

**FOR CITY USE ONLY**

☐ L15 ☐ L16

Amount Due: _____

**Account #**

Glendale Glittert Glow Block Party

**Event Information**

Event Business Location Name: Downtown Glendale

Event Address: 5800 W. Glenn Dr. 57th Ave & Glenn Dr.

Name of person filling out this form: Heidi McCarthy

Phone Number: 623 930 3043 Address: 5800 W Glenn Dr #150.

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other Employee

*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: City of Glendale

Organization Address: 5800 W. Glenn Dr. #150.

Federal ID Number: [redacted]

**Dates & Hours of Event**

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 1/12/13 | 4-10pm. | 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 $_____

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 Metal Height of Fence 3'

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

**Event Parking**

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

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 ? unknown at this time

**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 We will

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.**

Heidi McCarthy
(Signature of person filling out this form)

9/10/12
(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 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)

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****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: City of Glendale Special Events Department
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? Glendale's Chocolate Affaire
5. Location of the event: 58th Ave and Glenn Drive | Glendale | Maricopa | 85301
   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:** McCoy | Jerry | P. | [redacted]
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: 5800 W. Glenn Dr Suite 150 | Glendale | AZ | 85301
   Street | City | State | Zip
8. Phone Numbers: (623) 930-2964 Site Owner # | (623) 930-2964 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: | February 8, 2013 | Friday | 5:00 PM | 10:00PM |
| Day 2: | February 9, 2013 | Saturday | 10:00 AM | 10:00 PM |
| Day 3: | February 10, 2013 | Sunday | `Noon | 5:00 pm |
| Day 4: | | | | |
| Day 5: | | | | |
| Day 6: | | | | |
| Day 7: | | | | |
| Day 8: | | | | |
| Day 9: | | | | |
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Name City of Glendale — 50% Percentage

Address 5800 W. Glenn Dr Suite 150. Glendale, AZ 85301

Name Civic Pride Ambassadors — 50% Percentage

Address PO Box 8032, Glendale, AZ 85312

(Attach additional sheet if necessary)

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(List type and number of security/police personnel and type of fencing or control barriers if applicable)

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**(ATTACH COPY OF AGREEMENT)**

Name of Business ( ) Phone Number

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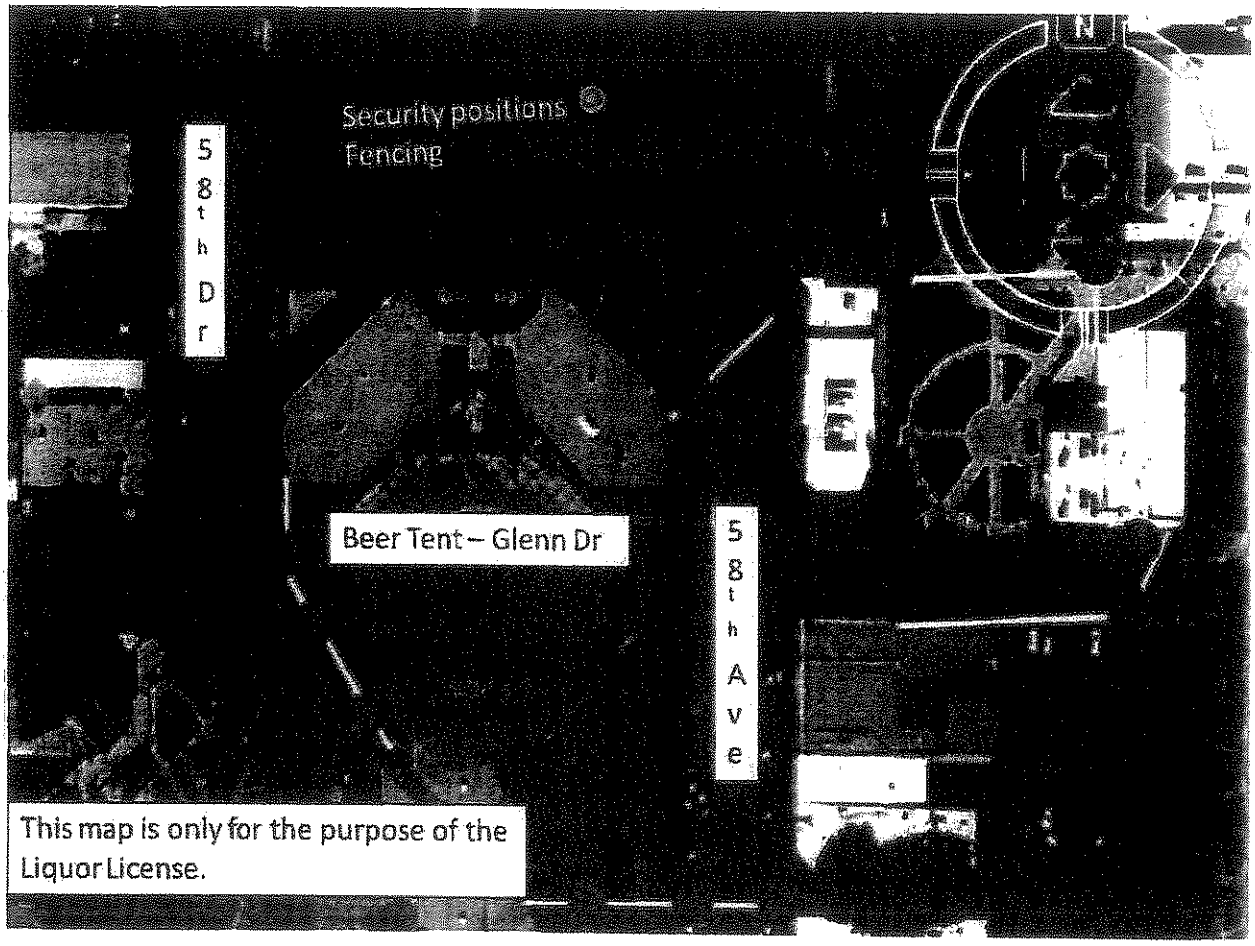
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Julie Frisoni (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 Julie Frisoni (Signature) | Executive Communications Director (Title/Position) | 8/29/12 (Date) | 623 930 3962 (Phone #)

ANDREA ENCINAS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 19, 2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My Commission expires on: August 19, 2015 (Date) Andrea Encinas (Signature of NOTARY PUBLIC)

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

19. I, Jerry McCoy (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 Jerry McCoy (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 6th (Day) September (Month) 2012 (Year)

My commission expires on: August 19, 2015 (Date) Andrea Encinas (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)

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

# SPECIAL EVENT LIQUOR APPLICATION

**FOR CITY USE ONLY**

☐ L15 ☐ L16

Amount Due: _____

**Account #**

Glendale's Chocolate affaire

## Event Information

Event Business Location Name: Downtown Glendale

Event Address: 5800 W. Glenn Dr. 58th Ave & Glenn Dr.

Name of person filling out this form: Heidi McCarthy

Phone Number: 623 930 3043 Address: 5800 W Glenn Dr #150.

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☒ Other Employee

*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: City of Glendale

Organization Address: 5800 W. Glenn Dr. #150.

Federal ID Number: [redacted]

## Dates & Hours of Event

| | Date | Hours | | Date | Hours |
|---|---|---|---|---|---|
| Day 1: | 2/8/13 | 5-10pm | Day 6: | | |
| Day 2: | 2/9/13 | 10a-10pm | Day 7: | | |
| Day 3: | 2/10/13 | Noon-5pm | Day 8: | | |
| Day 4: | | | 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 _____

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 Metal Height of Fence 3'

Number of Exit Gates 12 Width of Exit Gate(s) 6'

**Event Parking**

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

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? unknown at this time

**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 We will

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.**

Heidi McEthny 9/10/12

(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

12-101

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-21-12**

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: **City of Glendale**

Business Address: **5850 W. Glendale Ave (Glendale Glitters Spectacular Weekend)**

**Applicant/s Information**

Name: **McCoy, Jerry P.**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/21/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 1 | | |
| Vice Related | | | |
| Drug Related | 1 | | |
| Fights / Assaults | 1 | | |
| Robberies | | | |
| Burglary / Theft | 1 | | |
| 911 calls | 11 | | |
| Trespassing | 3 | | |
| Accidents | 5 | | |
| Fraud / Forgery | 7 | | |
| Threats | | | |
| Criminal damage | 1 | | |
| Other non-criminal* | 14 | | |
| Other criminal | | | |
| Total calls for service | 45 | 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:**

Proceeds from this special event go to the Civic Pride Ambassadors and the City of Glendale.

Event is scheduled for 11-23-12 (Fri), 11-24-12 (Sat) (Glendale Glitters Spectacular Weekend).

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 | 9-21-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SM | 9/21/2012 |

12-102

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-21-12**

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: **City of Glendale**

Business Address: **5850 W. Glendale Ave (Glendale's Winter Wonderland)**

## Applicant/s Information

Name: **McCoy, Jerry P.**

Name:

Name:

Name:

## Background investigation of applicant/s completed.

| Calls for Service History: | Call history for location beginning: 9/21/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 1 | | |
| Vice Related | | | |
| Drug Related | 1 | | |
| Fights / Assaults | 1 | | |
| Robberies | | | |
| Burglary / Theft | 1 | | |
| 911 calls | 11 | | |
| Trespassing | 3 | | |
| Accidents | 5 | | |
| Fraud / Forgery | 7 | | |
| Threats | | | |
| Criminal damage | 1 | | |
| Other non-criminal* | 14 | | |
| Other criminal | | | |
| Total calls for service | 45 | 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:**

Proceeds from this special event go to the Civic Pride Ambassadors and the City of Glendale.

Event is scheduled for 12-07-12 (Fri), 12-08-12 (Sat) (Glendale's Winter Wonderland).

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 | 9-21-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | | 9/21/2012 |

12-103

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-21-12**

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: **City of Glendale**

Business Address: **5850 W. Glendale Ave (Glendale Glitter & Glow Block Party)**

## Applicant/s Information

Name: **McCoy, Jerry P.**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/21/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 1 | | |
| Vice Related | | | |
| Drug Related | 1 | | |
| Fights / Assaults | 1 | | |
| Robberies | | | |
| Burglary / Theft | 1 | | |
| 911 calls | 11 | | |
| Trespassing | 3 | | |
| Accidents | 5 | | |
| Fraud / Forgery | 7 | | |
| Threats | | | |
| Criminal damage | 1 | | |
| Other non-criminal* | 14 | | |
| Other criminal | | | |
| Total calls for service | 45 | 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:**

Proceeds from this special event go to the Civic Pride Ambassadors and the City of Glendale.

Event is scheduled for 01-12-13 (Sat) (Glendale Glitter & Glow Block Party).

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 | 9-21-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SZB | 9/21/2012 |

12-104

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-21-12**

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: **City of Glendale**

Business Address: **5850 W. Glendale Ave (Glendale's Chocolate Affaire)**

**Applicant/s Information**

Name: **McCoy, Jerry P.**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/21/2011 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 1 | | |
| Vice Related | | | |
| Drug Related | 1 | | |
| Fights / Assaults | 1 | | |
| Robberies | | | |
| Burglary / Theft | 1 | | |
| 911 calls | 11 | | |
| Trespassing | 3 | | |
| Accidents | 5 | | |
| Fraud / Forgery | 7 | | |
| Threats | | | |
| Criminal damage | 1 | | |
| Other non-criminal* | 14 | | |
| Other criminal | | | |
| Total calls for service | 45 | 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:**

Proceeds from this special event go to the Civic Pride Ambassadors and the City of Glendale.

Event is scheduled for 02-08-13 (Fri), 02-09-12 (Sat), 02-10-13 (Sun) (Glendale's Chocolate Affaire).

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 | 9-21-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | 5213 | 9/21/2012 |

# CITY COUNCIL REPORT

Meeting Date: **10/23/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 1-43280, THE GLENDALE PUBLIC MARKET**
Staff Contact: **Susan Matousek, Revenue Administrator**

## Purpose and Recommended Action

This is a request for City Council to approve a person-to-person, location-to-location transferable series 7 (Bar - Beer and Wine) license for The Glendale Public Market located at 5650 North 55th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070360) was submitted by Travis Allen Brown.

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 Ocotillo District. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 18,278. This series 7 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

| Series | Type | Quantity |
|---|---|---|
| 06 | Bar - All Liquor | 8 |
| 07 | Bar - Beer and Wine | 1 |
| 09 | Liquor Store - All Liquor | 4 |
| 10 | Liquor Store - Beer and Wine | 14 |
| 12 | Restaurant | 3 |
| 14 | Private Club | 1 |
| | **Total** | **31** |

The City of Glendale Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **LIQUOR LICENSE NO. 1-43280, THE GLENDALE PUBLIC MARKET** |

## General Information

Request: Person-to-Person, Location-to-Location Transferable

License: Series 7 (Bar - Beer and Wine)

Location: 5650 North 55th Avenue

District: Ocotillo

Zoned: M-2 (Heavy Industrial)

Applicant: Travis Allen Brown

Owner: SYUFY Properties, Inc.

## Background

At the May 22, 2012 Meeting, City Council recommended denial to the Arizona Department of Liquor Licenses and Control for a Series 7 (Bar – Beer and Wine) license for this location based on the Police Department's concerns. The applicant's intended use of the liquor license was for their Public Market business not the Drive-in Movie Theater business; however the Glendale Public Market is a secondary business with the primary business purpose being the Drive-in Movie Theater. In an attempt to work with the applicant, discussions occurred involving stipulating days and times, as well as isolating an area on the property in which the alcohol could be sold and consumed, however state law doesn't allow for an Arizona State Liquor License to have stipulations and the map of the site, as presented to Council that evening, was the map submitted with the application to the Arizona Dept. of Liquor Licenses and Control and included the entire site.

After Council's recommendation, the applicant withdrew their application with the State before being heard by the State Liquor Board. The applicant has since resubmitted an application to the State with a revised site plan isolating an area on the premises in which alcohol can be sold and consumed. This new submittal has satisfied the Police Department's concerns and therefore staff is recommending approval of this liquor license.

1. The population density is 18,278 persons within a one-mile radius.

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

3. This series 7 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

## Citizen Participation to Date

No protests were received during the 20-day posting period, September 4 through September 24, 2012.

## 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, location-to-location transferable series 7 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

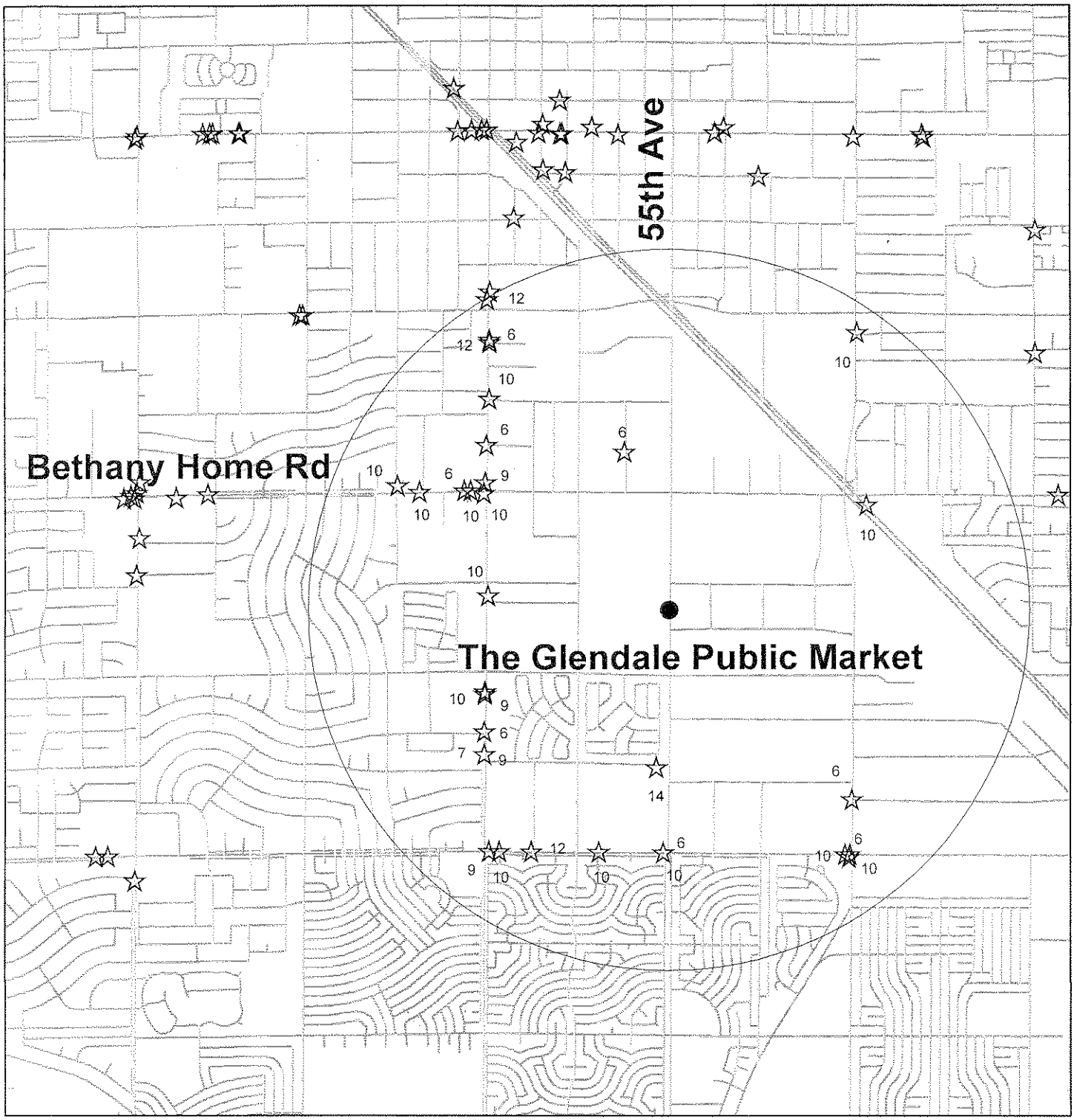
**PLANNING DEPARTMENT:** Approved the application with no comments.

**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:** The Glendale Public Market

**LOCATION:** 5650 N. 55th Avenue

**ZONING:** M-2

**APPLICANT:** Travis Allen Brown

**APPLICATION NO:** 1-43280

**SALES TAX AND LICENSE DIVISION**
**CITY OF GLENDALE, AZ**

12-99

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-19-12**

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 Location 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: **The Glendale Public Market**

Business Address: **5650 N. 55th Ave**

**Applicant/s Information**

Name: **Brown, Travis Allen**
Name: **Doolittle, Samuel James**
Name: **Syufy, Joseph Edward**
Name: **McCullough, Andrew Cuyugan**

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/19/2007 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | 5 | | |
| Vice Related | | | |
| Drug Related | 6 | | |
| Fights / Assaults | 11 | | |
| Robberies | 2 | | |
| Burglary / Theft | 58 | | |
| 911 calls | 1 | | |
| Trespassing | 18 | | |
| Accidents | 7 | | |
| Fraud / Forgery | 9 | | |
| Threats | 5 | | |
| Criminal damage | 4 | | |
| Other non-criminal* | 69 | | |
| Other criminal | 8 | | |
| Total calls for service | **203** | **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:**

None

**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 | 9-19-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SD13 | 9/21/2012 |

# CITY COUNCIL REPORT

Meeting Date: **10/23/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-6377, CHEVYS FRESH MEX**
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 Chevys Fresh Mex located at 7700 West Arrowhead Town Center, #2199. The Arizona Department of Liquor Licenses and Control application (No. 12079234) was submitted by David Howell Wilton.

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 PAD (Planned Area Development). The population density within a one-mile radius is 9,215. Chevys Fresh Mex 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 |
|---|---|---|
| 03 | Domestic Micro - Brewery | 2 |
| 05 | Government | 1 |
| 06 | Bar - All Liquor | 2 |
| 09 | Liquor Store - All Liquor | 3 |
| 10 | Liquor Store - Beer and Wine | 6 |
| 12 | Restaurant | 38 |
| | **Total** | **52** |

The City of Glendale Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **LIQUOR LICENSE NO. 5-6377, CHEVYS FRESH MEX** |

## General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 7700 West Arrowhead Town Center, #2199

District: Sahuaro

Zoned: PAD (Planned Area Development)

Applicant: David Howell Wilton

Owner: RM Chevys, LLC

## Background

1. The population density is 9,215 persons within a one-mile radius.

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

3. Chevys Fresh Mex 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, September 5 through September 25, 2012.

## 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 this new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

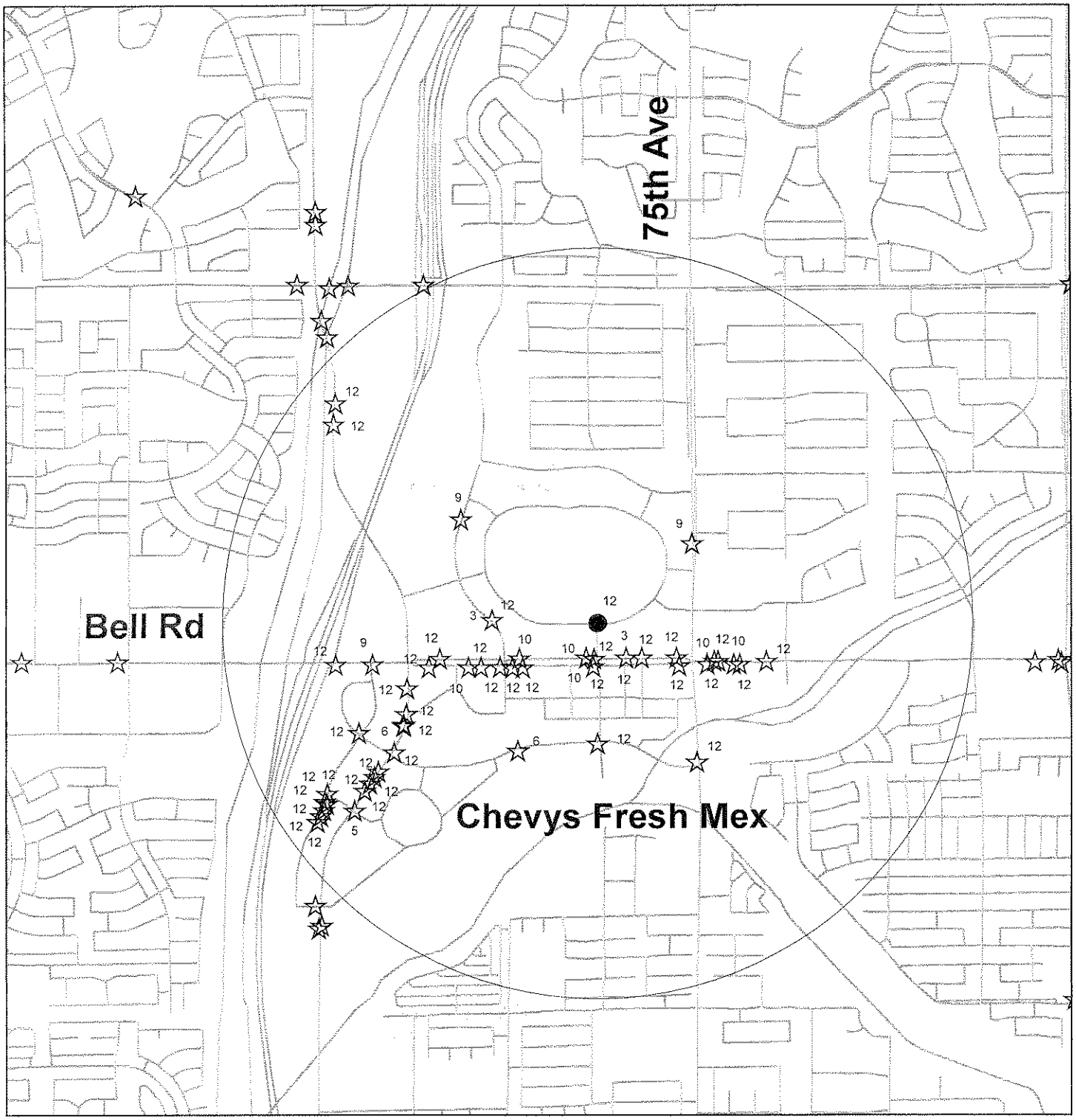
**PLANNING DEPARTMENT:** Approved the application with no comments.

**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:** Chevys Fresh Mex

**LOCATION:** 7700 W. Arrowhead Town Ctr 2199 **ZONING:** PAD

**APPLICANT:** TYPE APPLICANT NAME HERE **APPLICATION NO:** 5-6377

**SALES TAX AND LICENSE DIVISION**
**CITY OF GLENDALE, AZ**

N
W E
S

12-98

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-14-12**

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: **Chevys Fresh Mex**

Business Address: **7700 W. Arrowhead Towne Center #2199**

**Applicant/s Information**

Name: **Wilton, David (Agent)**
Name: **Harvey, Victoria**
Name: **Sorensen, Kathleen**
Name: **Kipley, Christopher**

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/14/2007 | Other Suites | New ownership call history beginning: 8/30/2012 |
|---|---|---|---|
| Liquor Related | | 33 | |
| Vice Related | | | |
| Drug Related | | 52 | |
| Fights / Assaults | | 129 | |
| Robberies | | 37 | |
| Burglary / Theft | 1 | 3006 | |
| 911 calls | | 15 | |
| Trespassing | | 94 | |
| Accidents | | 270 | |
| Fraud / Forgery | | 195 | |
| Threats | | 40 | |
| Criminal damage | | 142 | |
| Other non-criminal* | 2 | 1232 | |
| Other criminal | | 217 | |
| Total calls for service | **3** | **5462** | **0** |

* 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

Date: **09-14-12**

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: **Chevys Fresh Mex**

Business Address: **7700 W. Arrowhead Towne Center #2199**

**Applicant/s**

Name: **Peek II, Robert (Manager)**
Name:
Name:
Name:
Name:
Name:
Name:

**Continuation of applicants.**

# 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:**

Hugo Renteria (Agent)
Chevys Restaurants LLC

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 | 9-18-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SD13 | 9/21/2012 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **LIQUOR LICENSE NO. 5-6703, MARISCOS VUELVE A LA VIDA FISH/MEAT MARKET & RESTAURANT** |
| 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 Mariscos Vuelve A La Vida Fish/Meat Market & Restaurant located at 5630 West Camelback Road, Suite 103. The Arizona Department of Liquor Licenses and Control application (No. 12079266) 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 Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 20,618. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

| Series | Type | Quantity |
|---|---|---|
| 06 | Bar - All Liquor | 4 |
| 07 | Bar - Beer and Wine | 1 |
| 09 | Liquor Store - All Liquor | 3 |
| 10 | Liquor Store - Beer and Wine | 6 |
| 12 | Restaurant | 1 |
| 14 | Private Club | 1 |
| | **Total** | **16** |

The City of Glendale Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **LIQUOR LICENSE NO. 5-6703, MARISCOS VUELVE A LA VIDA FISH/ MEAT MARKET & RESTAURANT** |

## General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 5630 West Camelback Road, Suite 103

District: Cactus

Zoned: C-2 (General Commercial)

Applicant: Theresa June Morse

Owner: Tellez Restaurant Investments 3, LLC

## Background

At the August 14, 2012 Voting Meeting, City Council recommended approval to the Arizona Department of Liquor Licenses and Control for a Series 10 Liquor Store (Beer and Win) license for Mariscos Vuelve A La Vida Fish/Meat Market & Restaurant located at 5630 W. Camelback Road, Suites 101-102. The Series 10 license allows for this retail store to sell beer and wine to be taken away from the premises and consumed off-site.

This Series 12 (Restaurant) license allows Mariscos Veulve A La Vida Fish/Meat Market & Restaurant to sell and serve alcohol for consumption on the premises in Suite 103, which is the restaurant side of their business.

1. The population density is 20,618 persons within a one-mile radius.

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

3. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

## Citizen Participation to Date

No protests were received during the 20-day posting period, September 12 through October 2, 2012.

## 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 location, as well as the applicant's capability, qualifications, and reliability.

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

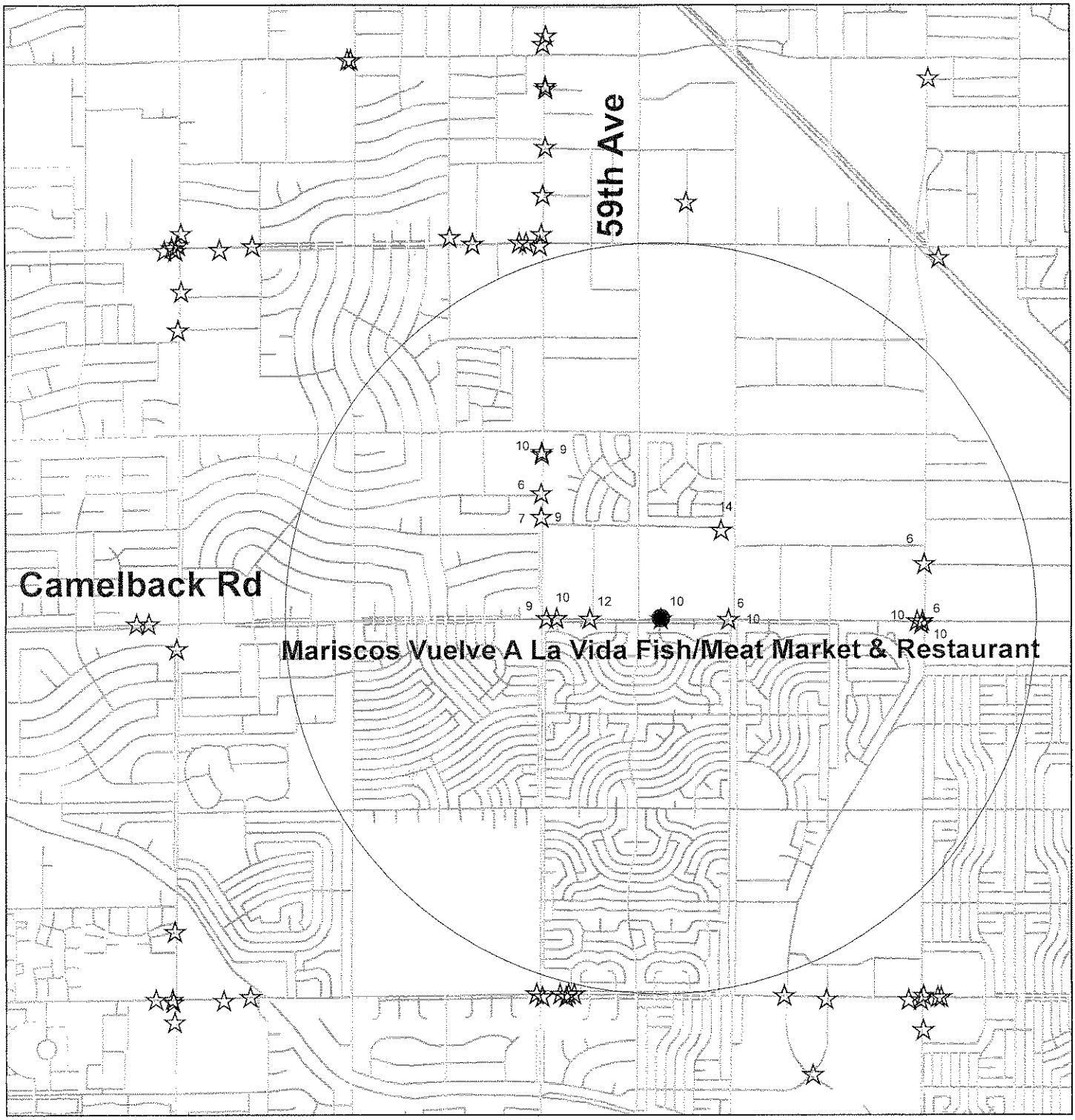
**PLANNING DEPARTMENT:** Approved the application with no comments.

**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:** Mariscos Vuelve A La Vida Fish/Meat Market & Restaurant

**LOCATION:** 5630 W. Camelback Rd. Ste. 103 **ZONING:** C-2

**APPLICANT:** Theresa June Morse **APPLICATION NO:** 5-6703

**SALES TAX AND LICENSE DIVISION**
**CITY OF GLENDALE, AZ**

12-107

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-21-12**

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: **Mariscos Vuelve A La Vida Fish/Meat Market & Restaurant**

Business Address: **5630 W. Camelback Rd Ste 103**

**Applicant/s Information**

Name: **Morse, Theresa June (Agent)**
Name: **Tellez, Jairo**
Name: **Tellez, Vicky Y.**
Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/21/2007 | Other Suites | New ownership call history beginning: |
|---|---|---|---|
| Liquor Related | | 3 | |
| Vice Related | | | |
| Drug Related | | 8 | |
| Fights / Assaults | | 3 | |
| Robberies | 1 | 1 | |
| Burglary / Theft | | 36 | |
| 911 calls | 3 | 12 | |
| Trespassing | | 3 | |
| Accidents | | 3 | |
| Fraud / Forgery | | 8 | |
| Threats | | | |
| Criminal damage | | 7 | |
| Other non-criminal* | | 45 | |
| Other criminal | | 11 | |
| Total calls for service | **4** | **140** | **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:**

New License

**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 | 9-21-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | | 9/21/2012 |

# CITY COUNCIL REPORT

Meeting Date: **10/23/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-7514, PRONTO MART**
Staff Contact: **Susan Matousek, Revenue Administrator**

## Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Pronto Mart located at 5635 North 59th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076325) was submitted by Abrahim Saliba Sayegh.

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 Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 21,787. Pronto Mart 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 | 1 |
| 09 | Liquor Store - All Liquor | 7 |
| 10 | Liquor Store - Beer and Wine | 16 |
| 12 | Restaurant | 6 |
| 14 | Private Club | 3 |
| | **Total** | **38** |

The City of Glendale Planning, 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: | **10/23/2012** |
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Susan Matousek, Revenue Administrator** |
| Title: | **LIQUOR LICENSE NO. 5-7514, PRONTO MART** |

## General Information

Request: New, Non-Transferable

License: Series 10 (Liquor Store - Beer and Wine)

Location: 5635 North 59th Avenue

District: Ocotillo

Zoned: C-2 (General Commercial)

Applicant: Abrahim Saliba Sayegh

Owner: AZ Best General, LLC

## Background

1. The population density is 21,787 persons within a one-mile radius.

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

3. Pronto Mart 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, September 7 through September 27, 2012.

## 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 this new, non-transferable series 10 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

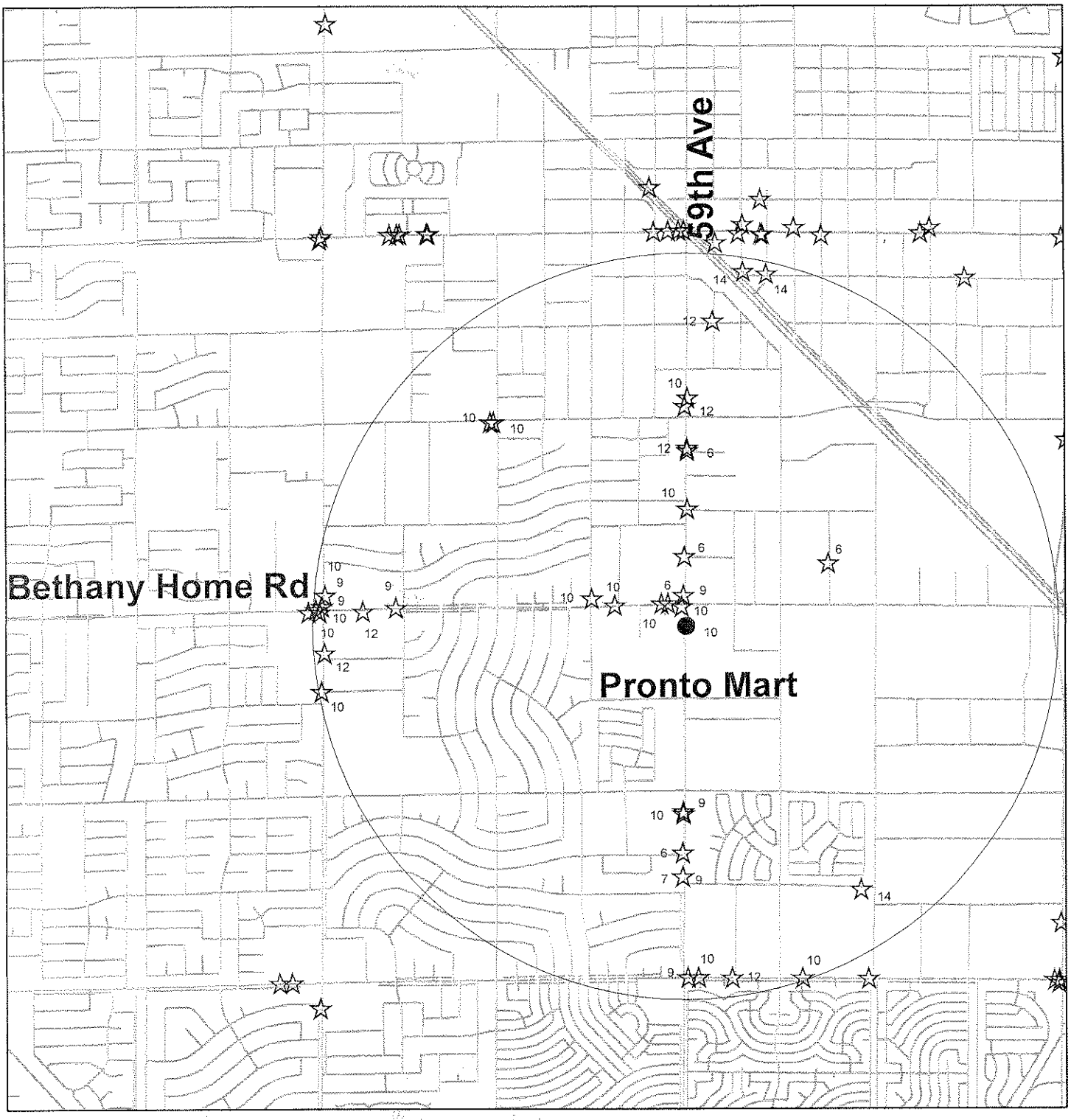
**PLANNING DEPARTMENT:** Approved the application with no comments.

**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:** Pronto Mart

**LOCATION:** 5635 N. 59th Avenue

**ZONING:** C-2

**APPLICANT:** Abrahim Saliba Sayegh

**APPLICATION NO:** 5-7514

**SALES TAX AND LICENSE DIVISION**
**CITY OF GLENDALE, AZ**

N
W E
S

12-100

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-19-12**

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Pronto Mart**

Business Address: **5635 N. 59th Ave**

**Applicant/s**

Name: **Sayegh, Abrahim Saliba**
Name:
Name:
Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/19/2007 | Other Suites | New ownership call history beginning: 8/31/2012 |
|---|---|---|---|
| Liquor Related | 3 | | |
| Vice Related | | | |
| Drug Related | | | |
| Fights / Assaults | 2 | | |
| Robberies | 2 | | |
| Burglary / Theft | 1 | | |
| 911 calls | 12 | | |
| Trespassing | 1 | | |
| Accidents | | | |
| Fraud / Forgery | | | |
| Threats | | | |
| Criminal damage | 2 | | |
| Other non-criminal* | 6 | | |
| Other criminal | 1 | | |
| Total calls for service | **30** | **N/A** | **0** |

* 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:**

Issam Mohammad Ibrahim (Agent)
Warda Group LLC (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 | 9-20-12 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | SIG | 9/21/2012 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **LETTER ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS ON GRAND AVENUE** |
| Staff Contact: | **Debbie Albert, Principal Engineer, 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 a letter addendum to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for maintenance and operation of signals and highway lighting along Grand Avenue within the City of Glendale. This addendum will update the list of signalized intersections covered in the IGA to reflect current conditions.

## Background Summary

In 1980, the city of Glendale entered into an IGA with ADOT to establish maintenance and operation responsibilities for traffic signals along Grand Avenue within the city of Glendale. As a result of the Grand Avenue improvements completed in 2006, two signals along Grand Avenue were removed (59th and Glendale avenues and 55th and Maryland Avenues) and an additional signal was added at 57th Drive and Grand Avenue.

This letter addendum eliminates the two removed signals from the IGA, and adds the new signal. The addendum also establishes ongoing maintenance responsibilities to ADOT for this additional signal. The city will continue to pay the electricity costs.

## Previous Related Council Action

On February 21, 1980, City Council approved an IGA with ADOT for maintenance and operation of signals and highway lighting along Grand Avenue within the City of Glendale. This IGA established the initial list of signalized intersections along Grand Avenue.

## Community Benefit/Public Involvement

Grand Avenue is a vital regional transportation corridor in Glendale and the northwest valley. Having all of the intersections along the corridor under the management of one jurisdiction (ADOT) will result in improved operations and traffic flow.

## Budget and Financial Impacts

The city currently expends approximately $540 annually ($45 per month) on electricity for the 57th Drive and Grand Avenue signal. That will remain unchanged under this agreement. Transferring the operation and maintenance responsibilities for the signal to ADOT will decrease the number of traffic signals that city staff must maintain, resulting in a cost savings of approximately $600 per year in staff time and materials.

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: | **Debbie Albert, Principal Engineer, Transportation Services** |
| Item Title: | **LETTER ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS ON GRAND AVENUE** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

The purpose of this report is to request that the City Manager place the proposed letter addendum to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) on an agenda for City Council action. The proposed addendum to the IGA with ADOT is for maintenance and operation of signals and highway lighting along Grand Avenue within the City of Glendale. This letter addendum will update the list of signalized intersections covered in the IGA to reflect current conditions.

## BACKGROUND

In 1980, the city entered into an IGA with ADOT to establish maintenance and operation responsibilities for traffic signals and intersection lighting along Grand Avenue within the city boundaries. This agreement stated that Glendale would pay for electricity charges, while ADOT would be responsible for all other operation and maintenance charges, including any remote communications. Due to the installation of new signalized intersections over the years, the list of intersections included in the IGA has changed.

Between 2004 and 2006, construction of overpasses and underpasses at two intersections necessitated the removal of signals along Grand Avenue; the first at 59th and Glendale avenues and the second at 55th and Maryland avenues. This change resulted in the installation of a new signal at 57th Drive and Grand Avenue.

Per the design and construction agreements, the new signal at 57th Drive and Grand Avenue was to be operated and maintained by the City of Glendale. In 2012, ADOT updated its vision for Grand Avenue and has taken measures to have the roadway operate as one cohesive corridor through deployment of up-to-date signal timing plans that coordinate the movement of traffic from one intersection to the next. As part of this effort, ADOT now wishes to take over the operation and maintenance of the 57th Drive and Grand Avenue signal.

## ANALYSIS

Grand Avenue is a vital regional transportation corridor in Glendale and the northwest valley. ADOT and Glendale elected officials and staff are working together to share this vision. ADOT has agreed to take responsibility for the operation and maintenance of all signalized intersections along the corridor, including 57th Drive and Grand Avenue. ADOT will be responsible for signal timing, and Transportation Services staff will work closely with ADOT to mitigate any signal timing issues that may arise.

Staff recommends moving forward with the letter addendum to the IGA with ADOT to modify the list of signalized intersections operated and maintained by the state.

## FISCAL IMPACTS

The city currently expends approximately $540 annually ($45 per month) on electricity for the 57th Drive and Grand Avenue signal. That will remain unchanged under this agreement. Transferring the operation and maintenance responsibilities for the signal to ADOT will decrease the number of traffic signals that city staff must maintain, resulting in a cost savings of approximately $600 annually in staff time and materials.

RESOLUTION NO. 4621 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF LETTER ADDENDUM TWO TO IGA/JPA 80-008I WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS AND/OR HIGHWAY LIGHTING ALONG US 60 (GRAND AVENUE) 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 Letter Addendum Two to IGA/JPA 80-008I with the Arizona Department of Transportation for the operation and maintenance of traffic signals and/or highway lighting along US 60 (Grand Avenue) be entered into, which addendum is now on file in the office of the City Clerk of the City of Glendale. The existing list of intersections to be operated and maintained is hereby amended as follows:

Adding:

Intersection of US 60 (Grand Avenue) at 57th Drive.

Eliminating:

Intersection of US 60 (Grand Avenue) at 55th Avenue and Maryland Avenue; and
Intersection of US 60 (Grand Avenue) at 59th Avenue and Glendale Avenue.

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 _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_adot_LtrAdden2.doc

# LETTER ADDENDUM TWO

## IGA/JPA 80-008 I

**THIS LETTER ADDENDUM** is entered into and effective this ____ day of _____, 2012, in accordance with **Paragraph 7** of the above-referenced Agreement, which is also denominated as **A.G. Contract No. 80-204 and Secretary of State Contract No. 6227**, dated March 26, 1980, for the operation and maintenance of traffic signals and/or highway lighting along US 60, Grand Avenue, between the STATE OF ARIZONA and the CITY OF GLENDALE.

The Parties agree that the following intersection be added to the existing list of intersections to be operated and maintained as set forth in said Agreement.

***(US 60 Grand Avenue)***

***@ 57th Drive***

The Parties agree that the following intersections be eliminated from the existing list of intersections to be operated and maintained as set forth in said Agreement.

***(US 60 Grand Avenue)***

***@ 55th Avenue and Maryland Avenue***

***and***

***@ 59th Avenue and Glendale Avenue***

**EXCEPT AS AMENDED ABOVE**, all other terms and conditions of the original Agreement and subsequent Letter Addendum One and Two remain in full force and effect.

---

**CITY OF GLENDALE**

By _____
ELAINE M. SCRUGGS
Mayor

**ATTEST**

By_____
PAMELA HANNA
City Clerk

**STATE OF ARIZONA**
Department Of Transportation

By:_____
BRENT CAIN, P.E.
Deputy State Engineer
Valley Transportation

## AMENDMENT TWO

## IGA/JPA 80-008 I

**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 Arizona Revised Statutes §11-951 through §11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF GLENDALE 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: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS** |
| Staff Contact: | **Cathy Colbath, Transit Administrator, 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 three contract change orders to intergovernmental agreements (IGAs) with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.

## Background Summary

In 2010 and 2012, the Glendale City Council approved IGAs with the City of Phoenix for the acceptance of Federal Transit Administration (FTA) grant funds for transit projects. Phoenix is the designated agent for FTA grant funds in the region.

This item requests approval of three change orders relating to one grant approved in 2010, and two grants approved in 2012. One change order extends the expiration date of the grant approved in 2010, to an expiration date of December 31, 2013. The other two change orders increase the amount of federal funds for vehicle maintenance reimbursement for the grants approved in 2012.

## Previous Related Council Action

On February 23, 2010, Council approved FTA grant AZ-90-X096. This grant provides $926,606 in federal funds for the purchase of replacement transit vehicles, the acquisition of computer hardware and reimbursement of vehicle maintenance expenses. Phoenix has issued a change order extending the grant expiration date to December 31, 2013, which will allow federal funds to remain active for the projects identified in this grant. There is no change to the amount awarded.

On February 14, 2012, Council approved FTA grants AZ-90-X109 and AZ-95-X009. Grant AZ-90-X109 provides for the reimbursement of transit vehicle maintenance expenses. This change order will increase the federal portion of the vehicle maintenance funds by $4,506, which increases the required local match by $1,127.

FTA grant AZ-95-X009 also provides transit vehicle maintenance reimbursement funds. This change order will increase the amount of federal funds by $13,936, and the amount of local match increases by $842.

## Community Benefit/Public Involvement

These additional federal funds will further help offset the cost of maintenance for transit vehicles that are used for Dial-A-Ride services.

## Budget and Financial Impacts

| Cost | Fund-Department-Account |
|---|---|
| **$1,969** | **1660-16530-532400 (Dial-A-Ride)** |

The change orders for the 2012 grants result in an additional $18,442 of federal funds to be used to offset vehicle repair costs for Dial-A-Ride vehicles. The local match amount has increased to a total of $1,969.

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

Other

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Cathy Colbath, Transit Administrator, Transportation Services** |
| Item Title: | **CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This report describes the need to amend current intergovernmental agreements (IGAs) with the City of Phoenix for Federal Transit Administration (FTA) funds for transit services. Three change orders are being presented for approval. The purpose of this report is to request that this item be placed on an agenda for City Council action.

## BACKGROUND

In 2010 and 2012, the Glendale City Council approved IGAs with the City of Phoenix for the acceptance of FTA grant funds for transit projects. Phoenix is the designated agent for FTA grant funds in the region.

Grant AZ-90-X096 was approved in February 2010, for multiple projects, including bus procurements, vehicle maintenance expenses and the acquisition of a computer system. This change order will extend the grant contract expiration date to December 31, 2013, to allow for completion and reimbursement of all projects.

Grants AZ-95-X009 and AZ-90-X109 were approved by Council in February 2012. These grants provide federal funding for projects, including vehicle maintenance and bus procurements. The change orders for these two grants will provide additional federal funds to be used to offset vehicle maintenance expenses. Additional federal funds were recently made available and distributed throughout the region.

## ANALYSIS

On February 23, 2010, Council approved FTA grant AZ-90-X096. This grant provided $926,606 in federal funds for the purchase of replacement transit vehicles, the acquisition of a computer hardware system and reimbursement of vehicle maintenance expenses. While many of these projects have been completed, the vehicle purchase project is not yet complete. A procurement process was initiated through a regional purchase; however, the number of vehicles needed by

Glendale was determined to be unavailable using the regional contract. As a result, Glendale began an independent procurement process. The bus procurement is scheduled to be completed in June 2013, which is beyond the end of the initial grant period. Therefore, Phoenix has issued a change order extending the grant expiration date to December 31, 2013. The change order will allow federal funds to remain active for the projects identified in this grant. This change order does not change the amount of funding provided for the projects.

On February 14, 2012, Council approved FTA grants AZ-90-X109 and AZ-95-X009. Additional federal funds are now available for each of these grants.

Grant AZ-90-X109 originally totaled $306,705 ($245,364 in federal funds; $61,341 in local match funds) for the reimbursement of transit vehicle maintenance expenses. This change order will increase the federal portion of the vehicle maintenance funds by $4,506 to a total of $249,870, which will increase the required city match by $1,127 to $62,468. This will bring the new total grant amount for vehicle maintenance to $312,338. The grant also includes $351,252 for bus procurements bringing the amended grant total to $663,590. The amount for the bus procurement is not changed by this change order.

FTA grant AZ-95-X009 also provides transit vehicle maintenance reimbursement funds. The original project totaled $40,458 ($38,152 in federal funds; $2,306 in local match funds). This change order will increase the amount of federal funds by $13,936 for a total of $52,088; and will increase the local match requirement by $842, for a total local match of $3,148. The amended total of this grant is $55,236.

These additional federal funds will further help offset the cost of maintenance of transit vehicles.

## FISCAL IMPACTS

The change orders for the 2012 grants result in an additional $18,442 of federal funds to be used to offset vehicle repair costs for Dial-A-Ride vehicles. The local match amount has increased to a total of $1,969; however, this amount is already budgeted and would be an expense regardless of the receipt of federal funds.

The extension of the 2010 grant will provide federal funds to be available to be used to complete the remaining projects in the grant.

RESOLUTION NO. 4622 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THREE CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

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 following Contract Change Orders to the pass-through grant funding from the City of Phoenix for transit services be entered into, which change orders are now on file in the office of the City Clerk of the City of Glendale:

1. Contract Change Order No. 1 to Grant No. AZ-90-X096
   Purchase Buses and Computer System Hardware, Preventative Maintenance
   Extending the term of the Agreement to December 31, 2013

2. Contract Change Order No. 1 to Grant No. AZ-90-X109
   Purchase Bus and Preventative Maintenance
   Additional funding in the amount of $5,633 includes local match of $1,127

3. Contract Change Order No. 1 to Grant No. AZ-95-X009
   Preventative Maintenance
   Additional funding in the amount of $14,778 includes local match of $842

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said change orders 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 _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_ChangeOrder1_Phx_Transit.doc

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

# CONTRACT CHANGE ORDER

Change Order No. **1**

| Contract No. | Issued To: (Name of Contractor or Consultant) | Date |
|---|---|---|
| **128108** | **CITY OF GLENDALE** | **8/14/2012** |

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-90-X096

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

At the request of the City of Glendale, this change order extends the contract expiration period date to December 31, 2013.

All other terms and conditions of this agreement remain the same.

All other terms and conditions remain the same.

| ACCEPTANCE | ENDORSEMENTS | |
|---|---|---|
| We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.<br><br>FIRM: **CITY OF GLENDALE**<br><br>SIGNATURE:_____<br><br>TITLE: _____<br><br>DATE: _____ | REQUESTED BY:<br>Stephanie Child<br>Stephanie Child, Budget Analyst II | DATE<br>8/16/12 |
| | RECOMMENDED BY:<br>Jim Campion, Contract Specialist II – Ld. | DATE<br>8/21/12 |
| | PTD FISCAL SECTION REVIEW:<br>Kenneth Kessler, Acting Deputy Public Transit Director | DATE<br>8/20/12 |
| | CHECKED AS TO AVAILABILITY OF FUNDS BY:<br>N/A<br>Budget and Research Department | DATE |
| | APPROVED FOR THE CITY MANAGER BY:<br>Neal Young - Interim Public Transit Director / Ted Mariscal | DATE |

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

# CONTRACT CHANGE ORDER

Change Order No. **1**

| Contract No. | Issued To: (Name of Contractor or Consultant) | Date |
|---|---|---|
| **132942** | **CITY OF GLENDALE** | **8/14/2012** |

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-90-X109

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

Additional funding is added to the Grant Pass-through agreement as listed below

| GRANT NUMBER: AZ-90-X109 | |
|---|---|
| TOTAL ELIGIBLE PROJECT COST (TEPC): | $5,633 |
| • Federal Share of TEPC: | $4,506 |
| • Local Share/Match of TEPC: | $1,127 |
| • Original Agreement amount | $657,957 |
| • New Amended Agreement Amount | $663,590 |

PROJECT(S) DESCRIPTION:

| Ali Code: | Project(s) Description: | Local: | Federal: | Total: |
|---|---|---|---|---|
| 11.7A.00 | Preventive Maintenance | $1,127 | $4,506 | $5,633 |

All other terms and conditions remain the same.

| ACCEPTANCE | ENDORSEMENTS | |
|---|---|---|
| We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.<br><br>FIRM: **CITY OF GLENDALE**<br><br>SIGNATURE:_____<br><br>TITLE: _____<br><br>DATE: _____ | REQUESTED BY:<br>Stephanie Child<br>Stephanie Child, Budget Analyst II | DATE<br>8/16/12 |
| | RECOMMENDED BY:<br>Jim Campion, Contract Specialist II – Ld. | DATE<br>8/21/12 |
| | PTD FISCAL SECTION REVIEW:<br>Kenneth Kessler, Acting Deputy Public Transit Director | DATE<br>8/20/12 |
| | CHECKED AS TO AVAILABILITY OF FUNDS BY:<br>N/A<br>Budget and Research Department | DATE |
| | APPROVED FOR THE CITY MANAGER BY:<br>Neal Young - Interim Public Transit Director / Ted Mariscal | DATE |

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

# CONTRACT CHANGE ORDER

Change Order No. **1**

| Contract No. | Issued To: (Name of Contractor or Consultant) | Date |
|---|---|---|
| **132943** | **CITY OF GLENDALE** | **8/14/2012** |

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-95-X009

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

Additional funding is added to the Grant Pass-through agreement as listed below

| GRANT NUMBER: AZ-95-X009 | |
|---|---|
| TOTAL ELIGIBLE PROJECT COST (TEPC): | $14,778 |
| • Federal Share of TEPC: | $13,936 |
| • Local Share/Match of TEPC: | $842 |
| • Original Agreement amount | $40,458 |
| • New Amended Agreement Amount | $55,236 |

PROJECT(S) DESCRIPTION:

| Ali Code: | Project(s) Description: | Local: | Federal: | Total: |
|---|---|---|---|---|
| 11.7A.00 | Preventive Maintenance | $842 | $13,936 | $14,778 |

All other terms and conditions remain the same.

## ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: _____

TITLE: _____

DATE: _____

## ENDORSEMENTS

| | |
|---|---|
| REQUESTED BY: Stephanie Child, Budget Analyst II | DATE 8/16/12 |
| RECOMMENDED BY: Jim Campion, Contract Specialist II – Ld. | DATE 8/21/12 |
| PTD FISCAL SECTION REVIEW: Kenneth Kessler, Acting Deputy Public Transit Director | DATE 8/20/12 |
| CHECKED AS TO AVAILABILITY OF FUNDS BY: N/A Budget and Research Department | DATE |
| APPROVED FOR THE CITY MANAGER BY: Neal Young - Interim Public Transit Director / Ted Mariscal | DATE |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **FINAL PLAT APPLICATION FP10-01: F & R REDFIELD LUXURY HOMES – 6675 WEST REDFIELD ROAD** |
| Staff Contact: | **Jon M. Froke, AICP, Planning Director** |

## Purpose and Recommended Action

This is a request by ESCA Environmental, Inc. for City Council to approve the final plat for F & R Redfield Luxury Homes, a single-family subdivision located at the southeast corner of 67th Avenue and Redfield Road.

Staff recommends approval of Final Plat application FP10-01.

## Background Summary

F & R Redfield Luxury Homes is a 12 lot single-family subdivision on 6.2 acres with a density of 1.9 dwelling units per acre. Lot sizes vary from 10,046 square feet to 13,390 square feet with an average lot size of 12,022 square feet. The proposed minimum lot width is 90 feet, and the minimum lot depth is 114 feet.

## Previous Related Council Action

On August 12, 2008, Council approved Rezoning Application ZON07-27 for this subdivision.

## Community Benefit/Public Involvement

This project provides for infill development on a vacant property and housing that is compatible with the surrounding area.

On January 23, 2008, the applicant mailed notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting held on January 31, 2008. Five people attended the meeting and expressed overall support of the project. Issues discussed include buffering noise from 67th Avenue, open space, housing type, lot sizes, project timelines, and house prices.

One resident voiced opposition to this project because the size and design of the homes have not been determined. Both the applicant and Planning Department explained that the homes will be custom-built and design review for each of the homes will occur at the time of building permit application to the city.

# CITY COUNCIL REPORT

## Attachments

| | |
|---|---|
| Staff Report | Other |
| Map | Other |
| Map | |

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Jon M. Froke, AICP, Planning Director** |
| Item Title: | **FINAL PLAT APPLICATION FP10-01: F & R REDFIELD LUXURY HOMES – 6675 WEST REDFIELD ROAD** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This is a request by ESCA Environmental, Inc. for City Council to approve the final plat for F & R Redfield Luxury Homes, a single-family subdivision located at the southeast corner of 67th Avenue and Redfield Road.

## BACKGROUND

1. The applicant proposes a 12 lot single-family subdivision titled F & R Redfield Luxury Homes on 6.2 acres with a density of 1.9 dwelling units per acre (du/ac). Lot sizes vary from 10,046 square feet to 13,390 square feet with an average lot size of 12,022 square feet. The proposed minimum lot width is 90 feet, and the minimum lot depth is 114 feet.

2. Vehicular access is provided at one location on Redfield Road.

3. Storm water runoff will be directed to the landscaped retention Tract A located in the southwest corner of the subdivision.

4. The plat includes .83 acres of common open space or approximately 16 percent of the total site. There is one storm water retention tract on the west side of the subdivision, adjacent to 67th Avenue. Storm water retention in Tract A has been designed to collect on the south side, allowing the north side to remain dry. The applicant is proposing a ramada and barbeque grill in Tract A.

5. All landscape, maintenance, and irrigation of tracts and open spaces, perimeter walls, theme walls, and entry features within the subdivision will be owned and maintained by a homeowner's association.

6. On January 23, 2008, the applicant mailed notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting held on January 31, 2008. Five people attended the meeting and expressed overall support of the project. Issues

discussed include buffering noise from 67th Avenue, open space, housing type, lot sizes, project timelines, and house prices.

7. One resident voiced opposition to this project because the size and design of the homes have not been determined. Both the applicant and Planning Department explained that the homes will be custom-built and design review for each of the homes will occur at the time of building permit application to the city.

8. On June 5, 2008, the Planning Commission recommended approval of Rezoning Application ZON07-27 and approved Preliminary Plat Application PP07-05 for this subdivision. On August 12, 2008, the Council approved Rezoning Application ZON07-27.

9. Following approval of the land use applications, the applicant filed the final plat and construction documents with the city. Reviews were in progress when the housing market crash occurred, and the project went dormant. The owner is now prepared to develop the subdivision.

## ANALYSIS

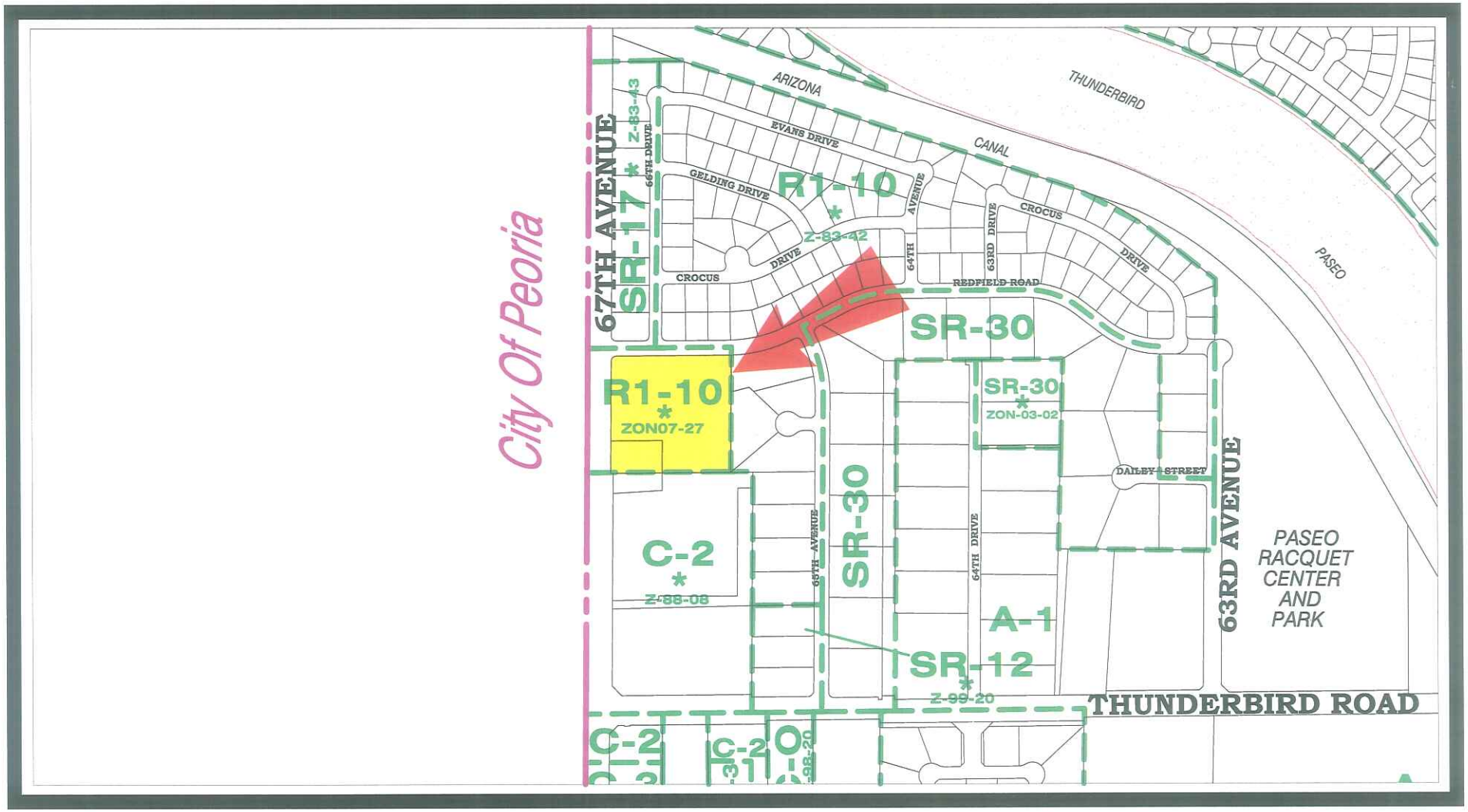
- The proposed final plat is consistent with the General Plan land use designation of MDR (Medium Density Residential, 2.5-3.5 du/ac) and the existing R1-10 (Single Residence) zoning district.

- The proposed development is designed to be compatible with adjacent subdivisions and promotes infill development.

- Perimeter landscaping, decorative theme walls, and entry features will enhance the development.

- This request meets the requirements of the Subdivision and Minor Land Division Ordinance and meets the intent of the Residential Design and Development Manual.

Staff recommends approval of Final Plat Application FP10-01.




GLENDALE

## CASE NUMBER

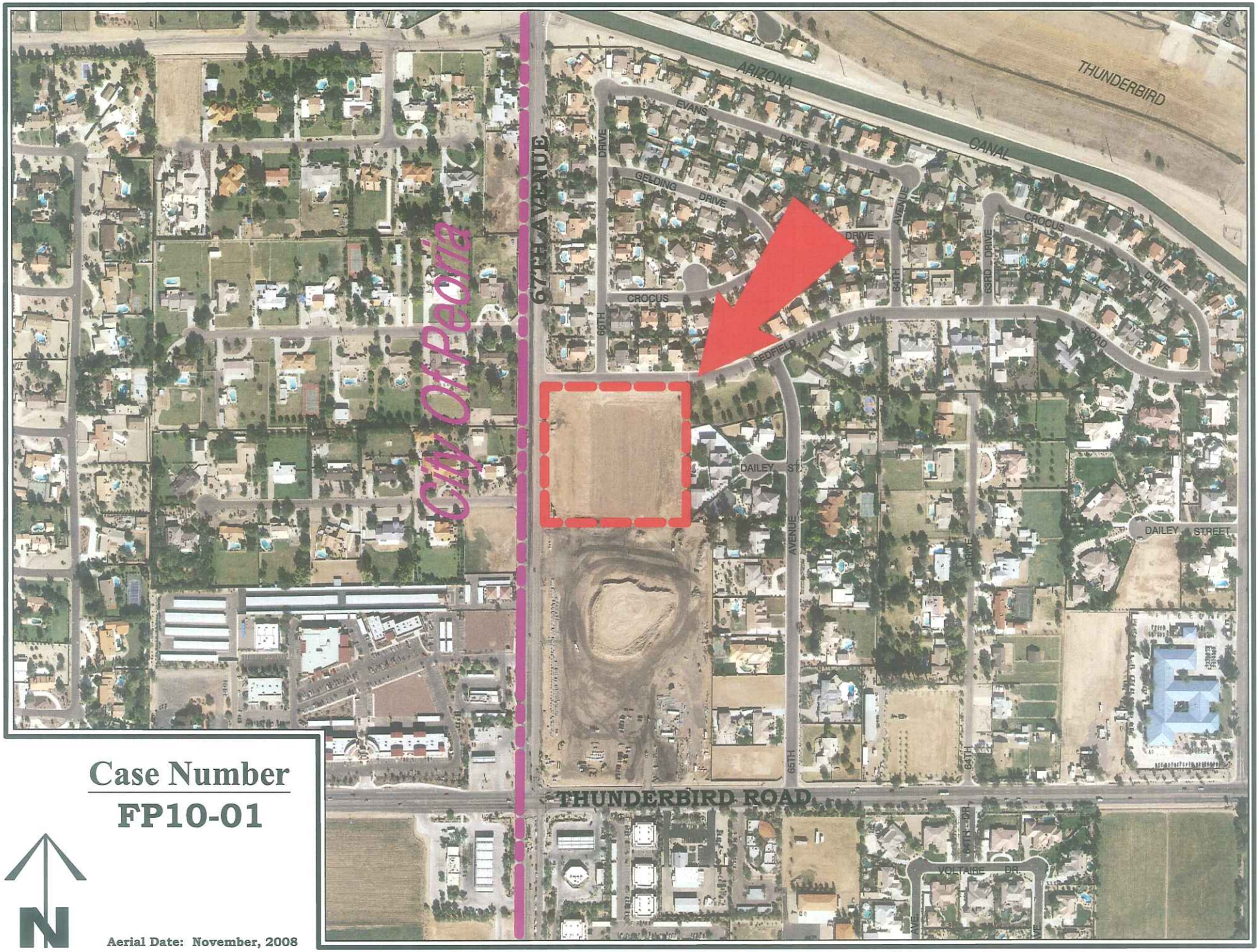
**FP10-01**

## LOCATION

**6675 W. REDFIELD ROAD**

## REQUEST

**FINAL PLAT APPROVAL FOR "F AND R REDFIELD LUXURY HOMES."**




**Case Number**

**FP10-01**

N

Aerial Date: November, 2008

**FP10-01**
**Project Narrative**
**F & R Redfield Luxury Homes**
**6675 West Redfield Road**
**May, 2012**

This project consists of 6.22 gross acres located at 6675 West Redfield Road, on the southeast corner of 67th Avenue and Redfield Road. Current zoning is R1-10, (Single Family Residential) which was approved by City Council August 12, 2008. The subdivision will consist of 12 residential lots of approximately 10,000 to 13,000 square feet in area with the average of 12,000 square feet. The density is therefore 1.93 dwelling units per acre.

The paved street will be 36 feet wide in a 50-foot dedicated right-of-way. The street will line-up with 66th Drive on the north side of Redfield Road. A 20-foot landscape buffer will be provided on 67th Avenue and a 15-foot buffer on Redfield Road will be provided. Overall open space will be 15%.

Dedicated right-of-way along 67th Avenue will be increased from 55' to 65'. The right-of-way on Redfield Road will be 30 feet. Water and sewer will be provided by tapping into City of Glendale utilities in Redfield Road and 67th Avenue. Street lighting will be provided within the subdivision. The Proposed Subdivision will be consistent with the surrounding area to the east and north which have lots of 10,000 square feet in area. The housing will be custom-built, high-end residential.

FP10-01

September 14, 2012

# FINAL PLAT - F&R REDFIELD LUXURY HOMES

## 6675 WEST REDFIELD ROAD

### A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SITE INFORMATION:

PARCEL 1 – APN 200–70–004V
PARCEL 2 – APN 200–70–004U
EXISTING ZONING: R–3 AND A–1
PROPOSED ZONING R1–10

BASIS OF BEARING:

BASIS OF BEARING IS THE CENTERLINE OF 67TH AVENUE BETWEEN A BRASS CAP FOUND AT THE INTERSECTION OF THUNDERBIRD ROAD AND A BRASS CAP FOUND AT THE INTERSECTION OD ACOMA ROAD. BEARING IS N01°02'10"E.

REVISED LEGAL DESCRIPTIONS

PARENT PARCEL NO. 1:

That portion of the Southwest quarter of Section 7, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The South 130 feet of the West 265 feet of the following described parcel:

Commencing at the Southwest corner of said Southwest quarter; Thence North 01 degrees 02 minutes 10 seconds East along the West line of said Southwest quarter, a distance of 956.09 feet; Thence South 89 degrees 59 minutes 24 seconds East, a distance of 54.84' to the True Point of Beginning; Thence North 01 degrees 05 minutes 35 seconds East, a distance of 450.27 feet to the beginning of a tangent concave curve with a radius of 20.0 feet and an arc length of 31.79 feet; Thence South 89 degrees 52 minutes 56 seconds East, a distance of 466.33 feet; Thence South 01 degrees 04 minutes 41 seconds West, a distance of 471.02 feet; Thence North 89 degrees 49 minutes 45 seconds West, a distance of 486.17 feet returning to the True Point of Beginning;

PARENT PARCEL NO. 2:

That portion of the Southwest quarter of Section 7, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter; Thence North 01 degrees 02 minutes 10 seconds East along the West line of said Southwest quarter, a distance of 956.09 feet; Thence South 89 degrees 59 minutes 24 seconds East, a distance of 54.84' to the True Point of Beginning; Thence North 01 degrees 05 minutes 35 seconds East, a distance of 450.27 feet to the beginning of a tangent concave curve with a radius of 20.0 feet and an arc length of 31.79 feet; Thence South 89 degrees 52 minutes 56 seconds East, a distance of 466.33 feet; Thence South 01 degrees 04 minutes 41 seconds West, a distance of 471.02 feet; Thence North 89 degrees 49 minutes 45 seconds West, a distance of 486.17 feet returning to the True Point of Beginning;
EXCEPT the South 130 feet of the West 265 feet.

## NOTES

1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GLENDALE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR PROPERTY OWNER.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES, OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR SITE DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100–YEAR ASSURED WATER SUPPLY. PROVIDED UNDER A.R.S. SECTION 45–576.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE SEWER SERVICE AREA.
8. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
9. ALL LANDSCAPING AND IRRIGATION IN 67TH AVENUE RIGHT–OF–WAY AND REDFIELD ROAD RIGHT–OF–WAY SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, OR THE PROPERTY OWNER IN THE CASE OF LOTS 10, 11, AND 12.
10. LANDSCAPING AND IRRIGATION BETWEEN SIDEWALK AND CURB SHALL BE INSTALLED BY INDIVIDUAL LOT DEVELOPER AT TIME OF DEVELOPMENT.

UTILITY NOTES:

1) ALL IRRIGATION DITCHES SHALL BE TILED OR ABANDONED.
2) ALL OVERHEAD UTILITIES LESS THAN 69KV SHALL BE PLACED UNDERGROUND.

IRRIGATION NOTES:

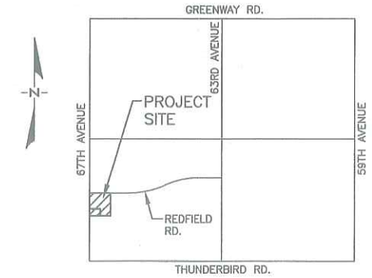
1) NO UPGRADES TO EXISTING IRRIGATION HAVE BEEN REQUIRED BY SRP.
2) EXISTING IRRIGATION DITCH ALONG THE NORTH SIDE OF THE PROPERTY HAS BEEN REMOVED FROM SERVICE AND BACKFILLED.

OWNER AND SUBDIVIDER:

MITRA GIDANIAN AND MELAHAT YOMTOUBIAN
YOUSEF AND ZARRIFEH FARAHNIK
10573 LECONTE AVENUE
LOS ANGELES, CA 90024
(310) 474–0301

ENGINEER:

EUGENE S. CETWINSKI
ESCA ENVIRONMENTAL, INC.
7401 W. ARROWHEAD CLUBHOUSE DR.
#2088
GLENDALE, ARIZONA 85308
(623) 566–6663




SECTION 7, T3N, R2E

VICINTY MAP (NTS)

## PRELIMINARY PLAT CONFORMANCE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION.

BY: _____
PLANNING DIRECTOR — DATE
CITY OF GLENDALE

## IMPROVEMENT ASSURANCES

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

BY: _____
CITY ENGINEER OR DESIGNATE — DATE

## APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA.
THIS ____ DAY OF _____, 2010.

_____
MAYOR — DATE

_____
ATTEST, CITY CLERK — DATE

## SHEET INDEX

F1 COVER SHEET
F2 FINAL PLAT

LEGEND:

RIGHT–OF–WAY
WATERLINE EASEMENT
PRIVATE UTILITY EASEMENT (PUE)
NON–VEHICULAR ACCESS EASEMENT
FOUND MONUMENT AS NOTED HEREON
CORNER PIN OR REBAR FOUND AS SHOWN
CORNER CAPPED REBAR SET AS SHOWN

## SURVEYOR'S CERTIFICATION

I, EUGENE S. CETWINSKI, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2012, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

EUGENE S. CETWINSKI

## DEDICATION

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

MITRA GIDANIAN, MELAHAT YOMTOUBIAN, AND YOUSEF AND ZARRIFEH FARAHNIK AS OWNERS, DO HEREBY PUBLISH THIS FINAL PLAT OF "F & R REDFIELD LUXURY HOMES", A REPLAT OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS, AND FOR, THE PLAT OF SAID "F & R REDFIELD LUXURY HOMES" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF GLENDALE FOR USE, AS SUCH, THE STREET AS SHOWN ON SAID PLAT AND WATERLINE EASEMENT AS SHOWN ON SAID PLAT INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN. STREETS AND PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY OF REDFIELD ROAD SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER (LOTS 10, 11, AND 12). LANDSCAPING WITHIN ALL OTHER RIGHT OF WAY AREAS OF 67TH AVENUE AND REDFIELD ROAD AND TRACTS A, B, AND C SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT "F & R REDFIELD LUXURY HOMES", A REPLAT OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF:

MITRA GIDANIAN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS_____, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2012.

BY:_____

MELAHAT YOMTOUBIAN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS_____, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2012.

BY:_____

YOUSEF FARAHNIK, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS_____, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2012.

BY:_____

ZARRIFEH FARAHNIK, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS_____, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2012.

BY:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2012, BY _____, AS _____.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2012, BY _____, AS _____.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2012, BY _____, AS _____.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2012, BY _____, AS _____.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

Registered Land Surveyor CERTIFICATE 18798 EUGENE S. CETWINSKI Date Signed 9-14-12 ARIZONA, U.S.A. Expires 12-31-14

FINAL PLAT
F and R REDFIELD LUXURY HOMES

A PORTION OF THE SW ¼ OF SECTION 7
TOWNSHIP 3 NORTH, RANGE 2 EAST,
MARICOPA COUNTY, ARIZONA

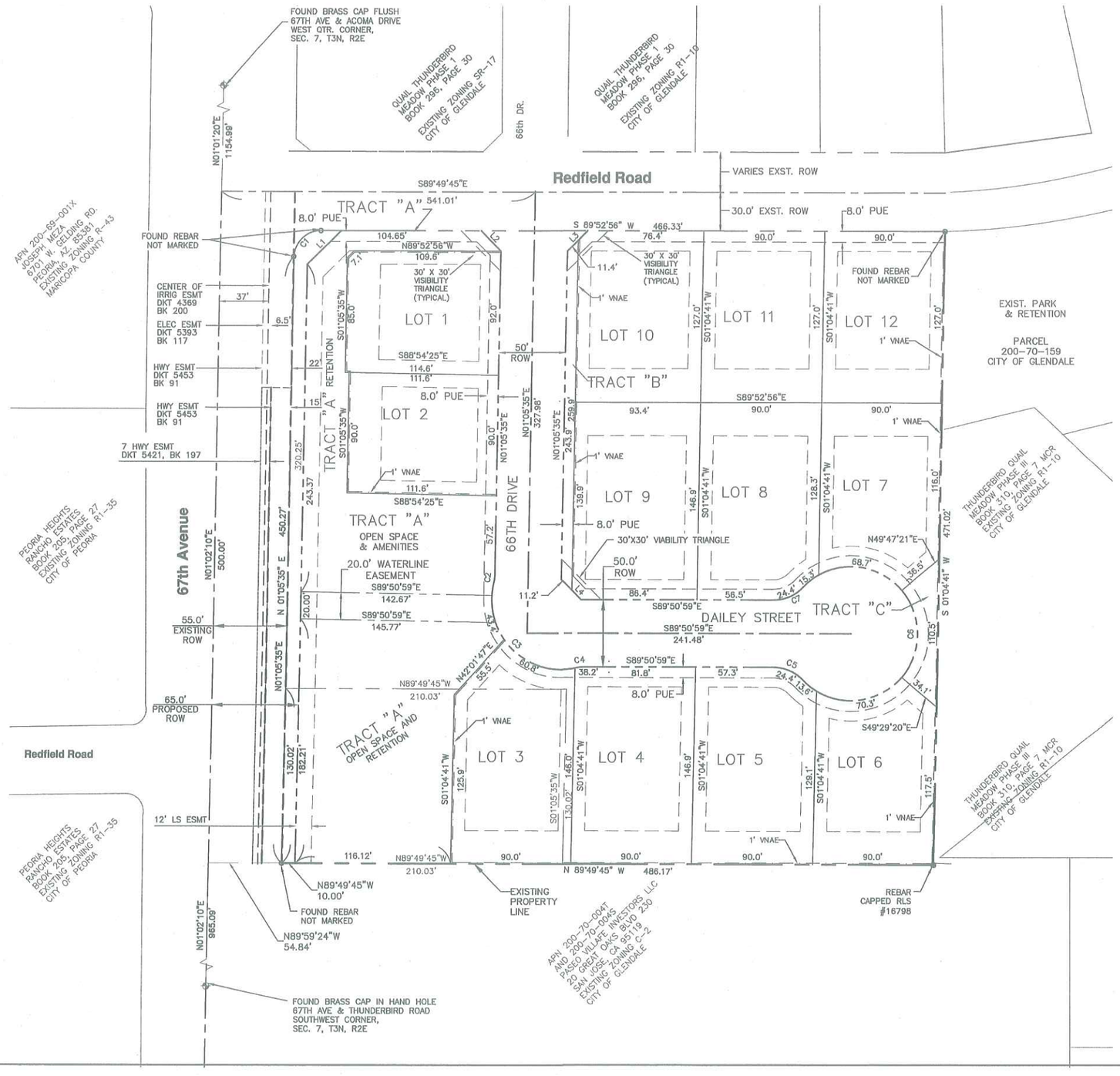
ESCA ENVIRONMENTAL, INC.

| DESIGN | DRAWN | CHECK | DATE | JOB | SHEET |
|---|---|---|---|---|---|
| CA | CA | ESC | 9–04–12 | | F1 OF 2 |

# FINAL PLAT - F&R REDFIELD LUXURY HOMES

## 6675 WEST REDFIELD ROAD

### A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

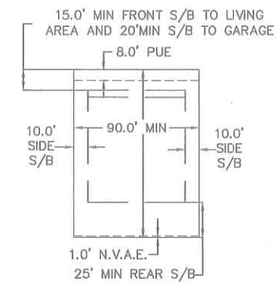



LEGEND:

- RIGHT-OF-WAY
- WATERLINE EASEMENT
- PRIVATE UTILITY EASEMENT (PUE)
- NON-VEHICULAR ACCESS EASEMENT
- FOUND MONUMENT AS NOTED HEREON
- CORNER PIN OR REBAR FOUND AS SHOWN
- CORNER CAPPED REBAR SET AS SHOWN

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 35.65 | S45°36'20"W |
| L2 | 21.03 | N44°23'40"W |
| L3 | 21.39 | N45°36'19"E |
| L4 | 21.04 | S44°22'42"E |

| CURVE TABLE | | |
|---|---|---|
| CURVE | LENGTH | RADIUS |
| C1 | 31.79 | 20.00 |
| C2 | 8.03 | 38.00 |
| C3 | 104.50 | 52.00 |
| C4 | 8.03 | 38.00 |
| C5 | 24.38 | 30.00 |
| C6 | 238.36 | 50.00 |
| C7 | 24.38 | 30.00 |




TYPICAL BUILDING SETBACK DETAIL

| SITE INFORMATION TABLE | | |
|---|---|---|
| | AREA (SF) | AREA (AC) |
| GROSS SITE AREA | 271,024.36 | 6.22 |
| NET SITE AREA | 223,811.70 | 5.14 |
| EXIST R/W | 42,276.70 | 0.97 |
| NEW R/W 67TH | 4,935.96 | 0.11 |
| NEW R/W INTERIOR | 32,516.46 | 0.75 |
| OPEN SPACE | 35,776.54 | 0.82 |
| OPEN SPACE % | 16.0% | - |
| GROSS DENSITY | 1.9 | - |
| NET DENSITY | 2.3 | - |

| LOT INFORMATION TABLE | | | |
|---|---|---|---|
| LOT | WIDTH (FT) | LENGTH (FT) | AREA (SF) |
| 1 | 91.58 | 114.63 | 10,415.60 |
| 2 | 90.00 | 114.63 | 10,046.27 |
| 3 | 90.01 | 146.89 | 13,390.53 |
| 4 | 90.01 | 146.92 | 13,218.72 |
| 5 | 90.01 | 146.92 | 13,009.60 |
| 6 | 90.01 | 122.00 | 11,412.03 |
| 7 | 90.01 | 122.00 | 11,394.89 |
| 8 | 90.01 | 146.91 | 12,989.65 |
| 9 | 93.44 | 146.91 | 13,696.58 |
| 10 | 93.38 | 127 | 11,836.15 |
| 11 | 90.01 | 127 | 11,431.61 |
| 12 | 90.01 | 127 | 11,431.61 |
| TOTAL | - | - | 144,273.24 |
| AVERAGE | 90.71 | 132.40 | 12,022.77 |
| MAX | 93.44 | 146.92 | 13,696.58 |
| MIN | 90.00 | 114.63 | 10,046.27 |

| TRACT TABLE | | |
|---|---|---|
| TRACT | AREA (SF) | DESCRIPTION/USE |
| A | 43,176.20 | O/S, LANDSCAPING, RETENTION, AMENITIES, WATERLINE EASEMENT |
| B | 2,015.02 | LANDSCAPE |
| C | 1,830.62 | LANDSCAPE |
| TOTAL TRACTS | 47,021.84 | |

N

0 20 40 80

SCALE: 1" = 40'

FINAL PLAT
F and R REDFIELD LUXURY HOMES

A PORTION OF THE SW ¼ OF SECTION 7
TOWNSHIP 3 NORTH, RANGE 2 EAST,
MARICOPA COUNTY, ARIZONA

ESCA ENVIRONMENTAL, INC.

| DESIGN | DRAWN | CHECK | DATE | JOB | SHEET |
|---|---|---|---|---|---|
| CA | CA | ESC | 9-04-12 | | F2 OF 2 |

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **FINAL PLAT APPLICATION FP12-01: CARMEL ESTATES – 19268 NORTH 54TH AVENUE** |
| Staff Contact: | **Jon M. Froke, AICP, Planning Director** |

## Purpose and Recommended Action

This is a request by Mandalay Communities, Inc. for City Council to approve the final plat for Carmel Estates, a Planned Residential Development, located south of the intersection of the 54th Avenue and Topeka Drive.

Staff recommends approval of Final Plat application FP12-01.

## Background Summary

Carmel Estates is a 39 lot single-family subdivision on 9.8 acres with a density of 4.0 dwelling units per acre. Lot sizes vary from 6,818 square feet to 13,254 square feet with an average lot size of 7,376 square feet. The proposed minimum lot width is 62 feet, and the minimum lot depth is 110 feet.

## Previous Related Council Action

On January 10, 2006, Council approved Rezoning Application ZON05-01 for this subdivision.

## Community Benefit/Public Involvement

This project provides for infill development on a vacant property and housing that is compatible with the surrounding area.

The applicant held a neighborhood meeting on September 12, 2005. Of the 158 people invited to the meeting, 25 property owners and interested parties attended. Issues discussed include: who the homebuilder will be; how the lots will be released; if there will be a homeowner's association; and how the existing site would be remediated. The answers provided were: it is anticipated that the subdivision would develop in one phase; a homebuilder had not yet been identified; a homeowner's association would be established; and the site would be remediated as required. Meeting attendees were satisfied with these responses.

# CITY COUNCIL REPORT

## Attachments

| | |
|---|---|
| Staff Report | Other |
| Map | Other |
| Map | |

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Jon M. Froke, AICP, Planning Director** |
| Item Title: | **FINAL PLAT APPLICATION FP12-01: CARMEL ESTATES – 19268 NORTH 54TH AVENUE** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This is a request by Mandalay Communities, Inc. for City Council to approve the final plat for Carmel Estates, a Planned Residential Development (PRD), located south of the intersection of the 54th Avenue and Topeka Drive.

## BACKGROUND

1. The applicant proposes a 39 lot single-family subdivision titled Carmel Estates on 9.8 acres with a density of 4.0 dwelling units per acre (du/ac). Lot sizes vary from 6,818 square feet to 13,254 square feet with an average lot size of 7,376 square feet. The proposed minimum lot width is 62 feet, and the minimum lot depth is 110 feet.

2. Vehicular access is provided by one connection on 54th Avenue and another connection on Topeka Drive.

3. Storm water runoff will be directed to landscaped detention Tract A located along the west property line.

4. The plat includes 1.02 acres of common open space or 10 percent of the total site. A sidewalk connection is provided to the Skunk Creek trail system. The developer will landscape and maintain City of Glendale owned land between the subdivision property line and the back of sidewalk along Skunk Creek; the inclusion of this city owned land brings the open space total to 15 percent.

5. All perimeter landscaping, all landscape tracts, recreational amenities, perimeter walls, theme walls, and entry features within the project will be owned and maintained by a homeowner's association.

6. The applicant held a neighborhood meeting on September 12, 2005. Of the 158 people invited to the meeting, 25 property owners and interested parties attended. Issues discussed include: who the homebuilder will be; how the lots will be released; if there will be a homeowner's association; and how the existing site would be remediated. Answers provided were: it is anticipated that the subdivision would develop in one phase; a homebuilder had not yet been identified; a homeowner's association would be established; and the site would be remediated as required.

7. On November 17, 2005, the Planning Commission recommended approval of Rezoning Application ZON05-01 and approved Preliminary Plat Application PP05-01 for this subdivision. On January 10, 2006, the Council approved Rezoning application ZON05-01.

8. A portion of this property was previously used as a landfill, and the prior property owner completed significant work to prepare the site for development. During site cleanup, the housing market took a downturn, and the project became inactive. Since that time, the site cleanup has been completed, and the property is ready for development as the housing market continues to improve.

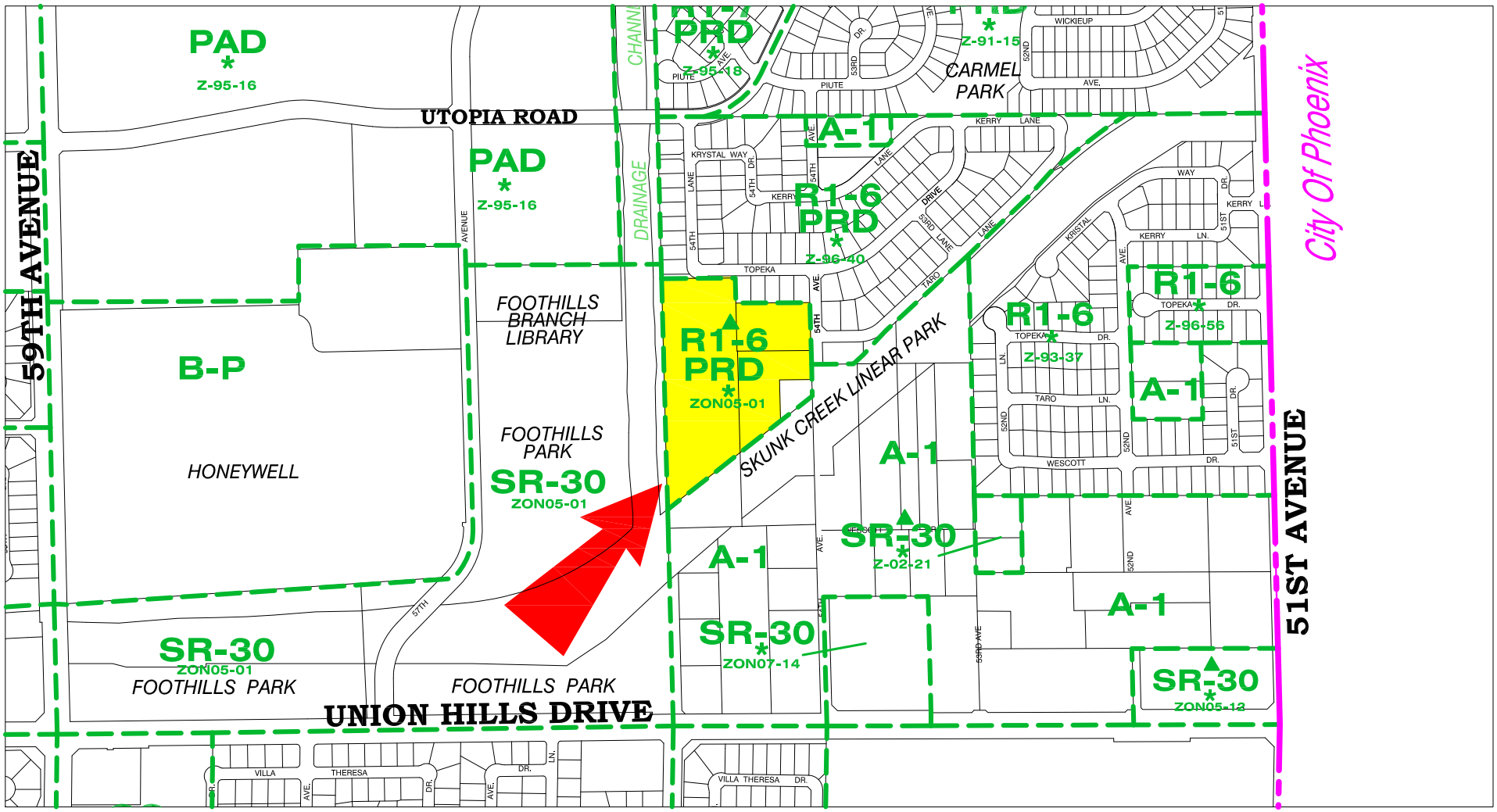
## ANALYSIS

- The proposed final plat is consistent with the General Plan land use designation of MDR (Medium Density Residential, 3.5-5 du/ac) and the existing R1-6 PRD (Single Residence, Planned Residential Development) zoning district.

- The request meets the requirements of the Subdivision and Minor Land Division Ordinance and meets the intent of the Residential Design and Development Manual.

- The request is consistent with the Carmel Estates Development Plan.

Staff recommends approval of Final Plat Application FP12-01.




GLENDALE

# CASE NUMBER

**FP12-01**

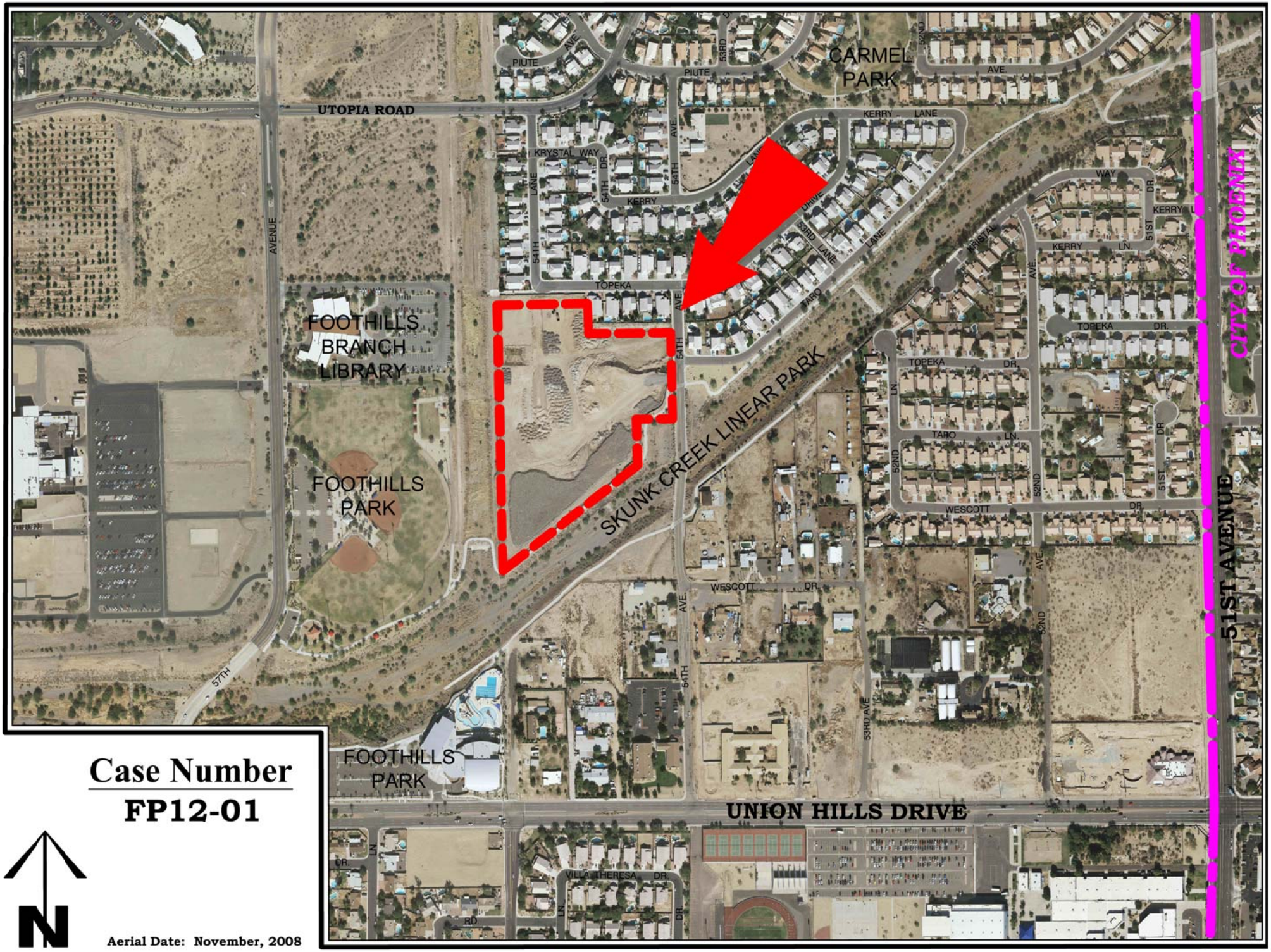
N

# REQUEST

**FINAL PLAT APPROVAL FOR "CARMEL ESTATES"**

# LOCATION

**19268 N. 54TH AVENUE**




**Case Number**

**FP12-01**

N

Aerial Date: November, 2008

Background and Purpose of Request:

Mandalay Communities, Inc. purchased this property in June of 2012. Cardno, Inc. on behalf of Mandalay Communities, Inc. is managing the site development of this project including the completion of the Final Plat thru recording, and completion of the subdivision improvements to prepare the way for vertical home construction by Mandalay.

Carmel Estates is a proposed 9.8 +/- acre subdivision located at 19268 North 54th Drive, south of the southwest corner of Topeka Drive and 54th Avenue. The property is currently undeveloped. It was originally planned in 2005 and received civil plan approval in July of 2007. At that time, the Final Plat (FP07-03) was close to being scheduled for City Council approval but that did not yet occur. Work on cleaning up the site to prepare for development was ongoing when the housing market crash occurred and the project went into a dormant stage.

Under Cardno's direction, Miller & Sons Surveying has prepared the Final Plat for submittal to staff for final review. When approved, this Final Plat will consolidate three vacant residential parcels (APN: 200-25-162A, 200-25-163, and 200-25-364), dedicate Rights-of Way, and establish easements for the purpose of preparing this property for development as a 39 lot single family residential community. This development will also provide dedicated open space for retention and resident use.

Description of the Proposal:

Carmel Estates is currently zoned R1-6 PRD and will generally expand the existing Carmel Cove community infrastructure, extending the existing 54th Lane to the south, providing an additional point of ingress/egress along 54th Avenue, and providing access to the 39 future 62' X 110' lots. This development is subject to the stipulations from the Rezoning Application ZON05-01, approved by the City Council on January 10, 2006 and the stipulations from the Preliminary Plat PP05-01, approved by the Planning Commission on November 17, 2005.

Relationship to Surrounding Properties:

This site is bound to the north by the existing Carmel Cove single family subdivision zoned R1-6, to the south by Skunk Creek Wash, to the east by 54th Avenue and a portion of the existing Carmel Cove single family subdivision, and to the west by the municipal owned 55th Avenue Drainage Way. The proposed development will blend with the adjacent residential uses, will provide a suitable suburban scale to the adjacent municipal open spaces and will generally complete development in the area.

# FINAL PLAT
FOR
# CARMEL ESTATES

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

## NOTES

1. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES,
   CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
   a). WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING.
   b). CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND
   THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
2. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
3. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND."
4. ALL LANDSCAPE TRACTS, LANDSCAPE EASEMENTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
5. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
6. ANY PIPE OR DRAINAGE STRUCTURE OUT OF TRACT A AND WITHIN THE CITY OF GLENDALE'S 55TH AVENUE DRAINAGE WAY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. LANDSCAPING INSTALLED BY THE DEVELOPER BETWEEN THE PROPERTY LINE AND BACK OF SIDEWALK ALONG SKUNK CREEK SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

VICINITY MAP NTS

## DEDICATION

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT MANDALAY COMMUNITIES INC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF CARMEL ESTATES, A 10.1457 ACRE SUBDIVISION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID CARMEL ESTATES, AND HEREBY DECLARES THAT SAID PLAT SET FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND TRACTS CONSTITUTING SAME AND THAT EACH LOT, STREET, AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT MANDALAY COMMUNITIES INC., AS OWNER, HEREBY DEDICATES TO THE CITY OF GLENDALE FOR USE AS SUCH THE STREETS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. TRACTS "A" THROUGH "H" SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ARE HEREBY DEDICATED TO THE CARMEL ESTATES HOMEOWNERS ASSOCIATION. TRACTS "A" THROUGH "H" ARE NOT TO BE CONSTRUED TO BE DEDICATED TO THE GENERAL PUBLIC, BUT ARE DECLARED FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS IN THE CARMEL ESTATES HOMEOWNERS ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND SHALL BE DEDICATED TO SAID ASSOCIATION FOR RECREATIONAL AND/OR OPEN SPACE PURPOSES AND NO DWELLING UNIT SHALL BE ALLOWED OR TO BE CONSTRUCTED ON SAID TRACTS. ALL TRACTS AS PLATTED AND SHOWN HEREON ARE TO BE MAINTAINED BY THE CARMEL ESTATES HOMEOWNERS ASSOCIATION.

TRACT "A" IS HEREBY DECLARED FOR DETENTION BASIN AND LANDSCAPING.

TRACTS "B" THROUGH "D" ARE HEREBY DECLARED FOR OPEN SPACE AND LANDSCAPING.

TRACTS "E" THROUGH "H" ARE HEREBY DECLARED FOR LANDSCAPING.

EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF:

MANDALAY COMMUNITIES, INC., AS OWNER, HAS HERETO CAUSED ITS CORPORATE SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THERETO DULY AUTHORIZED. THIS_____ DAY OF_____, 2012.

MANDALAY COMMUNITIES, INC.

BY: _____ ATTEST: _____

DAVID D. EVERSON PRESIDENT TITLE: _____

## IMPROVEMENT ASSURANCES

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

BY: _____

CITY ENGINEER (OR DESIGNATE) DATE
CITY OF GLENDALE, ARIZONA

## PRELIMINARY PLAT CONFORMANCE

I HEREBY CERTIFY THAT THIS FINAL PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION ON NOVEMBER 17, 2005.

BY: _____

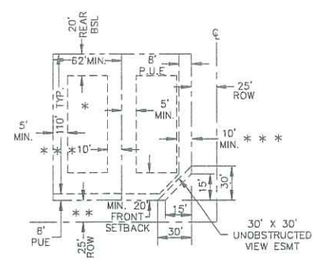
PLANNING DIRECTOR DATE
CITY OF GLENDALE, ARIZONA

## OWNER/DEVELOPER

MANDALAY COMMUNITIES, INC.
3540 EAST BASELINE ROAD, SUITE 120
PHOENIX, AZ. 85042
CONTACT: DAVID D. EVERSON,
PRESIDENT

## SURVEYOR

MILLER AND SONS SURVEYING
15069 WEST BRILES ROAD
SURPRISE, AZ. 85387
PH. (602) 285-1582
FX. (602) 279-5633
CONTACT: PAUL M. MILLER
R.L.S.# 34559 AZ.




## TYPICAL LOT LAYOUT

NTS

* 40% MAXIUM LOT COVERAGE

** MINIMUM 20' TO FACE OF GARAGE, 15' TO LIVING AREA.
3' STAGGER ON ADJACENT LOTS.

*** BAY WINDOWS AND ENTERTAINMENT CENTER MAY PROJECT 2' INTO THE "10-FOOT" SIDE YARD SETBACK.

## BASIS OF BEARING

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

BEARING=N01°32'45"W

## TRACT TABLE

DETENTION BASIN & LANDSCAPE TRACT 'A' = 9,020 S.F.
OPEN SPACE & LANDSCAPE TRACT 'B' = 10,888 S.F.
OPEN SPACE & LANDSCAPE TRACT 'C' = 6,422 S.F.
OPEN SPACE & LANDSCAPE TRACT 'D' = 8,912 S.F.
LANDSCAPE TRACT 'E' = 3,769 S.F.
LANDSCAPE TRACT 'F' = 2,124 S.F.
LANDSCAPE TRACT 'G' = 2,000 S.F.
LANDSCAPE TRACT 'H' = 1,080 S.F.

## APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA.
THIS _____ DAY OF _____, 2012.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

ON THIS THE____DAY OF _____, 2012 BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ AND _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF MANDALAY COMMUNITIES, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING IN THE NAME OF THE LIMITED LIABILITY COMPANY AS TRUSTEE, BY HIMSELF AS SUCH OFFICER.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY:_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

## CERTIFICATION

I, PAUL M. MILLER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2012, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 34559 PAUL M. MILLER 9/7/12 Date Signed ARIZONA, U.S.A. EXPIRES 3/31/15

BY: _____ 34559
PAUL M. MILLER REGISTRATION NUMBER
REGISTERED LAND SURVEYOR
MILLER & SONS SURVEYING, L.L.C.


MILLER & SONS SURVEYING
15069 W. BRILES ROAD,
SURPRISE, ARIZONA 85387
PHONE: (602) 285-1582
FAX: (602) 279-5633


FINAL PLAT FOR CARMEL ESTATES
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 4 NORTH, RANGE 2 EAST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

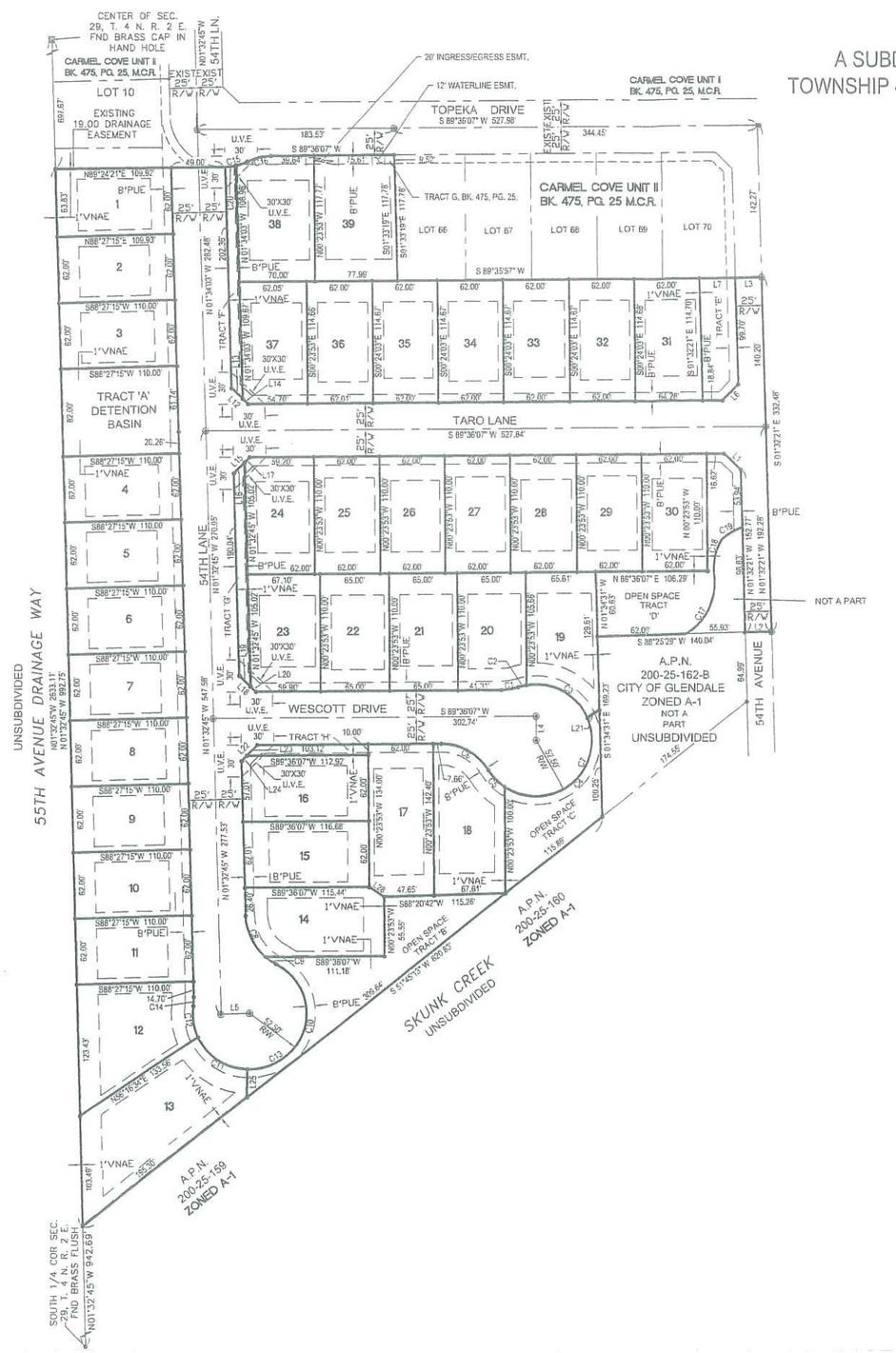
**FP012-01**

**September 11, 2012**

| REVISIONS: |
|---|
| REV. 1 |
| REV. 2 |
| REV. 3 |
| DESIGN BY: N/A |
| DRAWN BY: DB/TW |
| SCALE: N/A |
| DATE: 9/07/12 |
| JOB NO. 05-146 |

# FINAL PLAT
FOR
# CARMEL ESTATES

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S45°58'07"E | 21.43 |
| L2 | S88°27'39"W | 25.00 |
| L3 | N88°27'39"E | 25.00 |
| L4 | N00°23'53"W | 22.50 |
| L5 | S88°27'15"W | 26.36 |
| L6 | N44°01'53"E | 21.01 |
| L7 | N89°35'57"E | 33.85 |
| | | |
| L9 | S44°01'36"W | 21.13 |
| L10 | N44°01'36"E | 7.13 |
| L11 | N45°35'39"E | 7.14 |
| L12 | S45°58'19"E | 21.45 |
| L13 | S45°58'19"E | 14.29 |
| L14 | S45°58'19"E | 7.16 |
| L15 | S44°01'41"W | 21.00 |
| L16 | N44°01'41"E | 14.00 |
| L17 | N44°01'41"E | 7.00 |
| L18 | N45°58'19"W | 21.43 |
| L19 | S45°58'19"E | 14.29 |
| L20 | S45°58'19"E | 7.14 |
| L21 | S57°56'28"W | 13.74 |
| L22 | N44°01'41"E | 21.00 |
| L23 | S44°01'41"W | 14.00 |
| L24 | S44°01'41"W | 7.00 |
| L25 | N01°28'07"E | 26.52 |
| | | |
| | | |
| | | |
| L26 | S57°03'30"E | 17.19 |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 52.50' | 17°45'16" | 16.27' |
| C2 | 52.50' | 8°37'26" | 7.90' |
| C3 | 52.50' | 75°53'39" | 69.54' |
| C4 | 52.50' | 147°26'25" | 135.10' |
| C5 | 52.50' | 24°12'23" | 22.18' |
| C6 | 52.50' | 58°24'43" | 53.52' |
| C7 | 52.50' | 256°09'53" | 234.72' |
| C8 | 52.50' | 47°55'05" | 43.91' |
| C9 | 52.50' | 12°49'11" | 11.75' |
| C10 | 52.50' | 154°13'53" | 141.32' |
| C11 | 52.50' | 62°57'21" | 57.68' |
| C12 | 52.50' | 32°39'42" | 29.93' |
| C13 | 52.50' | 249°50'56" | 228.94' |
| C14 | 52.50' | 9°06'40" | 8.35' |
| C15 | 50.00' | 25°39'39" | 22.38' |
| C16 | 50.00' | 25°51'30" | 22.55' |
| C17 | 56.40' | 68°04'17" | 67.00' |
| C18 | 49.30' | 38°25'53" | 33.07' |
| C19 | 59.60' | 21°32'51" | 22.41' |
| C20 | 50.00' | 11°32'25" | 10.07' |

## LEGEND

| | |
|---|---|
| BSL | - BUILDING SETBACK LINE |
| R/W | - RIGHT-OF-WAY |
| PUE | - PUBLIC UTILITY EASEMENT |
| VNAE | - VEHICULAR NON-ACCESS EASEMENT |
| TELE ESMT | - TELEPHONE EASEMENT |
| ELEC ESMT | - ELECTRICAL EASEMENT |
| ◎ | - BRASS CAP FLUSH (TO BE SET UPON COMPLETION OF PAVING) |
| • | - 1/2" REBAR W/ LS CAP # 34559 (TO BE SET UPON COMPLETION OF MASS GRADING) |

NORTH

GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.


MILLER & SONS SURVEYING
15699 W. BRILES ROAD,
SURPRISE, ARIZONA 85387
PHONE: (602) 285-1592
FAX: (602) 279-8633


FINAL PLAT FOR CARMEL ESTATES
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 4 NORTH, RANGE 2 EAST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
34559
PAUL M. MILLER
Date Signed 9-07-12
ARIZONA, U.S.A.
EXPIRES 3/31/13

REVISIONS:
REV. 1
REV. 2
REV. 3

DESIGN BY: N/A
DRAWN BY: DB/TW
SCALE: 1"=60'
DATE: 9/07/12

JOB NO.
05-146

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **CONSTRUCTION AGREEMENT – GLENDALE PUBLIC HOUSING BATHROOM REMODEL** |
| Staff Contact: | **Elaine Adamczyk, Housing Services Administrator** |

## Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with McKenna Contracting, LLC, in an amount not to exceed $89,125.92. This construction agreement will allow the City of Glendale's Community Housing Division to continue the repair, and replacement of aging components in up to 18 bathrooms within Glendale Public Housing.

## Background Summary

The city's Community Housing Division maintains three public housing complexes in three separate locations. There are 51 apartments at Lamar Homes located at 6100 W. Lamar Rd, 70 apartments at Glendale Homes located at 5215 W. Ocotillo and 34 apartments at Cholla Vista Apartment Homes located at 5320 W. Maryland Avenue.

As part of the city's ongoing maintenance program, up to 18 city-owned public housing apartment bathrooms will be repaired, and aging components replaced. Bathroom improvements will consist of tubs, showers, lavatories, flooring, medicine cabinets, vanities and lighting.

## Previous Related Council Action

Council approved funding for this project during the adoption of the FY 2011-12 CDBG Annual Action Plan.

## Community Benefit/Public Involvement

The apartments in the city's three public housing communities are in very good condition due to ongoing maintenance programs funded by federal public housing Capital Fund Program and Community Development Block Grant (CDBG) awards. The funding will allow the Glendale Community Housing Division to continue to maintain the apartments while improving the quality of life for public housing residents.

# CITY COUNCIL REPORT

## Budget and Financial Impacts

| Cost | Fund-Department-Account |
|---|---|
| **$89,125,92** | **1320-31099-518200** |

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

Bid Tab

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Elaine Adamczyk, Housing Services Administrator** |
| Item Title: | **CONSTRUCTION AGREEMENT – GLENDALE PUBLIC HOUSING BATHROOM REMODEL** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This report contains information on a proposed contract with McKenna Contracting, LLC, to continue the repair and replacement of aging components in bathrooms within Glendale Public Housing. The purpose of this report is to request the City Manager place this item on an agenda for City Council consideration.

## BACKGROUND

On behalf of the city, the Glendale Community Housing Division maintains three public housing complexes in three separate locations. There are 51 apartments located at 6100 W. Lamar Road (Lamar Homes), 70 apartments located at 5215 W. Ocotillo Road (Glendale Homes), and 34 apartments located at 5320 W. Maryland Avenue (Cholla Vista Apartment Homes).

As part of the ongoing maintenance program, up to 18 city-owned public housing apartment bathrooms will be repaired, and aging components will be replaced. Bathroom components will consist of tubs, showers, lavatories, flooring, medicine cabinets, vanities and lighting.

The apartments in the city's three public housing communities are in very good condition due to ongoing maintenance programs funded by federal public housing Capital Fund Program and Community Development Block Grant (CDBG) awards. The funding will allow the Glendale Community Housing Division to continue to maintain the apartments while improving the quality of life for public housing residents.

## ANALYSIS

During FY 2011-12, the Glendale Community Housing Division was successfully awarded CDBG funds in the amount of $166,804.

Without this funding, these activities would have to take place over a longer period of time as can be afforded within the federal public housing Capital Fund Program, and on a per item basis (shower head, faucet, sink, etc.).

## FISCAL IMPACTS

Council approved funding this project during the adoption of the FY 2011-12 CDBG Annual Action Plan. These CDBG funds are required to be obligated and spent within 18 months. Approval of this construction agreement in the amount of $89,125.92 satisfies this obligation within the allotted time frame.

Of the awarded $166,804 in CDBG funds, a total of $27,149.98 was used for critical emergency bathroom repairs and replacements.

Funds in the amount of $139,654.02 are available for all proposed bathroom repairs through the approved CDBG grant account (1320-31099-518200).

C-_____

# CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and McKenna Contracting, LLC, an Arizona limited liability company ("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 365 (three hundred sixty-five) 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 $89,125.92, 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:

McKenna Contracting, LLC
Attn: David McKenna
5154 W. Windrose
Glendale, AZ 85304

(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: Mike Johnson
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 |

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

McKenna Contracting, LLC
an Arizona limited liability company

_____
By: David McKenna
Its: Member

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A**
**CONSTRUCTION AGREEMENT**

PROJECT

Provide labor and materials to renovate approximately 18 bathrooms which will be throughout the Glendale Public Housing complexes. The bathrooms are to be remodeled as they become available through normal housing vacancies. Renovation to include but not limited to: demolition, electrical rework, plumbing rework, new fixtures, windows, paint finishes, and owner-provided ceramic floor tile.

# 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 $89,125.92.

## DETAILED PROJECT COMPENSATION

As shown on Page 8 of the Bid Schedule

# 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.

BID TABULATION

**PROJECT# 111209-GLENDALE PUBLIC HOUSING BATHROOM REMODEL**

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: August 21, 2012 - 10:00 a.m.

| | CONTRACTOR | BID BOND/ CHECK | ACKNOWLEDGE ADDENDUM 1 | **TOTAL BASE BID** |
|---|---|---|---|---|
| 1 | MCKENNA CONTRACTING | BB | YES | *$ 89,125.92* |
| 2 | JOVOS, INC. | BB | YES | *$ 121,590.00* |
| 3 | GOLDSTEIN & LUERA CONSTRUCTION, LLC | BB | YES | *$ 168,678.00* |
| 4 | VENTURELLI BUILDING & DESIGN, LLC | BB | YES | *$ 198,518.76* |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Engineers Estimate: $117,000.00

Time of completion for this project is three hundred sixty-five (365) consecutive days from and including the date of receipt of the notice to proceed.

BID TABULATION

**PROJECT# 111209-GLENDALE PUBLIC HOUSING BATHROOM REMODEL**

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: August 21, 2012 - 10:00 a.m.

| | CONTRACTOR | BID BOND/ CHECK | ACKNOWLEDGE ADDENDUM 1 | **TOTAL BASE BID** |
|---|---|---|---|---|
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |

Engineers Estimate: $117,000.00

Time of completion for this project is three hundred sixty-five (365) consecutive days from and including the date of receipt of the notice to proceed.

BID TABULATION

**PROJECT# 111209-GLENDALE PUBLIC HOUSING BATHROOM REMODEL**

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: August 21, 2012 - 10:00 a.m.

| | CONTRACTOR | BID BOND/ CHECK | ACKNOWLEDGE ADDENDUM 1 | **TOTAL BASE BID** |
|---|---|---|---|---|
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |

Engineers Estimate: $117,000.00

Time of completion for this project is three hundred sixty-five (365) consecutive days from and including the date of receipt of the notice to proceed.

# CITY COUNCIL REPORT

Meeting Date: **10/23/2012**
Meeting Type: **Voting**
Title: **LANDSCAPE SPRINKLER IRRIGATION SERVICE**
Staff Contact: **Erik Strunk, Executive Director, Parks, Recreation and Library Services**

## Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional service agreement with Mariposa Landscape Arizona, Inc. in the amount not to exceed $113,697.96 for the maintenance and operation of the park and facility sprinkler and drip irrigation systems.

## Background Summary

The Parks, Recreation and Library Services Department manages and maintains 119 parks/facilities that are either sprinkler and/or drip irrigated. In the past, these systems were maintained by four City of Glendale irrigation technicians. As a part of the FY 2012-13 budget review process, the department eliminated its four irrigation technicians after determining it would be less expensive to outsource these functions. As a result, the city solicited proposals to engage a sprinkler irrigation or landscape contractor to provide manual and technical work at a skilled level involving the maintenance, repair and operation of turf sprinkler systems, drip irrigation, and complex electrical and mechanical, irrigation systems at municipal parks.

It is anticipated the contractor will begin providing the service in October 2012 and continue for two years. The city may extend the term of the agreement three additional years in one-year increments.

## Previous Related Council Action

On April 27, 2010, Council authorized the City Manager to enter into an agreement for park and facility landscape maintenance services with Mariposa Landscape Arizona, Inc. The city is still using their services and Mariposa is meeting performance expectations.

## Community Benefit/Public Involvement

Well maintained and operated irrigation and drip systems will enhance park appearance; allow for better water management; reduce the probability of turf and soil disease, improve landscape maintenance efficiency, and provide water applications that are conducive to safe open-space play areas.

# CITY COUNCIL REPORT

## Budget and Financial Impacts

| Cost | Fund-Department-Account |
|---|---|
| **$113,697.96** | **1000-13020-518200** |

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: | **Erik Strunk, Executive Director, Parks, Recreation & Library Services** |
| Item Title: | **LANDSCAPE SPRINKLER IRRIGATION SERVICE** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This report contains information on the proposed contract for the outsourcing of city park landscape sprinkler irrigation services to Mariposa Landscape Arizona, Inc. 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 item was previously reviewed and approved in concept by the City Council as a part of the FY 2012-13 budget setting process.

The Parks, Recreation and Library Services Department manages and maintains 119 parks/facilities city-wide that are either sprinkler and/or drip-irrigated. In the past, these systems were maintained by four City of Glendale irrigation technicians. The recent reduction in the department's workforce resulted in the loss of four irrigation technicians. Consequently, the city solicited proposals to engage a sprinkler irrigation or landscape contractor to provide manual and technical work at a skilled level involving the maintenance, repair and operation of turf sprinkler systems, drip irrigation, and complex electrical and mechanical, irrigation systems at municipal parks.

It is anticipated the contractor will begin providing the service on October 1, 2012, and continue for a period of two years. The city may extend the term of the agreement three additional years in one-year increments. An evaluation panel consisting of staff from the City of Glendale Parks, Recreation and Library Services Department, the Water Services Department, and the cities of Mesa and Peoria reviewed the proposals. Specific evaluation factors included: maintenance and operational plan, organizational background and experience, cost of services, and water conservation. Mariposa Landscape Arizona, Inc. submitted the offer that scored the highest and was selected for recommendation by the evaluation committee.

# STAFF REPORT

## ANALYSIS

A total of $165,000 is budgeted for the management of the landscape sprinkler and irrigation services and necessary supplies in FY2012-13. Mariposa Landscape Arizona, Inc. can provide the management and maintenance services for $113,697.96. Additional funds are budgeted for lines supplies, such as sprinkler heads, PVC, valves, controllers, couplers, and other similar items related to routine irrigation repair.

## FISCAL IMPACTS

The agreement identifies an initial annual payment of $113,697.96 for each of the first two years. Contract payments and funding for necessary supplies are budgeted in the FY2012-13 Parks, Recreation and Library Services Department operating budget account #1000-13020-518200.

# AGREEMENT FOR
# LANDSCAPE SPRINKLER AND IRRIGATION SERVICE
## City of Glendale Solicitation No. RFP 12-42

This Agreement for Landscape Sprinkler and Irrigation Service ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and MARIPOSA LANDSCAPE ARIZONA, INC., an Arizona, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2012.

## 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. RFP 12-42 (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 $113,697.96 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.

## 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:

Mariposa Landscape Arizona, Inc.
c/o Luis Huizar, Vice President
7677 North 67th Avenue
Glendale, AZ 85301

(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 Mike Gregory, Recreation Manager
5850 West Glendale Avenue
Glendale, Arizona 85301
623-930-2652

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 two year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three 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 |

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

City of Glendale,
an Arizona municipal corporation

Horatio E. Skeete, Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Mariposa Landscape Arizona, Inc.,
an Arizona corporation

By: Luis Huizar
Its: Vice President



(Revised 6/1/11)

**EXHIBIT A**

**AGREEMENT FOR LANDSCAPE SPRINKLER AND IRRIGATION SERVICE**

PROJECT

Maintenance, repair and operation of turf sprinkler systems, drip irrigation (underground and overland systems), and complex electrical and mechanical, irrigation systems and/or plumbing used at municipal parks and facilities.

**EXHIBIT B**

**AGREEMENT FOR LANDSCAPE SPRINKLER AND IRRIGATION SERVICE**

COMPENSATION

## METHOD AND AMOUNT OF COMPENSATION

Monthly payments not to exceed $113,697.96 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 $113,697.96 annually.

## DETAILED PROJECT COMPENSATION

See attached.

| | | |
|---|---|---|
| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Clavelito | TRUE | Rainbird | 1 | 1 | 2' | 1 | 7 | Hunter and Rainbird | 98 | | $ 36.38 | $ 436.56 |
| Community Center N | TRUE | Manual | 0 | 1 | 1 | 1 | 8 | N/A | 0 | 150 | $ 41.58 | $ 498.96 |
| Community Center S | TRUE | Irritrol | 1 | 1 | 3/4' | 1 | 2 | N/A | 0 | 75 | $ 10.39 | $ 124.68 |
| Country Gables | TRUE | Irritrol | 1 | 2 | 2' | 2 | 20 | Hunter | 69 | 100 | $ 103.95 | $ 1,247.40 |
| Delicias | TRUE | Irritrol | 1 | 1 | 2' | 1 | 3 | Hunter | 20 | 487 | $ 15.59 | $ 187.08 |
| Desert Garden | TRUE | Motorola | 1 | 2 | 2' | 2 | 26 | Hunter and Rainbird | 170 | 0 | $ 135.13 | $ 1,621.56 |
| Desert Mirage | TRUE | Motorola | 1 | 2 | 2' | 2 | 27 | Hunter | 139 | 150 | $ 140.33 | $ 1,683.96 |
| Desert Rose | TRUE | Motorola | 1 | 2 | 2' | 2 | 26 | Hunter and Rainbird | 386 | 600 | $ 135.13 | $ 1,621.56 |
| Desert Valley | TRUE | Motorola | 1 | 1 | 1' | 1 | 4 | N/A | 0 | 766 | $ 20.79 | $ 249.48 |
| Discovery | TRUE | Motorola | 1 | 2 | 2' | 2 | 40 | Hunter and Rainbird | 400 | 0 | $ 207.90 | $ 2,494.80 |
| Dos Lagos | TRUE | Motorola | 1 | 1 | 1' | 1 | 40 | Hunter and Rainbird | 218 | 0 | $ 207.90 | $ 2,494.80 |
| Dtown Triangle | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 9 | Rainbird | 55 | 100 | $ 46.78 | $ 561.36 |
| El Barrio | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 6 | Rainbird | 55 | | $ 31.18 | $ 374.16 |
| EMcCarthy Sensory Gard | TRUE | Irritrol | 1 | 1 | 2' | 1 | 6 | Rainbird | 160 | 125 | $ 31.18 | $ 374.16 |
| Field Operatons | TRUE | Irritrol | 2 | 3 | 2' | 3 | 27 | N/A | 40 | 1550 | $ 140.33 | $ 1,683.96 |
| Fire Station 151 | TRUE | Rain Dial | 1 | 1 | 1' | 1 | 3 | N/A | 0 | 120 | $ 15.59 | $ 187.08 |
| Fire Station 152 | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 1 | N/A | 0 | 70 | $ 5.20 | $ 62.40 |
| Fire Station 153 | TRUE | Manual | 0 | 1 | 1 1/2' | 1 | 3 | Hunter and Rainbird | 10 | 25 | $ 15.59 | $ 187.08 |
| Fire Station 154 | TRUE | Irritrol | 1 | 1 | 2' | 1 | 8 | N/A | 0 | 50 | $ 41.58 | $ 498.96 |
| Fire Station 155 | TRUE | Irritrol | 1 | 1 | 2' | 1 | 15 | Hunter | 134 | 500 | $ 77.96 | $ 935.52 |
| Fire Station 156 | TRUE | Irritrol | 1 | 2 | 2' | 1 | 4 | Rainbird | 35 | 75 | $ 20.79 | $ 249.48 |
| Fire Station 157 | TRUE | Irritrol | 1 | 1 | 2' | 1 | 6 | Rainbird | 91 | 200 | $ 31.18 | $ 374.16 |

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|---|---|---|
| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fire Station 158 | TRUE | Irritrol | 1 | 1 | 2' | 1 | 3 | N/A | 0 | 260 | $ 15.59 | $ 187.08 |
| Fire Station 159 | TRUE | Irritrol | 1 | 1 | 1' | 1 | 3 | N/A | 0 | 600 | $ 15.59 | $ 187.08 |
| Foothills Ballfield | TRUE | Motorola | 2 | 1 | 4' | 1 | 28 | Hunter and Rainbird | 389 | 1250 | $ 145.53 | $ 1,746.36 |
| Foothills Library | TRUE | Irritrol | 1 | 1 | 2' | 1 | 12 | Rainbrd | 42 | 1200 | $ 62.37 | $ 748.44 |
| Foothills Skate Court | TRUE | Irrinet | 1 | 3 | 2 1/2' | 3 | 32 | Hunter and Rainbird | 291 | 625 | $ 166.32 | $ 1,995.84 |
| FRAC | TRUE | Irritrol | 1 | 1 | 1' | 1 | 5 | N/A | 0 | 475 | $ 25.99 | $ 311.88 |
| Gardenwood | TRUE | Motorola | 1 | 1 | 2' | 1 | 14 | Rainbird | 64 | 200 | $ 72.76 | $ 873.12 |
| Grand Linear | TRUE | Motorolla | 10 | 7 | 2' | 7 | 55 | Hunter | 1547 | 10464 | $ 285.86 | $ 3,430.32 |
| Greenbrier | TRUE | Motorola | 1 | 1 | 2' | 1 | 20 | Hunter and Rainbird | 195 | 0 | $ 103.95 | $ 1,247.40 |
| Greenway Granada | TRUE | Motorola | 1 | 2 | 2' | 2 | 40 | Hunter and Rainbird | 23 | 350 | $ 207.90 | $ 2,494.80 |
| Heritage | TRUE | Irritrol | 1 | 1 | 1' | 1 | 4 | Rainbird | 65 | 40 | $ 20.79 | $ 249.48 |
| Hidden Meadows | TRUE | Irritrol | 1 | 1 | 3' | 1 | 24 | Hunter | 535 | 1825 | $ 124.74 | $ 1,496.88 |
| Hillcrest | TRUE | Motorola | 1 | 2 | 2' | 2 | 23 | Hunter | 104 | 600 | $ 119.54 | $ 1,434.48 |
| Horizon | TRUE | N/A | 0 | 0 | 0 | 0 | 0 | N/A | 0 | 0 | $ - | $ - |
| Kings | TRUE | Irritrol | 1 | 2 | 2' | 2 | 24 | Hunter | 108 | 100 | $ 124.74 | $ 1,496.88 |
| Lawrence | TRUE | Motorola | 1 | 1 | 2' | 1 | 13 | Hunter | 189 | 220 | $ 67.57 | $ 810.84 |
| Lions | TRUE | N/A | 0 | 0 | 0 | 0 | 0 | N/A | 0 | 0 | $ - | $ - |
| Main Library | TRUE | Irritrol | 1 | 1 | 4' | 1 | 8 | Hunter and Rainbird | 110 | 2500 | $ 41.58 | $ 498.96 |
| Manistee | TRUE | Irritrol | 1 | 1 | 2' | 1 | 4 | Hunter | 130 | 300 | $ 20.79 | $ 249.48 |
| Mary Silva | TRUE | Irritrol | 1 | 2 | 2' | 2 | 18 | Hunter and Rainbird | 185 | 30 | $ 93.55 | $ 1,122.60 |
| Maryland Lakes | TRUE | Motorola | 1 | 2 | 2' | 2 | 18 | Hunter | 400 | 200 | $ 93.55 | $ 1,122.60 |
| Memmingen | TRUE | Irritrol | 1 | 1 | 2' | 1 | 7 | Hunter | 80 | | $ 36.38 | $ 436.56 |
| Mission | TRUE | Irritrol | 1 | 2 | 2' | 1 | 21 | Hunter and Rainbird | 145 | 100 | $ 109.15 | $ 1,309.80 |

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| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mondo | TRUE | Imitrol | 1 | 1 | 2' | 1 | 6 | Rainbird | 130 | 200 | $ 31.18 | $ 374.16 |
| Montara | TRUE | Imitrol | 1 | 1 | 2' | 1 | 16 | Hunter and Rainbird | 88 | 100 | $ 83.16 | $ 997.92 |
| Murphy | TRUE | Motorola | 1 | 2 | 2' | 2 | 20 | Hunter and Rainbird | 423 | | $ 77.96 | $ 935.52 |
| Myrtle | TRUE | Motorola | 1 | 1 | 1' | 1 | 2 | | 0 | 135 | $ 10.39 | $ 124.68 |
| Myrtle-Grand | TRUE | Imitrol | 1 | 1 | 1' | 1 | 8 | Rainbird | 56 | 200 | $ 41.58 | $ 498.96 |
| New World | TRUE | Motorola | 1 | 5 | 2' | 5 | 38 | Hunter and Rainbird | 375 | 60 | $ 197.50 | $ 2,370.00 |
| Northern Horizon | TRUE | Motorola | 2 | 2 | 2' | 2 | 26 | Hunter and Rainbird | 255 | 1300 | $ 135.13 | $ 1,621.56 |
| Oasis | TRUE | Motorola | 1 | 2 | 6' | 1 | 24 | Hunter and Rainbird | 162 | 300 | $ 124.74 | $ 1,496.88 |
| Ocotillo Rose | TRUE | Imitrol | 1 | 2 | 2' | 1 | 18 | Hunter and Rainbird | 200 | 0 | $ 93.55 | $ 1,122.60 |
| O'Neil | TRUE | Motorola | 2 | 5 | 2' | 3 | 6 | Hunter | 480 | 1076 | $ 31.18 | $ 374.16 |
| Orangewood | TRUE | Motorola | 1 | 2 | 2' | 2 | 36 | Hunter and Rainbird | 140 | 637 | $ 187.11 | $ 2,245.32 |
| Pasadena | TRUE | Imitrol | 1 | 1 | 2' | 1 | 15 | Hunter and Rainbird | 102 | 60 | $ 77.96 | $ 935.52 |
| Paseo Neighborhood | TRUE | Imitrol | 1 | 1 | 1' | 1 | 11 | Hunter | 26 | 225 | $ 57.17 | $ 686.04 |
| Paseo Racquet Center | TRUE | Motorola | 1 | 1 | 4' | 1 | 9 | Hunter | 53 | 175 | $ 46.78 | $ 561.36 |
| Paseo Sports Complex | TRUE | Motorola | 1 | 1 | 4' | 1 | 22 | Hunter | 672 | 1200 | $ 114.34 | $ 1,372.08 |
| Plaza Rosa | TRUE | Imitrol | 1 | 1 | 1' | 1 | 2 | Hunter | 13 | 0 | $ 10.39 | $ 124.68 |
| Prosecutor's Office | TRUE | Imitrol | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 75 | $ 5.20 | $ 62.40 |
| Retention 55/Paradise | TRUE | Manual | 0 | 1 | 2' | 0 | 2 | Toro 540, R/B 1800 | 54 | 0 | $ 10.39 | $ 124.68 |
| Retention 56/Peoria | TRUE | Imitrol | 1 | 1 | 1 1/2' | 1 | 12 | Hunter and Rainbird | 79 | 100 | $ 62.37 | $ 748.44 |
| Retention 57/Michigan | TRUE | Imitrol | 1 | 1 | 2' | 1 | 8 | Hunter | 29 | 0 | $ 41.58 | $ 498.96 |
| Retention 64/Myrtle | TRUE | Motorola | 1 | 1 | 2' | 1 | 1 | N/A | 0 | 100 | $ 5.20 | $ 62.40 |
| Retention 65/Redfield | TRUE | Imitrol | 1 | 1 | 2' | 1 | 8 | Hunter | 58 | 40 | $ 41.58 | $ 498.96 |

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| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Retention 67/Mtn View | TRUE | Irritrol | 1 | 1 | 2' | 1 | 8 | Hunter | 65 | 0 | $ 41.58 | $ 498.96 |
| Retention 67/Pinnacle Pk | TRUE | Irritrol | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 50 | $ 5.20 | $ 62.40 |
| Retention 70/Nicolet | TRUE | Irritrol | 1 | 1 | 2' | 1 | 6 | Hunter | 64 | | $ 31.18 | $ 374.16 |
| Retention 71/Maryland | TRUE | Irritrol | 1 | 1 | 2' | 1 | 9 | Hunter and Rainbird | 135 | | $ 46.78 | $ 561.36 |
| Retention 74/Luke | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 10 | Hunter | 51 | 0 | $ 51.97 | $ 623.64 |
| Retention 74/Medlock | TRUE | Irritrol | 1 | 1 | 2' | 1 | 4 | Hunter | 23 | | $ 20.79 | $ 249.48 |
| Retention 76/Missouri | TRUE | Hardie Total Control | 1 | 1 | 1 1/2' | 1 | 11 | Hunter | 42 | | $ 57.17 | $ 686.04 |
| Retention 77/Luke | TRUE | Hardie Total Control | 1 | 1 | 1 1/2' | 1 | 6 | Hunter | 42 | 0 | $ 31.18 | $ 374.16 |
| Retention 79/Camelback | TRUE | Irritrol | 1 | 1 | 2' | 1 | 6 | Hunter | 30 | 0 | $ 31.18 | $ 374.16 |
| Retention 79/Krall | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 12 | Hunter | 69 | 200 | $ 62.37 | $ 748.44 |
| Retention 79/Market | TRUE | Rainbird | 1 | 1 | 1 1/2' | 1 | 12 | Hunter | 71 | 200 | $ 62.37 | $ 748.44 |
| Retention 79/Solano | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 5 | Hunter | 45 | 12 | $ 25.99 | $ 311.88 |
| Retention 81/Georgia | TRUE | Irritrol | 1 | 1 | 2' | 1 | 4 | Hunter | 25 | 0 | $ 20.79 | $ 249.48 |
| Retention 82/Maryland | TRUE | Irritrol | 1 | 1 | 2' | 1 | 8 | Hunter | 46 | | $ 41.58 | $ 498.96 |
| Retention 85/Maryland | TRUE | Irritrol | 1 | 1 | 2' | 1 | 12 | Hunter | 54 | | $ 62.37 | $ 748.44 |
| Retention 90/McLellan | TRUE | Irritrol | 1 | 1 | 2' | 1 | 14 | Hunter | 74 | | $ 72.76 | $ 873.12 |
| Retention 91/Rose Ln | TRUE | Irritrol | 1 | 1 | 2' | 1 | 12 | Hunter | 88 | 50 | $ 62.37 | $ 748.44 |
| Rose Lane | TRUE | Motorola | 1 | 1 | 3' | 1 | 22 | Hunter | 164 | 200 | $ 114.34 | $ 1,372.08 |
| Rose Lane Pool | TRUE | Irritrol | 1 | 1 | 2' | 1 | 14 | Rainbird | 74 | 275 | $ 72.76 | $ 873.12 |
| Rovey | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 2 | Hunter | 13 | 50 | $ 10.39 | $ 124.68 |
| Sahuaro Ranch - Barnyard | TRUE | Irritrol | 1 | 1 | 2' | 1 | 4 | N/A | 0 | 40 | $ 20.79 | $ 249.48 |

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| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sahuaro Ranch - Brown St | TRUE | Motorola | 1 | 1 | 4' | 1 | 1 | Netafin | 0 | 0 | $ 5.20 | $ 62.40 |
| Sahuaro Ranch - Dog Park | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 4 | Hunter and Rainbird | 62 | 50 | $ 20.79 | $ 249.48 |
| Sahuaro Ranch - Foreman's | TRUE | Irritrol | 1 | 1 | 1' | 1 | 2 | Hunter and Rainbird | 45 | 0 | $ 10.39 | $ 124.68 |
| Sahuaro Ranch - Library | TRUE | Irritrol | 1 | 1 | 4' | 1 | 2 | Hunter and Rainbird | 111 | 30 | $ 10.39 | $ 124.68 |
| Sahuaro Ranch - Mtn View | TRUE | Rainbird | 1 | 1 | 2' | 5 | 6 | Hunter and Rainbird | 1300 | 2000 | $ 31.18 | $ 374.16 |
| Sahuaro Ranch - P House | TRUE | Rainbird | 1 | 1 | 2' | 1 | 1 | Hunter | 6 | 0 | $ 5.20 | $ 62.40 |
| Sahuaro Ranch - Pec/Ram | TRUE | Irritrol | 1 | 1 | 2' | 1 | 22 | Hunter and Rainbird | 428 | 4 | $ 114.34 | $ 1,372.08 |
| Sahuaro Ranch - R Garden | TRUE | Irritrol | 1 | 1 | 2' | 1 | 2 | Rainbird | 17 | 30 | $ 10.39 | $ 124.68 |
| Sahuaro Ranch - Soccer | TRUE | Motorola | 1 | 2 | 2' | 1 | 12 | Hunter | 127 | 0 | $ 62.37 | $ 748.44 |
| Sahuaro Ranch - V Ball | TRUE | Motorola | 1 | 2 | 2' | 1 | 4 | Hunter and Rainbird | 66 | 0 | $ 20.79 | $ 249.48 |
| Sahuaro Ranch - Well Site | TRUE | Irritrol | 1 | 1 | 2' | 1 | 1 | N/A | 0 | 28 | $ 5.20 | $ 62.40 |
| Sahuaro Ranch Spt Comp | TRUE | Irritrol | 6 | 1 | 4' | 1 | 34 | Hunter | 274 | 1000 | $ 176.71 | $ 2,120.52 |
| Sands | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 2 | Hunter | 14 | 12 | $ 10.39 | $ 124.68 |
| Sierra Verde | TRUE | Motorola | 1 | 3 | 2' | 1 | 47 | Hunter and Rainbird | 319 | 300 | $ 244.28 | $ 2,931.36 |
| Sine Building | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 1 | N/A | 0 | 50 | $ 5.20 | $ 62.40 |
| Skunk Creek - 51 Kerry | TRUE | Irritrol | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 200 | $ 5.20 | $ 62.40 |
| Skunk Creek - 57 Bridge | TRUE | Leit | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 300 | $ 5.20 | $ 62.40 |
| Skunk Creek - 65 Drive | TRUE | Irritrol | 1 | 1 | 1' | 1 | 2 | N/A | 0 | 500 | $ 10.39 | $ 124.68 |
| Skunk Creek - Bell Bridge | TRUE | Motorola | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 175 | $ 5.20 | $ 62.40 |
| Skunk Creek - C Bello | TRUE | Unik | 1 | 1 | 1' | 0 | 1 | N/A | 0 | 25 | $ 5.20 | $ 62.40 |

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|---|---|---|
| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Skunk Creek - Greenbrier | TRUE | Irritrol | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 250 | $ 5.20 | $ 62.40 |
| Skunk Creek - Taro | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 3 | Hunter | 22 | 250 | $ 15.59 | $ 187.08 |
| Skunk Creek - UH Bridge | TRUE | Motorola | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 175 | $ 5.20 | $ 62.40 |
| Sonorita | TRUE | Motorola | 1 | 1 | 1' | 1 | 3 | Hunter | 6 | | $ 15.59 | $ 187.08 |
| Sunnyside | TRUE | Motorola | 1 | 2 | 2' | 1 | 10 | Hunter and Rainbird | 104 | 100 | $ 51.97 | $ 623.64 |
| Sunset | FALSE | N/A | 0 | 0 | 0 | 0 | 0 | N/A | 0 | 0 | $ - | $ - |
| Sunset Palms | TRUE | Irritrol | 1 | 2 | 2' | 1 | 19 | Hunter | 134 | 150 | $ 98.75 | $ 1,185.00 |
| Sunset Ridge | TRUE | Irritrol | 1 | 3 | 2' | 3 | 8 | Hunter | 192 | 650 | $ 41.58 | $ 498.96 |
| Sunset Vista | TRUE | Motorola | 1 | 2 | 2' | 1 | 18 | Hunter and Rainbird | 254 | 686 | $ 93.55 | $ 1,122.60 |
| Sycamore Grove | TRUE | Motorola | 1 | 2 | 2' | 1 | 38 | Hunter and Rainbird | 454 | 800 | $ 197.50 | $ 2,370.00 |
| Tarrington Ranch | TRUE | Motorola | 1 | 1 | 2' | 1 | 36 | Hunter and Rainbird | 177 | 1620 | $ 187.11 | $ 2,245.32 |
| Thunderbird CP - 67 Ave | TRUE | Irritrol | 1 | 1 | 1' | 1 | 2 | N/A | 0 | 600 | $ 10.39 | $ 124.68 |
| Thunderbird CP - VB | TRUE | Irritrol | 1 | 1 | 1' | 1 | 1 | N/A | 0 | 250 | $ 5.20 | $ 62.40 |
| Thunderbird Paseo - 56 Av | TRUE | Motorola | 1 | 1 | 6' | 1 | 2 | N/A | 0 | 7500 | $ 10.39 | $ 124.68 |
| Thunderbird Paseo - 57 Av | TRUE | Leit | 2 | 1 | 1' | 1 | 2 | N/A | 0 | 5 | $ 10.39 | $ 124.68 |
| Thunderbird Paseo - 59 Av | TRUE | Motorola | 1 | 1 | 6' | 1 | 24 | Hunter and Rainbird | 295 | 40 | $ 124.74 | $ 1,496.88 |
| Thunderbird Paseo - 67 Av | TRUE | Motorola | 1 | 1 | 6' | 1 | 16 | Hunter and Rainbird | 151 | 125 | $ 83.16 | $ 997.92 |
| Tierra Buena | TRUE | Irritrol | 1 | 1 | 2' | 1 | 21 | Hunter and Rainbird | 107 | 100 | $ 109.15 | $ 1,309.80 |
| Triangle | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 8 | Rainbird | 55 | 250 | $ 41.58 | $ 498.96 |
| Utopia | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 15 | Hunter | 95 | 80 | $ 77.96 | $ 935.52 |
| WARP - Field Area | TRUE | Motorola | 1 | 7 | 2' | 2 | 2 | Hunter | 120 | 0 | $ 10.39 | $ 124.68 |

| | | |
|---|---|---|
| GLENDALE | **Solicitation Number: IFB 12-42**<br><br>**LANDSCAPE SPRINKLER AND IRRIGATION SERVICE** | **CITY OF GLENDALE**<br>**Materials Management**<br>**5850 West Glendale Avenue, Suite 317**<br>**Glendale, Arizona 85301** |

| Park/Facility Name | Sprinkler Irrigation | Controller | # Controllers | # Backflow Preventer | Size BP | # Cages | Approximate # Control Valves | Head Brand | Approximate # Heads | Approximate # Emitters | Monthly Price | Annual Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WARP - Ramada Comp | TRUE | Motorola | 1 | 2 | 2' | 4 | 14 | N/A | 0 | 260 | $ 72.76 | $ 873.12 |
| WARP - X-Court | TRUE | Motorola | 1 | 2 | 2" & 1" | 2 | 8 | Hunter | 64 | 220 | $ 41.58 | $ 498.96 |
| Windsor | TRUE | Irritrol | 1 | 1 | 1 1/2' | 1 | 4 | Hunter | 23 | 21 | $ 20.79 | $ 249.48 |
| Youth Sports Complex | TRUE | Motorola | 1 | 1 | 2' | 1 | 14 | Hunter | 178 | 677 | $ 72.76 | $ 873.12 |
| **TOTAL** | | | **161** | **204** | | **184** | **1823** | | **18411** | **55450** | **$ 9,474.83** | **$ 113,697.96** |

**COMPANY NAME:** Mariposa Landscape Arizona, Inc.

**EXHIBIT C**

**AGREEMENT FOR LANDSCAPE SPRINKLER AND IRRIGATION SERVICE**

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: **10/23/2012**
Meeting Type: **Voting**
Title: **UPDATING CONSTRUCTION CODES**
Staff Contact: **Deborah Mazoyer, Building Safety Director**

## Purpose and Recommended Action

This is a request for City Council to pass an ordinance adopting the most current editions of the building construction codes, which will update the city's codes to be consistent with the latest construction industry standards and ensure safety and consistency in construction in Glendale.

Staff is requesting Council waive reading beyond the title and adopt an ordinance amending the Code of the City of Glendale: Chapter 9, Buildings and Building Regulations with an effective date of December 1, 2012.

## Background Summary

Construction codes are revised by building and fire officials on the national level every three years. This process enables government officials and industry experts to discuss and consider inclusion of standards for new building materials, technologies, and products.

Glendale is proposing to adopt the 2012 editions of the International Code series, along with the 2011 National Electrical Code. The updated versions of these codes include a change to protect children from electrical accidents by requiring tamper resistant electrical receptacles.

Glendale is also proposing to adopt the 2012 International Energy Conservation Code joining most jurisdictions in the state. This code will provide standards for the design and construction of buildings to save energy costs over the life of the structure, and was reviewed by the Council Sustainability Committee last year. Funds from the Energy Efficiency and Conservation Block Grant (EECBG) were used for the purchase of the energy code books and staff training on the energy code.

Amendments to the codes were developed by staff to more closely meet the needs of the city. The amendments were also coordinated with other cities in the valley and the state for consistency.

## Previous Related Council Action

Glendale last adopted the 2006 International Code series, with amendments, on June 26, 2007.

## Community Benefit/Public Involvement

Building codes benefit public safety and support the construction industry's need for one set of codes without regional limitations. Adopting the most up-to-date codes also enhances the quality of life for Glendale residents by providing a safely built environment and assists in preserving neighborhoods.

With the adoption of the latest editions of the construction codes, Building Safety will maintain its compliance with Insurance Service Office criteria by adopting current and nationally recognized standards, which may lower insurance rates and assisting in attracting new businesses to the city.

Building Safety conducted a public meeting on September 24, 2012 and received support from a representative from Salt River Project and from local staff of the International Code Council. Copies of the amendment package were sent electronically to stakeholders for their comments and their suggestions were incorporated into the amendment package.

Public meeting notices were posted on the city website and on the city's official posting board.

## Budget and Financial Impacts

Funds from the EECBG were used for the purchase of the energy code books and staff training on the energy code. Additionally, funds from the Building Safety operating budget were used to purchase code books and to provide staff training.

## Attachments

Staff Report

Ordinance

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Deborah Mazoyer, Building Safety Director** |
| Item Title: | **UPDATING CONSTRUCTION CODES** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This report contains information on the proposed adoption of revised construction codes, which will update the city's codes to be consistent with the latest construction industry standards and ensure safety and consistency in construction in Glendale.

The purpose of this report is to request the City Manager forward this item to City Council for their consideration and approval.

## BACKGROUND

Building codes benefit public safety and support the construction industry's need for one set of codes without regional limitations. These codes are revised by building and fire officials on the national level every three years to allow for new building materials, technologies, and products.

Amendments to the codes were developed by staff to more closely meet the needs of the city and to conform to the geographical requirements of the city. The amendments were also closely coordinated with other cities in the valley and the state for consistency and compatibility.

Glendale last adopted the 2006 International Code series, with amendments, on June 26, 2007.

## ANALYSIS

Glendale is proposing to adopt the 2012 editions of the International Code series, along with the 2011 National Electrical Code. Adoption of nationally recognized standards enhances public safety by providing Glendale's residential, commercial and industrial communities with current and relevant fire and life safety standards.

Significant changes to the new editions of the codes are as follows:

- Requirements for hazardous materials reports are now required for combustible dust processes.
- Provisions for live/work units are now included in the code.
- Carbon monoxide detectors are now required in dwellings with fuel-fired appliances and/or attached garages.
- Wireless technology is now allowed for the interconnection of smoke alarms.
- Ground Fault Circuit Interrupter protection is now required on all outdoor receptacles and outlets in both residential and commercial structures.
- Tamper-resistant receptacles are required in all dwellings to protect children from shocks and burns.

Glendale is also proposing to join 19 other jurisdictions in the state and adopt the International Energy Conservation Code (IECC), which regulates the design and construction of both residential and commercial buildings to effectively save energy costs over the life of the building. If adopted, the 2012 IECC will increase energy savings (heating, cooling, lighting and water heating) by 30% over the 2009 IECC.

The U.S. Department of Energy published Arizona Energy and Cost Savings information for new single and multi-family homes. This publication states that by adopting the 2012 edition of the IECC, the average annual savings in energy costs is projected to be $486 per home.

The proposal to adopt the IECC was presented to the Council Sustainability Committee in September of 2011 and was recommended to move forward for the full Council's consideration.

Copies of the proposed code amendments were sent electronically to Valley Partnership, Valley Forward, the Home Builders Association of Central Arizona, the Arizona Multi Housing Association, the American Institute of Architects, Arizona Chapter, and the Structural Engineers Association of Arizona. Staff received suggestions for minor amendments, which were incorporated, but received no opposition or negative feedback.

Building Safety conducted a public meeting on September 24, 2012 to solicit comment from the development community and the public on the adoption of the codes and the proposed amendments. A representative from Salt River Project attended and registered their support for the adoption of the IECC. A local representative from the International Code Council also attended in support of adoption of the International Code series.

With the adoption of the latest editions of the construction codes, Building Safety will maintain its compliance with Insurance Service Office criteria by adopting current and nationally recognized standards, ultimately lowering insurance rates and assisting in attracting new businesses to the city.

## FISCAL IMPACTS

Adoption of the updated construction codes will require the purchase of the code books, associated materials and staff training. Funds are available in the Building Safety FY2012-13 operating budget. Funds from the Energy Efficiency and Conservation Block Grant (EECBG) were used for the purchase of the IECC books and for staff training on the energy code.

ORDINANCE NO. 2821 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 9, ARTICLE II, REGARDING THE ADOPTION OF AND AMENDMENTS TO THE TECHNICAL CODES RELATING TO BUILDINGS AND BUILDING REGULATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code Chapter 9, Article II is hereby deleted in its entirety and a new Article II is hereby adopted and shall read as follows:

ARTICLE II. TECHNICAL CODES

Sec. 9-16. Adopted by reference; violation.

(a) The following publications, three (3) copies of which are on file in the office of the city clerk, are hereby adopted by reference as if set out at length in this Code.

(1) 2012 *International Building Code*, as published by the International Code Council, Inc., including Appendix Chapters C and I;

(2) 2012 *International Residential Code*, as published by the International Code Council, Inc., including Appendix Chapters H and J;

(3) 2012 *International Existing Building Code*, as published by the International Code Council, Inc.;

(4) 2012 *International Mechanical Code*, as published by the International Code Council, Inc.;

(5) 2012 *Uniform Plumbing Code*, as published by the International Association of Plumbing and Mechanical Officials;

(6) 2011 *National Electrical Code*, as published by the National Fire Protection Association;

(7) 2012 *International Property Maintenance Code*, as published by the International Code Council, Inc.;

(8) 2012 *International Energy Conservation Code*, as published by the International Code Council, Inc.;

(9) *Arizonans with Disabilities Act*, (A.R.S. § 41-1492.03) and the Act's implementing rules (28 CFR Part 35, and 28 CFR 36);

(10) 2010 *Americans with Disabilities Act Standards for Accessible Design;*

(11) *City of Glendale Revised Sound Attenuation Standards* effective December 31, 2001;

(12) *Maricopa Association of Governments Fireplace Standard*;

(13) *Fair Housing Accessibility Guidelines* as published by the U.S. Department of Housing and Urban Development on March 6, 1991.

(14) 2012 *International Plumbing Code,* as published by the International Code Council, Inc.; and

(15) 2012 *International Fuel Gas Code,* as published by the International Code Council, Inc.;

(b) Any person violating any of the provisions of the publications adopted in subsection (a) shall be guilty of a misdemeanor.

Sec. 9-17. Amendments to the 2012 International Building Code.

The 2012 International Building Code is hereby amended in the following respects:

*Section 101.1* is hereby amended to read as follows:

*101.1 Title*. These regulations shall be known as the Building Code of the City of Glendale, hereinafter referred to as "this code."

*Section 101.4.2* is hereby deleted and replaced by the following:

*101.4.2 Mechanical.* Any references to the International Mechanical Code shall be deleted and the words "Mechanical Code adopted by the City of Glendale and its amendments shall be inserted in lieu thereof.

*Section 101.4.3* is hereby deleted and replaced by the following:

*101.4.3 Plumbing*. Any references to the International Plumbing Code or International Private Sewage Disposal Code shall be deleted and the words "the Plumbing Code adopted by the City of Glendale and its amendments shall be inserted in lieu thereof.

*Section 102.6* is hereby amended to read as follows:

*102.6 Existing Structures.* The legal occupancy of any structure existing on the date of the adoption of this code shall be permitted to continue, without change, except as is specifically covered in this code, the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Existing buildings or structures that have been vacant or abandoned for a period of one year or longer are deemed to have been vacated and the certificate of occupancy expired. Existing buildings or structures that have been vacant for a period of one year or longer are required to obtain a new certificate of occupancy before renewing occupancy or use. Any remodeling work to a vacated building or structure shall comply with Section 102.7 of this code.

*Section 102.7* is hereby added:

*102.7 Applicability of the Code.* All applications submitted on or after the effective date of this code shall be subject to the requirements of the codes adopted.

Exception: Application under the provisions of the International Existing Building Code requires the approval of the building official.

*Section 103.1* is hereby deleted and replaced by the following:

*103.1 Creation of Enforcement Agency*. The authority and responsibility for administration and enforcement of this code is assigned to the building safety director who shall also be known as the building official. The director may designate a person or persons to fulfill these duties.

*Section 104.10* is hereby amended by adding the following paragraph:

Requests for a modification of code requirements shall be made in writing on a form provided by the building official. The applicant is responsible for providing all information, calculations, or other data necessary to substantiate each request for a modification. The building official shall approve, approve with stipulations, or deny such applications based upon the substantiating data submitted and the building official's determination that the modification does or does not result in substantial compliance with the intent of the code. In deciding each case, the building official may consider or require alternative methods or systems to be used in compensation for the particular code provision to be modified.

*Section 104.10.1* is hereby amended as follows:

Replace the words "building official" with "city engineer."

*Section 105.2(2)* is hereby amended to read as follows:

Fences not over 6 feet high except for perimeter subdivision fences.

*Section 105.3* is hereby amended by adding item number 8 as follows:

8. Except where an imminent danger exists, any permit application being filed due to a pending enforcement action must be completed and filed within the timeframe as noted in the written notice. Such timeframe shall not exceed thirty (30) days from the date of the notice. Any required re-submittals must be completed and filed within sixty (60) days from the date of the notice. All required fees and other required documentation must be included with the application.

*Section 105.3.2* is hereby amended to read as follows:

*105.3.2 Time Limitation of Application/Expiration of Plan Review*. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless the application has been pursued in good faith or a permit has been

issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days upon written request by the applicant or owner showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after the expiration, the applicant shall resubmit plans and pay a new plan review fee.

Section 105.5 is hereby deleted and replaced by the following:

*Section 105.5 Expiration.* Every permit issued by the building official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days, or any permit shall expire 180 days after the last approved inspection. An approved inspection shall be an inspection that is requested and approved pursuant to Section 109.

The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested, prior to expiration, in writing and justifiable cause demonstrated and the fee shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work. In order to renew action on a permit after expiration, a new full permit fee shall be paid based on the current fee schedule adopted by the city.

*Subsection 105.5.1* is hereby added:

*Section 105.5.1 Completing Work and Final Inspection.* Every permit issued by the building official, except demolition permits, shall expire 24 months after the date of permit issuance. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished.

Exception: the building official may approve a period exceeding 24 months for completion of work when the permit holder can demonstrate that the complexity or size of the project makes completing the project within 24 months unreasonable. Any request shall be prior to expiration of the permit.

*Section 105.6* is hereby deleted and replaced by the following:

*Suspension or Revocation.* The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation of any provisions of this code, or whenever the continuance of any work becomes dangerous to life or property.

It shall be unlawful to proceed with any work for which a permit was issued after notice of permit suspension or revocation is served on the permit holder, the owner, or the person

having responsible charge of the work. Reinstatement of a suspended permit shall be by written notice from the building official authorizing work to resume, with or without conditions. Revoked permits shall be canceled and the permit fee shall not be refunded.

*Section 107.2.6* is hereby added to read as follows:

*107.2.6 Life Safety Report.* Prior to submitting construction drawings for high-rise buildings, covered mall buildings, buildings containing atriums, buildings containing H occupancies, sports arenas and stadiums, and other structures as determined by the building official, a life safety report shall provide a description of the fire protection systems in the building. This description shall include the basic concepts used for suppression, alarm, notification, egress, compartmentation, smoke control, and other related systems, as well as the coordination of those systems. Upon completion of the project, a copy of the approved documentation shall be maintained at the site and by the building safety department until demolition of the building.

*Section 108.3* The last sentence is hereby amended to read as follows:

. . . The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the adopted National Electrical Code.

*Section 109* is hereby deleted and replaced by the following:

*Section 109 Fees*

*109.1 Fee Schedule.* Fees shall be assessed in accordance with the provisions of this section and shall be as established by council resolution.

*109.2 Permit Fees.* Fees shall be as established by council resolution.

*109.3 Plan Review Fees.* When submittal documents are required by Section 106 of this code, a plan review fee shall be paid at the time of submitting the documents for plan review. The plan review fees specified in this section and as by council resolution are separate fees from, and in addition to, the permit fees specified in Section 109.2 of this code and by council resolution.

When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate established by council resolution.

*109.4 Building Permit Valuations.* The determination of value or valuation under any provisions of the code shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work including all materials, labor, overhead and profit for which the permit is issued including all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire-extinguishing systems, and other permanent equipment.

*109.5 Work Commencing Before Permit Issuance.* Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be as adopted by council resolution. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or other adopted laws and ordinances of this city.

*109.6 Related Fees.* The payment of the fee for construction, alteration, removal or demolition for work done in the connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are established by council resolution.

*109.7 Fee Refunds.* The building official may authorize refunding of all fees paid hereunder which were erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application of a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of payment.

*Section 109.8* is hereby added to read as follows:

*109.8 Inspections and Reinspections.* Permit fees provide for customary inspections only. A reinspection fee may be assessed for each inspection or reinspection when such portion of the work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the inspection record card is not posted or otherwise readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official.

In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

*Section 110.1* is hereby amended by adding the following paragraph:

Property owners shall obtain and display on the residence, business, or otherwise, the correct building number or numbers as assigned to such property(ies) by the community development group of the City of Glendale in accordance with established street assignment policy, prior to final inspection and /or issuance of a certificate of occupancy. The building numbers shall be of a durable material not less than two and one-half inches (2½") high with a stroke of not less than one-half inch (½") in width, permanently attached to the building

and must be readily distinguished and readable from the nearest paved public/common roadway fronting that property.

*Section 110.3.4* is hereby amended by adding the following sentence:

The building shall be weather-tight at the time of the frame inspection.

*Section 110.3.9* is hereby deleted and amended to read as follows:

*110.3.9 Special Inspections.* In addition to the inspections required by Section 110, the engineer or architect of record acting as the owner's agent shall employ one or more special inspectors who shall provide inspections during construction for types of work outlined in Section 1704 and as outlined below:

*110.3.10.1 Electrical Special Inspections.*

1. Ground-fault protection performance tests for equipment are required to be provided with ground-fault protection.

2. Switchboards, panelboards, motor control centers, and other equipment rated 1,000 amps or more; or over 600 volts.

3. Emergency and standby power systems, including switchboards, panel boards, distribution boards, transfer equipment, power source, conductors, fire pumps, and exhaust and ventilation fans.

*110.3.9.2 Electrical Observation.* Electrical observation shall be provided for the following installations:

1. Installation or alteration of that portion of health care facility electrical systems which fall within the scope of Article 517, Chapter III of the adopted National Electric Code where critical care areas are present.

2. Installations or alternations of high-voltage electrical systems, which exceed 600 volts. Installations or alterations of electrical systems within locations classified as hazardous by the provisions of adopted the National Electric Code, or the International Fire Code, except for gasoline dispensing installations and systems located within storage garages, repair garages or lubritoriums.

3. When such observation is specifically required by the building official.

The owner shall employ the engineer responsible for the electrical design, or another engineer designated by the engineer responsible for the electrical design to perform visual observation of complex electrical equipment and systems for general conformance to the interconnection of equipment. Electrical observation shall be performed at significant stages of the construction and when the installation is complete and ready to be inspected by the building official.

*Section 110.3.10* is hereby added as follows:

*110.3.10 Building Service Equipment Inspections.* All building service equipment inspections for which a permit is required by this code shall be inspected by the building official. No portion of any building service equipment intended to be concealed by any permanent portion of the building shall be concealed until inspected and approved. When the installation of any building service equipment is complete, an additional and final inspection shall be made. Building service equipment regulated by the technical codes shall not be connected to the water, fuel or power supply or sewer system until authorized by the building official.

1. Electrical inspections. A rough-in inspection is required for all conduit, semi-rigid piping or wiring after installation but prior to being concealed. Final inspection is required when all conduit, wires, fixtures and equipment including covers, have been installed and connected, but prior to energizing any such circuit or equipment.

2. Mechanical inspections. All mechanical equipment and systems for which a permit is required by the code, including all associated ductwork, flues, condensate and refrigeration lines, shall be subject to inspection and shall remain accessible and exposed for inspection purposes until approved.

3. Plumbing inspections. A rough-in or underground inspection is required for all sewer, drainage and vent piping, and for all water and gas distribution systems prior to their being buried or concealed. A final inspection is required when all fixtures are set and operating or ready to operate pending final utility connection. Tests shall be performed as required by the currently adopted plumbing code.

*Section 111.3* is hereby deleted and replaced by the following:

*111.3 Temporary Certificate of Occupancy.* If the building official finds no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, a temporary certificate of occupancy may be issued for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure provided the applicant agrees that:

1. When construction is complete, final inspection will be requested and a certificate of occupancy issued.

2. The applicant will state in writing the length of time the temporary certificate of occupancy is required. The length of time shall not exceed 180 days. The temporary certificate of occupancy will expire at the end of the time period stated in writing, at which time the power will be de-energized. The building official may extend the temporary certificate of occupancy upon written request by the permittee or applicant, showing that circumstances beyond the control of the permittee or applicant have prevented the completion of the project. The applicant must show the building official substantial proof the project was unable to be completed within the requested time frame.

3. It is the responsibility of the applicant to complete any required work prior to the expiration date of the temporary certificate of occupancy and call for final inspection.

4. The building official may request the utility company to de-energize power, if required work is not completed on or before the expiration date of the temporary certificate of occupancy. This includes occupying the structure after the temporary certificate of occupancy has expired.

5. Neither the City of Glendale nor the utility company will be held liable for any damages or delays, for de-energization of power.

Applicant must be the owner or authorized agent. If the owner is not available to provide signature on the application for temporary certificate of occupancy, then the owner shall provide a letter on company letterhead or notarized letter of authorization stating the name of the person authorized to act on owner's or company's behalf.

*Section 113* is hereby deleted and replaced by the following:

*113 BOARD OF APPEALS*

*113.1 General.* Decisions of the building official shall be appealed to the Board of Adjustment. An application for an appeal of any order, decision or interpretation made by the building official shall be filed in writing, along with the appropriate fee established by resolution or pursuant to Glendale City Code Sec. 2-3, and shall be delivered to the building official within thirty (30) calendar days of the date of the order, decisions or interpretation. The fee shall not be refundable. The decision of the building official may be reversed or modified by the board upon their finding that:

a. The decision of the building official is not supported by a reasonable interpretation and application of the city code to the specific facts presented, or the city code does not apply to the facts presented.

b. The reversal or modification of the building official's decision will not create or manifest injustice or affect the intent of the city code.

c. The reversal of the building official's decision will not be detrimental to the public health, safety and welfare.

*113.2 Limitations of Authority.* The Board of Adjustment shall have no authority relative to interpretation of the administrative provisions of the codes set forth in Sec. 9-16, nor shall the board be empowered to waive the requirements of the codes set forth in Sec. 9-16.

*Section 116* is hereby deleted and replaced by the following:

*Section 116 Unsafe Structures and Equipment*

*Section 116.1 General.* All buildings, structures or existing equipment regulated by this code that are structurally unsafe or not provided with adequate egress, or that constitutes a fire hazard, or are otherwise dangerous to human health or life are unsafe. Any use of buildings or structures constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is an unsafe use.

The provisions of this code shall apply to all unsafe buildings or structures, as herein defined, which are now in existence or which may hereafter become unsafe in the jurisdiction.

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Chapter 34 of this code.

*Section 116.2 Definitions.* Unsafe conditions or defects shall be classified as imminent or incipient hazards.

> *Imminent hazard* is defined as a high, real and immediate risk to life, health or property.
>
> *Incipient hazard* is defined as a condition that can become an imminent hazard if further deterioration occurs or if reasonable additional loads are applied.

*Section 116.3 Unsafe Buildings or Structures*. Conditions or defects that render a building or structure unsafe include, but are not limited to:

> *116.3.1* Whenever any door, aisle, passageway, stairway or other means of egress is not sufficient width or size, or is locked, blocked or constricted so as to prevent safe and adequate means of egress in case of fire or panic.
>
> *116.3.2* Whenever the walking surface of any aisle, passageway, stairway, or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to prevent safe and adequate means of egress in case of fire or panic.
>
> *116.3.3* Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in this code for new buildings of similar structure, purpose or location.
>
> *116.3.4* Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of this code for new buildings of similar structure, purpose or location.
>
> *116.3.5* Whenever any portion of a building, or any member, appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

*116.3.6* Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in this code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in this code for such buildings.

*116.3.7* Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

*116.3.8* Whenever the building or structure, or any portion thereof, is likely to partially or completely collapse because of fire, dilapidation, deterioration or decay; faulty construction; the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other causes.

*116.3.9* Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

*116.3.10* Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

*116.3.11* Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing walls or outside walls or coverings.

*116.3.12* Whenever the building or structure has become so damaged by fire, wind, earthquake, flood, vandalism or theft, or has become so dilapidated or deteriorated as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

*116.3.13* Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in this code or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

*116.3.14* Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of newly constructed building of like area, height and occupancy in the same location.

*116.3.15* Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determine by the building official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

*116.3.16* Whenever any building or structure, because of fire, obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, exposed conductors, inadequate grounding, overloaded conductors, improper overcurrent protection, faulty gas connections or heating apparatus, or other cause, is determined to be a fire hazard by the fire marshal or the building official.

*116.3.17* Whenever any building or structure is in such condition as to constitute a public nuisance know to the common law or in equity jurisprudence. For the purposes of this article this shall apply to any structure that has been abandoned for more than one calendar year and that is not being maintained in the same overall condition as other structures in the immediate area.

*116.3.18* Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure.

*116.3.19* Whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion therof an attractive nuisance or hazard to the public.

*116.3.20* Whenever any building service equipment is in such condition as to constitute a fire hazard, or hazard to life, health, property or the public welfare by reason of use, construction, quality of materials or inadequate maintenance or dilapidation.

*Section 116.4 Authority for Inspection and Evaluation.* The building official may inspect any property, building, structure or building service equipment to determine compliance with this section whenever there is probable cause to suspect that an unsafe condition exists. Except in cases of emergencies or readily apparent imminent hazards, the building official or designee shall make reasonable attempts to obtain permission from the property owner or the person or persons occupying or having control of the property prior to conducting the inspection. All entry onto property or into buildings of structures for purposes of this inspection shall be in accordance with legal requirements governing such entry.

When the building official has inspected or caused to be inspected any property, building, structure or building service equipment and has found and determined that an unsafe condition exists, the building official is authorized to immediately issue abatement orders in accordance with Section 115.5 of this code, or the building official may require the property owner to obtain a detailed engineering evaluation of the suspected unsafe condition before the building official determines the extent of abatement required.

*116.4.1* When so ordered by the building official, the owner of any building or property suspected of containing an unsafe condition shall engage the services of a design professional registered in Arizona to conduct a detailed investigation and analysis of the suspected unsafe condition. The cost of such an investigation and report shall be paid by the property owner.

*116.4.2* The registered professional retained by the owner shall conduct a detailed investigation and evaluation of the suspected unsafe condition and shall issue a written report to the property owner and to the building official on the condition of the building, structure or building service equipment, including recommendations for steps necessary to abate any unsafe condition found. The report shall be delivered to the building official on or before the date specified in the order requiring such report.

*116.4.3* The content, findings and recommendations contained in the owner's engineering report may be utilized by the building official to determine whether or not an unsafe condition exists, whether the condition creates an imminent or incipient hazard and what, if any, abatement orders shall be issued. The building official reserves the right to approve, deny, make suggestions or require an additional report if deficiencies are found.

*116.4.4* Failure of a property owner to produce an engineering report on or before the date specified in the building official's order shall be grounds for the building official to proceed with abatement proceedings up to and including orders to immediately vacate or demolish the subject building or structure.

*116.5 Abatement of Unsafe Buildings, Structures, or Building Service Equipment.* The building official shall, after inspection, determine whether a building, structure or building service equipment is determined to be unsafe, and, if so, whether it constitutes an imminent hazard or an incipient hazard, as defined in Section 115.2 of this code.

*116.5.1 Incipient Hazards.* If a building, structure or any building service equipment is determined to be an incipient hazard, the building official shall issue a written notice to the property owner or occupant of the premises describing the incipient hazard and ordering its repair or abatement within a certain time as necessary to prevent creation of an imminent hazard. The time allowed for repair or abatement shall not be less than 10 days and not more than 90 days from the date of the notice. Failure to repair or abate the incipient hazard within the time specified shall constitute grounds for the building official to declare the condition an imminent hazard and to thereafter initiate formal abatement procedures.

*116.5.2 Imminent Hazards.* If a building, structure, or any building service equipment is determined to be unsafe and an imminent hazard, the building official shall serve a written notice of violation on the person or persons occupying or having control of the building, structure, or building service equipment and on the person or persons having recorded interest in the property. The notice of violation shall declare the unsafe condition to be a nuisance and shall order its immediate abatement in accordance with the provisions of this section.

*116.5.2.1 Notice of Violation.* Notices of violation declaring imminent hazards shall be by personal service or by certified mail, return receipt requested. Service shall be deemed complete upon delivery.

The notice of violation shall identify the address and legal description of the property in question and shall state the nature and extent of the unsafe condition in such detail as to allow the property owner to identify and abate the unsafe condition. The notice shall provide the name and phone number of a city representative to contact concerning the unsafe condition. The notice shall state the city's authority to abate the violation if the owner fails to do so and the city's ability to assess the costs of such abatement against the property. The notice shall state the procedures to follow should the owner wish to appeal the decision of the building official. The notice shall state that all costs borne by the city are due upon completion and the city's ability to assess the costs of such abatement against the property. Where the costs are not paid within 30 days of issuance of the final invoice, the city shall place a lien upon the property and charge a monthly interest fee of 1% until such time as the lien is satisfied. Such assessment shall be recorded in the office of the county recorder and shall be a lien on such real property from the date of its recording until paid. Such lien shall be subject and inferior to a lien for general taxes.

Nothing herein shall preclude the building official from giving additional verbal or written information notices. Nothing herein shall require the issuance of a notice of violation prior to commencement of emergency abatement or civil or criminal violation proceedings.

*116.5.2.2 Unsafe Buildings or Structures.* In the case of an unsafe building or structure containing imminent hazards, the building official shall order the hazard abated by repair or by demolition of the building or structure. The unsafe building or structure and any building or structures placed in jeopardy by the unsafe buildings or structures shall be posted in accordance with this code. The buildings or structures shall not be entered, used or occupied or reoccupied until determined safe by the building official.

*116.5.2.3 Unsafe Service Equipment.* In the case of unsafe building service equipment installation containing imminent hazards, the building official shall attach or affix a warning red tag to the service equipment declared to be unsafe. Where equipment is declared to be unsafe, the building official shall order such equipment disconnected or its use discontinued until the nuisance created thereby is abated. In addition, the building official may order any building or structure which is placed in jeopardy by the unsafe equipment to be vacated, or the building official may order the disconnection of the affected utility service to the building, structure or equipment, and these buildings or structures shall not be occupied, reoccupied or building service equipment reconnected until determined safe by the building official.

*116.5.2.4 Posting of Signs.* When necessary to protect life, health or public welfare, the building official may post signs which shall prohibit entry into

and occupation of an unsafe building, structure or property, provided, however, that with written permission of the building official is shall be lawful to enter the premises for the purposes of removing personal property or affecting any required repairs, rehabilitation or demolition. Every notice to vacate shall be posted at or upon each exit of the building and shall be substantially the following form:

**DO NOT ENTER**
**UNSAFE TO OCCUPY**

**IT IS A CLASS 1 MISDEMEANOR TO OCCUPY THESE PREMISES, OR TO REMOVE OR DEFACE THIS NOTICE**

Whenever such notice is posted, the building official shall include a notification in the notice of violation issued reciting the emergency, and specifying the conditions which necessitate the posting.

It shall be a Class 1 misdemeanor for a person, firm or corporation to enter, use or occupy any building or structure that has been so posted. It shall be a Class 1 misdemeanor for any individual to remove any sign posted pursuant to this section.

*116.5.2.4.1* Whenever a building or structure is posted as unsafe a notice thereof shall be recorded in the county recorder's office.

*116.5.2.4.2 Emergency Barricades.* If any building or structure is a hazard to life or limb of persons using a public street, alley or sidewalk, the public way shall be barricaded to prevent public use. The necessary barricades shall be erected on order from the building official. The costs for barricading of a public way under this section shall be assessed to and paid by the owner of the unsafe building or structure causing the need for such barricades and is due upon completion. Where the costs are not paid within 30 days of issuance of the final invoice, the city shall place a lien upon the property and charge a monthly interest fee of 1% until such time as the lien is satisfied. Such assessment shall be recorded in the office of the county recorder and shall be a lien on such real property from the date of its recording until paid. Such lien shall be subject and inferior to a lien for general taxes.

*116.5.2.4.3 Emergency Abatement.* In the event an emergency should occur wherein the continued existence of a building, structure or building service equipment would constitute an imminent hazard to life, health or other property, the building official may cause such building or structure to be demolished, building service equipment removed or disconnected, all without notice. Such abatement shall be limited to the minimum work necessary to remove the imminent hazard.

*116.5.2.4.4 Abatement by the City.* If the owner of any unsafe building, structure, or building service equipment fails to abate an imminent hazard within the time specified in the notice of violation, the city may abate any such unsafe condition by repair, removal or demolition in accordance with the provisions of this code. The costs of any city abatement, including emergency abatement or temporary repairs, shall be paid by the property owner and is due upon completion. Where the costs are not paid within 30 days of issuance of the final invoice, the city shall place a lien upon the property and charge a monthly interest fee of 1% until such time as the lien is satisfied. Such assessment shall be recorded in the office of the county recorder and shall be a lien on such real property from the date of its recording until paid. Such lien shall be subject and inferior to a lien for general taxes.

*116.6 Appeals.* Decisions, orders and notice of violation relating to unsafe buildings, structures or building service equipment may be appealed to the building official. The appeal shall be filed within 30 days from the date of the order or action of the building official; provided however, that if the building or structure or building service equipment is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or adjacent property and is ordered vacated and is posted in accordance with this code, such appeal shall be filed within 10 days from the date of the notice from the building official.

*116.6.1 Processing, Scheduling and Noticing of Appeal.* Upon receipt of any appeal filed pursuant to this section, the building official shall schedule a hearing with a hearing officer appointed by the city manager's office. As soon as practicable, the hearing officer shall fix a date, time and place for the hearing of the appeal. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by either causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

*116.6.2 Failure to Appeal.* Failure of any person to file an appeal in accordance with the provisions of this code shall constitute a waiver of the right to an administrative hearing and adjudication of the notice of violation or any portion thereof.

*116.6.3 Scope of Hearing on Appeal.* Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

*116.6.4 Staying of Notice of Violation.* Except for vacation orders made pursuant to this section, enforcement of any notice of violation issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

*116.6.5 Failure to Abate.*

(a) If the unsafe building, structure or building service equipment is not repaired or demolished as required by the notice provided for in Section 115, the building official shall give written notice to the owner of the unsafe building, structure or service equipment and other parties in interest, by certified mail or personal service, to appear before a hearing officer at a designated time and place to show cause why the unsafe conditions have not been repaired or demolished in accordance with the statement of particulars set forth in the notice provided for in Section 115. The city manager shall appoint a hearing officer who shall conduct the hearing in accordance with this section.

(b) The hearing officer shall hear such testimony as the building official, owner and other parties in interest may offer relevant to the condition of the unsafe building, structure or building service equipment and the failure to repair or demolish the same.

(c) The hearing officer shall make written findings of fact from the testimony offered as to whether or not the building, structure or building service equipment in question is an unsafe condition as defined in this section and whether good cause exists for the failure to repair or demolish the unsafe condition.

(d) If the hearing officer finds the building, structure, or building service equipment to be unsafe and if the owner of the unsafe building, structure or building service equipment or other parties in interest fail to show good cause why the unsafe building, structure or building service equipment should not be demolished forthwith, the hearing officer shall authorize the building official to cause the damaged building to be demolished. The costs of such demolition shall be charged against the real property on which the unsafe building, structure or building service equipment existed as an assessment. Such assessment shall be recorded in the office of the county recorder and shall be a lien on such real property from the date of its recording until paid. Such lien shall be subject and inferior to a lien for general taxes and to all prior encumbrances of record.

(e) If the hearing officer finds the building, structure or building service equipment to be unsafe and that good cause exists to grant the owner or other parties in interest additional time to complete the repair or demolition of the damaged building, structure, or building service equipment, the hearing officer shall order that such repairs or demolition be completed with diligence and before a date certain, provided that no extension of time longer than six (6) months shall be granted to complete the repairs or demolition. If an extension of time to complete repairs or demolition of the unsafe building, structure or building service equipment is granted but the owner and other parties in interest do not complete the repair or demolition of the unsafe conditions within the extension of time granted, the building official, upon the expiration of the extension granted, shall cause the unsafe building, structure or service equipment to be demolished forthwith, no further extensions shall be allowed or granted. The costs of such demolition are the responsibility of the property owner and are due 30 days after the final

invoice is submitted. Where costs are not paid within 30 days of issuance of the final invoice, the city shall place a lien upon the property and charge a monthly fee of 1% until such time as the lien is satisfied. Such assessment shall be recorded in the office of the county recorder and shall be a lien on such real property from the date of its recording until paid. Such lien shall be subject and inferior to a lien for general taxes.

(f) Any determination by the hearing officer, including any additional extension in time beyond that initially granted by the hearing officer may only be appealed to the superior court.

*116.6.6 Notice by Publication.*

If the whereabouts of any person entitled to notice under this section cannot be ascertained by the city in the exercise of reasonable diligence, service of such notice may be made by publishing the notice in a newspaper printed and published in the city for two (2) consecutive weeks.

*116.7 Failure to Comply*

Failure of the property owner or occupant to comply with any part of this article or any lawful order given under the scope of this article is a Class 1 misdemeanor.

*Section 201.3* is hereby amended to read as follows:

*201.3 Terms Defined in Other Codes.* Where terms are not defined in this code and are defined in the *International Energy Conservation Code, International Fuel Gas Code, Uniform Plumbing Code, International Fire Code, International Mechanical Code* or *International Plumbing Code, National Electrical Code,* such terms shall have the meanings ascribed to them in those codes.

*Section 201.4* is hereby amended by adding to the end of this subsection:

. . . Mirriam-Webster's Unabridged Dictionary of the English Language shall be considered as providing ordinarily accepted meanings.

*Section 310.4* is hereby amended by adding the following item to the list of R-2 residential occupancies:

*RESIDENTIAL CONDOMINIUMS*

*Section 406.1* is hereby amended by adding the following subsection:

*406.1.6 Open Carports.* Carports for other than single family residential use which are open on all sides and constructed entirely of noncombustible materials, except for an approved fascia, shall not exceed 5,000 square feet and shall be located no closer than 3 feet to an adjacent lot line, nor closer than 6 feet to any projecting element of an adjacent building or structure. The edge of the carport roof shall be used to measure the separation distance to adjacent lot lines, buildings or structures. Fire walls shall not be required in these open

carports for each 3,000 square foot area.

*Section 406.3.4:* The first sentence of item 1 is amended to read as follows:

1. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum ⅝-inch Type X gypsum board applied to the garage side.

*Sections 507.3 and 507.4* are hereby amended by adding a paragraph to each of these sections to read as follows:

With the building official's approval, a building code compliance covenant and reciprocal easement agreement may be used as an alternate method of compliance with the 60 foot wide yard requirement where a single development such as a shopping center is divided by lot lines or tract lines for financial purposes while the entire development is built and functions as one building on one undivided lot.

*Section 603.1.2 Piping* is hereby amended to read as follows~~:~~

*"International Plumbing Code or the 2012 Uniform Plumbing Code."*

*Section 707.3.11 Electrical Rooms with Service Entrance Equipment* is hereby added and shall read as follows:

Fire barrier walls and horizontal assemblies with a fire-resistance rating of one hour shall be provided to separate an electrical room containing service entrance equipment from adjacent rooms and spaces.

*Section 903.2* is hereby amended by replacing the first sentence with the following:

Approved automatic sprinkler systems in new buildings and structures, and in existing buildings and structures, that are modified, expanded, remodeled, renovated or change occupancy classifications, shall be provided in accordance with the Glendale City Code, Chapter 16, Article III.

*Section 903.3.1.1.1* is hereby amended by deleting item number 4.

*Section 907.2.11.2* is hereby amended by adding new items 4 and 5:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallways and in the adjacent room. Where soffits or other ceiling projections that separate a habitable room open to a hallway providing access to sleeping rooms creates an obstruction of 24 inches or more at the ceiling plane, smoke alarms shall be installed in the hallway and in the adjacent habitable room.

5. At the top level of each stairway in the immediate vicinity of the stairway.

*Section 1008.1.10:* The third paragraph is hereby amended deleting the words "and over 6 feet (1,829mm) wide."

*Section 1011.5* is hereby amended by deleting the words "and photoluminescent."

*Section 1101* is hereby amended by adding the following subsection:

> *1101.3 Conflicting Requirements.* Where there is a conflict between the requirements of this chapter and the *2010 Americans with Disabilities Act Standards for Accessible Design*, the federal requirements shall govern.

*Section 1109.2.3* is hereby amended be deleting the following:

> "Where the total lavatories provided in a toilet room or bathing facility is six or more, at least one lavatory with enhanced reach ranges shall be provided."

*Section 1207* is hereby deleted in its entirety.

> For requirements on sound transmission refer to C*ity of Glendale Revised Sound Attenuation Standards* effective December 31, 2001.

*Table 1607.1, #25 Residential* is hereby amended to read as follows:

> Habitable Attics and Sleeping Areas: 40

*Section 1609.3 Exposure Category* is hereby amended to read as follows:

> The basic wind speed (3-second gust) is 90 m.p.h.

*Section 1609.4.3 Exposure Categories* is hereby amended to read as follows:

> Single story one and two family dwellings shall use Exposure B, all other structures shall use Exposure C.

*Section 1704.3 Statement of Special Inspections* is hereby amended by deleting the Exception.

*Section 1704.5 Masonry Construction* is hereby amended by deleting Exception 2.

*Section 1806.1 Load Combinations* is hereby amended by adding the following:

> In lieu of the presumptive load-bearing values of Table 1806.2, a soils report is required for new commercial and residential construction.

*Section 1806.2 Presumptive Load- Bearing Values* is hereby amended by adding the following:

> In lieu of the presumptive load-bearing values of Table 1806.2, a soils report is required for new commercial and residential construction.

*Section 1901.2* is hereby amended by adding the following:

All concrete structures shall be designed and constructed to meet the minimum requirements of Seismic Design Category C.

*Section 2106.1* is hereby amended by adding the following:

All masonry structures shall be designed and constructed to meet the minimum requirements of Seismic Design Category C.

*Table 2902.1 Minimum Number of Required Plumbing Fixtures* is hereby amended by revising footnote "F" as follows:

F. Occupant loads over 50 shall have drinking fountain(s) in accordance with this table. Where water is served in drinking or dining establishments, drinking fountains shall not be required. Within individual B occupancy tenant suites, bottled water may be substituted for a drinking fountain.

*Table 2902.1 Minimum Number of Required Plumbing Fixtures* is hereby amended by adding the following footnotes:

H. Drinking fountains shall not be installed in toilet rooms.

I. In each mens' toilet room, urinals shall not be substituted for more than 67% of the required number of water closets. Where only two water closets are required, one urinal may be substituted for a water closet.

J. Twenty-four (24) inches (610 mm) of wash sink or eighteen (18) inches (457 mm) of a circular basin, when provided with water closets for such space, shall be considered equivalent to one lavatory.

K. A restaurant is defined as a business which sells food to be consumed on the premises.

L. The number of occupants for a drive-in restaurant (for fixture counts) shall be considered as equal to the number of parking stalls.

M. Hand washing facilities must be available in the kitchen for employees.

N. Where there is exposure to skin contamination with poisonous, infectious, or irritating materials, provide one (1) lavatory for each five (5) persons.

O. For temporary construction facilities, one (1) urinal for each thirty (30) persons shall be provided.

*Section 2902.2* is hereby amended by adding the following exception:

4. Separate facilities shall not be required in B occupancies with a total occupant load, including both employees and customers, of 30 or less.

*Section 2902.3* is hereby amended by adding the following at the end of the first paragraph:

Food preparation areas shall not be used for access to public toilet rooms. This restriction does not apply for access to employee toilet rooms. However, employee toilet rooms shall not open directly into a room used for the preparation of food for service to the public.

*Chapter 31* is hereby amended by deleting Section 3109, Swimming Pool Enclosures. See Chapter 32 of the Glendale City Code for requirements.

*Section 3412.2* is hereby amended by inserting the following date in the first sentence:

1949

Sec. 9-18. Amendments to the 2012 International Residential Code.

*The International Residential Code, 2012 Edition* is hereby amended in the following respects:

*Chapter 1. Administration* is hereby amended by the deletion of Sections R101 through R114.

For the administration of this code, see the *2012 International Building Code* and related amendments.

*Section R201.4* is hereby amended by adding to the end of this subsection:

. . . *Mirriam-Webster's Unabridged Dictionary of the English Language* shall be considered as providing ordinarily accepted meanings.

*Table R301.2(1)* is amended to read as follows:

| GROUND SNOW LOAD | WIND DESIGN | | SEISMIC DESIGN CATEGORY[f] | SUBJECT TO DAMAGE FROM | | | WINTER DESIGN TEMP[e] | ICE BARRIER UNDERLAYMENT REQUIRED[h] | FLOOD HAZARDS[g] | AIR FREEZING INDEX[i] | MEAN ANNUAL TEMP[i] |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Speed[d] (mph) | Topographic effects[k] | | Weathering[a] | Frost line depth[b] | Termite[c] | | | | | |
| N/A | 90 mph | None | B | Moderate | N/A | Moderate to Heavy | 32° F | No | FEMA | N/A | 72.3° F |

*Section R301.2.2.1* is hereby amended by adding the following paragraph:

Masonry and concrete structures shall be designed and constructed to meet the minimum requirements of Seismic Design Category C.

*Table R301.5 Minimum Uniformly Distributed Live Loads* is hereby amended as follows:

| | |
|---|---|
| Habitable Attics and Attics Served With Fixed Stairs | 40 psf |

Sleeping Rooms 40 psf

*Section R302.5.1* is hereby amended by adding the following to the end of this subsection:

Doors providing opening protection shall be maintained self-closing and self-latching.

*Table R302.6 Dwelling/Garage Separation* is hereby amended as follows:

| SEPARATION | MATERIAL |
|---|---|
| **From the residence and attics** | **Minimum ⅝" Type X gypsum board applied to the garage side** |
| **Garages located less than 3 feet from a dwelling unit on the same lot** | **Minimum ⅝" Type X gypsum board applied to the interior side of exterior walls** |

*Section R305.1* is hereby amended by revising the first sentence to read as follows:

Habitable rooms shall have a minimum ceiling height of 7 feet 6 inches (2,286 mm). Hallways, corridors, bathrooms, toilet rooms, laundry rooms, and basements shall have a minimum ceiling height of not less than 7 feet (2,134mm).

*Section R305.1 Exceptions* is hereby amended as follows:

1. For rooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a minimum ceiling height of at least 7 feet 6 inches (2,286 mm) and no portion of the required floor area may have a ceiling height of less than 5 feet (1,524 mm).

2. Bathrooms shall have a minimum ceiling height of 7 feet. A shower or tub equipped with a showerhead shall have a minimum ceiling height of 7 feet.

*Section R310.2* is hereby amended by adding the following to the first paragraph:

A window well shall not be located beneath an emergency escape and rescue opening. A protective grate shall be provided over all window wells. The grate shall comply with Section R310.4 and shall be designed for a minimum uniformly distributed live load of 40 pounds per square foot.

*Section R311.1* is hereby amended by adding the following sentences:

The means of egress from dwelling units or sleeping rooms shall not lead through other sleeping rooms, toilet rooms or bathrooms.

*Section R311.3* is hereby amended by revising the title and first sentence as follows:

*R311.3 Floors and Landings at Doors.* There shall be a landing or floor on each side of each door.

*Section R311.3.2* is hereby amended by adding the following text:

A door shall not swing over a lower floor or landing.

*Section R313.2 Automatic Fire Sprinklers* per A.R.S. § 9-807 is hereby deleted in its entirety.

*Section R314.3* is hereby amended by adding the following paragraph:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallways and in the adjacent room. Where soffits or other ceiling projections that separate a habitable room open to a hallway providing access to sleeping rooms creates an obstruction of 24 inches or more at the ceiling plane, smoke alarms shall be installed in the hallway and in the adjacent habitable room.

*Section R314.3.1* is hereby amended by adding new exception 3 to read as follows:

3. When the value of the alterations or repairs requiring a permit is less than Three Thousand Dollars ($3,000) and the work is limited to areas other than the rooms or areas listed in Section 313.1, the installation of smoke alarms is not required.

*Section R319.1* is hereby deleted it its entirety and replaced with the following:

*R319.1 Address Numbers.* Property owners shall obtain and display on the residence, the correct building number or numbers as assigned to such property(ies) by the community development group of the City of Glendale in accordance with established street assignment policy, prior to final inspection and /or issuance of a certificate of occupancy. The building numbers shall be of a durable material not less than two and one-half inches (2½") high with a stroke of not less than one-half inch (½") in width, permanently attached to the building and must be readily distinguished and readable from the nearest paved public/common roadway fronting that property.

*Section 323 Storm Shelters* is hereby deleted in its entirety.

*Section R323 Security Provisions* is hereby amended by adding the following:

Section R323 Security Provisions

*R323.1 Scope.* The provisions of this section shall apply to door openings into dwelling units and to door openings between attached garages and dwelling units.

*R323.2 Entry Vision.* All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. Such view may be provided by a door viewer having a field of view of not less than 180 degrees through windows or through a view port.

*R323.3 Door Strike Plate Installation.* In wood-frame construction, an open space between trimmers and wood door jambs shall be solid shimmed by a single piece extending not less than 12 inches above and below the strike plate.

Strike plates shall be attached to wood with not less than four No.8 by 3-inch screws, which shall have a minimum of ¾-inch penetration into the nearest stud. Strike plates when attached to metal shall be attached with not less than four No. 8 machine screws.

*R323.4 Door Hinges.* Not less than three 4½ - inch steel butt hinges shall be symmetrically fastened to both the door and frame with not less than four No. 9 by ¾-inch wood screws or to metal with not less than four No. 8 machine screws. When hinges are exposed to the exterior, at least one of the three required hinges shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door by removing the hinge pins.

In wood construction, an open space between trimmers and wood door jambs shall be solid shimmed extending not less than 6 inches above and below the hinge plate.

*R323.5 Locking Hardware.* Single swinging doors and the active leaf of doors in pairs shall be equipped with an exterior key-operated deadbolt.

*Section R401.4* is hereby amended by adding the following sentence:

A soils test and geotechnical evaluation report shall be required for all new buildings governed by this code.

*Section R403.1.1* the third sentence is hereby revised to read as follows:

Spread footings shall be at least 10 inches in thickness.

*Section R403.1.2:* The title and the first sentence are revised to read as follows:

*Continuous Footings in Seismic Design Categories B, C, $D_0$, $D_1$ and $D_2$.* The exterior walls of buildings located in Seismic Design Categories B, C, $D_0$, $D_1$ and $D_2$ shall be supported by continuous footings.

*Section R403.1.3* is hereby amended by adding Seismic Design Categories B and C to all seismic design category requirements listed in this section. In addition, this section is amended by deleting the Exception for one- and two-family dwellings.

*Section R403.1.3.1* is hereby amended by adding the following:

No. 4 vertical reinforcing bars shall be installed at 48 inches maximum spacing. The vertical bars shall tie the foundation stem wall to the footing and a 90 degree bend shall be provided at the no. 4 bar located in the footing.

*Section R403.1.3* is hereby amended by adding the following subsection:

> *Section R403.1.3.3 Foundation Ties.* When an addition is constructed, the new foundation shall be tied to the existing foundation by installing two (2) No. 4 dowel bars, minimum 12 inches long. These shall be embedded a minimum of 6 inches into the existing footing.

*Section R403.1.4 Minimum Depth* is hereby amended by revising 12 inches to 18 inches.

*Section R403.1.6* is hereby amended by revising the first sentence of the second paragraph to read:

> The wood sole plates at all exterior walls shall be anchored to the foundation with anchor bolts spaced a maximum of 4 feet on center.

*Section R403.4.1 Crushed Stone Footings* is hereby deleted in its entirety.

*Table R404.1.1(1), Plain Masonry Foundation Walls* is hereby deleted in its entirety.

*Table R404.1.1(2), Masonry Foundation Walls* is hereby deleted in its entirety.

*Table R404.1.1(3), Masonry Foundation Walls* is hereby deleted in its entirety.

*Table R404.1.1(4), Masonry Foundation Walls* is hereby deleted in its entirety.

*Section R502.9* is hereby amended by adding the following subsection:

> *R502.9.1 Framing Connections.* Framing details for bearing walls and posts shall be such that all components are tied together with positive connections to transmit wind uplift forces from the roof to the foundation. Nails loaded in withdrawal by such forces shall not be considered as positive connections.
>
> Approved metal framing anchors shall be provided at the top and bottom of every other stud of a wood-frame bearing wall, except where structural panel sheathing is nailed directly to the studs, top plate and bottom plate in accordance with Table R602.3(1).
>
> Floor-to-floor connections shall have approved metal strap ties at a maximum of 48 inches on center, except where justified by an engineered analysis that bears the seal of an architect or engineer.
>
> Each truss, joist and rafter shall be connected to the top plate of the supporting wall with an approved metal framing anchor. The framing anchor shall be of the type which connects to both members of the double top plate. Beams shall be anchored to supporting walls and posts with approved metal framing connectors.

*Section R505.1.1* is hereby amended by replacing it entirely as follows:

> *R505.1.1 Engineered Design Required.* For steel floor framing, the project drawings, details, calculations and specifications are required to bear the seal of a registered design professional responsible for the design.

*Section R602.10 and R602.12* are hereby amended by adding the following:

For buildings that are two (2) or more stories in height, the empirical design provisions for wall bracing in this section shall not be used. An engineered design shall be provided to include both gravity and lateral load calculations. The project drawings and engineering calculations shall bear the seal of a registered design professional.

*Section R603.1.1* is hereby amended by replacing it entirely as follows:

*R603.1.1 Engineered Design Required.* For steel wall framing, the project drawings, details, calculations and specifications are required to bear the seal of a registered design professional responsible for the design.

*Section R606.1 Professional Registration Not Required* is hereby amended to read as follows:

Masonry walls and columns designed in accordance with the requirements of figure R606.11(3) shall not require an engineered design by an architect or engineer. Such walls and columns shall support only a roof and shall be limited to 10 feet in height. Masonry construction not meeting these empirical requirements shall require drawings and engineering calculations bearing the seal of a registrant.

*Section R606.11* is hereby deleted and replaced with the following:

Masonry walls shall be anchored to floor and roof systems in accordance with the details shown in figures R606.11(1) and R606.11(3). Footings may be considered as points of lateral support.

The anchor bolt size and spacing shall be as required to support all imposed loads, but shall not be less than ½ inch diameter anchor bolts spaced at 4 feet on center, embedded a minimum of 4 inches.

*Section R611.1 General* is hereby amended by revising the last sentence to read as follows:

Project drawings, typical details, and specifications are required to bear the seal of a registered design professional responsible for the design.

*Section R613.1 General* is hereby amended by revising the last sentence to read:

Project drawings, typical details, and specifications are required to bear the seal of a registered design professional responsible for the design.

*Section R802.8 Lateral Support* is hereby amended to read as follows:

Rafters and ceiling joists shall be provided with lateral support at points of bearing to prevent rotation. Where lateral support is provided by wood blocking, the blocking shall be minimum nominal 2-inch thickness.

*Section R802.8.1 Bridging.* The first sentence is revised to read as follows:

> Rafters and ceiling joists shall be supported by nominal 2 x solid blocking, diagonal bridging (wood or metal) or a continuous 1-inch by 3-inch wood strip nailed across the rafters or ceiling joists at intervals not exceeding 8 feet.

Section R804.1.1 shall be amended by replacing it entirely as follows:

> *R804.1.1. Engineered Design Required.* For steel wall framing, the project drawings, details, calculations and specifications are required to bear the seal of a registered design professional responsible for the design.

*Section R806.1* is hereby amended by deleting the Exception.

*CHAPTER 11 (RE) ENERGY EFFICIENCY* is hereby deleted in its entirety. The requirements for energy efficiency shall be governed by the *2012 International Energy Conservation Code.*

*Section M1701.1* is hereby amended by revising the last sentence to read:

> The requirements for combustion and dilution air for gas-fired appliances shall be in accordance with Chapter 24 *or the Uniform Plumbing Code.*

*Chapters 20 through 33*: The requirements for plumbing and fuel gas systems shall be governed by either these chapters or the *2012 Uniform Plumbing Code.*

*Chapters 34 through 43* are hereby deleted. The requirements for electrical systems shall be governed by the *2011 National Electrical Code.*

<u>Sec. 9-19. Amendments to the 2012 International Existing Building Code.</u>

> The *2012 International Existing Building Code* is amended in the following respects:

*Section 101.1* is amended to read as follows:

> *Section 101.1 Title.* These regulations shall be known as the Building Code of the City of Glendale, hereinafter referred to as "this code."

*Section 410.4.2* is amended by adding item 7 as follows:

> 7. A minimum of one accessible toilet room.

*Section 410.8.11* is amended by adding the following:

> As an alternative, in existing toilet rooms and bathing rooms, one fixture (water closet or urinal) may be removed (where two or more fixtures exist) to create the required space for an accessible water closet.

*Section 705.1.10* is hereby amended by adding the following:

As an alternative, in existing toilet rooms and bathing rooms, one fixture (water closet or urinal) may be removed (where two or more fixtures exist) to create the required space for an accessible water closet.

*Section 1012.8.2* is hereby amended by adding item 7 as follows:

7. A minimum of one accessible toilet room.

*Section 1203.3* is hereby amended by revising the title and the first sentence to read as follows:

*1203.3 Means of Egress and Emergency Escape and Rescue.* Existing window openings, door openings and corridor and stairway widths less than … (remaining text unchaged).

*Section 1205.6* is hereby amended by revising the title and the first sentence to read as follows:

*1105.6 Means of Egress and Emergency Escape and Rescue.* Existing window openings, door openings and corridor and stairway widths less than … (remaining text unchanged).

Sec. 9-20 Amendments to the 2012 International Mechanical Code.

The *2012 International Mechanical Code* is amended in the following respects:

*Chapter 1. Administration* is hereby deleted in its entirety.

For the administration of this code, see the *2012 International Building Code and amendments*.

*Section 602.2 Construction* is hereby amended by adding the following after the first sentence of the first paragraph:

When plenum enclosures are constructed of combustible materials all of the following shall apply:

a. Sprinklers shall be installed within the plenum space as per the adopted International Fire Code.

b. Area smoke detectors shall be installed within the plenum space as per their listing.

c. Duct smoke detectors shall be installed in the return air system of all air moving equipment serving the plenum.

d. The area smoke detectors and the duct smoke detectors shall shut down all air moving equipment serving the plenum whenever any smoke detector senses smoke.

e. All smoke detectors shall be interlocked with the fire alarm system.

f. In occupancies not required to be equipped with a fire alarm system, actuation of any smoke detector shall activate a visible and audible signal in a location approved by the city.

Sec. 19-21. Amendments to the 2011 National Electrical Code.

The 2011 National Electrical Code is amended in the following respects:

*ARTICLE 90 - INTRODUCTION*

*Section 90.1(A)* is hereby amended by adding a second paragraph to read as follows:

*90.1(a) Practical Safeguarding.* The purpose of the code is the practical safeguarding of person and property from hazards arising from the use of electricity. Any and all electrical work for light, heat, power, or any other purposes shall be installed in conformity with the rules and regulations as set forth in this code and that document titled, *National Electrical Code, 2011 Edition*, also known as *NFPA 70*, and in conformity with the rules, policies, regulations and amendments as set forth by the building official.

*Section 90.2(A)(5)* is hereby amended to read as follows:

The engineer or architect of record, acting as the owner's agent shall employ one or more special inspectors approved by the city and shall provide inspections during construction on the following types of work:

Electrical special inspection:

1. Ground-fault protection performance tests for equipment provided with ground-fault protection.

2. Switchboard, panelboards, motor control center, and all other equipment rated 1,000 amps or more, or over 600 volts (over-potential test, commonly referred to as a hi-pot test).

3. Emergency and standby power systems including: switchboards, panelboards, distribution boards, transfer equipment, power source, conductors, fire pumps, exhaust and ventilation fans.

4. Other special inspections as required by the building official.

*Section 90.2A(6)* is hereby amended to read as follows:

Electrical observation. Electrical observation shall be provided for the following installations:

1. Installation or alteration of that portion of health care facility electrical systems which fall within the scope of Article 517, Chapter III of the *2011 National Electrical Code* where critical care areas are present.

2. Installations or alterations of high voltage electrical systems, which exceed 600 volts.

3. Installations or alterations of electrical systems within locations classified as hazardous by the provisions of the *2011 National Electrical Code*, or the currently adopted *International Fire Code*, except for gasoline dispensing installations and systems located within storage garages, repair garages or lubritoriums.

4. When electrical observation is specifically required by the building official.

The owner shall employ the engineer responsible for the electrical design, or another engineer designated by the engineer responsible for the electrical design to perform visual observation of complex electrical equipment and systems for general conformance to the approved plans and specifications, including but not limited to, placement and interconnection of equipment. Electrical observation shall be performed at intermediate significant stages of the construction progression and when installation is complete and ready to be inspected by the building official. Certificates of electrical observation shall be completed and sealed by the engineer of record for all life safety items as one of the requirements prior to release of a temporary certificate of occupancy. All certificates of electrical observation shall be completed and sealed prior to the project's final approval and the electrical portion of the certificate of occupancy is completed.

*Section 90.4* is amended by adding the following paragraph at the end of the section:

Periodically, technical bulletins may be issued by the building official to clarify policy of certain sections found within this code. These technical bulletins shall have the same enforceable content as if was included and part of this code.

*ARTICLE 90* is amended by adding *Section 90.10* to read as follows:

*90.10 Wiring in Public Right-of-Way*. No person, firm, or corporation shall place any wire for conduction of electricity for any purpose across or within the boundaries of any public street, alley, park or sidewalk, unless such a person, firm, or corporation is operating under a franchise or a permit from the proper authorities to do so.

*ARTICLE 100 - DEFINITIONS*

*ARTICLE 100* is hereby amended by revising the definition of the following items to read as follows:

*Kitchens. Commercial and Institutional Kitchens and Bars.* For the purposes of this section, a kitchen or bar is defined as any area where food or beverage is prepared, served or dispensed.

*Structure.* Structures are an assembly of parts of components arranged in a logical form or manner for useful purpose. Assemblies such as service pedestals, substations, poles with

panels or subpanels attached or similar equipment are considered to be structures. A structure is that which is built or constructed.

*Section 110.22(B) Engineered Series Combination Systems* and all sections in this code referring to this section are deleted in their entirety.

*ARTICLE 210 - BRANCH CIRCUITS*

*Section 210.5* is hereby amended by adding a subsection (D) to read as follows:

*(D) Color Code.* Where branch circuits requiring a neutral, are installed in raceways, the conductors of branch circuits connected to the same system shall conform to the following color code:

| VOLTS | PHASE | SYSTEM | PHASE A | PHASE B | PHASE C | NEUTRAL |
|---|---|---|---|---|---|---|
| 120/208 | 3 | WYE | BLACK | RED | BLUE | WHITE |
| 277/480 | 3 | WYE | BROWN | ORANGE | YELLOW | GRAY |
| 120/240 | 3 | DELTA | BLACK | ORANGE | BLUE OR RED | WHITE |

Exception 1: The above color coding is required in residential occupancies that have a 120/240 3 phase delta system. The high leg must meet all the requirements of NEC 110.15, 230.56, 408.3(e) and 408.3(f).

Exception 2: Existing industrial occupancies holding their own maintenance license may use their own color-coding system.

Exception 3: Conductors of listed cable assemblies shall be permitted to be permanently re-identified at the time of installation by distinctive markings at each outlet or termination where the conductor is visible and accessible; such as, six-inch taping or other effective means.

Exception 4: Additions to existing structures, where an acceptable color coding system exists, the existing color coding system shall be continued.

Exception 5: Switch legs and/or travelers may be identified by purple or pink.

*Section 210.8(B)(2)* is hereby amended to read as follows:

*(2) Kitchens: Commercial and Institutional Kitchens and Bars* - for the purposes of this section, a kitchen or bar is defined as any area where food or beverage is prepared, served or dispensed.

*Section 210.25(B)* is hereby amended by adding the following sentence to the end of the paragraph:

The source of power to common area branch circuits, as described above, shall be supplied by separate house equipment panels and shall be separately metered.

*Section 210.50(D)* is added as follows:

> *210.50 (D) Prohibited Receptacle Locations.* Receptacles shall not be installed in areas readily accessible directly behind and above a sink, range, counter-mounted cooking unit, grill, deep fryer or any such appliances where cords or receptacles could be subject to physical damage or water.
>
> > Exception: Receptacles behind a range or stove made inaccessible unless the range or stove is moved and the receptacle is used to power lighting, timers, or igniters on the appliance.

*ARTICLE 220 – BRANCH-CIRCUIT, FEEDER, AND SERVICE CALCULATIONS*

*Section 220.43(B)* is hereby amended by adding the following sentence at the end of the paragraph:

> This section shall also apply to branch circuits for calculation purposes, as well as the feeders.

**Section 220.43(B)** is hereby further amended by adding the following at the end of the Exception:

> > Exception: . . . The branch circuit breaker shall not be used as the limiter device. This section shall also apply to the branch circuit for calculation purposes, as well as the feeders.

*ARTICLE 230 - SERVICES*

*Section 230.2* is hereby amended by adding the following sentence and Exception to the end of the first paragraph:

> No electrical service on one property shall supply power to another separate and distinct property unless these properties are legally combined and under the same ownership.
>
> > Exception: Dwellings shall be allowed to supply other accessory structures on the same property.

*Section 230.43* is hereby amended to read as follows:

*Section 230.43 Wiring Methods for 600 Volts, Nominal, or Less.* Service-entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods:

1. Rigid metal conduit;
2. Intermediate metal conduit;
3. Wire ways;
4. Bus ways;

5. Auxiliary gutters;

6. Rigid non-metallic conduit may be used underground; or

7. Schedule 80 rigid non-metallic conduit may extend above ground to the service equipment.

(fpn): Refer to the serving utility company's requirements for additional information on installing service-entrance conductors on or within buildings and underground laterals serving the premises.

*Section 230.70(A)(1)* is hereby amended to read as follows:

(A) Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (A)(2) and (A)(3).

(1) The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure, or inside nearest the point of entrance of the service-entrance conductors. The service disconnecting means shall be installed adjacent to, and accessible from, the same working area as the utility meter. All service disconnecting means located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than a one-hour fire-resistive occupancy separation.

Exception: The ceiling of this service entrance room may be constructed as required for a one-hour wall assembly with protected opening.

*Section 240.86(A)* and all sections in this code referring to this section are hereby deleted in their entirety.

*ARTICLE 250 - GROUNDING*

*Section 250.4(A)(6)* is hereby amended to read as follows:

*250.4(A)(6) Protection.* All copper bonding, grounding, and grounding electrode conductors shall be routed inside buildings unless impractical to do so if determined by the authority having jurisdiction. Where it is absolutely necessary to route external to the building, conductors shall be installed in minimum schedule 80 non-metallic rigid conduits or other approved means and supported per NEC requirements for its article with 2-hole straps. If metallic conduits are used, both ends of the conduits shall be bonded as required in 250.64(E).

*Section 250.8(B)* is hereby amended by adding a sentence as follows:

Sheet metal screws shall not be used to connect grounding conductors or connection devices to enclosures.

*Section 250.52(A)(3)* is hereby amended by adding the following Exception:

Exception: A concrete encased electrode shall not be permitted in post-tensioned or mat slabs unless the concrete encased electrode terminates at an electrode as specified in 250.52(A)(5) or 250.52(A)(7) and complies with 250.56.

*Section 250.118* is hereby amended to read as follows:

*250.1118 Types of Equipment Grounding Conductors.* The equipment grounding conductor run with or enclosing the circuit conductors shall be one or more of a combination of the following:

1. A copper or other corrosive-resistant conductor. This conductor shall be solid or stranded; insulated, covered or bare; and in the form of a wire or a busbar of any shape.

2. Rigid metal conduit.

3. Intermediate metal conduit.

4. Electrical metallic tubing with an individual equipment grounding conductor.

5. Flexible metal conduit with an individual equipment grounding conductor.

6. Type AC cable with an individual equipment grounding conductor.

7. The copper sheath of mineral-insulted, metal-sheathed cable.

8. Type MC cable with an individual equipment grounding conductor.

9. Cable trays as permitted in Sections 392.10 and 392.60.

10. Cablebus framework as permitted in Section 370.3.

*ARTICLE 300 WIRING METHODS*

*Section 300.4(D), Exception 1* is hereby amended to read as follows:

Exception 1: Steel plates, sleeves, or the equivalent shall not be required to protect rigid metal conduit, intermediate metal conduit, or electrical metallic tubing.

(fpn): Rigid nonmetallic conduits (PVC conduits) are required to be protected.

ARTICLE 310 - CONDUCTORS FOR GENERAL WIRING

*Section 314.24 Depth of Boxes* is hereby amended by adding the following sentence:

All outlet, switch or junction boxes less than 8 inches in any dimension, shall have no more than any combination of two extension boxes and/or one extension box and one plaster ring. These installations shall comply with Articles 300.14 and 110.3(b).

*ARTICLE 334 - NONMETALLIC SHEATHED CABLE*

*Section 334.10(1), (2), (3), (4) and (5)* are hereby amended to read as follows:

*334.10 Uses Permitted.* Type NM, type NMC, and type NMS cables shall be permitted to be used only in branch circuits in the following:

1. One- and two- family dwellings and their attached or detached garages, and their storage buildings.

2. Multi-family dwellings (R-2, apartments), except as prohibited in Section 334.12(10).

If an occupancy changes for other than a one- and two-family dwelling, or a multi-family dwelling (R-2, apartment) to any other occupancy, type NM, type NMC, and type NMS cable shall not be allowed and the wiring must be brought up to other approved methods. Where installed in cable tray, cables shall be identified for this use. Type NM, NMC, NMS and SE cables shall not extend beyond each individual dwelling unit and shall not pass from one dwelling unit through another unless enclosed in a raceway approved by the city and shall not be used for wiring originating from a house panel in any two family or multi-family dwelling unit(s).

Note: 334.10(A), 334.10(B) and 334.10(C) remain as written in the code.

*Subsection 334.12(A)(1)* is hereby amended to read as follows:

In any dwelling or structure not specifically permitted in 334.10 as amended**.**

*Subsection 334.12(A)(11)* is hereby amended to read as follows:

(11*) In all Non-Residential Occupancies*. Non-residential occupancies include all occupancies other than one- and two-family dwellings and multi-family dwellings (R-2, apartments).

ARTICLE 358 - ELECTRICAL METALLIC TUBING: TYPE EMT

*Section 358.10(B)* is hereby amended as follows:

358.10(B) Corrosion Protection. Ferrous or nonferrous EMT, elbows, coupling, and fittings shall not be in concrete that is in direct contact with the earth, or in areas subject to severe

corrosive influences and judged unsuitable for the condition by the authority having jurisdiction.

*Section 358.12* is hereby amended by adding a new item 7 to read as follows:

(7) When in direct contact with the soil.

ARTICLE 406 - RECEPTACLES, CORD CONNECTORS, AND ATTACHMENT PLUGS (CAPS)

*Section 406.4(G)* is hereby added to read as follows:

(G) No receptacles shall be installed in areas readily accessible directly behind or above a sink, range, counter-mounted cooking unit, grill, deep fryer or any such appliances where cords or receptacles could be subject to physical damage.

ARTICLE 410 - LUMINAIRES, LAMPHOLDERS, AND LAMPS

*Section 410.36(B)* is hereby amended by deleting the last sentence in the first paragraph and by adding a second paragraph to read as follows:

Intermediate or heavy-duty ceiling systems shall be used for the support of luminaires (lighting fixtures). All light fixtures shall be positively attached to the suspended ceiling system. The attachment device shall have a capacity of 100 percent of the lighting fixture weight acting in any direction. Luminaires (fixtures) weighing less than 56 pounds and track lighting shall have two 12 gauge wires attached at opposing corners of the luminaire(s) (fixture) or track lighting strip to the structure above. These wires may be slack, and shall contain, at a minimum, at least 3 tight twists within a 3-inch length of the wire at each end. Recessed luminaire housings, exit signage, all single bulb fixtures and emergency unit equipment that are installed within or on a suspended ceiling shall have a minimum of at least one 12 gauge wire attached to the structure above and this wire may be slack and shall contain, at a minimum, at least 3 tight twists of the wire within a 3-inch length at each end. Luminaires weighing more than 50 pounds shall comply with NEC 314.27 (b).

ARTICLE 690 - SOLAR PHOTOVOLTAIC (PV) SYSTEMS

*Section 690.7* is hereby amended by adding the following sentence to the end of the first paragraph:

The City of Glendale shall use the -6 to -10ºC (22-14ºF) with a voltage correction factor of 1.14 in the ambient temperature columns.

ARTICLE 725 - CLASS 1, CLASS 2, AND CLASS 3 REMOTE-CONTROL, SIGNALING, AND POWER-LIMITED CIRCUITS

*Section 725.4* is hereby amended and shall read as follows:

*725.4 Bell and Signal Transformers.* In residential occupancies, bell or signal transformers shall not be installed in attics, closets, or in any inaccessible concealed spaces.

Sec. 19-22. Amendments to the 2012 Uniform Plumbing Code.

*Section 312.10 Sleeves* is hereby amended by adding the following after the first sentence:

> In lieu of a sleeve, a "jacket" may be installed around all piping (passing) through concrete and masonry walls and concrete floors. The minimum thickness of the "jacket" shall be one half inch.

*Section 403.3.1 Nonwater Urinals* is hereby deleted in its entirety.

*Section 422.0 Minimum Number of Required Fixtures and Table 422.1* are hereby deleted in their entirety. For requirements see the *2012 International Building Code*.

*Section 508.3 Access to Equipment and Appliances on Roofs* is hereby deleted in its entirety. For requirements see the *2012 International Mechanical Code*.

*Section 603.5.12 Beverage Dispensers* is hereby amended as follows:

> Potable water supply to beverage dispensers, carbonated beverage dispensers, or coffee machines shall be protected by a reduced pressure principle backflow prevention assembly. For carbonated beverage dispensers, piping materials installed downstream of the backflow preventer shall not be affected by carbon dioxide gas.

*Section 603.5.21 Swimming Pools, Spas, and Hot Tubs* is hereby amended by inserting "or a pressure vacuum breaker" in the first sentence.

*Section 608.2 Excessive Water Pressure* is hereby amended by adding the following Exception:

> Exception: This section does not apply to single family residences if the pressure reducing valve is equipped with an integral by-pass.

*Section 608.5 Drains* is hereby amended by inserting the following parenthetical phrase into the first sentence as follows:

> Relief valves located inside a building (or outside a building) . . .

*Section 704.3 Commercial Dishwashing Machines and Sinks* is hereby amended by deleting dishwashing machines and silverware machines from this section.

*Section 723.0 Building Sewer Test* is hereby amended by adding to the last sentence the following:

> This test may be waived at the discretion of the authority having jurisdiction.

*Section 807.4 Domestic Dishwashing Machine* is hereby amended by adding the following Exception:

> Exception: Domestic dishwashers may be drained without air gap fittings provided the drain hose from the dishwasher is secured as high as possible, but in no case lower than 2 inches

below the flood rim of the sink to which it is connected. The drain hose shall be connected to the sink tailpiece or to the water "boss" of a garbage disposal.

*Section 807.5 Commercial Dishwashing Machines and Silverware Washing Machines* is hereby amended by adding the following:

No dishwashing machine used for commercial purposes may be directly connected to a drainage system. Commercial dishwashers and similar equipment shall discharge into an approved receptor (floor sink) through a minimum 1 inch air gap.

*Section 908.2 Horizontal Venting for Bathroom Groups* is hereby deleted in its entirety.

*Section 1007.1 General* is hereby amended by adding the following Exception:

Exception: A hose bib may be installed in lieu of a trap primer as long as it is installed in the same room and within a reasonable distance to where the floor drain is located.

*Sections 1009.0 through 1017.2* are hereby deleted in their entirety. The Pre-Treatment Division of the City of Glendale Water Services Department administers regulations for these devices and appliances and should be contacted directly.

*Section 1101.11.1 Primary Roof Drainage* is hereby amended by adding the following sentence to the end of the paragraph:

Scuppers may be used as a means of removing water from roofs as long as they are designed, sized and installed as per Section 1108.0 and shall include all the appropriate tables.

*Section 1101.11.2.2(B) Combined System* is hereby deleted in its entirety.

*Section 1210.2 Installation of Piping*. The first sentence is hereby amended to read as follows:

Piping installed above ground shall be securely supported and located where it will be protected from physical damage and shall be kept a minimum of 4 inches above grade or structure.

*Chapter 13 Health Care Facilities and Medical Gas and Vacuum Systems* is hereby deleted in its entirety by reference to the requirements of NFPA 99C, latest edition, as a design and installation guideline.

*Appendix D, Sizing Storm Water Drainage Systems, Section D.1.1 General* is hereby amended by deleting Table D 1-1 and by adding the following:

Six inches (6") of rainfall per hour shall be the amount of rainfall used to size roof drainage systems.

*Appendix F, Firefighter Breathing Air Replenishment Systems* is hereby deleted in its entirety by reference to the requirements of the City of Glendale adopted *International Fire Code*.

*Appendix H, Private Sewage Disposal Systems* is hereby deleted in its entirety and replaced by reference to the requirements of the Maricopa County Department of Environmental Services Department, Septic Systems Division.

Sec. 9-23. Amendments to the 2012 International Energy Conservation Code.

*Chapter 1 (CE) Scope and Administration.* Amend chapter by deleting Part 2 –Administration and enforcement. For the administration of this code, see the 2012 *International Building Code* and related amendments.

*Section C101.1 Title* is hereby amended to read as follows:

> These regulations shall be known as the International Energy Conservation Code of the City of Glendale, hereinafter referred to as "this code."

*Chapter 4 (RE) Scope and Administration.* Chapter 4 is hereby amended by deleting Part 2 – Administration and enforcement. For the administration of this code, see the 2012 *International Building Code* and related amendments.

*Section R101.1 Title* is hereby amended to read as follows:

> These regulations shall be known as the International Energy Conservation Code of the City of Glendale, hereinafter referred to as "this code."

*Section R101.2 Scope* is hereby amended by adding the following:

> Multi-family housing when defined as a "residential building" by Section R202, shall have the option of complying under the commercial provisions of this code regardless of height. Once defined as such on the submittal documents, all components of the commercial provisions of this code shall be followed.

*Section R402.4* shall be amended by adding the following exception:

> Exception: R-2 occupancies that comply with Section C402.4

*Section R403.2.1 Insulation (Prescriptive)* is hereby amended to read as follows:

Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts, including ducts through floor trusses, shall be insulated to a minimum of R-6.

Exceptions:

1. Ducts or portions thereof located completely inside the building thermal envelope.

2. Supply ducts may be insulated to a minimum of R-6 when one or more of the following conditions are met:

   2.1 Minimum seer rating of the space heating and cooling system is increased to 15.

2.2 Maximum U-factor is decreased to a 0.35 and maximum SHGC is decreased to a 0.22 for all fenestration products.

2.3 Wall cavity insulation provides a minimum R-value of R-19.

*Section R403.9.3* is hereby deleted in its entirety.

SECTION 2. That the provisions of this ordinance shall become effective on December 1, 2012.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

c_building

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA, INC. TO SUPPLY WATER FOR NORTHERN PARKWAY LANDSCAPING** |
| Staff Contact: | **Terry Johnson, AICP, Deputy Director, Transportation Services** |

## Purpose and Recommended Action

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a main extension agreement with EPCOR Water Arizona, Inc. (EPCOR) to supply water for Northern Parkway landscaping. This agreement will allow for construction of a waterline extension needed to deliver irrigation water to the landscaping along Northern Parkway.

## Background Summary

This proposed main extension agreement is necessary for EPCOR, the water utility company serving this area, to supply and deliver water for Northern Parkway landscaping. This approximately one-mile-long, 12-inch waterline will run from one-half mile south of Peoria Avenue to the Northern Parkway. It will extend the existing EPCOR waterline and will deliver the water to the Northern Parkway landscaping between Sarival and 143rd Avenues.

The city will design, construct and install the waterline and, upon completion, it will be conveyed to EPCOR who will own, operate and maintain it. Landscaping and irrigation of the segment of Northern Parkway between 143rd Avenue and Dysart Road will be addressed under a separate agreement, which staff will bring forward at a later date.

## Previous Related Council Action

On April 26, 2011, Council approved two intergovernmental agreements (IGAs) with Maricopa County. The first is an agreement for drainage improvements along Northern Parkway, and the second is an agreement for operation and maintenance of Northern Parkway, from Sarival Avenue to Dysart Road.

On September 23, 2008, Council approved an IGA with Maricopa County, the City of El Mirage and the City of Peoria to construct Northern Parkway.

## Community Benefit/Public Involvement

Construction of the waterline is needed to provide irrigation for landscaping along Northern Parkway that will improve the appearance of this roadway, which, in turn, will enhance economic development opportunities in the area.

The public has not been directly involved in this main extension agreement; however, public input on Northern Parkway has been received at public hearings and GO Program open houses over the past eight years. Public meetings specifically addressing the Northern Parkway were held in February and July 2003, and in June and December of 2005. Seven meetings with individual neighborhoods were held in January through March of 2006. Input received was used to develop and analyze alternatives considered in the design of the project. A final public hearing on the environmental assessment for this project was held on October 14, 2009, and was attended by 95 citizens. Official federal approval (Finding of No Significant Impact) was received on May 11, 2010.

More information on the Northern Parkway project can be found by visiting http://www.glendaleaz.com/improvements/NorthernParkway.cfm.

## Budget and Financial Impacts

| Cost | Fund-Department-Account |
|---|---|
| **$521,399** | **2210-65016-551200 (Northern Ave. Super Street)** |

The cost of this waterline is estimated at $521,399. Staff has concluded that it will be cost-effective to turn the ownership of this waterline over to EPCOR to operate and maintain. URS Corporation, a private engineering consulting firm, analyzed the payback period for this waterline in their report entitled, "Sarival Waterline for Northern Parkway Landscape Irrigation: Refund and Cost Savings Documentation." This analysis was based on city-approved land use plans and the latest Maricopa Association of Governments socioeconomic projections for the timing of these plans. The agreement allows full recovery of the cost of the waterline based on the following:

- The main extension agreement's commitment to refund the city 10% of water fees for all waterline users for up to 10 years.
- The main extension agreement's commitment to refund the city up to 50% of all hookup fees for new waterline users for up to 20 years (the agreement limits EPCOR refunds to not more than the cost of the line).

- Ongoing costs that the city will not need to pay to operate and maintain this single, isolated waterline over its estimated 70-year life.

This analysis estimates the city will be repaid for the cost of this line in approximately nine years. Should development proceed more slowly than reflected in this analysis, repayment will be slowed, but as indicated above, has a very high probability of ultimately being repaid in full.

Funding is available in the FY 2012-13 capital improvement plan. The cost of the waterline will be charged to the Northern Parkway Project account, which is GO-funded. A portion of this expenditure will be applied to the city's local match contribution to the Northern Parkway Project.

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

Agreement

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Terry Johnson, AICP, Deputy Director, Transportation Services** |
| Item Title: | **MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA, INC. TO SUPPLY WATER FOR NORTHERN PARKWAY LANDSCAPING** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

This report describes a proposed main extension agreement with EPCOR Water Arizona, Inc. (EPCOR), which will allow for construction of a waterline extension needed to deliver irrigation water to the landscaping along Northern Parkway. The purpose of this report is to request that this item be placed on an agenda for City Council action.

## BACKGROUND

Northern Parkway is planned to be a 12.5-mile, high-capacity, six-lane expressway connecting Grand Avenue (US 60) to Loop 303. Northern Parkway will provide regional connectivity, enhance east-west mobility, serve expected population and employment growth, reduce travel time and enhance flood protection. Construction of the first phase of Northern Parkway is currently underway and is scheduled for completion in spring 2013. Phase I comprises a four-mile segment from Sarival Avenue to Dysart Road. Construction of a waterline is needed to provide irrigation for landscaping along Northern Parkway that will improve the appearance of this roadway, which, in turn, will enhance economic development opportunities.

On September 23, 2008, Council approved an intergovernmental agreement (IGA) with Maricopa County and the cities of El Mirage, Glendale and Peoria, which stated that each jurisdiction would be responsible for maintenance of their portion of Northern Parkway. On April 26, 2011, Glendale entered into another IGA with Maricopa County, the lead agency on this project, in which the county agreed to install landscaping on this portion of Northern Parkway and the city agreed to supply the water and maintain the landscaping.

This proposed main extension agreement is necessary for EPCOR, the water utility company serving this area, to supply and deliver water for Northern Parkway landscaping. This approximately one-mile-long, 12-inch waterline will run from one-half mile south of Peoria Avenue to Northern Parkway. It will extend the existing EPCOR waterline and will deliver the water to Northern Parkway landscaping between Sarival and 143rd avenues. The city will design,

construct and install the waterline and, upon completion, it will be conveyed to EPCOR who will own, operate and maintain it. Landscaping and irrigation of the segment of Northern Parkway between 143rd Avenue and Dysart Road will be addressed under a separate agreement, which staff will bring forward at a later date.

## ANALYSIS

Staff is recommending Council enter into a main extension agreement with EPCOR because EPCOR is the utility company that provides water to this area. Alternatives considered by staff included: (1) no landscaping and no waterline; (2) city constructs and operates its own waterline; and (3) city constructs the waterline and turns it over to EPCOR to own and operate.

A landscaping option was selected because Glendale staff believes attractive landscaping on Northern Parkway will help ensure an aesthetically pleasing roadway that will attract quality economic development to the city. Staff considered using a Glendale-owned waterline as an alternative to conveying it to EPCOR; however, owning, operating and maintaining a waterline would not be cost-effective because there are no other city waterlines in this area.

Construction of the first phase of Northern Parkway is scheduled for completion by April 2013. Irrigation installation and landscaping construction will begin at that time; therefore, the waterline must be completed prior to April 2013. Delays in approving this agreement could prevent the timely construction of the waterline and cost the city an extra $300,000 for interim erosion control.

## FISCAL IMPACTS

The cost of this waterline is estimated at $521,399. Staff has concluded that it will be cost-effective to turn the ownership of this waterline over to EPCOR to operate and maintain. URS Corporation, a private engineering consulting firm, analyzed the payback period for this waterline in their report entitled, "Sarival Waterline for Northern Parkway Landscape Irrigation: Refund and Cost Savings Documentation." This analysis was based on city-approved land use plans and the latest Maricopa Association of Governments socioeconomic projections for the timing of these plans. The agreement allows full recovery of the cost of the waterline based on the following:

- The main extension agreement's commitment to refund the city 10% of water fees for all waterline users for up to 10 years.
- The main extension agreement's commitment to refund the city up to 50% of all hookup fees for new waterline users for up to 20 years (the agreement limits EPCOR refunds to not more than the cost of the line).
- Ongoing costs that the city will not need to pay to operate and maintain this single, isolated waterline over its estimated 70-year life.

This analysis estimates the city will be repaid for the cost of this line in approximately nine years. Should development proceed more slowly than reflected in this analysis, repayment will be slowed, but as indicated above, has a very high probability of ultimately being repaid in full.

Funding is available in the FY 2012-13 capital improvement plan. The cost of the waterline will be charged to the Northern Parkway Project account (2210-65016-551200), which is GO-funded. A portion of this expenditure will be applied to the city's local match contribution to the Northern Parkway Project.

RESOLUTION NO. 4623 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA INC. FOR THE CONSTRUCTION AND SUBSEQUENT OWNERSHIP TRANSFER OF A WATERLINE EXTENSION NEEDED TO DELIVER IRRIGATION WATER TO THE LANDSCAPING ALONG NORTHERN PARKWAY.

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 Main Extension Agreement with EPCOR Water Arizona Inc. for the construction and subsequent ownership transfer of a waterline extension needed to deliver irrigation water to the landscaping along Northern Parkway 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 Main Extension Agreement along with any and all necessary documents to include subsequent ownership transfer documents 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 _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

da_EPCOR

MXA # _____
WO # _____
DISTRICT # _____
W ☑ S ☐ W&S ☐

# MAIN EXTENSION AGREEMENT

This MAIN EXTENSION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2012 ("Effective Date") by and between EPCOR Water Arizona Inc., an Arizona corporation ("Utility"), and City of Glendale, an Arizona municipal corporation ("City").

## RECITALS:

A. The Federal Government has declared public water systems, including Utility's, to be critical infrastructure essential to the continued operation of the government and the nation.

B. Utility's water operations are governed by numerous federal and state statutes and regulations, and are subject to regulation by numerous federal and state agencies.

C. Utility is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide potable water ("Utility Service") within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity (the "CC&N") granted by order of the Arizona Corporation Commission (the "Commission").

D. In connection with providing the Utility Service, Utility owns, operates and maintains an existing public water system adjacent to City's boundaries.

E. City is required to provide water service for irrigation along a portion of the Northern Parkway in Maricopa County (the "Irrigation Services"), but City does not have the water production or delivery infrastructure required to provide the Irrigation Services.

F. City has requested that Utility provide water service to City to enable City to provide the Irrigation Services.

G. Pursuant to Arizona Administrative Code § R14-2-406 (Exhibit D), Utility is permitted to require customers requesting new water service to pay for the required water system infrastructure improvements required for that new service.

H. In order for Utility to provide the requested water service to City, an extension to Utility's existing water system will be required, and Utility has no plans, and is under no obligations imposed by the Commission, as of the date of this Agreement to fund or construct that extension.

I. City, being obligated to provide the Irrigation Services, has determined that its construction of the necessary extension to Utility's water delivery infrastructure to enable Utility to deliver water to City for the Irrigation Services at a delivery point within the CC&N,constitutes a public purpose.

J. City has the authority, without infringing on Utility's rights as a public service corporation, to construct the necessary water production and delivery infrastructure to produce and deliver the water required by City for the provision of the Irrigation Services. The construction of such a "stand alone system" would require City to, among other things, acquire the necessary water rights and construct the necessary infrastructure to produce, transport and deliver the irrigation water. Following such construction, City would be required to own, operate, maintain and, when appropriate, replace the components of such infrastructure.

K. City has determined that it is in the best interests of City and its residents that, instead of building a "stand alone water system" for the Irrigation Services, City construct the

extension to Utility's public utility water system to render that system capable of delivering the desired water to City at a delivery point within the CC&N.

L. Pursuant to this Agreement, City will be required to obtain Utility's approval of City's plans for the construction by City of the required extension to Utility's water system, and, following City's construction of that extension, Utility will assume the ongoing ownership, operation and maintenance of the extension.

M. Utility and City must obtain certain regulatory approvals before the contemplated extension to Utility's water delivery system can be constructed by City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties, each intending to be legally bound by this Agreement, hereby agree as follows:

1 DEFINITIONS: In addition to terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1.1 "ADEQ" means Arizona Department of Environmental Quality.

1.2 "City Authorizations" means, collectively, all of the zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies required by law or regulation for City's construction and installation of the Main Extensions.

1.3 "Days" means calendar days.

1.4 "Main Extensions" means the pipelines, valves, hydrants, meters, services and other related water distribution appurtenances, as set forth in **Exhibits A and B**, necessary for Utility to deliver water to City, at a delivery point within the CC&N, for its provision of the Irrigation Services.

1.5 "Final Acceptance" means Utility's written final acceptance of the Main Extensions. For the avoidance of doubt, Utility's Final Acceptance can only be evidenced by Utility's written notice to that effect and will not be deemed to have occurred or be inferred by any circumstances.

1.6 "Utility Authorizations" means, collectively, all of the authorizations that may be required by law or regulation for Utility to deliver water to City for its provision of the Irrigation Services, including, without limitation, certificates of convenience and necessity, operating agreements, franchises, permits and similar authorizations obtained from regulatory agencies and other governmental agencies, and, if Utility is required to design and construct any water infrastructure in connection with its delivery of water to City for its provision of the Irrigation Services, all of the zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies required by law or regulation for such design and construction by Utility.

2 AUTHORIZATIONS AND WATER RIGHTS

2.1 Utility shall on a timely basis take all commercially reasonable steps necessary and use commercially reasonable efforts to obtain and renew all of the Utility Authorizations.

2.2 City shall on a timely basis take all commercially reasonable steps necessary and use all commercially reasonable efforts to obtain and renew all of the City Authorizations.

2.3 Utility's obligations hereunder are contingent upon its ability to obtain all of the Utility Authorizations and upon City obtaining all of the City Authorizations. Utility will not be liable to City or its contractors and subcontractors for damages or any refunds or reimbursements if City begins construction, or authorizes the start of construction, of any of the Main Extensions before all items identified in Paragraph 5.2 are satisfied.

2.4 Water utility services provided by Utility to City to enable City to provide the Irrigation Services will be provided outside of this Agreement and pursuant to Utility's applicable rate tariff and the Commission's applicable rules and regulations.

3 MAIN EXTENSIONS

3.1 City will design, construct and install, or cause to be designed, constructed or installed, the Main Extensions as approved by Utility in accordance with the terms of this Agreement.

3.2 City's estimated schedule of materials, unit quantities, and costs are set forth in **Exhibit B**. City will pay all of the costs of permitting, constructing, installing, and connecting the Main Extensions including, but not limited to, the costs of engineering, materials, labor, transportation, equipment, permits and approvals, easements, testing, corrections, insurance and bonds. City's costs, as evidenced in accordance with the terms of this Agreement, for the construction and installation of the Main Extensions shall be considered an advance in aid of construction, and shall be subject to refund in accordance with Paragraphs 7.1 and 7.2.

3.3 City agrees that the completion of the Main Extensions will be timed so as to enable Utility to deliver water to City for its provision of the Irrigation Services as such service is required. City understands and agrees that Utility's delivery of water to City for its provision of the Irrigation Services is conditioned upon Utility's Final Acceptance of all portions of the Main Extensions to be used in connection with such services.

3.4 City and Utility acknowledge and agree that the primary purpose for City's construction of the extension to Utility's water delivery system is to enable Utility to provide water to City for City's provision of the Irrigation Services. Utility confirms to City that, in being required to construct the required extension to Utility's water system, City is being held to the same requirements as other new customers of Utility requesting water service that requires an extension of Utility's existing water delivery system. To the extent that the extension to be constructed by City results in an improvement to Utility's water delivery system, that improvement will be unavoidable and will be incidental to the primary purpose of that extension.

4 PLAN REVIEW AND APPROVAL

4.1 City will submit the following items to Utility for its review and approval:

4.1.1 Plans and specifications for the Main Extensions;

4.1.2 Estimated number and size of meters and services, including landscape, that will be required for Utility's delivery of water to City at a delivery point within the CC&N for its provision of the Irrigation Services; and

4.1.3 Other items reasonably requested by Utility.

4.2 Utility will review the plans and specifications for the Main Extensions. Utility will promptly approve the plans and specifications in writing, or provide City written review comments indicating items that need to be corrected or modified. Utility will not unreasonably withhold or delay its approval. If the plans and specifications are not approved by Utility, City will correct or modify the plans and specifications to address Utility's review comments and resubmit the plans and specifications for Utility's review and approval.

5 CONSTRUCTION REQUIREMENTS

5.1 With respect to the Main Extensions, City estimates a construction start date of _____, 20___ and a construction completion date of _____, 20___.

5.2 City will not commence construction of the Main Extensions until the following conditions are satisfied:

5.2.1 Utility has approved the plans and specifications in accordance with Section 4 of this Agreement;

5.2.2 This Agreement is approved by the Utilities Division of the Commission;

5.2.3 Utility has obtained all required Utility Authorizations;

5.2.4 City has obtained, at its cost, which cost shall be part of its advance to Utility, all of the City Authorizations and other permits, zoning, easements and other approvals that are required by applicable law in advance of City's design and construction of the Main Extensions;

5.2.5 City has furnished Utility with a copy of the selected contractor's itemized construction bid for Main Extensions;

5.2.6 City has furnished Utility with a copy of the selected contractor's safety plan or safety manual; and

5.2.7 City has furnished Utility with appropriate certificates of insurance coverage of City and each of its contractor's coverage effective during the period of construction in the types and amounts as shown in **Exhibit C**.

5.3 All plans, specifications, construction and installation of the Main Extensions shall be in accordance with good utility and engineering practices, the rules, regulations and requirements of ADEQ, Utility's specifications and details, and the requirements of all other governmental agencies having jurisdiction over the Main Extensions or Utility's delivery of water to City.

5.4 If City begins construction of any of the Main Extensions before all of the conditions set forth in Paragraph 5.2 are satisfied, such construction will be at City's sole risk and subject to repair, alteration or reconstruction at City's expense as directed by Utility or any regulatory agency. Utility reserves the right to deem its plan approval null and void if City does not begin construction of the Main Extensions within one year after the date of Utility's initial plan approval. If City has not started construction of the Main Extensions within one year after the date of Utility's initial plan approval and Utility deems the plan approval null and void, City must resubmit

plans and specifications for Utility's written approval.

5.5 No portion of the Main Extensions will be used by Utility to deliver water to City until Final Acceptance of such portion has occurred. Utility specifically reserves the right to withhold Final Acceptance of all or any portion of the Main Extensions unless such facilities have been constructed in accordance with the terms of this Agreement and are reasonably satisfactory to Utility upon inspection and testing.

5.6 City will comply with Utility's inspection and testing requirements for the Main Extensions; provided however, that Utility furnishes that information to City during the planning and engineering phase of the project. Once construction begins, Utility shall be responsible for all engineering and construction changes and costs required by its failure to timely provide its testing and inspection requirements. City will provide Utility two business days' prior notice when the Main Extensions are under construction, and when any portion of the Main Extensions are ready for inspection and testing. Utility will then promptly inspect and test the Main Extensions to determine if such Main Extensions have been constructed in accordance with the approved plans and specifications. As a result of Utility's inspection and testing, Utility may provide written notification to City of punch list items that require correction and City agrees to promptly correct all defects and deficiencies in construction, materials and workmanship.

6 FINAL ACCEPTANCE

6.1 Utility will notify City of Utility's Final Acceptance of all or the applicable portion of the Main Extensions (which will be a condition precedent to Utility's use of the Main Extensions to provide water service to City) within ten (10) days after the satisfaction of all of the following conditions:

6.1.1 City has corrected all punch list items identified by Utility;

6.1.2 City has paid all fees required by this Agreement and by the terms of Utility's then-current and applicable tariffs applicable to Utility's delivery of water to City for its provision of the Irrigation Services;

6.1.3 Any required Approval of Construction has been issued by the applicable regulatory body having jurisdiction of the Main Extensions;

6.1.4 City has delivered to Utility all of the following:

6.1.4.1 Copies of all contracts and paid bills, invoices and other statements of expenses incurred by City, covering all of the costs of permitting, design, construction and installation of the Main Extensions;

6.1.4.2 Lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, supplies and construction included in the Main Extensions;

6.1.4.3 Receipts or copies of checks, specifying exact amount of payments in full by City to all contractors, subcontractors and vendors for all materials, equipment, supplies, labor and other costs of construction of the Main Extensions;

6.1.4.4 Three sets of "as-built" drawings on full-size bond paper and one set on 11" x 17" paper, certified as to correctness by an engineer registered in the State of Arizona and showing the locations,

materials, and respective sizes, and pertinent construction details for all Main Extensions;

6.1.4.5 CAD files and PDF files of the signed and sealed "as-built" drawings and plat map on CD, in accordance with Utility's specifications; and

6.1.5 City has constructed the Main Extensions completely within Public Rights-of-Way and obtained all necessary zoning and other governmental approvals as required, each in a form and with substance reasonably satisfactory to Utility's legal counsel, for Utility's ownership, operation, maintenance and replacement of the Main Extensions, including adequate access from public roadways.

6.2 Concurrently with Utility's Final Acceptance of any of the Main Extensions, City shall deliver to Utility a fully executed Bill of Sale (Exhibit F), in a form and with substance reasonably satisfactory to Utility's legal counsel, evidencing the conveyance of the Main Extensions to Utility, and such Main Extensions shall become, and shall thereafter remain, as between Utility and City, the sole property of Utility. City represents and warrants to Utility that, at the time of such transfer, Utility will receive good and marketable title to the conveyed Main Extensions, free and clear of any and all liens, claims, mortgages or other encumbrances. All risk of loss of the Main Extensions shall be with City until title to such Main Extensions is transferred to Utility in accordance with the terms of this Agreement.

6.3 City shall be liable for damage resulting solely from Utility's inability to accurately mark the location of any of the Main Extensions due to any inaccuracies in City's "as built" drawings for those Main Extensions.

6.4 For one year after Utility's written Final Acceptance of any Main Extension, City will, upon Utility's reasonable request, promptly correct any and all defects and deficiencies in construction, materials and workmanship in that Main Extension discovered by Utility.

6.5 Neither Utility's inspection nor acceptance of Main Extensions relieves or limits City's responsibilities and liabilities to the Utility under this Agreement.

7 FEES AND REFUNDS:

7.1 Effective upon Final Acceptance, the City's costs and fees that are defined under this Agreement and the Utility's then-current tariffs to be refundable advances-in aid-of–construction, will be refunded by Utility in accordance with Arizona Administrative Code Sec. R14-2-406.(D) in force and effect on the Effective Date. A copy of the Arizona regulation is attached as **Exhibit D**. Any fees that are defined as contributions-in-aid-of-construction are non-refundable. For refundable advances-in-aid-of-construction, the amount to be refunded annually shall be ten percent (10%) of Utility's total gross revenues (excluding all gross receipts taxes, sales taxes and district, municipal, county, state and federally imposed regulatory assessments) derived from the provision of water service to each bona fide consumer (including City) whose service line is connected to the Main Extensions. Refunds shall be payable for a period of ten (10) years from the date of Final Acceptance of the Main Extensions, but in no event shall the refunds paid to City, together with the aggregate of payments made to City pursuant to Paragraph 7.2, below, exceed the total amounts paid by City as advances-in-aid-of-construction. Any unrefunded balance of such advances remaining at the end of the applicable

refund period shall become non-refundable. No interest shall be paid on any amount advanced by City.

7.2 New connections in Utility's Agua Fria Water District are currently subject to a Water Facilities Hook-Up Fee (the "Hook-Up Fee"), as authorized by tariff approved by the Commission from time to time. Pursuant to this Agreement, Utility will account for and reimburse a portion of the Hook-Up Fees received from new connections within the area (the "Reimbursement Area") defined by Mountain View Road on the north, State Route 303 on the west, Northern Avenue alignment on the south, and 159th Avenue (alignment) on the east, as described in **Exhibit E**, as follows:

7.2.1 On or before the last day of the first quarter of each year, Utility will provide a statement to City of the total Hook-Up Fees received during the previous calendar year for new connections within the Reimbursement Area, together with reasonable supporting documentation. At the same time, Utility will issue a check to City equal to one-half of the total amount of the offset-eligible component of the Hook-Up Fees shown on the statement.

7.2.2 The "offset-eligible" component of the Hook-Up Fees is referred to as "Component A" of the Hook-Up Fees as described in Utility's tariff for Utility's Agua Fria Water District. Utility's obligation under this paragraph 7.2 continues each calendar year until one of the following three events occur, whichever occurs first:

7.2.2.1 City has been paid, from "Component A" of the Hook-Up Fees, an amount equal to one-half of the total cost of the Main Extensions, as determined based upon copies of contracts, paid bills, invoices and other statements of expenses provided by City and reviewed and approved by Utility pursuant to the terms of subparagraphs 6.1.4.1 and 6.1.4.3;

7.2.2.2 City has been paid, from "Component A" of the Hook-Up Fees and pursuant to Paragraph 7.1, above, an aggregate amount equal to the total cost of the Main Extensions, as determined based upon copies of contracts, paid bills, invoices and other statements of expenses provided by City and reviewed and approved by Utility pursuant to the terms of subparagraphs 6.1.4.1 and 6.1.4.3; or

7.2.2.3 The expiration of the calendar quarter ending on December 31, 2032, with the last reimbursement payment being made on or before March 31, 2033.

7.3 Upon execution of this Agreement and City's receipt of invoice from Utility, City will pay to Utility a construction administration fee equal to $6,500 plus 5% of the total costs of the Main Extensions as estimated by City's engineer and a line-testing water fee for the estimated amount of water used for testing of the Main Extensions, both as shown in **Exhibit B**. The construction administration fee compensates Utility for the cost of its administration, coordination, reviews, inspections, testing and approval incurred by Utility in connection with the design, construction, installation and connection of the Main Extensions. The line-testing water fee compensates Utility for the cost, at the then-current tariff irrigation service rate, for the water used during testing of the Main Extensions, i.e. flushing, chlorination, and filling. The construction administration fee is a non-refundable contribution-in-aid-of-construction. The line testing water fee is a non-refundable cost for the water.

7.4 City will pay in accordance with the terms of Utility's then-current tariffs, all applicable fees as specified in those tariffs, including, if applicable, a hook-up fee,

for all water meters based on the estimated quantity and size to be installed for Utility's delivery of water to City for its provision of the Irrigation Services. Unless otherwise provided in an applicable tariff, any meter installation fee is considered an advance-in-aid-of-construction and any hook-up fee is considered a non-refundable contribution–in-aid-of-construction. The Parties understand the fees paid by City pursuant to this Paragraph 7.4 will be based on the estimated quantity and size of water meters to be installed. Utility may from time to time perform audits to confirm quantity and size of meters actually installed. The audit may result in a true-up payment occurring from Utility to City because of overpayment or by City to Utility because of underpayment, evidenced by statement from Utility to City.

7.5 If Utility determines that all or any portion of City's advances-in-aid-of-construction under this Agreement constitute taxable income to Utility as of the date of this Agreement or at the time Utility actually receives such advance, City will advance funds to Utility equal to the income taxes incurred by Utility as a result of any applicable Internal Revenue Service ("IRS") or Arizona Department of Revenue ("ADR") determination. Such funds shall be paid to Utility within thirty (30) days following Utility's notification to City that a determination has been made that any such advances constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code or the Arizona Revised Statutes, any regulation promulgated by the IRS or the ADR, or similar change to any statute, rule or regulation relating to this matter. Such notification shall include documentation reasonably necessary to substantiate Utility's liability for income taxes resulting from City's advances-in-aid-of-construction under this Agreement.

8 GENERAL PROVISIONS

8.1 Utility shall, upon Final Acceptance and City's payment of all fees required under this Agreement or by the terms of any then-current and applicable tariffs approved by the Utilities Division of the Commission, begin to deliver water to City for its provision of the Irrigation Services, which water delivery by Utility will be outside the scope of this Agreement. For the avoidance of doubt, none of Utility's deliveries of water to City for its provision of the Irrigation Services will be provided under this Agreement, although certain activities of the parties under this Agreement are conditions precedent to Utility's delivery of that water. Such rates, charges and tariffs are subject to change from time to time upon approval by the Utilities Division of the Commission. Utility has no obligation to deliver water to City for its provision of the Irrigation Services until such Final Acceptance has occurred and all applicable tariff fees have been paid in full by City.

8.2 City acknowledges that Utility has the right to, and may in the future, connect its existing or future water systems to the Main Extensions.

8.3 Unless the Commission issues a final order to the contrary, Utility will not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service or any act or failure to act arising out of this Agreement caused by an act of God or the public enemy, accident, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Utility's production, storage, transmission, distribution, collection, and other related facilities. The foregoing is not intended, and shall not be interpreted, to limit Utility's obligations as a public service corporation under applicable Arizona law or to limit City's right to

seek recourse before the Commission for issues relating to Utility provision of, or failure to provide, water service to City.

8.4 Utility does not provide fire protection services and does not warrant, guarantee or represent that any water utility services it provides will comply with any fire-protection requirements of any governmental agency, or of any county, municipal, or private fire protection providers. Utility will allow public and private fire protection providers to use water from its system for fire-fighting purposes, provided that Utility's normal system demands are first met and water system pressure is not decreased to less than 20 pounds per square inch.

8.5 City will defend, indemnify and hold harmless Utility, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of City, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, City's obligations under this Agreement; provided, however, that City shall not be required to indemnify Utility to the extent of any negligent or wrongful acts of Utility, its officers, directors, agents or employees.

8.6 Utility will defend, indemnify and hold harmless City, its officials, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Utility, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Utility's obligations under this Agreement; provided, however, that Utility shall not be required to indemnify City to the extent of any negligent or wrongful acts of City, its officials, agents or employees.

8.7 The failure of either party to this Agreement to enforce any of the provisions of this Agreement or the waiver by either party of any of its rights under this Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

8.8 Communications under or relating to this Agreement shall be sent to City addressed as follows:

Robert J. Darr
Transportation Manager
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301

With copies 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

Or to such other address or addresses as City may advise Utility in writing, and to Utility at:

EPCOR Water Arizona Inc.
Attn: Director of Engineering
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027

8.9 Nothing in this Agreement shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venturer as between Utility and City or to authorize or enable either party to incur any costs or expenses on behalf of the other party. City shall be solely responsible for the means, methods, techniques, sequences and procedures it utilizes in connection with the design, construction and installation of the Main Extensions.

8.10 This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of laws provisions, and its performance shall be subject to regulation by Arizona and federal regulatory agencies with jurisdiction. This Agreement shall be of no force or effect unless and until it is approved by the Utilities Division of the Commission. Utility shall submit it to the Utilities Division of the Commission promptly upon its execution by both of City and Utility.

8.11 This Agreement represents the entire understanding between the parties with respect to its subject matter, superseding all prior communications, understandings and agreements of or between the parties with respect to such subject matter. There are no oral or collateral agreements between the parties with respect to such subject matter. All changes or amendments to, and any termination of, this Agreement must be in writing and signed by Utility and City.

8.12 This Agreement shall be binding upon and inure to the benefit of Utility and City and their respective legal representatives, successors and assigns. City or Utility shall not assign its rights, obligations or interest in this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be void and of no effect. There are no third-party beneficiaries under this Agreement.

8.13 Utility reserves the right to deem this Agreement null and void if City does not begin construction of the Main Extensions within one year after the Effective Date of this Agreement. If City has not started such construction within one year after the date of this Agreement, City may issue a written request to Utility for an extension of this Agreement. Utility's response to any such request for extension will not be unreasonably delayed, but will be within Utility's sole discretion. If Utility deems the Agreement null and void, Utility will provide written notice of cancellation of this Agreement to City.

8.14 All agreements with the City are subject to cancellation for conflicts of interest under the provision of A.R.S. § 38-511.

8.15 Utility 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 statutory sections, in the countries of Sudan or Iran.

[Signatures follow (next two pages)]

EPCOR Water Arizona Inc.
an Arizona corporation

_____

Printed Name: _____

Title: _____

Date: _____

Acknowledgment – EPCOR Water Arizona Inc.

STATE OF _____ )
) ss.
County of _____ )

The foregoing instrument was acknowledged before me on _____, 20___ by _____[EPCOR Representative],_____[Title of EPCOR Representative] of EPCOR Water Arizona Inc., an Arizona corporation, on behalf of the corporation.

Signature: _____

My Commission expires: _____

Seal:

City of Glendale
an Arizona municipal corporation

_____

Printed Name: Horatio Skeete
Title: Acting City Manager

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk (Seal)

LIST OF REQUIRED EXHIBITS
(all exhibits are to be 8-1/2" x 11")

EXHIBIT A - Map of Main Extensions

EXHIBIT B - Line Item Descriptions of Main Extensions and Cost Estimates
(Prepared and stamped by engineer showing materials, units and unit costs, estimated amount of construction water and the corresponding cost of the construction water, and the number of meters by size)

EXHIBIT C - Certificate of Insurance Requirements
(ACORD Certificate of Insurance Sample Form)

EXHIBIT D - Arizona Administrative Code § R14-2-406.D

EXHIBIT E - Map of Reimbursement Area

EXHIBIT F - [Form of] Bill of Sale

# EXHIBIT A

# MAP OF MAIN EXTENSION

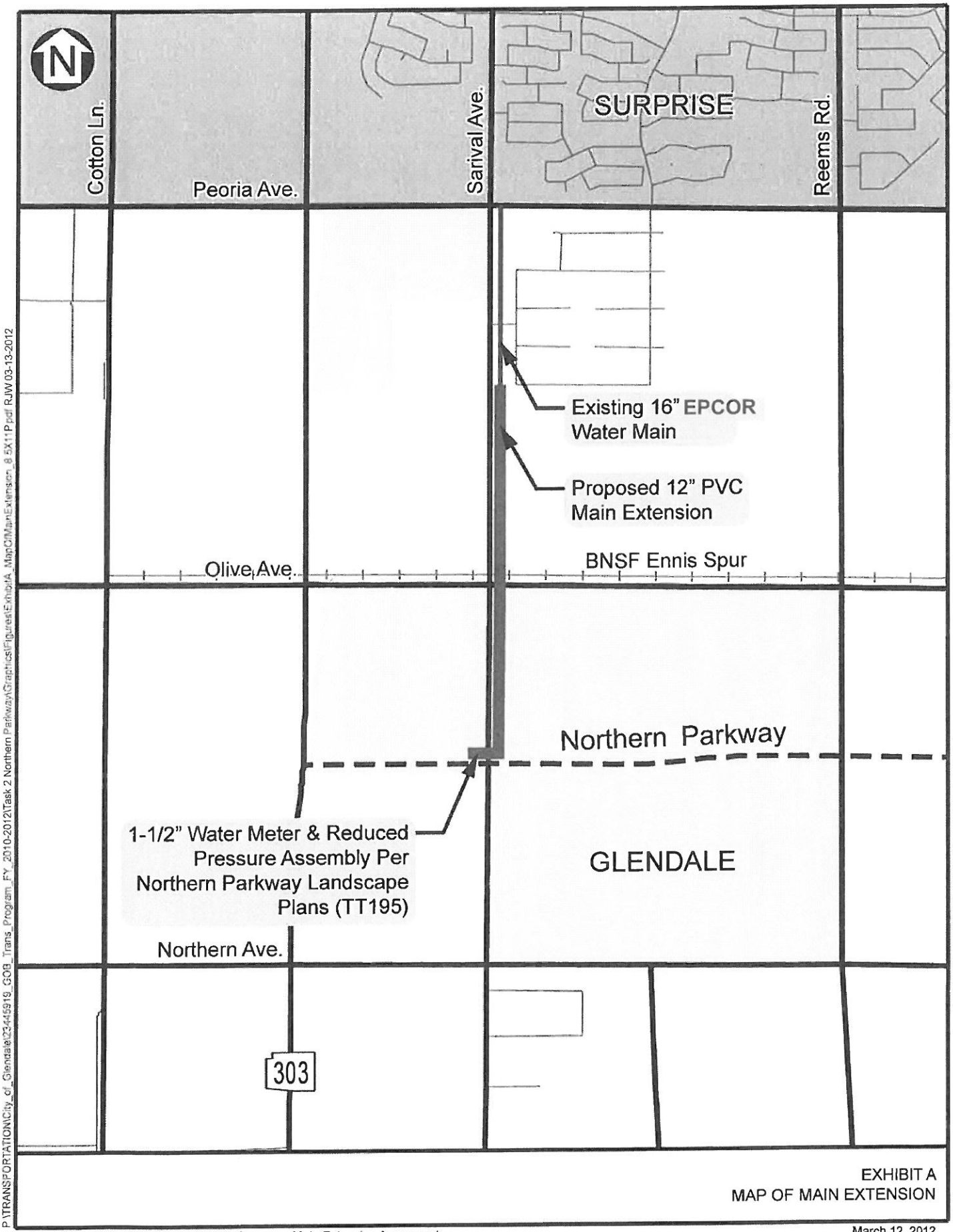



EXHIBIT A
MAP OF MAIN EXTENSION

P:\TRANSPORTATION\City_of_Glendale\23445919_GOB_Trans_Program_FY_2010-2012\Task 2 Northern Parkway\Graphics\Figures\ExhibitA_MapOfMainExtension_8.5X11P.pdf RJW 03-13-2012

URS Arizona American Water Company Main Extension Agreement
Sarival Avenue Waterline

March 12, 2012

# EXHIBIT B

# LINE ITEM DESCRIPTIONS OF MAIN EXTENSION

# AND COST ESTIMATE

| 111204- EPCOR WATER SARIVAL AVENUE WATERLINE- MOUNTAIN VIEW TO NORTHERN PARKWAY | | | | | |
|---|---|---|---|---|---|
| BID ITEM | ITEM DESCRIPTION | QTY. | UNIT | UNIT COST | ITEM TOTAL |
| 1 | MOBILIZATION | 1 | LS | $25,000.00 | $25,000.00 |
| 2 | CONSTRUCTION SURVEYING | 1 | LS | $10,000.00 | $10,000.00 |
| 3 | PAVEMENT REMOVAL AND REPLACEMENT PER SARIVAL AVENUE STRUCTURAL SECTION AND MAG STD DETAIL 200-1 "T-TOP" TRENCH | 85 | SY | $60.00 | $5,100.00 |
| 4 | PAVEMENT REMOVAL AND REPLACEMENT PER MARICOPA EDGE DETAIL | 843 | SY | $50.00 | $42,150.00 |
| 5 | PAVEMENT REMOVAL AND REPLACEMENT PER MAG DET 200, TYPE A, WITH 1/2 SACK CLSM | 61 | SY | $60.00 | $3,660.00 |
| 6 | INSTALL 12" C-900 DR 18 PVC WATERLINE PIPE | 4186 | LF | $45.00 | $188,370.00 |
| 7 | INSTALL 12" DUCTILE IRON PIPE | 317 | LF | $85.00 | $26,945.00 |
| 8 | INSTALL 16" X 12" REDUCER | 1 | EA | $2,500.00 | $2,500.00 |
| 9 | INSTALL 12" GATE VALVE, BOX AND COVER WITH DEBRIS CAP | 10 | EA | $2,500.00 | $25,000.00 |
| 10 | INSTALL 1.5" WATER SERVICE | 1 | EA | $2,000.00 | $2,000.00 |
| 11 | JACK AND BORE (INCLUDES STEEL CASING, 12 DIP AND SPACERS, COMPLETE IN PLACE) | 205 | LF | $150.00 | $30,750.00 |
| 12 | INSTALL BLOW-OFF | 1 | EA | $2,000.00 | $2,000.00 |
| 13 | REMOVE EXISTING BLOW-OFF | 1 | EA | $500.00 | $500.00 |
| 14 | TRAFFIC CONTROL | 1 | LS | $20,000.00 | $20,000.00 |
| 15 | ALLOWANCE FOR CONSTRUCTION CONTINGENCY | 1 | LS | $30,000.00 | $30,000.00 |
| | | | | | **$413,975.00** |

Registered Professional Engineer (Civil)
CERTIFICATE NO.
28164
MARK J.
IVANICH
Date Signed 5-11-12
ARIZONA, U.S.A.

Exp: 9-30-2012

| | |
|---|---|
| Premise # | |
| Account # | |
| Customer # | |

| | |
|---|---|
| *DATE:* | 05/24/12 |
| *PREPARED BY:* | Roger Miles |
| *DATE OF OPERATIONAL APPROVAL:* | |

# Arizona-American Water Company
## Construction Water Used for Water Line

**Project Name:** City of Glendale Sarival Waterline Extension **Task Order #**

**Total Water Used for Water Line Construction** 389,536 gallons

**Table 1 - Determination of Water Used for Water Line Trench Compaction**

| Description of Project | Double Services | Single Services | Hydrants | Line Size (dia.) and Length (LF) 6" | 8" | 10" | 12" | 16" | 18" | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0 | | | | | | | 0 | 0 | 0 |
| | | 1 | | | 0 | | 4,503 | 0 | 0 | 4,536 |
| | | | | | | | | | *Total LF | 4,536 |
| *Total (LF) | 0 | 33 | 0 | 0 | 0 | 0 | 4,503 | 0 | 0 | 4,536 |
| Factor (gal/LF) | 19.90 | 19.90 | 19.90 | 19.90 | 19.90 | 19.90 | 27.60 | 43.24 | 55.56 | |
| **Water for Water Line Trench Compaction, gal** | 0 | 657 | 0 | 0 | 0 | 0 | 124,283 | 0 | 0 | **124,939** |

*Double services were assumed to have an average length of 33 feet with two services in common trench. The number of double services to be entered in the spreadsheet shall equal the number of single services in double service (two per trench) configuration. Fire hydrants were assumed to have an average run of 6-inch pipe of 18 feet.

**Table 2 - Determination of Water Used for Water Line Filling/Disinfection/Flushing**

| Item | Hydrants | 6" | 8" | 10" | 12" | 16" | 18" | Total |
|---|---|---|---|---|---|---|---|---|
| **Linear Feet of Water Line by Pipe Diameter | | | 0 | | 4,503 | | | 4,503 |
| Volume Factor (gal/LF) | 1.469 | 1.469 | 2.611 | 4.081 | 5.876 | 10.445 | 13.220 | |
| Water Required for Filling Water Line, gal | 0 | 0 | 0 | 0 | 26,460 | 0 | 0 | 26,460 |
| Water Required for Flushing (3 X Line Volume) | Number of Flushings= | | 3 | | | | | 238,137 |
| **Total Water Required Filling and Flushing, gal** | | | | | | | | **264,596** |

**Volume of water to fill service lines was considered negligible and omitted from calculations.

| Table 3 - Misc Unmetered Water | |
|---|---|
| **Enter Description of Misc Water (Example: 5 tankers @ 2,000 gal)** | **Total** |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Misc Unmetered Water, gal** | **0** |

| Table 4 - Water Credit for Water Line Filling/Flushing Water (Table 2) Used for Trench Compaction (Table 1) | | | |
|---|---|---|---|
| **Table 2 Water Used for Water Line Compaction?** | n | **Table 2 Water Used for Sewer Line Compaction?** | n |
| **Water Credit** | | | **(0)** |

| Table 5 - Total Water Used for Water Line Trench Compaction and Filling | | |
|---|---|---|
| **Total of Tables 1, 2, and 3 Less Table 4** | Gallons of Water Used | **389,536** |

| | | |
|---|---|---|
| Cost | 0.002728 | $1,063 |

# EXHIBIT C

## CERTIFICATE OF INSURANCE COVERAGE REQUIREMENTS

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE:

PRODUCER

VENDOR'S INSURANCE BROKER AND ADDRESS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A. ABC INSURANCE COMPANY

COMPANY LETTER B. XXX INSURANCE COMPANY

COMPANY LETTER C. YYY INSURANCE COMPANY

COMPANY LETTER D.

COMPANY LETTER E

INSURED

VENDOR/CONTRACTOR/TRADE I.A, I.B.
Address

**COVERAGES**

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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A. | GENERAL LIABILITY<br>☒ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE ☒ OCCUR.<br>☐ OWNER'S & CONTRACTOR'S PROT.<br>☒ PER PROJECT AGG.<br>☒ CGL FORM # | CGL1234 | 1/1/2012 | 1/1/2013 | GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one Fire)<br>MED. EXPENSE (Any one person) | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 300,000<br>$ 10,000 |
| A. | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS<br>☐ COMP DED $500<br>☒ NON-OWNED AUTOS | AL5678 | 1/1/2012 | 1/1/2013 | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per Person))<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE | $ 1,000,000<br>$<br>$<br>$ |
| B. | EXCESS LIABILITY<br>☒ UMBRELLA FORM<br>☐ OTHER THAN UMBRELLA FORM | XS 9876 | 1/1/2012 | 1/1/2013 | EACH OCCURRENCE<br>AGGREGATE | $9,000,000<br>$9,000,000 |
| A | WORKER'S COMPENSATION AND EMPLOYERS LIABILITY | WC 5432 | 1/1/2012 | 1/1/2013 | ☒ STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | $1,000,000<br>$1,000,000<br>$1,000,000 |
| | OTHER | | | | Personal Property:<br>$250,000<br>Deductible: | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**(Reference Project Location or Contract No.)**
**Certificate holder is included as Additional Insured, except for workers compensation, with respect to liability arising out of the named insured's operations as required by written contract. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to Additional Insured. Waiver of Subrogation shall apply to all insurance.**

CERTIFICATE HOLDER

EPCOR Water Arizona, Inc.
2355 West Pinnacle Peak Road, Suite 300
Phoenix, AZ 85027

CANCELLATION

SHOULD ANY OF THE ABOVE DE SCRIBED P OLICIES B E CANCE LLED BEFORE T HE EXPIRATION DAT E T HEREOF, T HE ISSUING C OMPANY WILL M AIL 30__ DA YS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE



ACORD CORPORATION 1990

# EXHIBIT D

# ARIZONA ADMINISTRATIVE CODE § R14-2-406.D

1. Each utility shall transmit to affected customers by the most economic means available a concise summary of any change in the utility's tariffs affecting those customers.
2. This information shall be transmitted to the affected customer within 60 days of the effective date of the change.

**Historical Note**

Adopted effective March 2, 1982 (Supp. 82-2).

**R14-2-405. Service connections and establishments**

**A.** Priority and timing of service establishments

1. After an applicant has complied with the utility's application and deposit requirements and has been accepted for service by the utility, the utility shall schedule that customer for service connection and/or establishment.
2. Service establishments shall be scheduled for completion within five working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the five working day limitation.
3. When the utility has made arrangements to meet with a customer for service establishment purposes and the utility or the customer cannot make the appointment during the prearranged time, the utility shall reschedule the service establishment to the satisfaction of both parties.
4. Each utility shall schedule service establishment appointments within a maximum range of four hours during normal working hours, unless another time-frame is mutually acceptable to the utility and the customer.
5. Service establishments shall be made only by qualified utility service personnel.
6. For the purposes of this rule, service establishments are where the customer's facilities are ready and acceptable to the utility and the utility needs only to install or read a meter or turn the service on.

**B.** Service lines

1. An applicant for service shall be responsible for the cost of installing all customer piping up to the meter.
2. An applicant for service shall pay to the utility as a refundable advance in aid of construction the sum as set forth in the utility's tariff for each size service and meter. Except where the refundable advances in aid of construction for meters and service lines have been included in refundable advances in aid of construction for line extensions and thus are refundable pursuant to main extension contracts approved by the Commission, each advance in aid of construction for a service line or meter shall be repaid by the utility by an annual credit of 1/10 of the amount received, said credit to be applied upon the water bill rendered in November of each year until fully paid, for each service and meter for which the advance was made, and said credit to commence the month of November for all such advances received during the preceding calendar year.
3. Where service is being provided for the first time, the customer shall provide and maintain a private cutoff valve within 18 inches of the meter on the customer's side of the meter, and the utility shall provide a like valve on the utility's side of such meter.
4. The Company may install its meter at the property line or, at the Company's option, on the customer's property in a location mutually agreed upon.
5. Where the meter or service line location on the customer's premises is changed at the request of the customer or due to alterations on the customer's premises, the customer shall provide and have installed at his expense all piping necessary for relocating the meter and the utility may make a charge for moving the meter and/or service line.
6. The customer's lines or piping must be installed in such a manner as to prevent cross-connection or backflow.
7. Each utility shall file a tariff for service and meter installations for Commission review and approval.

**C.** Easements and rights-of-way

1. Each customer shall grant adequate easement and right-of-way satisfactory to the utility to ensure that customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the utility to refuse service.
2. When a utility discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the utility's access to equipment, the utility shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense.

**Historical Note**

Adopted effective March 2, 1982 (Supp. 82-2). Amended subsection (B) effective September 28, 1982 (Supp. 82-5).

**R14-2-406. Main extension agreements**

**A.** Each utility entering into a main extension agreement shall comply with the provisions of this rule which specifically defines the conditions governing main extensions.

**B.** An applicant for the extension of mains may be required to pay to the Company, as a refundable advance in aid of construction, before construction is commenced, the estimated reasonable cost of all mains, including all valves and fittings.

1. In the event that additional facilities are required to provide pressure, storage or water supply, exclusively for the new service or services requested, and the cost of the additional facilities is disproportionate to anticipated revenues to be derived from future consumers using these facilities, the estimated reasonable cost of such additional facilities may be included in refundable advances in aid of construction to be paid to the Company.
2. Upon request by a potential applicant for a main extension, the utility shall prepare, without charge, a preliminary sketch and rough estimate of the cost of installation to be paid by said applicant. Any applicant for a main extension requesting the utility to prepare detailed plans, specifications, or cost estimates may be required to deposit with the utility an amount equal to the estimated cost of preparation. The utility shall, upon request, make available within 45 days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed main extension. Where the applicant accepts utility construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. If the extension is to include oversizing of facilities to be done at the utility's expense, appropriate details shall be set forth in the plans, specifications and cost estimates.
3. Where the utility requires an applicant to advance funds for a main extension, the utility shall furnish the applicant with a copy of the Commission rules on main extension agreements prior to the applicant's acceptance of the utility's extension agreement.

4. In the event the utility's actual cost of construction is less than the amount advanced by the customer, the utility shall make a refund to the applicant within 30 days after the completion of the construction or utility's receipt of invoices related to that construction.
5. The provisions of this rule apply only to those applicants who in the utility's judgment will be permanent customers of the utility. Applications for temporary service shall be governed by the Commission's rules concerning temporary service applications.

C. Minimum written agreement requirements
1. Each main extension agreement shall include the following information:
   a. Name and address of applicant(s)
   b. Proposed service address
   c. Description of requested service
   d. Description and map of the requested line extension
   e. Itemized cost estimate to include materials, labor, and other costs as necessary
   f. Payment terms
   g. A clear and concise explanation of any refunding provisions, if applicable
   h. Utility's estimated start date and completion date for construction of the main extension
2. Each applicant shall be provided with a copy of the written main extension agreement.

D. Refunds of advances made pursuant to this rule shall be made in accord with the following method: the Company shall each year pay to the party making an advance under a main extension agreement, or that party's assignees or other successors in interest where the Company has received notice and evidence of such assignment or succession, a minimum amount equal to 10% of the total gross annual revenue from water sales to each bona fide consumer whose service line is connected to main lines covered by the main extension agreement, for a period of not less than 10 years. Refunds shall be made by the Company on or before the 31st day of August of each year, covering any refunds owing from water revenues received during the preceding July 1st to June 30th period. A balance remaining at the end of the ten-year period set out shall become non-refundable, in which case the balance not refunded shall be entered as a contribution in aid of construction in the accounts of the Company, however, agreements under this general order may provide that any balance of the amount advanced thereunder remaining at the end of the 10 year period set out, shall thereafter remain payable in whole or in part and in such manner as is set forth in the agreement. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall be paid by the utility on any amounts advanced. The Company shall make no refunds from any revenue received from any lines, other than customer service lines, leading up to or taking off from the particular main extension covered by the agreement.

E. Amounts advanced in aid of construction of main extensions shall be refunded in accord with the rules of this Commission in force and effect on the date the agreement therefor was executed. All costs under main extension agreements entered into after the adoption of this rule shall be refunded as provided herein.

F. The Commission will not approve the transfer of any Certificate of Public Convenience and Necessity where the transferor has entered into a main extension agreement, unless it is demonstrated to the Commission that the transferor has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay the transferor's obligations under such agreement.

G. All agreements entered into under this rule shall be evidenced by a written statement, and signed by the Company and the parties advancing the funds for advances in aid under this rule or the duly authorized agents of each.

H. The size, design, type and quality of materials of the system, installed under this rule location in the ground and the manner of installation, shall be specified by the Company, and shall be in accord with the requirements of the Commission or other public agencies having authority therein. The Company may install main extensions of any diameter meeting the requirements of the Commission or any other public agencies having authority over the construction and operation of the water system and mains, except individual main extensions, shall comply with and conform to the following minimum specifications:
1. 150 p.s.i. working pressure rating and
2. 6" standard diameter.

However, single residential customer advances in aid of construction shall not exceed the reasonable cost of construction of the 6-inch diameter main extension.

I. All pipelines, valves, fittings, wells, tanks or other facilities installed under this rule shall be the sole property of the Company, and parties making advances in aid of construction under this rule shall have no right, title or interest in any such facilities.

J. The Company shall schedule all new requests for main extension agreements, and for service under main extension agreements, promptly and in the order received.

K. An applicant for service seeking to enter into a main extension agreement may request that the utility include on a list of contractors from whom bids will be solicited, the name(s) of any bonded contractor(s), provided that all bids shall be submitted by the bid date stipulated by the utility. If a lower bid is thus obtained or if a bid is obtained at an equal price and with a more appropriate time of performance, and if such bid contemplates conformity with the Company's requirements and specifications, the Company shall be required to meet the terms and conditions of the bid proffered, or to enter into a construction contract with the contractor proffering such bid. Performance bond in the total amount of the contract may be required by the utility from the contractor prior to construction.

L. Any discounts obtained by the utility from contracts terminated under this rule shall be accounted for by credits to the appropriate account dominated as Contributions in Aid of Construction.

M. All agreements under this rule shall be filed with and approved by the Utilities Division of the Commission. No agreement shall be approved unless accompanied by a Certificate of Approval to Construct as issued by the Arizona Department of Health Services. Where agreements for main extensions are not filed and approved by the Utilities Division, the refundable advance shall be immediately due and payable to the person making the advance.

**Historical Note**

Adopted effective March 2, 1982 (Supp. 82-2). Amended subsections (D) and (K) effective September 28, 1982 (Supp. 82-5). Amended to correct subsection numbering (Supp. 99-4).

**R14-2-407. Provision of service**

A. Utility responsibility. Each utility shall be responsible for providing potable water to the customer's point of delivery.

B. Customer responsibility
1. Each customer shall be responsible for maintaining all facilities on the customer's side of the point of delivery in

# EXHIBIT E

# MAP OF REIMBURSEMENT AREA

EXHIBIT E
MAP OF REIMBURSEMENT AREA

P:\TRANSPORTATION\City_of_Glendale\23445919_GO8_Trans_Program_FY_2010-2012\Task 2 Northern Parkway\Graphics\Figures\ExhibitE_MapOfReimbursementArea_8.5X11P.pdf RJW 03-19-2012

EXHIBIT F

[Form of]

BILL OF SALE

[Form of]

# BILL OF SALE

This **BILL OF SALE,** dated the _____ day of _____, 2012.

**WITNESSETH**

That **City of Glendale, an Arizona municipal corporation,** hereinafter called the **Seller**, for good and valuable consideration, hereby sells, conveys assigns and transfers to **EPCOR Water Arizona Inc., an Arizona corporation** (the "**Company**"), the following property (the "Property"):

The Public Water System installed for the development referred to by the Company as **Sarival Waterline Extension** located in Maricopa County, Arizona, in the Agua Fria Water District distribution system of the Company, and consisting of the following items:

| | | | |
|---|---|---|---|
| 331300 | 4,186 LF | 12-Inch C-900 CL 235 PVC Main | $[AMOUNT] |
| 331300 | 317 LF | 12-Inch Ductile Iron Pipe CL 50 | $ |
| 331300 | 12 EA | 12-Inch Gate Valve w/Valve Box | $ |
| 331100 | 1 EA | 2-Inch Blow-Off Valve | $ |
| 333000 | 1 EA | 1 1/2-Inch Copper Service w/1 1/2-Inch Meters | $ |

THE TOTAL SELLER'S COST FOR THE INSTALLATION OF THE ABOVE MENTIONED ITEMS IS **$[TOTAL AMOUNT OF ITEMS ABOVE],** NOT INCLUDING ANY CHARGES FOR THE COMPANY'S OVERHEADS.

The above-mentioned quantities of the above-listed items may vary, and this Bill of Sale will cover any plus or minus on the quantities as shown above to the actual field measurements and counts within the entire development mentioned above, and as shown on the approved AS-BUILT DRAWING on file with the Company, located at 2355 West Pinnacle Peak Road, Suite 300, Phoenix, Arizona.

**Bill of Sale/Sarival Waterline Extension**

Seller hereby warrants the Property free from defects in material and workmanship for a period of one (1) year from and after the date of acceptance by the Company of the Property. Seller warrants and hereby covenants at its sole cost and expense to defend the Company's title to the Property against all lawful claims and demands of all persons or entities that may now exist or that may have accrued as of the date of this Bill of Sale. Seller agrees to indemnify, protect, defend and hold the Company free and harmless from and against any and all liabilities, obligations, damages, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) that the Company may incur or suffer in connection with any breach by Seller of the preceding warranties and covenants.

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the Company and Seller. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date first written above and Company, through its authorized representative, hereby accepts the Sarival Waterline Extension as set forth in Section 6.4 of the Main Extension Agreement.

By: **[ENTITY'S LEGAL NAME]**

By:_____ _____
Name and Title Date

Print:_____
Name and Title

By: EPCOR Water Arizona Inc.,
an Arizona corporation

By:_____ _____
Name and Title Date

Print:_____
Name and Title

STATE OF )
) ss.
COUNTY OF )

On _____, 20___, before me, the undersigned Notary Public, personally appeared _____, ( ) personally known to me, or, ( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

By: _____ (Seal)
Notary Public Signature

# CITY COUNCIL REPORT

| | |
|---|---|
| Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |
| Title: | **LOOP 303 CORRIDOR** |
| Staff Contact: | **Jon M. Froke, AICP, Planning Director,**<br>**Craig Johnson, P.E., Executive Director, Water Services,**<br>**Dave McAlindin, Assistant Director, Economic Development** |

## Purpose and Recommended Action

This is a request for City Council to adopt a resolution authorizing the City of Glendale to enter into a Pre-Annexation Development Agreement (PADA) and an agreement for Future Wastewater and Recycled Water Services (Wastewater Agreement). The PADA is between the city and participating landowners within the Loop 303 Corridor Development Group (Owners) in order to facilitate the annexation of the Owners' properties and the development of those properties within the City of Glendale. The Wastewater Agreement between the city and a private company, Global Water Resources Inc. and its subsidiary (Global), will further efforts for the provision of wastewater services by a viable private provider within the Loop 303 Corridor.

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City of Glendale to enter into a PADA and an Agreement for Future Wastewater and Recycled Water Services.

## Background Summary

Over the last seven years, staff has been working with the Owners who represent approximately 3,000 acres of vacant land. These two agreements represent the next step in the development of these properties. Staff is bringing forward to Council two items; a PADA, and the Agreement for Future Wastewater and Recycled Water Services to allow Global to provide sewer and reclaimed water on behalf of the city in the Loop 303 Corridor area.

The PADA is between the City of Glendale and participating landowners in the Loop 303 Corridor and provides assurances to both concerning the future annexation and provision of services for the landowner's property. Each property owner of this partnership will have to work directly with the city on the annexation and planning and zoning issues for their property.

The Global Agreement between Global and the City of Glendale would allow sewer service in the area to be provided by Global with water service continuing to be provided by EPCOR and Adaman Mutual Water Company, both of whom currently provide water service to the area. Presently, the areas west of Luke Air Force Base in the city strip annexation area have no sewer service even

though it is designated as a city service area in the Maricopa Association of Governments (MAG) Water Quality Management Plan (MAG 208 Plan).

This effort will allow properties that develop in Glendale's Loop 303 Corridor area to be provided sewer service by Global through the attached agreement. Global has drafted this agreement for the provision of sewer service to the area west and north of Luke Air Force Base in the Loop 303 Corridor.

Global will work with city staff to develop the needed infrastructure plans, the right to serve the area from the Arizona Corporation Commission, the needed changes in the MAG 208 plan and other technical issues. The provision of sewer service in this area would be subject to Glendale approval of various conditions including annexation into the city.

## Previous Related Council Action

On October 2, 2012, staff made a formal presentation to the City Council concerning the Loop 303 Corridor. Council direction provided at the October 2, 2012 Workshop was to bring the PADA, and the proposed MAG 208 sewer amendment to allow Global to provide sewer and reclaimed water on behalf of the city forward for consideration at a future voting meeting.

Previously, this item was discussed at the August 21, 2012 Council Workshop to advise Council of recent work completed by staff to effectively prepare this area for future potential annexation and to reaffirm prior Council direction.

Council also approved a Memorandum of Understanding (MOU) on March 9, 2010 that would permit Global, a private sewer company, to provide sewer services to the Loop 303 Corridor area. At the June 3, 2008 Workshop, Council provided direction that the provision of water and sewer services in the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact to existing Glendale water and sewer customers east of 115th Avenue.

The Loop 303 Corridor and annexation of vacant land has been discussed by Council since 2005. Additional Workshops on this item were held in 2005, 2008, 2009 and 2010. On July 15, 2005, Council adopted the current Annexation Policy, which states that viable private companies may provide water and sewer service for any annexed areas located beyond the city's existing water and sewer areas.

Council completed the "strip annexation" in 1978. This established the Municipal Planning Area (MPA) for Glendale. This geographic area is located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road. Since 1978, Glendale has completed four significant

annexations within the MPA: Luke Air Force Base in 1995, Glendale Promenade in 2005, Woolf Crossing in 2006 and Falcon Dunes Golf Course and the Dysart Drain in 2010.

## Community Benefit/Public Involvement

The provision of sewer service in the Glendale MPA will allow farmland to transition into the allowed uses in the general plan which has been carefully planned with Luke Air Force Base officials and consideration of the State of Arizona legislative restrictions for development near Military Installations. The area has considerable economic potential for the City of Glendale and the region as a whole.

The Global Agreement will allow a process to develop that will create the sewer capacity needed for the development at no cost to existing water and sewer customers. Only Loop 303 Corridor Development Group owners who participate in the sewer solutions would be allowed to obtain service in the first phase.

Annexation of the Loop 303 area allows Glendale to control the land uses and development pattern 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 long term in this area as Loop 303, and the Northern Parkway are developed.

## Attachments

Staff Report

Map

Resolution

Agreement

Agreement

# STAFF REPORT

| | |
|---|---|
| To: | **Horatio Skeete, Acting City Manager** |
| From: | **Jon M. Froke, AICP, Planning Director,**<br>**Craig Johnson, P.E., Executive Director, Water Services,**<br>**Dave McAlindin, Assistant Director, Economic Development** |
| Item Title: | **LOOP 303 CORRIDOR** |
| Requested Council Meeting Date: | **10/23/2012** |
| Meeting Type: | **Voting** |

## PURPOSE

The purpose of this report is to request the City Manager forward for City Council's approval the Pre-Annexation Development Agreement (PADA) as well as the Wastewater Agreement with Global Water Resources which will establish a Certificate of Convenience and Necessity (CC&N) with the Arizona Corporation Commission and will initiate a MAG 208 Plan Amendment. With the support of the city, Global Water Resources will become the sewer service provider to the Loop 303 Corridor area. Global expects to complete the CC&N process and MAG 208 Amendment within one year following approval of the agreement. This decision will effectively allow for water and sewer services to be provided by a private entity whereby allowing for this area to be developed.

## BACKGROUND

The Loop 303 Corridor represents the final major area of development in Glendale's Municipal Planning Area (MPA). The opportunity to create a significant new section of the community that will include a major employment corridor as well as retail/commercial and residential development requires careful analysis of options and a sound plan to ensure successful execution. The proposed PADA represents an opportunity for the Council 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. The careful development of the Loop 303 Corridor also presents the Council with an area that will likely be a major future revenue generator for Glendale.

Council completed the "strip annexation" in 1978. This established the MPA for Glendale. This geographic area is located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road. Since 1978 Glendale has completed four significant annexations within the MPA: Luke Air Force Base in 1995, Glendale Promenade in 2005, Woolf Crossing in 2006 and Falcon Dunes Golf Course and the Dysart Drain in 2010.

Annexation of vacant land in and around the Loop 303 has been discussed by Council since 2005. Workshops were held in 2005, 2008, 2009 and 2010. This item was reintroduced at the August 21, 2012 Council Workshop with a formal presentation at the October 2, 2012 Council Workshop to inform the Council of recent work completed by staff to study the request by The Loop 303 Corridor Development Group represented by Commerce Realty Associates (CRA) for future annexation.

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:

- Residents 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

City staff has been working closely with The Loop 303 Corridor Development Group represented by CRA regarding the potential annexation of approximately 3,000 acres of vacant land in the MPA. The following departments have been involved in the review of this area: Community and Economic Development, Police, Fire, City Attorney's Office, Public Works, Engineering, Transportation, Environmental Resources and Water Services.

Per Council direction, Glendale will not provide water and sewer services west of 115th Avenue. Land located west of 115th Avenue and east of Perryville Road currently obtains its water and sewer services from private water/sewer companies and private septic systems.

On July 15, 2005 Council adopted the current Annexation Policy, which states that viable private companies may provide water and sewer service for any annexed areas located beyond the city's existing water and sewer service areas. At Council Workshop on June 3, 2008 there was a 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 to existing Glendale water and sewer customers east of 115th Avenue. This position was reaffirmed at Council Workshops on August 21, 2012 and October 2, 2012. In line with Council's past directives the Council also approved a Memorandum of Understanding (MOU) on March 9, 2010 that allows Global Water Resources, a private sewer provider, to provide sewer services to the Loop 303 Corridor area. Also in this same geographic area two important transportation corridors are presently under construction. The Loop 303 and Northern Parkway will provide significant infrastructure and transportation options to this rapidly growing area in the West Valley.

## ANALYSIS

The following topics have been identified as key components for the PADA and Wastewater Agreement for the Loop 303 Corridor request. As individual properties are brought forward for annexation, staff will make recommendations for Council's consideration:

**Water and Wastewater:** Water services are presently provided by two existing private water companies to the Loop 303 Corridor to allow for development: EPCOR and Adaman Mutual Water Company. There is a 2.5 square mile area nearest Olive Avenue and Reems Road that is currently not within the certificated area of a private water provider. The landowner group is working with EPCOR to expand their service territory to provide water service to this area. These two companies are well established and have been providing water services for a number of years.

The land ownership group 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.

Wastewater (sewer) will be provided by Global Water Resources per the MOU that Council approved on March 9, 2010. The PADA and the associated agreement with Global Water Resources have been drafted to allow Global Water Resources to provide sewer service. With Council's approval of the Wastewater Agreement, Global Water Resources will establish a Certificate of Convenience and Necessity (CC&N) with the Arizona Corporation Commission and will initiate a MAG 208 Plan Amendment, with the support of the city, to become the sewer service provider to the Loop 303 Corridor area. Global expects to complete the CC&N process and MAG 208 Amendment within one year following approval of the agreement. Once these processes are complete, Global will commence preliminary design of the sewer infrastructure with the intent of having it shovel ready in 30 to 36 months. Concurrently, Global will also present the city with a Franchise Agreement to provide Utility Services in the area. If deemed beneficial to the city, the Council will be asked to pass a resolution to submit the Franchise for consideration at the next regular election.

Staff has reviewed the Agreement for Wastewater and Reclaimed Water services and has worked with Global Water Resources to address all issues related to providing service to participating property owners. Staff believes the three private providers are viable and will provide long term service to the area.

The provision of providing water and sewer services in this 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; and revenue will be realized from the franchise fee.

Since private providers will be serving areas in the city there may be some risk that the city will be asked to assist in resolving water and wastewater utility issues that arise between the landowners and the private providers.

**Flood Control Management:** At the time of development property owners will need to accommodate flood control measures on their individual properties. The Maricopa County Flood Control District is completing a large retention basin located north of Olive Avenue on the west side of Reems Road to assist with regional floodplain management. As staff evaluates this area a future request to set fees associated with flood control management will be brought forward to Council for their consideration.

**Streets / Transportation:** Future annexation requests will go to the section line of arterial and collector streets or to the Glendale City Limits Line. Future street standards will be contemplated for this area depending on traffic demand and other factors. Transportation and Public Works will work with Maricopa County to draft an Intergovernmental Agreement (IGA) relative to street maintenance.

**Sanitation Services:** Glendale will provide sanitation services through stand alone accounts as is done in other parts of the city for any residential services. For commercial service the city will compete with private refuse haulers as we do currently.

**Land Uses:** Glendale 2025, the City's General Plan, identifies future land uses for this area that are compatible with Luke Air Force Base and captures appropriate land uses adjacent to the Loop 303. City Staff developed a list of undesirable land uses that have been included in the draft PADA. Much of the land in this area is located within the 65ldn noise contours for Luke with the goal of continuing to protect Air Force operations.

**Public Safety:** Police and Fire have studied service provision options for this area as described below.

**Police Service Options.** Police officer and support staffing levels are driven by Calls for Service (CFS). Based on data from the Maricopa County Sheriff's Office (MCSO), which currently has jurisdiction of the area, an estimated 648 Calls for Service will be handled in 2012. At full build out, CFS levels are projected to reach 19,012 in this area.

Three possible options to provide services to the Loop 303 Annexation areas have been explored: the Glendale Police Department, MCSO contract and a service-based contract with a Police Department.

**Glendale Police Option 1:** Calls for the Glendale Police Department providing traditional police service consistent with other areas of the city. Service and support will be provided through increased officer and support staff. A Glendale police officer handles on average 965 calls for service (CFS) per year, therefore 19.7 patrol officers and 7 support (civilian and non-patrol sworn) positions would be required to provide police service for the area.

Actual staffing demand will depend upon the growth rate of the area as well as the pace of annexation. Providing police services with city resources allows more flexibility to increase staffing incrementally based on true CFS demand. Where feasible, certain economies may be obtained through the absorption of some service delivery through existing staff. Conversely, staff

reductions when service demands decline are more difficult. The estimated staffing cost at full build out is $3.7 million annually.

**Capital facilities: Westside Substation.** The Glendale Police and Fire Facilities Master Plan (2006) called for the construction of a "Westside" substation facility west of Luke AFB in the 2020 time frame to accommodate growth and service demand in the area. The Gateway Substation, located on 83rd Avenue, north of Bethany Home Road, is virtually at capacity allowing very limited ability to accommodate additional staff providing service to the Loop 303 annexation area. The substation requirements called for a 19,500 gross square foot facility and would support 113 additional staff and services at a cost of approximately $13 million. The intervening economic situation makes the estimate currently valid. Excess capacity would be used to alleviate overcrowding at the existing Gateway Substation. The construction schedule would be dependent upon the rate of development and growth in the study area.

**Advantage** – Service delivery through the Glendale Police Department would allow for consistency in the application of Mission, Philosophy and management control. Staffing levels can be adjusted or reassigned in the short term to better meet service demands. Savings may also be achieved through sharing of existing staffing and equipment resources.

**Disadvantage** – This option represents a higher cost for the high quality service. A significant financial commitment for Capital development is required to provide the substation facilities to support operations.

**MSCO Contract**

**Option 2:** Involves the establishment of a contract with MCSO to provide the necessary police service. MCSO already provides similar contract services to a number of communities in the County, including Litchfield Park in the West Valley.

Staffing via MCSO contract allows considerable flexibility to determine staffing requirements including partial full time equivalence (FTE), accruing potential savings. The contract period is usually three years with annual reassessment of staffing requirement and rates. Based on the review of existing contract terms and conditions, the cost of such MCSO contract is estimated at $2.8 million at full build out, about 74% of Glendale Police Department (GPD) option. It is estimated that this ratio would be consistent throughout the development period.

Contracted Police Service through MCSO would eliminate the need for the near-term development of capital facilities. Construction costs could be deferred until contract services are no longer needed or desired. Higher costs might be incurred if development does not coincide with the development of joint police/fire facilities.

**Advantage** – Capital development costs may be deferred as a new substation would not be necessary in the short term. Operational costs would be reduced by approximately 25%. Under contract terms and conditions with MCSO staffing levels can be set with increased specificity to match anticipated service demands.

**Disadvantage** – Staffing level adjustments are limited to annual review of the contract conditions. Control of Mission, Philosophy, management and service quality would be reduced.

**Alternate Service Provider Contract**
**Option 3:** Involves the establishment of a third-party contract for the provision of police services by Glendale Police or another agency at a less than full service level.
Patrol, investigative and other services would be contracted from the police service provider. Specific hours of service would be determined based upon the services provided; the hourly rate would be negotiated with the provider and adjusted annually. It is anticipated that the hourly rate would be similar to the cost for Glendale Police services which is approximately $123.00 per hour. The contract could be tailored to specific service expectations and therefore could be adjusted based upon mutual agreement of the city and population of the annexed area.

As with an MCSO contract, no capital facilities would be required until contract services are terminated.

**Advantage** – Capital development costs may be deferred as a new substation would not be necessary in the short term. Significant cost savings may be obtained using this service-based costing, and service levels will be directly related to service demands.

**Disadvantage** – Some service requests will be avoided or deferred due to direct cost resulting in lower quality environment and higher crime rates. Control of Mission, Philosophy, management and service quality would be reduced.

**Glendale Fire**
**Fire Department:** The Loop 303 Corridor was researched and it was found that Fire Department response produced a total of 661 incidents for the 2011 calendar year. In analyzing a similar area of Glendale we estimate an additional 341 incidents to 999 incidents per year, with build-out of the estimated population at 2,900. The estimated number of incidents is extremely dependent upon the types of businesses that are developed in the area and may be affected by vehicle travel along Northern Parkway as well as the Loop 303.

The standard that we have historically used to assess the need for a fire station, procurement of a fire truck, and the hiring of personnel is 1,000 calls per year. This model would suggest that the annexation area will require that level of service at build-out. The current estimates for this level of service are: a fire station at $23,025,000 one-time and $1,543,000 on-going, an engine company at $725,000 one-time and $35,000 on-going, and firefighters at $3,844,621 one-time and $2,231,000 on-going. The total one-time cost will be $27,594,622 and the on-going will be $3,809,000 per year.

While this practice has been utilized previously to determine the need for fire department resources in more densely populated areas of the city, we realize that the current economic conditions, proposed businesses, and projected population density in the annexation area do not support the previous model. We would like to offer the Council four options for fire, rescue, and emergency medical services for the Loop 303 Corridor. The following options provide alternative levels of response and financial commitment.

**Fire Service Option One**
Create a county island fire district (CIFD) that will generate revenue to offset the cost of providing service to the annexation area. The CIFD is allowable per Arizona Revised Statutes (ARS) §48-851, §48- 852, §48- 853, §48-854 and §11-251.12. The CIFD will fund staffing, equipment, and a facility that will provide service to not only the CIFD but to the annexation area as well.

As annexation continues to grow the district will shrink and the annexed properties will transfer from the district's tax role to the city. Some properties in the western area may never annex into Glendale (e.g. Clearwater Farms). The district will secure revenue from those properties whereas, if we didn't have the district, we may be required to provide the service due to mutual aid without any revenue. A current example would include Pendergast Estates which is located about one mile from our current fire station at 83rd Avenue and Maryland Avenue in a county island. Rural Metro routinely requests mutual aid for our fire department because they cover those properties from their Litchfield Park Station located at Indian School and Litchfield Roads. We currently provide the service and receive no revenue for it and this is true for other county islands throughout the city today.

**Advantage –** The CIFD would provide revenue that will cover the cost of a joint-staffed engine company with Rural Metro to provide the current level of emergency service to all areas of the annexation area that will require service.

**Disadvantage –** The CIFD will require the creation of a district which is expected to take a minimum of one year due to ARS requirements regarding petition signatures. The petitions must be signed by more than one-half of the property owners in the area of the proposed district and be signed by persons owning collectively more than one-half of the assessed valuation of the property in the area of the proposed district for the district to be formed. In the case of the proposed Glendale CIFD there are 6,831 real property parcels within the unincorporated area that would make up the district. A total of 3,417 (50% plus one) of the total property owners would be the minimum number of parcel owners required to sign petitions to enable the CIFD to be formed. In addition, the collective owners of $67,039,835.50 (50% plus one) of the assessed valuation within the boundaries of the proposed district would also need to sign petitions to enable the district to be formed.

Revenue will be available six months to one year after creation of the district, so the expected delivery of revenue will be approximately eighteen months to two years after initiation of the district process.

**Fire Service Option Two**
Provide a scalable level of service using tax funding with build-out featuring a current level of service delivery as found in other areas of the city. The estimated cost to begin service with a two person brush truck, and rental of a home in the annexation area is approximately $2,030,781 for the first year and will escalate dependent upon the timeline for build-out to full service.

**Advantage –** This option would provide a progressive level of emergency service to the annexation area similar to service provided during previous expansion in the late 1980s with Arrowhead Ranch and Fire Station 155 which opened in 1988.

**Disadvantage –** The initial cost of $2,030,781 will require additional general fund allocation for the fire department budget. Additional expansion will require estimated one-time costs of $23,025,001 for a fire station, $725,000 for an engine company, and an additional nine firefighters at $1,922,311. On-going costs include a fire station at $1,543,001, engine company at $35,000, and firefighters at $1,115,501.

**Fire Service Option Three**
Contract with Rural Metro for fire service. The estimated cost of this option is currently being calculated.

**Advantage –** The contract would provide the current level of emergency service experienced in the unincorporated areas of the county.

**Disadvantage –** This would be a direct expense to the city without any added benefit (e.g. automatic aid response). The City Attorney's Office should determine the liability with this concept as all other citizens potentially receive a higher level of service. Additionally, economic development may be potentially hindered as the Insurance Services Office (ISO) rating will not be similar to the current ISO 2 Rating in all other areas of the city.

**Fire Service Option Four**
Utilize all of the options previously mentioned in a multiphase approach.

1. Phase I would occur in FY12-13 and include a contract with Rural Metro for the first eighteen months. This would allow for creation of the CIFD.

2. Phase II would occur in FY14-15 and include the co-staffed unit with Rural Metro after revenue from the CIFD has been received to cover the Glendale Fire Department personnel costs.

3. Phase III would begin in FY17-18 with the construction of Fire Station 1501 on Olive Avenue between Reems and Sarival.

4. Phase IV would begin in FY19-20 with the hiring of nine additional Glendale Fire Department personnel to staff an engine company at Fire Station 1501. Rural Metro would begin an exit strategy from their fire station located at Olive Avenue and the Loop 303.

5. Phase V would follow development in the annexation area and if required would include the addition of Fire Station 1502 on Glendale near Cotton Lane, additional apparatus, and personnel.

**Advantage –** This option would continue to provide a level of emergency service to the annexation area that is currently expected and strategically enhance service with development until the annexation area is provided the same level of service all other areas in the city are delivered. The CIFD will also provide a funding source to offset service costs until the city can assume all fiscal responsibility.

**Disadvantage –** The total costs for service may be higher than contracting directly with Rural Metro, however the level of service (e.g. response times) will eventually meet service delivery levels in the other areas of the city which will create parity among tax payers and also provide businesses in the annexation area with an ISO rating similar to the current ISO 2 rating in the city.

**City Court:** The Presiding Judge is requesting assurances that the city will have jurisdiction over criminal and traffic enforcement actions if the contract law enforcement option is selected. Court fees should be paid to Glendale City Court, not to other court systems should the Council agree to the PADA and associated agreements.

**Revenue Impact Analysis:** Glendale retained an outside, independent consultant to conduct an economic impact analysis of the Loop 303 Corridor. Staff asked the outside consultant, Sarah Murley, partner in Applied Economics, to examine three areas; Woolf Crossing, the balance of the area to be annexed along the Loop 303 and the remainder of the area not being annexed. We asked the consultant to provide us with revenue expectations once the areas were built out. There are a number of assumptions included in the analysis, including the land uses expected to occur along the Loop 303, based on the General Plan and the Luke Compatible Land Uses (LCLU) as identified on the Land Use Map. The time horizon for build out is expected to be between 20 to 30 years. Based upon these assumptions and input and data from a variety of city departments including police, fire, water services, transportation, courts, environmental resources, planning, legal, engineering, public works, and marketing and communications, the following is the estimated net fiscal impact of each of the three areas to the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds:

- Woolf Crossing – Anticipated mix of residential, retail and industrial uses (previously annexed) – ($340,000) annually.
- Balance of the area in Phase 1 along the Loop 303 Corridor – Anticipated mix of commercial/retail and office - $20.7 million annually.
- Remainder of property not being annexed – Anticipated uses are mostly Luke compatible uses and generally heavy industrial - $2.0 million annually.

The residential development at Woolf Crossing is the cause of the negative effect on the net fiscal impact to the city. In the remaining area being annexed there is more than sufficient revenue generated to offset costs, mostly through sales tax.

In summary, the estimated revenue generated from the development of the Loop 303 Corridor will more than sufficiently cover the costs of the annexation and annual on-going expenses given that projected development includes predominately nonresidential land uses and includes a sizable amount of retail/commercial space. Police, fire and street maintenance will be the three largest costs at build-out.

Staff has spent considerable time identifying the various components and is mindful of prior Council direction. Staff has identified all of the services that will be required, reviewed the options for those services and is making recommendations that both minimize the city's risk and cost to the city if the Council chooses to move forward with the pre-annexation and associated MAG 208 Amendment. Prior to the development of this area, staff will request council direction on preferences for both Police and Fire options. Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale while simultaneously protecting Luke Air Force Base operations.

Annexation of the Loop 303 area allows Glendale to control the land uses and development pattern 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 long term in this area as Loop 303, and the Northern Parkway are developed and as rail served properties are created. Over time, the anticipated revenues derived from the new developments will offset the expected costs of the providing services to this area as described in the Economic Impact Analysis.

Following Council direction at the October 2, 2012 Workshop staff is bringing forward the Pre-Annexation Development Agreement (PADA) and the proposed MAG 208 sewer amendment to allow Global Water to provide sewer and reclaimed water on behalf of the city for consideration at the October 23, 2012 Evening Meeting. Considering this item on October 23, 2012 will allow all phases of the development of the Loop 303 Corridor to continue to move forward as desired by the applicant without additional delay.

RESOLUTION NO. 4624 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THE FOLLOWING TWO AGREEMENTS TO FACILITATE THE ANNEXATION AND DEVELOPMENT OF PROPERTIES WITHIN THE LOOP 303 CORRIDOR: (1) PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP AND (2) AGREEMENT FOR FUTURE WASTEWATER AND RECYCLED WATER SERVICES; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

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 following documents be entered into, which documents are now on file in the office of the City Clerk of the City of Glendale:

(1) Pre-Annexation Development Agreement for Loop 303 Phase 1 Utility Group between the City of Glendale and Henry C. Conklin and Patricia A. Conklin; Reems Ranch, LLC; Northern Parkway Investors, LLC; Hua Mei Land, LLC; Cotton Barney, LLC; Cotton Bethany, LLC; 303 Cotton, LLC; White Tanks Storage, Inc.; Maricopa County Municipal Water Conservation District No. 1; 303 Capital Holdings LP; Woolf Family Enterprises Limited Partnership; Huron, L.L.C.; Home Place Development, LLC; Bickman Farms; Frye Family LLLP; Saribeth, LLC; Peter Peter Cottontail, LLC; Four Leaf Operations, L.L.C.; Bank of the West Inc.; and LaPour 303, LLC.

(2) Agreement for Future Wastewater and Recycled Water Services between Global Water Resources, Inc., Global Water-303 Utilities Company, Inc. and the City of Glendale.

SECTION 2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver said Agreements along with any and all necessary documents on behalf of the City of Glendale.

SECTION 3. That the City Clerk is hereby directed to forward the Pre-Annexation Development Agreement for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

da_Loop303

After recording, return to:
City Clerk
City of Glendale
5850 W. Glendale Ave., Suite 464
Glendale, AZ 85301

With a copy to:
Jeffrey Blilie
Beus Gilbert PLLC
4800 N. Scottsdale Road, Suite 6000
Scottsdale, AZ 85251

# PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP ("**Agreement**") is entered into as of the _____day of _____ _____, 2012 by and between the **CITY OF GLENDALE**, an Arizona municipal corporation (the "**City**"), and **HENRY C. CONKLIN AND PATRICIA A. CONKLIN**, as husband and wife, **REEMS RANCH, LLC**, an Arizona limited liability company, **NORTHERN PARKWAY INVESTORS, LLC**, an Arizona limited liability company, **HUA MEI LAND, LLC**, an Arizona limited liability company, **COTTON BARNEY, LLC**, a Nevada limited liability company, **COTTON BETHANY, LLC**, a Nevada limited liability company, **303 COTTON, LLC**, a Nevada limited liability company, **WHITE TANKS STORAGE, INC.**, an Arizona corporation, **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NO. 1**, a political subdivision of the State of Arizona, **303 CAPITAL HOLDINGS LP**, an Arizona limited partnership, **WOOLF FAMILY ENTERPRISES LIMITED PARTNERSHIP**, an Arizona limited partnership, **HURON, L.L.C.**, an Arizona limited liability company, **HOME PLACE DEVELOPMENT, LLC**, an Arizona limited liability company, **BICKMAN FARMS**, an Arizona general partnership, **FRYE FAMILY LLLP**, an Arizona limited liability limited partnership, **SARIBETH, LLC**, a Nevada limited liability company, **PETER PETER COTTONTAIL, LLC**, a Nevada limited liability company, **FOUR LEAF OPERATIONS, L.L.C.**, a Delaware limited liability company, **BANK OF THE WEST** Inc., a California banking corporation and **LAPOUR 303, LLC**, an Arizona limited liability company (individually "**Owner**," and collectively "**Owners**"). City and Owners shall collectively be referred to herein as the "**Parties**," and individually as the "**Party**."

## RECITALS:

A. This Agreement pertains to the property legally described in Exhibit A (collectively the "**Owners' Properties**," individually an "**Owner's Property**").

B. Owners' Properties are currently located in unincorporated Maricopa County and within the City's municipal planning area.

C. Owners, the City and Global Water Resources, Inc., ("**Global**") have been in discussions over the past several years to develop a wastewater and recycled water solution for the far western region of the City's planning area, an area generally bounded by Peoria Avenue to the north, Cotton Lane to the west, Camelback Road to the south and 143rd Avenue to the east (the "**Region**"), as set forth in Exhibit B to this Agreement.

D. The City and Global entered into a memorandum of understanding on March 9, 2010, which addressed the City's support of Global's utility as the wastewater and recycled water provider for the Region, including the City's support of the requisite MAG 208 amendment.

E. Owners have entered into the Wastewater Facilities Main Extension Agreement with Global Water 303 - Utilities Company, Inc. (a subsidiary of Global referred to herein as "**Global Water**") regarding Global Water's commitment to provide wastewater and recycled water service to the Owners' Properties, and within such agreement Global Water has made the following commitments, (i) to comply with the requirements of the Arizona Department of Environmental Quality (ADEQ) and Maricopa County Environmental Services Department, Title 18 of the Arizona Administrative Code (AAC), and all governing standards issued by an authority having jurisdiction, and (ii) that it will not expand its CC&N or provide a "will serve" letter to any property owner or person developing property not within the Owners' Properties, unless and until such property has been annexed into the City or is subject to a recorded pre-annexation development agreement with the City.

F. Global, Global Water, and the City intend concurrently herewith to enter into the Agreement for Future Wastewater and Recycled Water Services (the "**Global Agreement**"), in a form substantially similar to the agreement attached hereto as Exhibit C, in which, among other things, the Parties provide for (i) phasing of MAG 208 amendments; (ii) limitations on Global's expansion of its CC&N or provision of "will serve" letters to properties in the Region; and (iii) terms and conditions for a franchise election.

G. The Parties are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to facilitate the annexation of the Owners' Properties and the proper municipal zoning designations and development of the Owners' Properties by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Owners' Properties by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public/private infrastructure improvements; and (ii) other matters related to the annexation and development of Owners' Properties.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Annexation**. The Parties acknowledge and agree that the intent of the Parties is that the Owners' Properties shall be annexed into and developed within the City consistent with City development standards. The Parties acknowledge and agree that annexation of the Owners'

Properties may take place in phases over time and is conditioned upon assurance and availability of water, wastewater and recycled water service from a source(s) other than the City. The Parties understand that annexation is a legislative process and nothing in this Agreement shall be construed as requiring the City's Council to approve an annexation petition. The Parties also understand that the City's expectation at the time an Owner's Property is annexed is that the annexation area shall include all adjacent arterial right-of-way to the section line or the existing Glendale city limits line.

2. **Maricopa County Zoning**. To the extent available in City zoning and entitlements, including the use of the closest comparable City zoning and entitlements, the City shall recognize Maricopa County zoning, special use permits, military compatibility permits, plans of development, and all other Maricopa County entitlements for Owners' Properties as are set forth in Exhibit D to this Agreement. To the extent such zoning and entitlements or the closest comparable City zoning and entitlements are available in the then-existing City zoning code, the City shall provide for such zoning and entitlements when applying City zoning to the Owners' Properties following annexation of the Owners' Properties, or portions thereof, into the City.

2.1 New Re-zoning Applications. Owners agree that following the date this Agreement is executed by the City no new re-zoning or other land use entitlement case shall be initiated in Maricopa County for any of the Owners' Properties. Notwithstanding the foregoing, in the event the City's Council denies a request to annex an Owner's Property, then such Owner shall be allowed to move forward in Maricopa County with any re-zoning or other entitlement application for such Owner's Property.

2.2 City Entitlements. Upon execution of this Agreement by the Parties, the City agrees to accept and process any re-zoning application by an Owner for such Owner's Property and to submit such re-zoning application to the City Council for its consideration concurrent with the submission to the City Council of the ordinance annexing such Owner's property (unless such Owner's property has already been annexed into the City).

2.3 Prohibited Land Uses. Notwithstanding the foregoing, the following land uses shall be prohibited and not permitted within the Region.

1) Adult uses
2) Casino
3) Inert landfill
4) Landfill
5) Prison and/or correctional facility
6) Rendering plant
7) Solid waste transfer station
8) Slaughterhouse

3. **MAG 208 Amendment**. The City shall support and sponsor an initial amendment to the MAG 208 plan in accordance with the terms and provisions of the Global Agreement, for purposes of recognizing the wastewater treatment plant to be constructed by

Global to serve the Region, which is depicted in Exhibit B. All costs associated with processing the MAG 208 amendment shall be borne by Owners, and Owners shall handle all of the administrative amendment processes required by MAG. The City shall cooperate as needed in processing the amendment in accordance with the terms and provisions of the Global Agreement.

4. **Water**. The Parties acknowledge and agree that the City will not provide water service to the Owners' Properties and that the Owners are required to obtain water service from a private company(ies) for the Owners' Properties. The City shall not assess or collect any water development impact fees, hook up fees, line extension fees or other fees related to water infrastructure, water resources or water service that is provided by a private company(ies). . Notwithstanding the previous sentence, the City reserves the right to assess and collect such fees to the extent the City provides any such infrastructure or services. Owners shall be required to demonstrate and obtain an assured water supply from the Arizona Department of Water Resources prior to processing a preliminary plat or site plan in the City (provided the use requires an assured water supply demonstration), and in no event shall the City's assured water supply be used by any Owner

5. **Wastewater and Recycled Water**.

5.1 The Parties acknowledge and agree that the City will not provide wastewater and recycled water services to the Owners' Properties and that Owners are required to obtain wastewater and recycled water services from a private company(ies) for Owners' Properties. The City shall not assess or collect any development impact fees for wastewater and recycled water services that are provided by a private company(ies). Notwithstanding the previous sentence, the City reserves the right to assess and collect such fees to the extent the City provides any such infrastructure or services.

5.2 Vault and Haul. The City shall allow an individual Owner's Property to vault and haul the wastewater generated by an individual project as an interim wastewater solution for such project subject to the following conditions: vault and haul shall only be allowed (i) once construction of the wastewater treatment plant serving such Owner's Property is under construction (physical construction underway); (ii) only during the construction period for the wastewater treatment plant; and (iii) only in compliance with all permits and other requirements of all the governmental entities regulating vault and haul activities. Details regarding vault and haul shall be developed during the site planning process of the individual project on an Owner's Property.

6. **Streets.** Each Owner shall be responsible for constructing its roadway improvements in accordance with City standards in effect at the time of construction, including but not limited to, design, site preparation, paving, curb and gutter, sidewalk, landscaping, drainage improvements, and traffic control devices. Each Owner shall also be responsible for maintaining any of its newly constructed roadway improvements until such time as the City has determined that the construction has been properly completed and the roadway improvements have been accepted by the City. The City shall be responsible for the maintenance of the existing roads within the Region following annexation of such roads by the City and of all roadway improvements following acceptance of such by the City. No Owner shall be obligated to make

improvements to existing roadways as a condition of annexation.

7. **Fire and Police**. Following annexation of the Owners' Properties, or any portion thereof, into the City, the City, or its contractor, shall be the fire, police and emergency medical services provider to the annexed Property. Owners agree to dedicate to the City two (2) fire/police station at such locations to be determined by the City after consultation with Owners. The fire/police station sites shall be a minimum of five (5) net acres in size, shall be located outside the 65 ldn noise contour lines and shall be located along either a planned arterial or collector street with one site north of Orangewood Avenue and one site south of Orangewood Avenue. Owners agree to dedicate the fire/police station sites to the City when requested, without charge to the City and without any credits or reimbursements against the City's fire or police development fees. One of the fire/police station sites shall be dedicated to the City prior to the City issuing any certificates of occupancy within the Owners' Properties. The dedication of the fire/police station sites shall satisfy all of Owners' obligations relative to the delivery of fire, police and emergency medical services, and the City shall not condition further approvals of the Owners' Properties on further obligations to dedicate additional sites or pay additional monies to the City for such services, other than the payment of adopted development fees applicable to such services.

8. **Municipal Services**. Following annexation of the Owners' Properties, or portion thereof, into the City, the City shall provide all municipal services, other than water, wastewater and recycled water, to such property in a manner consistent with those municipal services then-provided to property located within the municipal limits of the City. Notwithstanding the preceding sentence, the City shall not be responsible for maintenance of any newly constructed roadway improvements provided by the Owners until the date such roadway improvements have been accepted by the City. The Parties acknowledge that this Agreement and the Global Agreement is intended to constitute a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve the anticipated new development within ten years after the date the annexation becomes final in compliance with ARS §9-471(O). At the time each Owner annexes its property into the City, such Owner shall be responsible confirming the viability of this Agreement and the Global Agreement as satisfying the requirements of ARS §9-471(O).

9. **General Provisions**.

9.1 Term. This Agreement shall become effective on the date it is recorded with the Maricopa County Recorder after execution by all Parties and shall automatically terminate on the twentieth (20th) anniversary of such date.

9.2 Owners' Representative. Owners agree to designate and appoint a representative to act as a liaison between Owners and the City. The initial representative shall be Michael Martindale (**"Owners' Representative"**). Owners' Representative may be replaced by a sixty percent (60%) majority in interest of all of Owners (based on their pro-rata shares of participation in the wastewater and recycled water system improvements).

9.3 Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, faxed, sent by overnight carrier or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

| | |
|---|---|
| City: | City Manager's Office<br>City of Glendale<br>5850 W. Glendale Ave., Suite 431<br>Glendale, AZ 85301<br>Attn: Horatio Skeete<br>Phone: 623-930-2870<br>Facsimile: 623-847-1399<br>Email: hskeete@glendaleaz.com |
| With a copy to: | City Attorney<br>City of Glendale<br>5850 West Glendale Avenue, Suite 450<br>Glendale, AZ 85301<br>Attn: Craig Tindall<br>Phone: 623-930-2930<br>Facsimile: 623-915-2391<br>Email: ctindall@glendaleaz.com |
| Owners: | [Addresses on each Owner's signature page] |
| Owners' Representative: | CRA LLC<br>8901 E. Pima Center Pkwy, Suite 230<br>Scottsdale, AZ 85258<br>Attn: Michael Martindale<br>Phone: 480-889-9900 x106<br>Facsimile: 480-889-9901<br>Email: mmartindale@craltd.com |
| With a copy to: | Beus Gilbert, PLLC<br>4800 N. Scottsdale Rd., Suite 6000<br>Scottsdale, AZ 85251<br>Attn: Jeffrey M. Blilie<br>Phone: 480-429-3030<br>Facsimile: 480-429-3100<br>Email: jblilie@beusgilbert.com<br><br>Global Water Resources, Inc.<br>21410 N. 19th Ave., Ste. 201<br>Phoenix, AZ 85027<br>Attn: Ron Fleming<br>Phone: 623-580-9600 x146 |

Facsimile: 623.580.9659
Email: ron.fleming@gwresources.com

Burch & Cracchiolo
702 E. Osborn Road, Ste. 200
Phoenix, AZ 85014
Attn: Andy Abraham
Phone: 602-234-9917
Facsimile: 602-343-7917
Email: aabraham@bcattorneys.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) two (2) business days after deposit with the United States Postal Service.

9.4 Default. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any failure to pay money not cured within ten (10) business days after written notice is received by the non-paying Party (or to the Owners' Representative in the case of a non-paying Owner) shall constitute a default under this Agreement by the non-paying Party. Any other breach not cured within thirty (30) calendar days after written notice is received, shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) calendar days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) calendar day period and diligently proceeds to complete such performance or fulfill such obligation after written notice is received by the breaching Party (or the Owners' Representative in the case of a breaching Owner). Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. Each Party shall have all rights and remedies for any breach that is not cured within the applicable cure period, except that each Party waives any right to seek recovery of, or recover, any indirect, consequential (including lost profits), exemplary, punitive, or other monetary damages of any kind, other than actual damages.

9.5 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association or other rules mutually agreed upon. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Owner(s) shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5)

years' experience in mediating or arbitrating disputes relating to land development. The cost of any such mediation shall be divided equally between the City and Owner(s). The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

9.6 Choice of Law, Venue and Attorney's Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. The prevailing Party shall be entitled to recover any of its attorneys' fees or other costs from the non-prevailing Party incurred in any such dispute, controversy, claim, or cause of action, whether the same is resolved through arbitration, litigation in a court, or otherwise.

9.7 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under laws of Arizona and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

9.8 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided; however, that an Owner's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Owner's Property or a portion thereof and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by an Owner, all or a portion of Owner's rights and obligations hereunder shall terminate effective upon the assumption by Owner's assignee of such rights and obligations and the execution of an addendum that recognizes the assignment.

9.9 Third Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

9.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement.

9.11 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement. Such additional instruments and documents may require the approval of the City's Council.

9.12 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language.

9.13 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

9.15 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday of the City of Glendale, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday of the City of Glendale.

9.16 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire agreement between the Parties.

| | | |
|---|---|---|
| (a) | Exhibit A: | Legal Description of Owners' Properties |
| (b) | Exhibit B: | Depiction of the Region and the Initial MAG 208 Area |
| (c) | Exhibit C: | Draft of the Global Agreement |
| (d) | Exhibit D: | Zoning and Other Land Use Entitlements of Owners' Properties |

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

9.17 Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

9.18 Covenants Running With Land. The Owners' Properties shall be held, transferred, sold, conveyed, leased, occupied and used subject to the terms, covenants and conditions of this Agreement, which shall run with the land and be binding upon, benefit and burden the Owners' Properties and all persons having or acquiring any right, title or interest in or to any portion of the Owners' Properties.

9.19 Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.

**[SIGNATURES APPEAR ON THE FOLLLOWING PAGES]**

**IN WITNESS WHEREOF,** the Parties have executed this Amendment as of the date first above written.

**CITY:**

**CITY OF GLENDALE**, an Arizona municipal corporation

By:_____
Elaine M. Scruggs, Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

ATTESTED:

By:_____
City Clerk

**OWNER:**

**HENRY C. CONKLIN AND PATRICIA A. CONKLIN,**
as husband and wife

By:_____
Henry C. Conklin

By:_____
Patricia A. Conklin

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Henry C. Conklin, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Patricia A. Conklin, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

Notice Address:

Henry Conklin

_____

_____

Phone : 623-935-5667
Facsimile: 623-935-5671
Email: henry@conklinrose.com

**OWNER:**

**REEMS RANCH, LLC**, an Arizona limited liability company

By:_____
Name: Michael Francis
Title:_____

Notice Address:

Michael Francis
10265 W. Camelback Road, #104
Phoenix, AZ 85037

Phone: 623-772-1555
Facsimile: 623-772-0145
E-Mail: mcharlesfrancis@gmail.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Michael Francis, the _____ of Reems Ranch, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**NORTHERN PARKWAY INVESTORS, LLC,** an Arizona limited liability company

By: Northern Parkway 360, LLC, an Arizona limited liability company, Manager

By:_____
Name: Tyler E. LeSueur
Title: Manager

Notice Address:

Tyler E. LeSueur
LeSueur Investments
3850 E. Baseline Road, Suite 114
Mesa, AZ 85206

Phone: 480-424-3400
Facsimile: 480-424-3425
Email: ty@lesueurinvestments.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Tyler LeSueur, the Manager of Northern Parkway 360, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**HUA MEI LAND, LLC**, an Arizona limited liability company

By:_____
Name: George Bradbury
Title: Member

By:_____
Name: Rui Zhu
Title: Member

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared George Bradbury, the Member of Hua Mei Land, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Rui Zhu, the Member of Hua Mei Land, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

Notice Address:

George Bradbury
14014 N. 172nd Ave.
Surprise, AZ 85388

Phone: 602-361-2248
Facsimile: 623-544-9300
E-Mail: usstoneworks@aol.com

**OWNER:**

**COTTON BARNEY, LLC**, a Nevada limited liability company

By:_____
Name: Barney Nemiroff
Title:_____

Notice Address:

Barney Nemiroff
4616 W Sahara 328
Las Vegas, NV 89102

Phone: 702-582-8282
Facsimile: 702-944-7821
E-Mail: bjn9999@aol.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Barney Nemiroff, the _____ of Cotton Barney, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**COTTON BETHANY, LLC**, a Nevada limited liability company

By:_____
Name: Barney Nemiroff
Title:_____

Notice Address:

Barney Nemiroff
4616 W Sahara 328
Las Vegas, NV 89102

Phone: 702-582-8282
Facsimile: 702-944-7821
E-Mail: bjn9999@aol.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Barney Nemiroff, the _____ of Cotton Bethany, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**303 COTTON, LLC**, a Nevada limited liability company

By:_____
Name: N. Rao Yerramsetti
Title: Manager

Notice Address:

N. Rao Yerramsetti
2320 Paseo Del Prado 201
Las Vegas, NV 89102

Phone: 702-420-0289
Facsimile: 702-362-4445
E-Mail: ry.2320@yahoo.com

STATE OF NEVADA )
) ss.
County of Clark )

On this _____ day of _____, 2012, before me personally appeared N. Rao Yerramsetti, the _____ of 303 Cotton, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**WHITE TANKS STORAGE, INC.**, an Arizona corporation

By:_____
Name: Peter A. Nelson
Title: President

By:_____
Name: Bob Garland
Title: Secretary

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Peter A. Nelson, the President of White Tanks Storage, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Bob Garland, the Secretary of White Tanks Storage, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

Notice Address:

Bob Garland
Insight Land & Investments
7400 E. McDonald Drive, Suite 121
Scottsdale, AZ 85250

Phone: 602-385-1515
Facsimile: 602-381-6264
E-Mail: bgarland@insightland.com

**OWNER:**

**MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NO. 1**, a political subdivision of the State of Arizona

By:_____
Name: Glen Vortherms
Title: General Manager

Notice Address:

David Maguire
Land Solutions Inc
8108 W. Frier Drive
Glendale, AZ 85303

Phone:
Facsimile: 1-877-363-0751
E-Mail: dmaguire@landsolutionsinc.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Glen Vortherms, the General Manager of Maricopa County Municipal Water Conservation District No. 1, a political subdivision of the State of Arizona, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**303 CAPITAL HOLDINGS LP**, an Arizona limited partnership

By:_____
Name:_____
Title:_____

Notice Address:

_____

_____

_____

Phone: _____
Facsimile: _____
E-Mail: moergas@ergasgroup.com

_____)
) ss.
_____)

On this _____ day of _____, 2012, before me personally appeared, _____ _____, the _____ **of** 303 Capital Holdings LP, an Arizona limited partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**WOOLF FAMILY ENTERPRISES LIMITED PARTNERSHIP**, an Arizona limited partnership

By: L.S. Woolf Group, Inc., an Arizona corporation, General Partner

By:_____
Name: Leyton Woolf
Title: President

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: 623-935-5887
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Leyton Woolf, the President of L.S. Woolf Group, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**Owner:**

**HURON, L.L.C.,** an Arizona limited liability company

By:_____
Name: Leyton Woolf
Title: Partner

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: 623-935-5887
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Leyton Woolf, the Partner of Huron, L.L.C., an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**HOME PLACE DEVELOPMENT, LLC**, an Arizona limited liability company

By:_____
Name:_____
Title:_____

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: _____
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared _____ _____, the _____ of Home Place Development, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**BICKMAN FARMS**, an Arizona general partnership

By:_____
Name: Mike Etchart
Title: Partner

Notice Address:

Bickman Farms
Attn: Mike Etchart
7603 North Alsup Avenue
Litchfield Park, AZ 85340

Phone: 623-935-2014
Facsimile: 623-935-6862
E-Mail: mike.ek@att.net

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Mike Etchart, Partner of Bickman Farms, an Arizona general partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**FRYE FAMILY LLLP,** an Arizona limited liability limited partnership

By:_____
Name: Robert Frye
Title: Partner

By:_____
Name: Michael Frye
Title: Partner

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Robert Frye, Partner of Frye Family LLLP, an Arizona limited liability limited partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Michael Frye, Partner of Frye Family LLLP, an Arizona limited liability limited partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

Notice Address:

Michael Frye
6512 N. Sarival Road
Litchfield Park, AZ 85340

Phone: 623-535-4736
E-Mail: autumn@miltnerlaw.com
barb@fryesadvancelandscapedesign.com

**OWNER:**

**SARIBETH, LLC**, a Nevada limited liability company, et.al.

By:_____
Name: Randy Black, Jr.
Title: Power of Attorney

Notice Address:

Randy Black, Jr.
Land Baron Investments, Inc.
10777 W. Twain, Suite 225
Las Vegas, NV 89135

Phone: 702-851-3999
Facsimile: 702-851-3998
E-Mail: rblack@landbaroninv.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Randy Black, Jr., having power of attorney for Saribeth, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**PETER PETER COTTONTAIL, LLC**, a Nevada limited liability company, et.al.

By:_____
Name: Randy Black, Jr.
Title: Power of Attorney

Notice Address:

Randy Black, Jr.
Land Baron Investments, Inc.
10777 W. Twain, Suite 225
Las Vegas, NV 89135

Phone: 702-851-3999
Facsimile: 702-851-3998
E-Mail: rblack@landbaroninv.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Randy Black, Jr., having power of attorney for Peter Peter Cottontail, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**FOUR LEAF OPERATIONS, L.L.C.**, a Delaware limited liability company

By:_____
Name: Richard Tettamant
Title: Administrator

Notice Address:

Richard Tettamant
Dallas Police & Fire Pension System
4100 Harry Hines Boulevard
Dallas, TX 75219

Phone: (214) 638-3863
Facsimile: (214) 638-6403
E-Mail: Tettamant@dpfp.org

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Richard Tettamant, the Administrator of Four Leaf Operations, L.L.C., a Delaware limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**LaPour 303, LLC**, an Arizona limited liability company

By:_____
Name: Jeffrey S. LaPour
Title: Manager

Notice Address:

Lisa Chasteen
5525 S. Decatur Blvd., Suite 104
Las Vegas, NV 89118

Phone: 702-222-3022 X107
Facsimile: 702-222-0961 (email first)
E-Mail: lisa@lapour.com

With a copy to:

Jeffrey LaPour

Phone: 702-222-3022 X101
E-Mail: jlapour@lapour.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Jeffrey S. LaPour, the Manager of LaPour 303, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

**OWNER:**

**BANK OF THE WEST** Inc., a California banking corporation

By:_____
Name: Paul Nakae
Title: Executive Vice-President

Notice Address:

J. Andrew Romano
7272 E. Indian School Rd., Suite 210
Scottsdale, AZ 85251

Phone: (480) 425-4402
Facsimile: (480) 425-4414
E-Mail: j.romano@bankofthewest.com

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this _____ day of _____, 2012, before me personally appeared Paul Nakae, the Executive Vice-President of Bank of the West Inc., a California banking corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

# EXHIBIT A

## Legal Description of the Properties

94090532B

ORDER NO. 1107388 -

CONKLIN

EXHIBIT "A"

A PARCEL OF LAND IN PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 WEST, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE, SOUTH 2 DEGREES 56 MINUTES 43 SECONDS EAST, 309.79 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 33.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 881.61 FEET; THENCE NORTH 03 DEGREES 16 MINUTES 19 SECONDS WEST, 220.74 FEET TO THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND; THENCE SOUTH 89 DEGREES 08 MINUTES 52 SECONDS EAST, 406.07 FEET ALONG THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND TO A 1/2" IRON BAR; THENCE CONTINUING SOUTH 89 DEGREES 08 MINUTES 52 SECONDS EAST, 1241.96 FEET ALONG THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND TO A 1/2" IRON BAR; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF REEMS ROAD, SOUTH 02 DEGREES 55 MINUTES 33 SECONDS EAST, 1226.15 FEET TO A 1/2" IRON BAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF REEMS ROAD, SOUTH 02 DEGREES 55 MINUTES 33 SECONDS EAST, 1293.49 FEET TO A 1/2" IRON BAR; THENCE ALONG THE EAST-WEST QUARTER LINE, NORTH 89 DEGREES 48 MINUTES 59 SECONDS WEST, 1240.66 FEET TO A 1/2" IRON BAR; THENCE NORTH 02 DEGREES 56 MINUTES 08 SECONDS WEST, 1302.04 FEET TO A 1/2" IRON BAR; THENCE NORTH 89 DEGREES 25 MINUTES 22 SECONDS WEST, 1286.45 FEET TO A 1/2" IRON BAR ON THE EASTERLY RIGHT-OF-WAY OF ALSUP; THENCE NORTH 02 DEGREES 56 MINUTES 43 SECONDS WEST, 1007.10 FEET ALONG SAID EASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING;

EXCEPT ALL ORES AND MINERALS AND ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED AT DOCKET 1879, PAGE 384 AND 387, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL # 501-49-014C 6

15815 W NORTHERN AVE.

REEMS RANCH

# EXHIBIT "A"
# FRANCIS PROPERTY
# LEGAL DESCRIPTION

That portion of the west half of Section 5, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 5 from which the West quarter corner thereof bears South 03 degrees 04 minutes 28 seconds East a distance of 2596.74 feet;

Thence along the west line of the Northwest quarter of said Section 5, South 03 degrees 04 minutes 28 seconds East a distance of 1356.40 feet to the **POINT OF BEGINNING.**

Thence leaving said west line, South 89 degrees 01 minutes 16 seconds East a distance of 2635.59 feet to the east line of said Northwest quarter;

Thence along said east line, South 02 degrees 46 minutes 52 seconds East a distance of 1248.42 feet;

Thence along the east line of the Southwest quarter of said Section 5, South 02 degrees 46 minutes 49 seconds East a distance of 410.63 feet;

Thence leaving last said east line, North 89 degrees 01 minutes 16 seconds West a distance of 2626.46 feet to the west line of said Southwest quarter;

Thence along last said west line, North 03 degrees 09 minutes 30 seconds West a distance of 419.33 feet to the West quarter corner of said Section 5;

Thence along the west line of the Northwest quarter of said Section 5, North 03 degrees 04 minutes 28 seconds West a distance of 1240.34 feet to the **POINT OF BEGINNING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

This description was based upon the ALTA/ACSM Land Title Survey prepared by Site Consultants, Inc., Project No. 1674, dated 09-06-06. Hilgartwilson does not accept the accuracy of said survey.

The above described parcel contains 4,356,000 Square Feet (100.0000 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1199
February 22, 2012

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18217
J. DONALD
KIRVAN
Date Signed 2-22-12
ARIZONA, U.S.A.
Expires 12/31/2012

Northern Parkway Investors, LLC - Legal Description

THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A 1 INCH OPEN PIPE MONUMENTING THE SOUTH QUARTER CORNER OF SAID SECTION 36;

THENCE NORTH 89°48'11" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 300.00 FEET;

THENCE NORTH 00°16'19" EAST, 400.00 FEET;

THENCE NORTH 06°36'40" EAST, 1358.50 FEET;

THENCE NORTH 00°16'19" EAST, 1792.44 FEET;

THENCE NORTH 06°04'06" WEST, 1358.33 FEET;

THENCE NORTH 00°16'19" EAST, 400.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 89°43'09" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 300.00 FEET TO A 1/2 INCH IRON ROD IN A HANDHOLE MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 89°42'07" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 00°16'19" WEST, 400.00 FEET;

THENCE SOUTH 06°36'44" WEST, 1358.28 FEET;

THENCE SOUTH 00°16'19" WEST, 1791.65 FEET;

THENCE SOUTH 06°04'15" EAST, 1357.76 FEET;

THENCE SOUTH 00°16'19" WEST, 345.00 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH 55 FEET OF SOUTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 89°56'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 00°16'19" WEST, 55.00 FEET TO A POINT OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH 89°56'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 415.00 FEET TO THE POINT OF BEGINNING.

# HUA MEI LEGAL DESCRIPTION

PARCEL A:

The North half of the South 2/3rds of the East 1/3rd of the following described property:

PARCEL NO. 1:

The East 639.66 feet of the West 1922.95 feet of the North half of the Southeast quarter of
Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

PARCEL NO. 2:

The North half of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 1922.95 feet and the East 78 feet for highway purposes;

EXCEPT all underground or subterranean waters beneath said land except necessary for domestic use as distinguished for irrigation use by such owners of said land as may not have or in future care to sink domestic wells for individual use as conveyed to Adaman Mutual Water Company, an Arizona corporation, by instruments recorded in Docket 1180, page 517; and in Docket 2700, page 596, records of Maricopa County, Arizona;

ALSO EXCEPT all ores and minerals and oil, gas, and other hydrocarbon substances beneath surface of the within described property as reserved by Goodyear Farms in instrument recorded in Docket 3514, page 151, records of Maricopa County, Arizona.

PARCEL B:

The South 1/3rd of the East 1/3rd of the following described property:

PARCEL NO. 1:

The East 639.66 feet of the West 1922.95 feet of the North half of the Southeast quarter of
Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

PARCEL NO. 2:

The North half of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 1922.95 feet thereof; and

EXCEPT the East 78 feet thereof for highway purposes;

EXCEPT all subterranean waters beneath said premises, not necessary for domestic use, as distinguished from irrigation use thereon;

EXCEPT all ores, minerals, and all oil, gas and other hydrocarbon substances beneath the surface of the within described property;

EXCEPT all underground or subterranean waters beneath said land except necessary for domestic use as distinguished for irrigation use by such owners of said land as may not have or in future care to sink domestic wells for individual use as conveyed to Adaman Mutual Water Company, an Arizona corporation, by instruments recorded in Docket 1180, page 517 and in Docket 2700, page 596, records of Maricopa County, Arizona. All ores and minerals and oil, gas, and other hydrocarbon substances beneath surface of the within described property, as reserved by Goodyear Farms in instrument recorded in Docket 3514, page 151, records of Maricopa County, Arizona. Drainage ditch over the Easterly portion of the within described property, extended from the North to the South boundaries thereof, as shown in instrument recorded in Docket 1180, page 528, records of Maricopa County, Arizona.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP (IN HAND HOLE) FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH A BRASS CAP (FLUSH) FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, 2649.53 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 33.00 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 33,00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION, 1185.53 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS WEST, 1102.38 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 03 SECONDS WEST, 1185.62 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1102.37 FEET TO THE POINT OF BEGINNING.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP (IN HAND HOLE) FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH A BRASS CAP (FLUSH) FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, 2649.53 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 33.00 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 33.00 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1102.37 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 1185.62 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS WEST, 2820.48 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 40 SECONDS WEST, 1185.39 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS EAST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 1324.28 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, CONTINUING PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1513.66 FEET TO THE POINT OF BEGINNING.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GIL-A AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER,A DISTANCE OF 1266.32 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 878.25 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST,1009.63 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE,A DISTANCE OF 521.50 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 367.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST, PARALLEL WITH AND 33.00 FEET NORTH OF THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 916.41 FEET TO THE POINT OF BEGINNING

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

**THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;**

**THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 33.00 FEET;**

**THENCE DEPARTING SAID WEST LINE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER 33.00 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST PARALLEL WITH AND 33.00 FEET EAST OF SAID WEST LINE 1291.39 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;**

**THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE 2316.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 303;**

**THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST ALONG SAID RIGHT-OF-WAY 943.99 FEET;**

**THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS WEST CONTINUING ALONG SAID RIGHT-OF-WAY 367.00 FEET TO A POINT THAT LIES 33.00 FEET NORTH OF SAID SOUTH LINE;**

**THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST PARALLEL WITH AND 33.00 FEET NORTH OF SAID SOUTH LINE 2149.73 FEET TO THE TRUE POINT OF BEGINNING.**

WHITE TANK STORAGE

## Parcel Q
## Legal Description

Beginning at the intersection of Cotton Lane and Northern Avenue, the Northwest Corner of the Quarter Section 1, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
Thence South 89 degrees, 51 minutes, 16 seconds East a distance of 1000.00' along the monument line of Northern Avenue,
Thence South 00 degrees, 08 minutes, 19 seconds West a distance of 65.00' to the south right-of-way of Northern Avenue, the POINT OF BEGINNING,

Thence South 89 degrees, 51 minutes, 16 seconds East a distance of 829.36', along the northern property line of the subject property,
Thence South 00 degrees, 11 minutes, 34 seconds West a distance of 29.94',
Thence South 87 degrees, 50 minutes, 43 seconds East a distance of 422.60',
Thence South 05 degrees, 00 minutes, 00 seconds East a distance of 297.16',
Thence South 06 degrees, 55 minutes, 15 seconds East a distance of 406.18',
Thence North 89 degrees, 51 minutes, 16 seconds West a distance of 1052.59',
Thence South 00 degrees, 14 minutes, 47 seconds West a distance of 600.19',
Thence North 89 degrees, 42 minutes, 56 seconds West, a distance of 1216.04',
Thence North 00 degrees, 00 minutes, 07 seconds West a distance of 436.21',
Thence North 89 degrees, 59 minutes, 49 seconds East, a distance of 578.72',
Thence North 40 degrees, 23 minutes, 44 seconds East, a distance of 563.03',
Thence North 00 degrees, 08 minutes, 47 seconds East, a distance of 473.63' to the POINT OF BEGINNING.

Containing 1,596,176 square feet or 36.64 acres more or less.

# EXHIBIT "A"
# ZANJERO PASS NET BOUNDARY
# LEGAL DESCRIPTION

That portion of the west half of Section 26, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at a found iron pipe accepted as the southwest corner of said Section 26 from which a found aluminum cap accepted as the west quarter corner thereof bears North 00 degrees 23 minutes 32 seconds East a distance of 2,632.93 feet;

Thence along the west line of the Southwest quarter of said Section 26, North 00 degrees 23 minutes 32 seconds East a distance of 100.40 feet;

Thence leaving said west line, South 89 degrees 36 minutes 28 seconds East a distance of 65.00 feet to a line that is parallel with and 65.00 feet east of the west line of said Southwest quarter, being the **POINT OF BEGINNING;**

Thence along said parallel line, North 00 degrees 23 minutes 32 seconds East a distance of 1,557.51 feet;

Thence leaving said parallel line, North 45 degrees 23 minutes 37 seconds East a distance of 35.35 feet;

Thence North 00 degrees 23 minutes 42 seconds East a distance of 22.00 feet;

Thence North 89 degrees 36 minutes 18 seconds West a distance of 8.88 feet to the beginning of a tangent curve concave easterly having a radius of 3.00 feet;

Thence northerly along said curve through a central angle of 180 degrees 00 minutes 00 seconds an arc length of 9.42 feet;

Thence South 89 degrees 36 minutes 18 seconds East a distance of 8.88 feet;

Thence North 00 degrees 23 minutes 42 seconds East a distance of 22.00 feet;

Thence North 44 degrees 36 minutes 23 seconds West a distance of 35.36 feet to a line that is parallel with and 65.00 feet east of the west line of said Southwest quarter;

Thence along last said parallel line, North 00 degrees 23 minutes 32 seconds East a distance of 875.02 feet;

Thence along a line that is parallel with and 65.00 feet east of the west line of the Northwest quarter of said Section 26, North 00 degrees 23 minutes 50 seconds East a distance of 934.46 feet;

Thence leaving last said parallel line, North 45 degrees 11 minutes 53 seconds East a distance of 42.57 feet to a line that is parallel with and 1,673.32 feet south of the north line of said Northwest quarter;

Thence along last said parallel line, North 89 degrees 59 minutes 57 seconds East a distance of 2,482.92 feet;

Thence South 44 degrees 46 minutes 23 seconds East a distance of 35.21 feet to a line that is parallel with and 40.00 feet west of the east line of said Northwest quarter;

Thence along last said parallel line, South 00 degrees 27 minutes 16 seconds West a distance of 889.02 feet;

Thence leaving last said parallel line, South 45 degrees 13 minutes 37 seconds West a distance of 35.50 feet;

Thence South 00 degrees 00 minutes 03 seconds East a distance of 22.65 feet to the beginning of a non-tangent curve concave westerly having a radius of 3.00 feet the center of which bears South 38 degrees 20 minutes 37 seconds West;

Thence southerly along said curve through a central angle of 112 degrees 27 minutes 10 seconds an arc length of 5.89 feet;

Thence South 00 degrees 00 minutes 03 seconds East a distance of 22.38 feet;

Thence South 44 degrees 46 minutes 23 seconds East a distance of 35.21 feet to a line that is parallel with and 40.00 feet west of the east line of the Southwest quarter of said Section 26;

Thence along last said parallel line, South 00 degrees 27 minutes 16 seconds West a distance of 1,267.46 feet to the south line of the Northeast quarter of said Southwest quarter;

Thence along said south line, North 89 degrees 58 minutes 45 seconds West a distance of 1,280.26 feet to the east line of the Southwest quarter of said Southwest quarter;

Thence along said east line, South 00 degrees 25 minutes 24 seconds West a distance of 1,246.97 feet to a line that is parallel with and 70.00 feet north of the south line of said Southwest quarter;

Thence along said parallel line, North 89 degrees 57 minutes 27 seconds West a distance of 646.71 feet;

Thence leaving said parallel line, North 46 degrees 07 minutes 29 seconds West a distance of 36.07 feet;

Thence South 87 degrees 21 minutes 16 seconds West a distance of 25.00 feet to the beginning of a non-tangent curve concave westerly having a radius of 2,000.00 feet the center of which bears South 87 degrees 21 minutes 16 seconds West;

Thence northerly along said curve through a central angle of 00 degrees 04 minutes 05 seconds an arc length of 2.38 feet;

Thence South 87 degrees 17 minutes 11 seconds West a distance of 25.00 feet;

Thence South 43 degrees 50 minutes 44 seconds West a distance of 34.61 feet to a line that is parallel with and 70.00 feet north of the south line of said Southwest quarter;

Thence along last said parallel line, North 89 degrees 57 minutes 27 seconds West a distance of 477.83 feet;

Thence leaving last said parallel line, North 44 degrees 46 minutes 57 seconds West a distance of 42.30 feet to the **POINT OF BEGINNING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

The legal description is based upon the Final Plat of "Zanjero Pass Parcel 1-3 Phase 2-4" as recorded in Book 979 of Maps, Page 26, Records of Maricopa County, Arizona.

The above described parcel contains 7,343,862 Square Feet (168.5919 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1066
March 1, 2012

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18217
J. DONALD
KIRVAN
Date Signed 3-1-12
ARIZONA, U.S.A.
Expires 12/31/2012

# 303 CAPITAL

**LEGAL DESCRIPTION**
**EXHIBIT "ONE"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

That part of the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 1;

THENCE South along the West line of said Section 1, a distance of 1405.93 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South along said West line, a distance of 1251.87 feet to a point on the West line which lies North (assumed bearing) a distance of 2579.86 feet from the Southwest corner of said Section 1;

THENCE North 87 degrees 40 minutes 14 seconds East, a distance of 2624.40 feet to a point on the East line of the West half of said Section 1;

THENCE North 00 degrees 14 minutes 50 seconds East, along said East line, a distance of 1132.00 feet to a point;

THENCE North 89 degrees 42 minutes 43 seconds West, a distance of 2626.89 feet to the TRUE POINT OF BEGINNING;

EXCEPT the West 55 feet, and

EXCEPT that portion of such property included in the following tract:

BEGINNING at a 1/2 inch aluminum capped pipe monumenting the South quarter corner of said Section 1;

THENCE North 88 degrees 46 minutes 57 seconds West, along the South line of the Southwest quarter of said Section, a distance of 300.00 feet;

THENCE North 00 degrees 17 minutes 17 seconds East, a distance of 400.00 feet;

THENCE North 06 degrees 38 minutes 16 seconds East, a distance of 1355.89 feet;

THENCE North 00 degrees 17 minutes 17 seconds East, a distance of 1781.60 feet;

THENCE North 06 degrees 03 minutes 12 seconds West, a distance of 1358.07 feet;

THENCE North 00 degrees 17 minutes 17 seconds East, a distance of 400.00 feet to the North line of the Northwest quarter of said Section;

## EXHIBIT "ONE"

(Continued)

THENCE South 89 degrees 48 minutes 11 seconds East, along the said North line a distance of 300.00 feet to a 1 inch open pipe monumenting the North quarter corner of said Section;

THENCE South 89 degrees 56 minutes 13 seconds East, along the North line of the Northeast quarter of said Section, a distance of 300.00 feet;

THENCE South 00 degrees 17 minutes 17 seconds West, a distance of 400.00 feet;

THENCE South 06 degrees 37 minutes 31 seconds West, a distance of 1358.89 feet;

THENCE South 00 degrees 17 minutes 17 seconds West, a distance of 1784.80 feet;

THENCE South 06 degrees 03 minutes 09 seconds East, a distance of 1358.24 feet;

THENCE South 00 degrees 17 minutes 17 seconds West, a distance of 400.00 feet to the South line of the Southeast quarter of said Section;

THENCE North 89 degrees 44 minutes 10 seconds West, along said South line, a distance of 300.00 feet to the POINT OF BEGINNING.

EXCEPT that portion of such property included in the following tract:

A portion of the parcel described in the Special Warranty Deed recorded in Document No. 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel;

Thence South 89 degrees 42 minutes 43 seconds East, along the North line of said parcel, a distance of 2248.90 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 42 minutes 43 seconds East, a distance of 71.00 feet;

Thence South 04 degrees 12 minutes 55 seconds East, a distance of 84.77 feet;

Thence North 89 degrees 42 minutes 43 seconds West, a distance of 71.00 feet;

Thence North 04 degrees 12 minutes 55 seconds West, a distance of 84.77 feet to the POINT OF BEGINNING.

EXCEPT that portion of such property included in the following tract:

A portion of the parcel described in the Special Warranty Deed recorded in Document No. 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel;

## EXHIBIT "ONE"

(Continued)

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 1251.87 feet;

Thence North 87 degrees 40 minutes 14 seconds East, along the South line of said parcel, a distance of 2301.26 feet to the POINT OF BEGINNING;

Thence North 00 degrees 20 minutes 31 seconds East, a distance of 84.60 feet;

Thence North 87 degrees 40 minutes 14 seconds East, a distance of 71.00 feet;

Thence South 00 degrees 20 minutes 31 seconds West, a distance of 84.60 feet;

Thence South 87 degrees 40 minutes 14 seconds West, along the aforementioned South line of said parcel, a distance of 71.00 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

A portion of the parcel described in the Special Warranty Deed recorded in Document No. 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel;

Thence South 89 degrees 42 minutes 43 seconds East, along the North line of said parcel, a distance of 2248.90 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 42 minutes 43 seconds East, a distance of 71.00 feet;

Thence South 04 degrees 12 minutes 55 seconds East, a distance of 84.77 feet;

Thence North 89 degrees 42 minutes 43 seconds West, a distance of 71.00 feet;

Thence North 04 degrees 12 minutes 55 seconds West, a distance of 84.77 feet to the POINT OF BEGINNING.

PARCEL NO. 3:

A portion of the parcel described in the Special Warranty Deed recorded in Document No. 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 1251.87 feet;

Thence North 87 degrees 40 minutes 14 seconds East, along the South line of said parcel, a distance of 2301.26 feet to the POINT OF BEGINNING;

## EXHIBIT "ONE"

(Continued)

Thence North 00 degrees 20 minutes 31 seconds East, a distance of 84.60 feet;

Thence North 87 degrees 40 minutes 14 seconds East, a distance of 71.00 feet;

Thence South 00 degrees 20 minutes 31 seconds West, a distance of 84.60 feet;

Thence South 87 degrees 40 minutes 14 seconds West, along the aforementioned South line of said parcel, a distance of 71.00 feet to the POINT OF BEGINNING.

EXCEPT FROM PARCEL NOS. 1, 2 and 3 above any portion lying the future right of way per Arizona Department of Transportation Project No. 303L MA 007 H7138 02R new right of way line described as follows:

Commencing at an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section I, being South 89°32'01" East 2622.18 feet from a Maricopa County Highway Division (RD.) brass cap marking the West quarter corner of said Section I;

thence along the East-West mid section line of said Section I North 89°32'01" West 252.19 feet to the POINT OF BEGINNING;

thence North 00°23'40" East 421.50 feet;

thence North 00°55'12" West 1002.43 feet;

thence North 05°55'15" West 808.45 feet;

thence North 05°00'00" West 297.16 feet;

thence North 88°21'48" West 223.22 feet;

thence North 87°15'55" West 199.40 feet;

thence North 00° 11'34" West 93.77 feet to the POINT OF ENDING on the North line of said Section 1, being North 89°48'26" West 824.00 feet from a Maricopa County aluminum cap marking the North quarter corner of said Section 1.

**EXHIBIT "A"**
**WOOLF PROPERTY**
**LEGAL DESCRIPTION**

**Parcel No. 1:**

All of Section 29, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** the east half of the Northeast quarter; and

**EXCEPT** a strip of land 50 feet wide being the north 50 feet of the south 83 feet of the Southwest quarter and the west half of the Southeast quarter of said Section 29, as conveyed to the California, Arizona and Santa Fe Railway Company by deed recorded June 17, 1943 in Book 388 of Deeds, Page 542, and by Instrument recorded in Docket 830, Page 70; and

**EXCEPT** the north 250 feet of the south 283 feet of the east half of the Southeast quarter as conveyed to said railway company by deed recorded June 28, 1941 in Book 357 of Deeds, Page 77.

**EXCEPT** the north 40.00 feet thereof from the easement for highway purposes as recorded in Book 14 of Road Maps, Page 79, Records of Maricopa County, Arizona;

**EXCEPT** the west 40.00 feet thereof from the plat purporting to show a county roadway as recorded in Book 14 of Road Maps, Page 79, Records of Maricopa County, Arizona;

**EXCEPT** the south 33.00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona;

**Parcel No. 2:**

The north half of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** any portion lying within the following described Parcel A condemned by Flood Control District of Maricopa County, a municipal corporation and a political subdivision of the State of Arizona pursuant to Final Order of Condemnation, recorded February 23, 1996 as 96-121657 of official records;

Parcel A:

That portion of the Northeast quarter of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the north quarter corner of said section;

Thence along the north line of said Northeast quarter, South 89 degrees 53 minutes 04 seconds East 41.01 feet to the east line of the west 41.00 feet of said Northeast quarter and the true **POINT OF BEGINNING;**

Thence continuing South 89 degrees 53 minutes 04 seconds East a distance of 78.02 feet to the east line of the west 119.00 feet of said Northeast quarter;

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 1327.98 feet;

Thence North 89 degrees 02 minutes 06 seconds East a distance of 7.00 feet to the east line of the west 126.00 feet of said Northeast quarter;

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 75 feet;

Thence North 89 degrees 02 minutes 06 seconds East a distance of 10.00 feet;

Thence South 00 degrees 57 minutes 54 seconds East a distance of 175.00 feet;

Thence South 89 degrees 02 minutes 06 seconds West a distance of 10.00 feet to the east line of said west 126.00 feet;

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 1050.79 feet to the south line of said Northeast quarter;

Thence along said south line, North 89 degrees 57 minutes 23 seconds West a distance of 90.02 feet to the east line of the west 36.00 feet;

Thence North 00 degrees 57 minutes 54 seconds West a distance of 1299.21 feet;

Thence North 89 degrees 02 minutes 06 seconds East a distance of 5.00 feet;

Thence North 00 degrees 57 minutes 54 seconds West a distance of 1329.45 feet to the true **POINT OF BEGINNING;**

**Except** the north 33.00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona;

**Except** the west 40.00 feet thereof from Road Declared (Road File No. 1635) as recorded in Docket 5105, Page 21, Records of Maricopa County, Arizona;

**Except** those portions of land as described in the Warranty Deed as recorded in Document No. 2011-0098873, Records of Maricopa County, Arizona.

**Parcel No. 3:**

The west half of Section 33, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**Except** the north 33.00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona;

**Except** the south 33.00 feet thereof from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona;

**Except** that portion of land as described in the Warranty Deed as recorded in Document No. 2011-0098873, Records of Maricopa County, Arizona.

**Parcel No. 4:**

The south half of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**Except** that certain parcel more particularly described as follows:

**COMMENCING** at a point on the south line of said Section 32 from which the southwest corner of said Section 32 bears North 89 degrees 01 minute 50 seconds West a distance of 75.01 feet;

Thence North 00 degrees 03 minutes 54 seconds East, along a line that is parallel with and 75.00 feet east of the west line of said Section 32, a distance of 75.01 feet, to the true **POINT OF BEGINNING;**

Thence continuing North 00 degrees 03 minutes 54 seconds East a distance of 324.99 feet;

Thence North 89 degrees 01 minutes 50 seconds West a distance of 35.00 feet;

Thence North 00 degrees 03 minutes 54 seconds East, along a line that is parallel with and 40.00 feet east of the west line of said Section 32, a distance of 1305.00 feet;

Thence South 89 degrees 01 minutes 50 seconds East a distance of 1123.59 feet;

Thence South 00 degrees 03 minutes 54 seconds West a distance of 1629.99 feet;

Thence North 89 degrees 01 minute 50 seconds West, along a line that is parallel with and 75.00 feet north of the south line of said Section 32 a distance of 1088.59 feet to the true **POINT OF BEGINNING;** and

**Except** that portion described as follows:

**COMMENCING** at the southwest corner of said Section 32;

Thence along the west line of said Section 32, North 00 degrees 54 minutes 20 seconds West a distance of 1705.00 feet;

Thence North 89 degrees 59 minutes 41 seconds East a distance of 40.00 feet to the east line of the west 40.00 feet of said section and the true **POINT OF BEGINNING;**

Thence along said east line, North 00 degrees 54 minutes 20 seconds West a distance of 869.68 feet to the south line of the north 55.00 feet of said Southwest quarter;

Thence along said south line, South 89 degrees 57 minutes 23 seconds East a distance of 2599.74 feet to the east line of said Southwest quarter;

Thence continuing South 89 degrees 57 minutes 23 seconds East a distance of 135.02 feet to the east line of the west 135.00 feet of said Southeast quarter;

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 2497.39 feet to the north line of the south 75 feet of said Southeast quarter;

Thence along said north line, South 90 degrees 00 minutes 00 seconds West a distance of 135.02 feet to the west line of said Southeast quarter;

Thence along said north line of the south 75.00 feet of said Southwest quarter, South 89 degrees 59 minutes 41 seconds West a distance of 1478.70 feet;

Thence North 00 degrees 54 minutes 20 seconds West a distance of 1629.99 feet;

Thence South 89 degrees 59 minutes 41 seconds West a distance of 1123.59 feet to the true **POINT OF BEGINNING**.

**Except** the south 33.00 feet of the Southeast quarter of said Section 32 from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona;

**Except** that portion of land as described in the Warranty Deed as recorded in Document No. 2011-0098866, Records of Maricopa County, Arizona.

**Parcel No. 5:**

All of Section 31, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

**EXCEPT** those portions more particularly described as follows:

**Except** the south 50.00 feet of the north 242.00 feet of the east 75.00 feet of the west 108.00 feet of the northwest quarter of said section 31. (proposed well site 1)

**Except** the west 33.00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 6 of Road Maps, Page 27, Records of Maricopa County, Arizona;

**Except** the south 33.00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona;

**Except** the east 40.00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 15 of Road Maps, Page 57, Records of Maricopa County, Arizona;

**Except** those portions of land as described in the Warranty Deed as recorded in Document No. 2011-0098865, Records of Maricopa County, Arizona.

**Except** that portion of land as described in the Amended Final Order of Condemnation as recorded in Document No. 2007-0797434, Records of Maricopa County, Arizona.

**Except** that portion of land lying west of the following described line;

**COMMENCING** at the northwest corner of said Section 31 from which the west quarter corner thereof bears South 00 degrees 16 minutes 09 seconds West a distance of 2,640.88 feet;

Thence along the west line of the Northwest quarter of said Section 31, South 00 degrees 16 minutes 09 seconds West a distance of 392.92 feet to the beginning of a tangent curve concave northeasterly having a radius of 1,068.00 feet;

Thence leaving said west line and southeasterly along said curve through a central angle of 60 degrees 03 minutes 26 seconds an arc length of 1,119.47 feet;

Thence South 59 degrees 47 minutes 17 seconds East a distance of 409.06 feet to the beginning of a tangent curve concave southwesterly having a radius of 935.00 feet;

Thence southeasterly along said curve through a central angle of 60 degrees 03 minutes 06 seconds an arc length of 979.97 feet;

Thence South 00 degrees 15 minutes 18 seconds West a distance of 625.94 feet to the beginning of a tangent curve concave northwesterly having a radius of 935.00 feet;

Thence southwesterly along said curve through a central angle of 56 degrees 37 minutes 46 seconds an arc length of 924.13 feet;

Thence South 56 degrees 52 minutes 33 seconds West a distance of 619.00 feet to the beginning of a tangent curve concave southeasterly having a radius of 935.00 feet;

Thence southwesterly along said curve through a central angle of 56 degrees 36 minutes 48 seconds an arc length of 923.86 feet to the west line of the Southwest quarter of said Section 31;

Thence along last said west line, South 00 degrees 15 minutes 45 seconds West a distance of 421.05 feet to the **POINT OF ENDING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

The above described parcel contains 74,807,695 Square Feet (1,717.3484 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1033
February 29, 2012

# BICKMAN FARMS LEGAL

That portion of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 6, thence, North 03 degrees 20 minutes 00 seconds West along the West line of said Southeast quarter a distance of 33.05 feet to a point on the North line of the South 33.00 feet of said Section 6;

THENCE, along said line, North 89 degrees 41 minutes 27 seconds East a distance of 33.05 feet to a point on the East line of the West 33.00 feet of said Section 6 and the True Point of Beginning;

THENCE, along said line North 03 degrees 20 minutes 00 seconds West a distance of 1289.66 feet to a point on the North line of the South half of the Southeast quarter of said Section 6;

THENCE, along said line, North 89 degrees 44 minutes 17 seconds East a distance of 2527.98 feet to a point on the West line of the East 78.00 feet of said Southeast quarter;

THENCE, along said line, South 03 degrees 26 minutes 17 seconds East a distance of 1287.70 feet to a point on the North line of the South 33.00 feet of said Southeast quarter;

THENCE, along said line South 89 degrees 41 minutes 27 seconds West a distance of 2530.23 feet to the True Point of Beginning.

EXCEPT THEREFROM that certain drainage ditch, as conveyed to Adaman Mutual Water Company by instrument recorded in Docket 1180, page 528; and

EXCEPT all underground or subterranean waters beneath the lands of the Adaman Mutual Water Company Project, except that necessary for domestic use as distinguished from irrigation use by such owners of land in the project as may now have or in the future care to sink domestic wells for their individual uses, as conveyed to Adaman Mutual Water Company by Deed recorded in Docket 1180, page 517; and

EXCEPT all ores and minerals and all oil, gas and other hydrocarbon substances beneath the surface of the above described premises, as reserved unto Goodyear Farms, a corporation, by Agreement recorded in Docket 2461, page 556.

FRYE

# LEGAL DESCRIPTION

That portion of the following described property, in the Northeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section 12, being North 89°58'44"East, 2,635.59 feet from a Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the East quarter corner of said Section 12;

Thence along the East-West mid-section line of said Section 12, North 89°58'44" East, 328.47 feet to POINT OF BEGINNING;

Thence North 00°46'50" East, 108.13 feet;

Thence North 89°18'13" West, 150 feet;

Thence North 00°41'47" East, 363.86 feet;

Thence North 03°41'04" East, 830.72 feet;

Thence North 89°59'01" East, 1735.75 feet;

Thence South 00°00'24" West,, 1152.68 feet;

Thence North 89°58'44" East, 629.01 feet;

Thence South 00°04'40" East, 150.00 feet;

Thence South 89°58'44" West, 2274.12 feet;; to POINT OF BEGINNEING

Gross area being 2,387,947.702 square feet or 54.82 acres more or less.

SARIBETH

# LEGAL DESCRIPTION

That portion of the following described property, in the Northeast quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89°30'14" West, 2,632.66 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 13.

Thence along the north section line of said Section 13, South 89°30'14" East, 1024.20 feet ;

To a point on said section line; thence South 00°29'46" West, 33.00 feet; to POINT OF BEGINNING

Thence South 89°30'14" East, 1283.35 feet;

Thence South 00°10'59" West, 1363.99 feet;

Thence North 89°31'45" West, 1284.28 feet;

Thence North 00°13'19" East, 1364.55 feet; to POINT OF BEGINNING

Said property containing 40.208 acres more or less

PETER COTTONTAIL

# LEGAL DESCRIPTION

That portion of the following described property, in the Southwest quarter of the Northeast quarter Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89°30'14" West, 2,633.08 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 13.

Thence along the north-south mid-section line of said Section 13, South 00°15'39" West, 1323.13 feet ;

Thence South 89°31'45" East, 100.76 feet; to POINT OF BEGINNING

Thence South 89°31'45" East, 1216.47 feet;

Thence South 00°13'19" West, 1322.55 feet;

Thence North 89°33'15" West, 1270.12 feet;

Thence along the new right-of-way line of State Route 303L, North 00°15'39" East, 670.80 feet;

Thence North 04°53'15" East, 654.09 feet; to POINT OF BEGINNEING

Containing 38.16 acres more or less

FOUR LEAF

# LEGAL DESCRIPTION

That portion of the following described property, in the Southeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the South quarter corner of said Section 12, being North 89°30'02" West, 2632.87 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 12.

Thence along the south line of said Section 12, South 89°30'02" East, 612.59 feet;

Thence North 00°29'58" East, 33.00 feet to the POINT FO BEGINNING;

Thence along the new right-of-way line of State Route 303L, North 69°14'13" West, 170.35 feet;

Thence North 86°13'54" West, 271.84 feet;

Thence North 12°13'46" West, 150.07 feet;

Thence North 00°07'04" East, 146.11;

Thence North 02°01'00" West, 1009.92 feet;

Thence North 04°00'16" East, 866.01 feet;

Thence North 00°58'16" East, 350.37 feet;

Thence North 89°01'44" West, 150.00 feet;

Thence to an angle point on the north property line, North 00°58'16" East, 38.88 feet;

Thence along said north property line, South 89°44'46" East, 990.88 feet;

Thence South 00°08'47" West, 1332.81 feet;

Thence South 89°37'24" East, 1284.10 feet;

Thence South 00°10'32" West, 1302.56 feet;

Thence North 89°30'02" West, 1987.10 feet; to POINT OF BEGINNING

Gross area being 4,723,589.643 square feet or 108.44 acres more or less

APN: 501-03-009D

LaPour 303, LLC

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1266.32 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 878.25 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 415.77 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1085.75 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 422.49 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 22 SECONDS WEST, 1009.63 FEET TO THE POINT OF BEGINNING.

BANK OF THE WEST

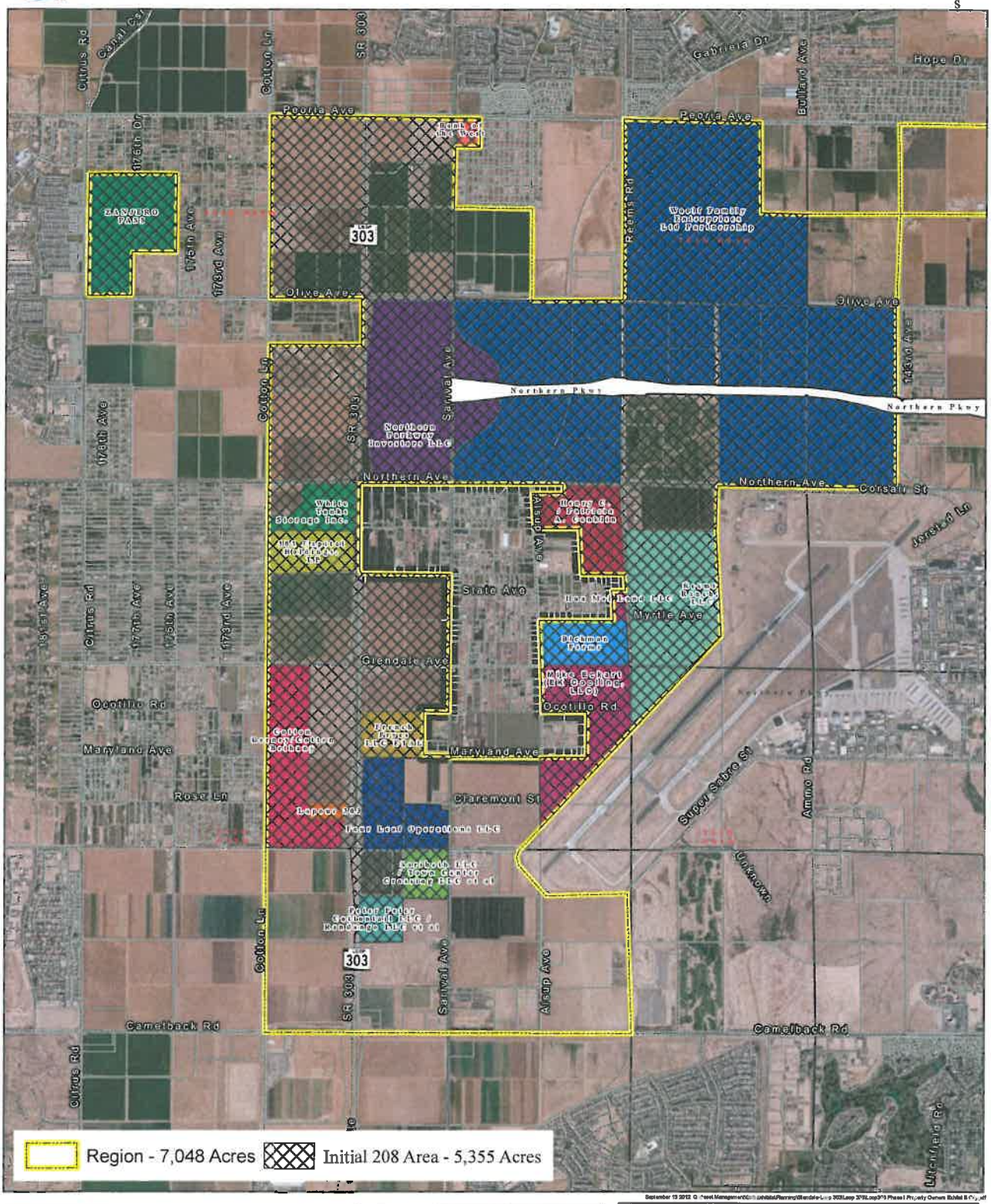
Parcel "A", TWELVE OAKS ESTATES, a subdivision recorded in Book 723 of Maps, page 29, records of Maricopa County, Arizona.

## EXHIBIT B

## Depiction of the Region/Initial MAG 208 Area

GLOBAL WATER
RELIABLE · RENEWABLE · REUSABLE

# Exhibit B
# Pre-Annexation Development Agreement




| | |
|---|---|
| 303 Capital Holdings, LP, 6[illegible]089991 | Mike Eckart (EK Cooling, LLC) (157 ac) |
| Bank of the West (11 ac) | Northern Parkway Investors LLC (361 ac) |
| Bickman Farms (71 ac) | Peter Peter Cottontail LLC / Randango LLC et al (39 ac) |
| Cotton Barney/Cotton Bethany, (160 ac) | Reems Ranch, LLC (249 ac) |
| Four Leaf Operations LLC (109 ac) | Saribeth LLC / Town Center Crossing LLC et al (40 ac) |
| French Fryes LLC ETAL (57 ac) | White Tanks Storage Inc. (32 ac) |
| Henry C. / Patricia A. Conklin (104 ac) | Woolf Family Enterprises Ltd Partnership (1,818 ac) |
| Hua Mei Land LLC (8 ac) | ZANJERO PASS (168 ac) |
| Lapour 303, (12 ac) | |

*Parcel Size (In acres)

DISCLAIMER

GLOBAL WATER
GEOGRAPHIC INFORMATION SYSTEM MAP AND DATA

THESE MAPS POINTS AND ALL UNDERLYING DATA WERE DEVELOPED FOR USE BY GLOBAL WATER (GLOBAL) FOR ITS INTERNAL PURPOSES ONLY, AND ARE NOT INTENDED OR OFFERED FOR USE BY MEMBERS OF THE PUBLIC. GLOBAL MAKES NO REPRESENTATIONS OR WARRANTIES TO THE ACCURACY, REALISTICS, OR COMPLETENESS, AND IN PART OR IN ALL, ITS INCLUDES LIMITED OF DISPLAYED DIMENSIONS, CONTOURS, PROPERTY BOUNDARIES, OR EXACT LOCATION OF ANY MAPPED ITEMS THEREON. GLOBAL MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. ANY USERS OF THESE MAP PRODUCTS OR APPLICATIONS OR DATA ACCEPT THEM AS IS, WITH ALL FAULTS, AND ASSUME ALL RESPONSIBILITY FOR THE USE THEREOF, AND FURTHER COVENANT AND AGREE TO HOLD GLOBAL HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THE MAP PRODUCTS IN CONSIDERATION OF GLOBAL HAVING MADE THIS INFORMATION AVAILABLE.

INDEPENDENT VERIFICATION OF ALL DATA CONTAINED HEREIN SHOULD BE OBTAINED BY ANY USER OF THESE MAP PRODUCTS OR THE UNDERLYING DATA. GLOBAL DISCLAIMS, AND SHALL NOT BE HELD LIABLE FOR, ANY AND ALL DAMAGE, LOSS, OR LIABILITY WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL WHICH ARISES OR MAY ARISE FROM THE MAP PRODUCTS OR THE USE THEREOF BY ANY PERSON OR ENTITY.

## Exhibit C

## Draft of the Global Agreement

### AGREEMENT FOR FUTURE WASTEWATER AND RECYCLED WATER SERVICES BETWEEN GLOBAL WATER RESOURCES, INC., GLOBAL WATER - 303 UTILITIES COMPANY, INC., AND CITY OF GLENDALE

This Agreement for Future Wastewater and Recycled Water Services ("Agreement") is entered into as of this _____ day of _____, 2012 between Global Water Resources, Inc., a Delaware corporation authorized to do business in Arizona, ("Global"), Global Water-303 Utilities Company, Inc., an Arizona corporation and a wholly-owned subsidiary of Global ("Utility"), and the City of Glendale, an Arizona municipal corporation ("City"). City, Global, and Utility shall collectively be referred to herein as the "Parties," and individually as a "Party."

### RECITALS

A. The City is an Arizona municipal corporation authorized to provide municipal services to residents and businesses within and without its corporate boundary.

B. The City intends to facilitate and manage future growth in accordance with its obligation under the Growing Smarter Legislation and Growing Smarter Plus Legislation enacted by the Arizona State Legislature.

C. The Utility will be an Arizona public service corporation defined in Article 15, Section 2, of the Arizona Constitution and, as such, will be regulated by the Arizona Corporation Commission ("ACC").

D. Ultimately, the Utility will, consistent with the terms of this Agreement, apply for a Certificate of Convenience and Necessity ("CC&N") from the ACC to provide wastewater services and recycled water infrastructure services (collectively "Utility Services") in the area generally bordered by Peoria Avenue to the North, Cotton Lane to the west, Camelback Road to the south and 143rd Avenue to the east ("Subject Territory"), as more fully set forth in Exhibit 1, attached to and incorporated into this Agreement.

E. The initial CC&N application by the Utility will include the properties illustrated as "Participating Properties – Initial CC&N Application" on Exhibit 2, attached to and incorporated into this Agreement.

F. The City has the potential of experiencing rapid growth, and in order to facilitate and manage this potential future growth, the City wishes to work with Global and Utility to establish Utility Services within the Subject Territory.

G. On March 9, 2010, the City and Global entered into a Memorandum of Understanding that addressed the City's support of Utility as the wastewater and recycled water provider for the Subject Territory.

H. The City, Global, and Utility wish to enter into this Agreement to further define the rights and obligations among the Parties.

### 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, the Parties agree as follows:

1. Franchise Agreement

1.1 Utility will present the desired franchise ("Franchise") to the City's governing body and file it with City Clerk after entry of a final order granting an Initial CC&N by the Arizona Corporation Commission granting Utility a CC&N to provide Utility Services in an area within the Subject Territory.

1.2 If the City's governing body deems the granting of the Franchise beneficial to the City, it will pass a resolution and thereafter submit the Franchise to the qualified electors as to whether or not the Franchise should be granted at the next regular election held in the City or at a special election called for the purpose of approving the Franchise. The City will not call a special election for the purpose of approving the Franchise without the consent of Global. The Franchise election will be called and conducted in accordance with applicable law.

1.3 Global will be responsible for all costs incurred by the City as a result of holding an election for the purpose of approving the Franchise, which costs shall not be unreasonably incurred by the City. If other items or candidates are placed on the same ballot as the Franchise, the City will equitably apportion the election costs to Global.

1.4 The City will invoice the estimated cost of the Franchise election ("Estimated Cost") within 60 days after the filing of the Franchise with the Glendale City Clerk. Global will promptly pay the City the estimated cost within 30 days after receiving the invoice. The City will reconcile the actual election cost attributable to the Franchise ("Actual Cost") within 60 days after the Franchise election. Global will promptly pay the City the difference between the Estimated Cost and the Actual Cost if the Actual Cost exceeds the Estimated Cost. The City will promptly refund Global the difference between the Actual Cost and the Estimated Cost if the Actual Cost is less than the Estimated Cost.

1.5 The Franchise filed by Utility, at a minimum, must contain the following provisions:

1.5.1 The Franchise will be for a term of 25 years.

1.5.2 Utility will pay the city a fee (the "Franchise Fee") of 3% of Gross Revenue on a quarterly basis. "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees.

1.5.3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory.

1.6 Temporary License Agreement. The City and Utility will enter into a Temporary License Agreement. The Temporary License Agreement must contain, at a minimum, the following provisions:

1.6.1 The Temporary License Agreement will run from the time this Agreement takes effect until the earlier of (1) the time the Franchise described above takes effect; (2) two Franchise elections have been conducted; or (3) until January 1, 2017. Thereafter, in the event a successful Franchise election has not occurred, the Parties shall negotiate in good faith to revise the Franchise for submission to the voters and/or enter into a new agreement regarding the Utility's operation in the City.

1.6.2 Pursuant to the Temporary License Agreement, Utility will pay the City a fee (the "License Fee") of 3% of Gross Revenues on a quarterly basis. "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees. This License Fee shall terminate when the Franchise takes affect or when the Temporary License Agreement expires; and in no circumstance shall Utility be obligated to pay both the Franchise Fee and the License Fee nor shall the Utility operate without payment of either a Franchise or License Fee to the City.

1.6.3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory.

2. MAG 208 Amendment

2.1 The City will sponsor, with the support of Global and Utility, an amendment to the MAG 208 Plan for purposes of recognizing the wastewater treatment plant to be constructed by Utility to serve the area set forth in Exhibit 3, attached to and incorporated into this Agreement ("Initial 208 Amendment"). The City, Global, and Utility agree the Initial 208 Amendment must include an area not less than 3,200 acres, and may include the area located between the participating properties within the Subject, which are necessary to allow for a reasonable, contiguous and well-planned service area to be agreed upon by the City and Global. The Parties acknowledge and agree that the area to be included within the Initial 208 Amendment is in the City's sole discretion.

2.2 At a later time, the City will sponsor, with the support of Global and Utility, another amendment to the MAG 208 Plan for the purpose of recognizing the wastewater treatment plant to be constructed by Global to serve the portion of the Subject Territory not included in the Initial 208 Amendment ("Subsequent 208 Amendment"). The City's sponsorship of the Subsequent 208 Amendment, which will cover all the remaining properties within the original Subject Territory, is contingent on all of the following: (1) Utility having commenced providing Utility Service within the area covered by the Initial 208 Amendment; (2) Utility receiving requests for service from landowners owning an aggregate of at least 50% of the acreage located within the Subject Territory but not included within the area covered by the Initial 208 Amendment; and (3) Utility is not in violation of any rules, regulations or orders of the Arizona Corporation Commission, the Maricopa County Environmental Services Department, or the terms of this Agreement. The Parties may otherwise agree in writing to move forward with the Subsequent 208 Amendment prior to all such contingencies being

satisfied.

2.3 The Utility may also provide service to properties outside of the Initial 208 Amendment area, prior to approval of the Subsequent 208 Amendment, if such service is permitted by local, state and federal law and the property is either (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City.

2.4 All costs associated with processing the Initial 208 Amendment and Subsequent 208 Amendment will be borne by Global, Utility or a third party mutually agreed to by the Parties.

3. Arizona Corporation Commission; Certificate of Convenience and Necessity

3.1 Utility will not file an application to the ACC for the establishment or expansion of its CC&N within the Subject Territory except as provided in this Agreement.

3.2 The Parties agree that the Utility may apply to the ACC for the establishment or expansion of its CC&N for Utility Services within the Subject Territory if the property to be included in the CC&N application is either: (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City, which agreement sets forth the terms, conditions, restrictions, and requirements for the annexation of the property, for the construction and installation of public/private infrastructure improvements (including wastewater services and recycled water services), and other matters related to the annexation and development of the property.

3.3 The Parties agree that the Utility may also provide service to a parcel contiguous to its CC&N area if such parcel 1) is permitted to be served by the Utility in accordance with ACC rules and regulations and (2) could be included in Utility's CC&N application under paragraph 3.2. The Parties acknowledge and agree that the requirement to either be annexed or subject to a recorded pre-annexation development agreement is a limitation on the parcels that could be included in a CC&N application or served as a parcel contiguous to an existing CC&N.

3.4 Except as set forth in paragraphs 3.2 and 3.3, the Utility will not apply to the Arizona Corporation Commission to establish or expand its CC&N or extend Utility Services to a parcel outside of its CC&N area but contiguous to its CC&N service area without obtaining prior written consent from the City.

4. General Conditions

4.1 This Agreement, and all rights and obligations hereunder, shall be governed by and construed in accordance with the laws of the State of Arizona. Venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Maricopa County, Arizona. The Parties understand and acknowledge that utility rates and charges, and other terms and conditions applicable to the provision of Utility Services may be modified from time-to-time by order of the ACC.

4.2 This Agreement and the exhibits and attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the Parties.

4.3 The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the Parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the Parties.

4.4 The Parties will each use their best efforts to fully cooperate with one another to obtain any required permits or other approvals that may be necessary to perform under, or take advantage of, the terms and conditions of this Agreement. The Parties agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation or litigation. Notwithstanding the previous sentence, the parties are not precluded from utilizing mediation or litigation to resolve disputes.

4.5 The captions, titles and headings in this Agreement are merely for the convenience of the Parties and shall neither limit nor amplify the provisions of the Agreement itself.

4.6 Notices relevant to this Agreement to be given by a Party to another shall be in writing. All Parties agree that any such notice shall be effective when personally delivered or deposited, postage paid, in the U.S. Mail addressed by certified mail, return receipt request, to the address stated below:

Global Water Resources, Inc.
Attn: Cindy Liles
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027

Global Water – 303 Utilities Company, Inc.
Attn: Cindy Liles
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027

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

With a copy to:
City of Glendale
Attn: City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

Each Party shall advise all other Parties in writing of any change in the address to which notice is to be provided hereunder.

4.7 This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

4.8 Global guarantees it shall continue to have sufficient access to financial resources to perform its obligations and the obligations of the Utility under the terms of this Agreement and will perform such obligations in the event Utility is unable or unwilling to so perform. Neither Global nor Utility may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written consent of the City. Further, Global agrees that if all or substantially all of the assets of the Utility are sold or otherwise transferred to a new owner, the obligations of Global and the Utility under the terms of this Agreement shall also be transferred and assigned to the new owner.

4.9 The Parties are independent of each other and this Agreement creates no employee-employer relationship or a principal-agent relationship.

4.10 Global and Utility certify under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.* that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

4.11 Immigration Law Compliance

A. Global and Utility, 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.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City retains the legal right to inspect the papers of Global and Utility or subcontractor employee who performs work under this Agreement to ensure that Global and Utility or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, Global and Utility shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Global and Utility 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 4.11.

E. Global and Utility agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Global and Utility 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.

F. Global and Utility's warranty and obligations under this Section 4.11 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.

G. 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.

4.12. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GLOBAL WATER RESOURCES, INC.**, a Delaware corporation authorized to do business in Arizona

DRAFT

By: _____
Ed Borromeo
Its: Vice President

Date: _____

**GLOBAL WATER - 303 UTILITIES COMPANY, INC.**, an Arizona Corporation

DRAFT

By: _____
Ed Borromeo
Its: Vice President

Date: _____

**CITY OF GLENDALE,**
an Arizona municipal corporation

BY: _____
Elaine Scruggs, Mayor

DRAFT

Date: _____

APPROVED AS TO FORM:

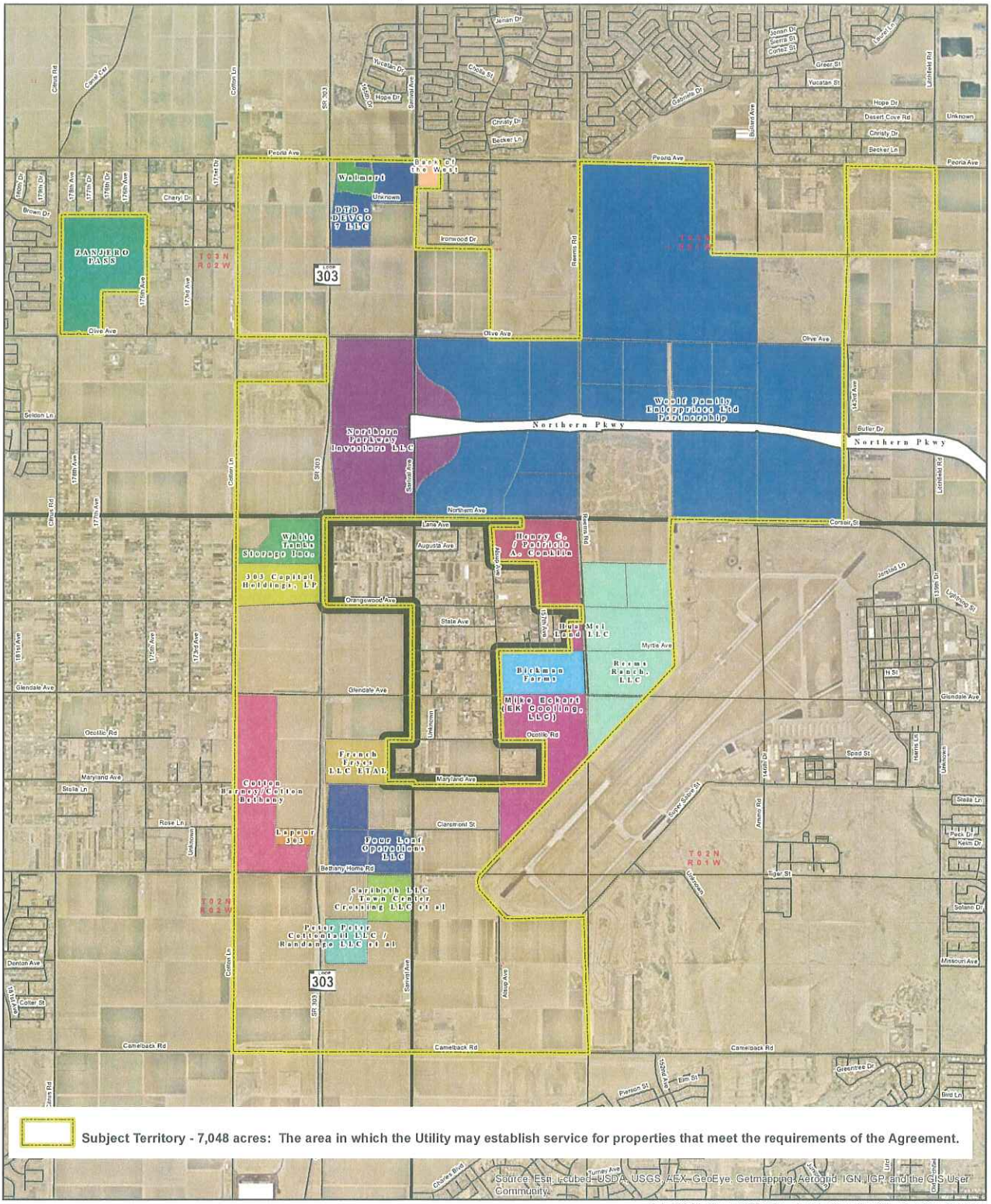
_____
Craig D. Tindall, City Attorney

ATTEST:

By:_____
Pamela Hanna, City Clerk

GLOBAL WATER
RELIABLE · RENEWABLE · REUSABLE

# Exhibit 1
# Map of Subject Territory




October 1 2012 Q:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop 303 Phase I Property Owners Exhibit 1 City.pdf

**Participating Properties\Initial CC&N Application – 3,569 Acres: The properties identified below and by corresponding color on the map may be included in the initial application by the Utility to the ACC for a CC&N in accordance with the terms of the Agreement**

- 303 Capital Holdings, LP, (69 ac)
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- Cotton Barney/Cotton Bethany, (160 ac)
- DTD - DEVCO 7 LLC (83 ac)
- Four Leaf Operations LLC (109 ac)
- French Frys LLC ETAL (57 ac)
- Henry C. / Patricia A. Conklin (104 ac)
- Hua Mei Land LLC (8 ac)
- Lapour 303, (12 ac)
- Mike Eckart (EK Cooling, LLC) (157 ac)
- Northern Parkway Investors LLC (361 ac)
- Peter Peter Cottontail LLC / Randango LLC et al (39 ac)
- Reems Ranch, LLC (249 ac)
- Saribeth LLC / Town Center Crossing LLC et al (40 ac)
- Walmart (21 ac)
- White Tanks Storage Inc. (32 ac)
- Woolf Family Enterprises Ltd Partnership (1,818 ac)
- ZANJERO PASS (168 ac)

*Parcel Size (in acres)


DISCLAIMER

GLOBAL WATER
GEOGRAPHIC INFORMATION SYSTEM MAP AND DATA

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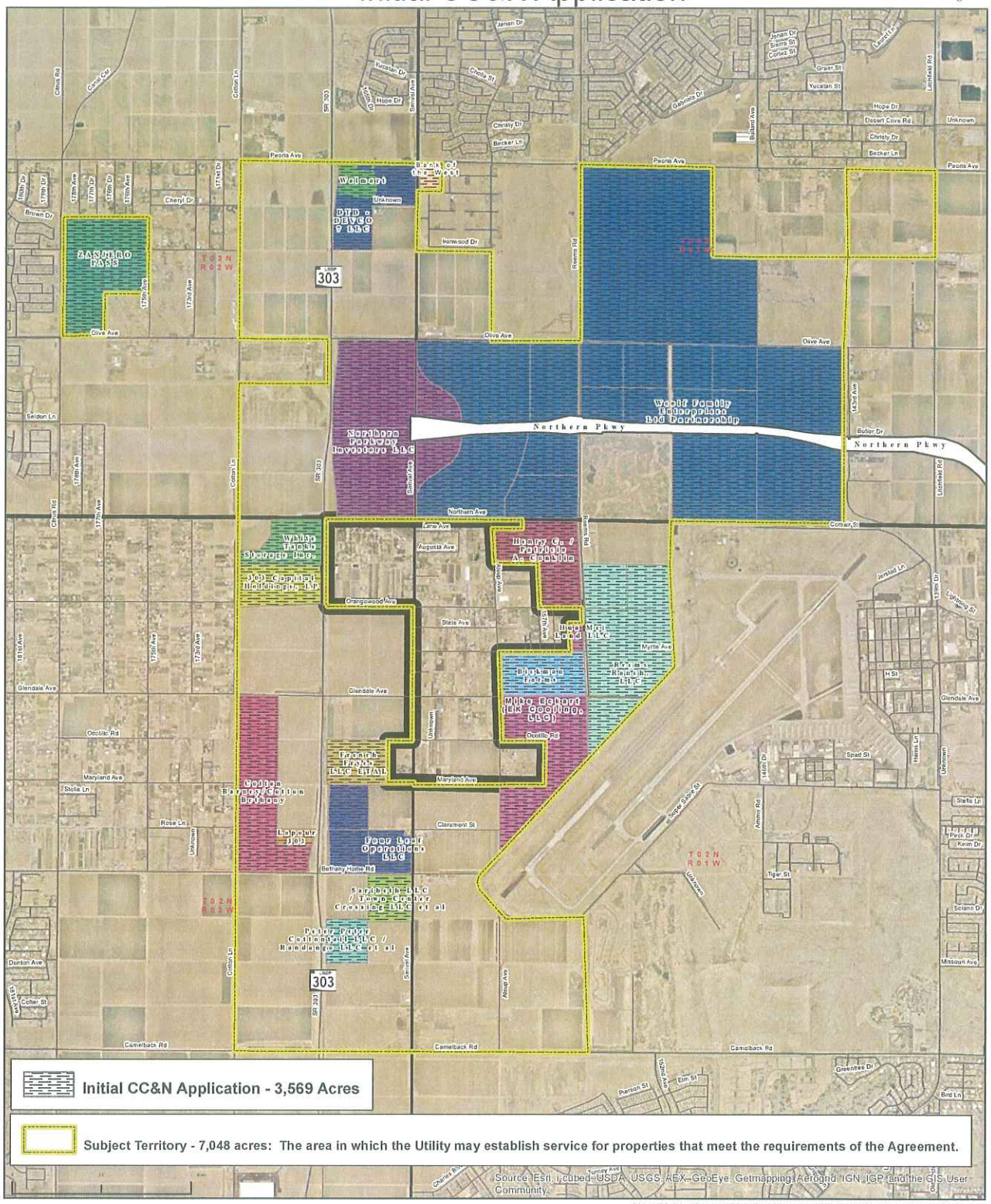
# Exhibit 2
# Initial CC&N Application




October 1 2012 O:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop 303 Phase I Property Owners Exhibit 2_Apr10.pdf

**Participating Properties\Initial CC&N Application – 3,569 Acres: The properties identified below and by corresponding color on the map may be included in the initial application by the Utility to the ACC for a CC&N in accordance with the terms of the Agreement**

- 303 Capital Holdings, LP, (69 ac)
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- Cotton Barney/Cotton Bethany, (160 ac)
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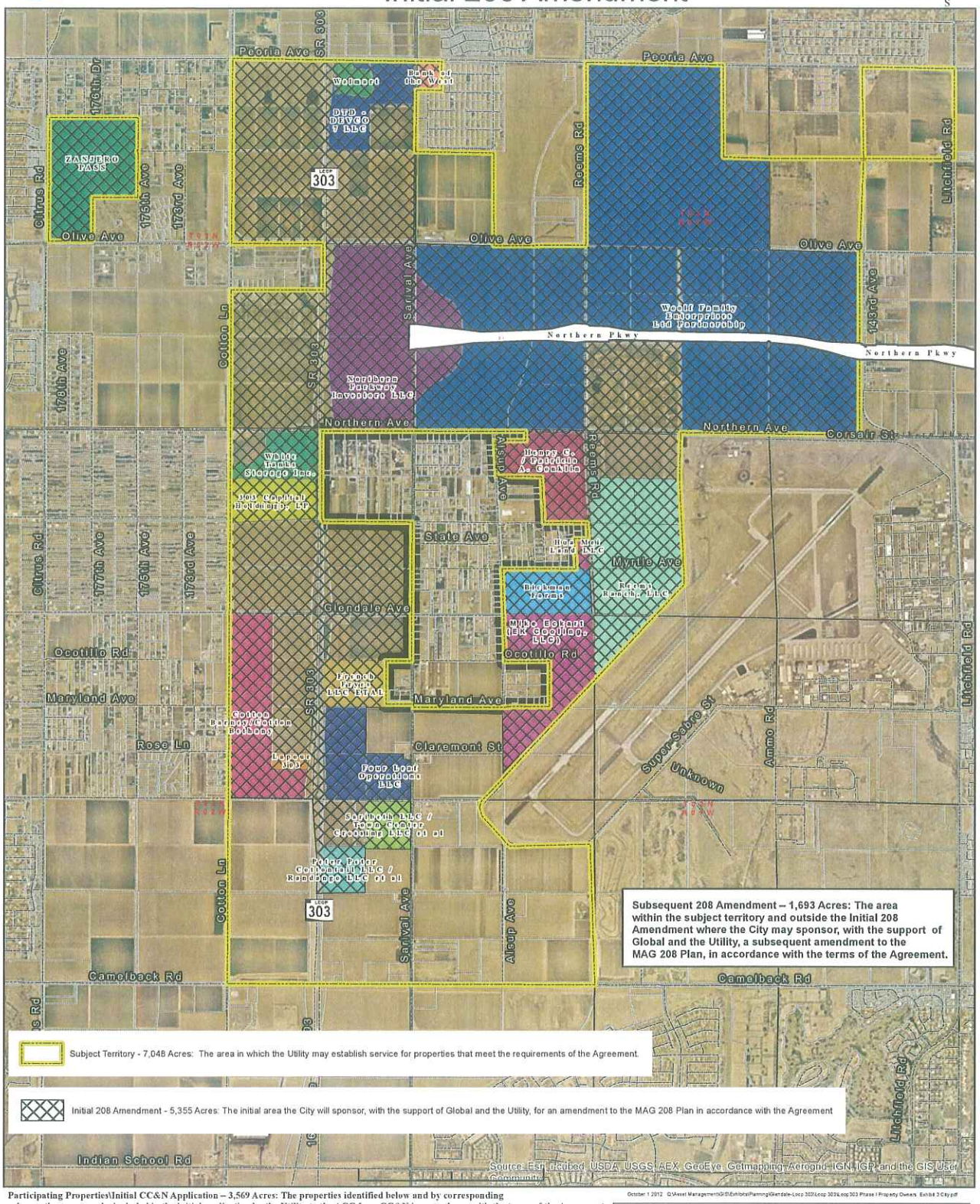
# Exhibit 3
# Initial 208 Amendment

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October 1 2012 Q:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop 303 Phase I Property Owners Exhibit 3 Oct.pdf

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## EXHIBIT D

### Zoning and Other Land Use Entitlements of Owners' Properties

| | PROPERTY OWNER | ZONING | OTHER ENTITLEMENTS |
|---|---|---|---|
| 1. | Conklin | RU-43 | CPA 200922<br>CPA 200903 |
| 2 | Reems Ranch | RU-43 | CPA 200922<br>CPA 200903<br>DMP 1988-7 |
| 3. | Northern Parkway Investors | RU-43, PAD | |
| 4. | Hua Mei Development | RU-43 | SUP for Industrial/ Warehouse/Business Park |
| 5. | Cotton Barney | RU-43 | |
| 6. | Cotton Bethany | RU-43 | |
| 7. | 303 Cotton | RU-43 | |
| 8. | DTD Devco 7 | PAD | |
| 9. | White Tank Storage | IND-1, C-2 | POD for Billboards |
| 10. | Maricopa County Municipal Water Conservation District | R-6 | Preliminary Plat, Final Plat |
| 13. | 303 Capital Holdings | IND-1 | POD for Billboards |
| 14. | Wal-Mart | PAD | |
| 15. | Woolf Family | RU-43, AD-1, AD-2 | CPA 200922<br>CPA 200903<br>DMP 1988-4<br>DMP 1988-7<br>DMP 1988-7<br>Z 78-139<br>TU 2007-026 |
| 16. | Bickman Farms | RU-43 | CPA 200922<br>CPA 200903 |
| 17. | French Frye | RU-43 w/ MCP overlay | POD for Billboards |
| 18. | Saribeth | RU-43 w/ MCP overlay | |
| 19. | Peter Peter Cottontail | RU-43 w/ MCP overlay | POD for Billboards |
| 20. | Four Leaf Operations | RU-43 w/ MCP overlay | POD for Billboards |
| 21. | LaPour 303 | RU-43 | |
| 22. | Bank of the West | C-1 | |

**AGREEMENT FOR FUTURE WASTEWATER AND RECYCLED WATER SERVICES BETWEEN GLOBAL WATER RESOURCES, INC., GLOBAL WATER - 303 UTILITIES COMPANY, INC., AND CITY OF GLENDALE**

This Agreement for Future Wastewater and Recycled Water Services ("Agreement") is entered into as of this _____ day of _____, 2012 between Global Water Resources, Inc., a Delaware corporation authorized to do business in Arizona, ("Global"), Global Water-303 Utilities Company, Inc., an Arizona corporation and a wholly-owned subsidiary of Global ("Utility"), and the City of Glendale, an Arizona municipal corporation ("City"). City, Global, and Utility shall collectively be referred to herein as the "Parties," and individually as a "Party."

## RECITALS

A. The City is an Arizona municipal corporation authorized to provide municipal services to residents and businesses within and without its corporate boundary.

B. The City intends to facilitate and manage future growth in accordance with its obligation under the Growing Smarter Legislation and Growing Smarter Plus Legislation enacted by the Arizona State Legislature.

C. The Utility will be an Arizona public service corporation defined in Article 15, Section 2, of the Arizona Constitution and, as such, will be regulated by the Arizona Corporation Commission ("ACC").

D. Ultimately, the Utility will, consistent with the terms of this Agreement, apply for a Certificate of Convenience and Necessity ("CC&N") from the ACC to provide wastewater services and recycled water infrastructure services (collectively "Utility Services") in the area generally bordered by Peoria Avenue to the North, Cotton Lane to the west, Camelback Road to the south and 143rd Avenue to the east ("Subject Territory"), as more fully set forth in Exhibit 1, attached to and incorporated into this Agreement.

E. The initial CC&N application by the Utility will include the properties illustrated as "Participating Properties – Initial CC&N Application" on Exhibit 2, attached to and incorporated into this Agreement.

F. The City has the potential of experiencing rapid growth, and in order to facilitate and manage this potential future growth, the City wishes to work with Global and Utility to establish Utility Services within the Subject Territory.

G. On March 9, 2010, the City and Global entered into a Memorandum of Understanding that addressed the City's support of Utility as the wastewater and recycled water provider for the Subject Territory.

H. The City, Global, and Utility wish to enter into this Agreement to further define the rights and obligations among the Parties.

## 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, the Parties agree as follows:

1. Franchise Agreement

1.1 Utility will present the desired franchise ("Franchise") to the City's governing body and file it with City Clerk after entry of a final order granting an Initial CC&N by the Arizona Corporation Commission granting Utility a CC&N to provide Utility Services in an area within the Subject Territory.

1.2 If the City's governing body deems the granting of the Franchise beneficial to the City, it will pass a resolution and thereafter submit the Franchise to the qualified electors as to whether or not the Franchise should be granted at the next regular election held in the City or at a special election called for the purpose of approving the Franchise. The City will not call a special election for the purpose of approving the Franchise without the consent of Global. The Franchise election will be called and conducted in accordance with applicable law.

1.3 Global will be responsible for all costs incurred by the City as a result of holding an election for the purpose of approving the Franchise, which costs shall not be unreasonably incurred by the City. If other items or candidates are placed on the same ballot as the Franchise, the City will equitably apportion the election costs to Global.

1.4 The City will invoice the estimated cost of the Franchise election ("Estimated Cost") within 60 days after the filing of the Franchise with the Glendale City Clerk. Global will promptly pay the City the estimated cost within 30 days after receiving the invoice. The City will reconcile the actual election cost attributable to the Franchise ("Actual Cost") within 60 days after the Franchise election. Global will promptly pay the City the difference between the Estimated Cost and the Actual Cost if the Actual Cost exceeds the Estimated Cost. The City will promptly refund Global the difference between the Actual Cost and the Estimated Cost if the Actual Cost is less than the Estimated Cost.

1.5 The Franchise filed by Utility, at a minimum, must contain the following provisions:

1.5.1 The Franchise will be for a term of 25 years.

1.5.2 Utility will pay the city a fee (the "Franchise Fee") of 3% of Gross Revenue on a quarterly basis. "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees.

1.5.3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory.

1.6 Temporary License Agreement. The City and Utility will enter into a Temporary License Agreement. The Temporary License Agreement must contain, at a minimum, the following provisions:

1.6.1 The Temporary License Agreement will run from the time this Agreement takes effect until the earlier of (1) the time the Franchise described above takes effect; (2) two Franchise elections have been conducted; or (3) until January 1, 2017. Thereafter, in the event a successful Franchise election has not occurred, the Parties shall negotiate in good faith to revise the Franchise for submission to the voters and/or enter into a new agreement regarding the Utility's operation in the City.

1.6.2 Pursuant to the Temporary License Agreement, Utility will pay the City a fee (the "License Fee") of 3% of Gross Revenues on a quarterly basis. "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees. This License Fee shall terminate when the Franchise takes affect or when the Temporary License Agreement expires; and in no circumstance shall Utility be obligated to pay both the Franchise Fee and the License Fee nor shall the Utility operate without payment of either a Franchise or License Fee to the City.

1.6.3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory.

2. MAG 208 Amendment

2.1 The City will sponsor, with the support of Global and Utility, an amendment to the MAG 208 Plan for purposes of recognizing the wastewater treatment plant to be constructed by Utility to serve the area set forth in Exhibit 3, attached to and incorporated into this Agreement ("Initial 208 Amendment"). The City, Global, and Utility agree the Initial 208 Amendment must include an area not less than 3,200 acres, and may include the area located between the participating properties within the Subject, which are necessary to allow for a reasonable, contiguous and well-planned service area to be agreed upon by the City and Global. The Parties acknowledge and agree that the area to be included within the Initial 208 Amendment is in the City's sole discretion.

2.2 At a later time, the City will sponsor, with the support of Global and Utility, another amendment to the MAG 208 Plan for the purpose of recognizing the wastewater treatment plant to be constructed by Global to serve the portion of the Subject Territory not included in the Initial 208 Amendment ("Subsequent 208 Amendment"). The City's sponsorship of the Subsequent 208 Amendment, which will cover all the remaining properties within the original Subject Territory, is contingent on all of the following: (1) Utility having commenced providing Utility Service within the area covered by the Initial 208 Amendment; (2) Utility receiving requests for service from landowners owning an aggregate of at least 50% of the acreage located within the Subject Territory but not included within the area covered by the Initial 208 Amendment; and (3) Utility is not in violation of any rules, regulations or orders of the Arizona Corporation Commission, the Maricopa County Environmental Services Department, or the terms of this Agreement. The Parties may otherwise agree in writing to move forward with the Subsequent 208 Amendment prior to all such contingencies being

satisfied.

2.3 The Utility may also provide service to properties outside of the Initial 208 Amendment area, prior to approval of the Subsequent 208 Amendment, if such service is permitted by local, state and federal law and the property is either (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City.

2.4 All costs associated with processing the Initial 208 Amendment and Subsequent 208 Amendment will be borne by Global, Utility or a third party mutually agreed to by the Parties.

3. Arizona Corporation Commission; Certificate of Convenience and Necessity

3.1 Utility will not file an application to the ACC for the establishment or expansion of its CC&N within the Subject Territory except as provided in this Agreement.

3.2 The Parties agree that the Utility may apply to the ACC for the establishment or expansion of its CC&N for Utility Services within the Subject Territory if the property to be included in the CC&N application is either: (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City, which agreement sets forth the terms, conditions, restrictions, and requirements for the annexation of the property, for the construction and installation of public/private infrastructure improvements (including wastewater services and recycled water services), and other matters related to the annexation and development of the property.

3.3 The Parties agree that the Utility may also provide service to a parcel contiguous to its CC&N area if such parcel 1) is permitted to be served by the Utility in accordance with ACC rules and regulations and (2) could be included in Utility's CC&N application under paragraph 3.2. The Parties acknowledge and agree that the requirement to either be annexed or subject to a recorded pre-annexation development agreement is a limitation on the parcels that could be included in a CC&N application or served as a parcel contiguous to an existing CC&N.

3.4 Except as set forth in paragraphs 3.2 and 3.3, the Utility will not apply to the Arizona Corporation Commission to establish or expand its CC&N or extend Utility Services to a parcel outside of its CC&N area but contiguous to its CC&N service area without obtaining prior written consent from the City.

4. General Conditions

4.1 This Agreement, and all rights and obligations hereunder, shall be governed by and construed in accordance with the laws of the State of Arizona. Venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Maricopa County, Arizona. The Parties understand and acknowledge that utility rates and charges, and other terms and conditions applicable to the provision of Utility Services may be modified from time-to-time by order of the ACC.

4.2 This Agreement and the exhibits and attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the Parties.

4.3 The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the Parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the Parties.

4.4 The Parties will each use their best efforts to fully cooperate with one another to obtain any required permits or other approvals that may be necessary to perform under, or take advantage of, the terms and conditions of this Agreement. The Parties agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation or litigation. Notwithstanding the previous sentence, the parties are not precluded from utilizing mediation or litigation to resolve disputes.

4.5 The captions, titles and headings in this Agreement are merely for the convenience of the Parties and shall neither limit nor amplify the provisions of the Agreement itself.

4.6 Notices relevant to this Agreement to be given by a Party to another shall be in writing. All Parties agree that any such notice shall be effective when personally delivered or deposited, postage paid, in the U.S. Mail addressed by certified mail, return receipt request, to the address stated below:

Global Water Resources, Inc.
Attn: Cindy Liles
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027

Global Water – 303 Utilities Company, Inc.
Attn: Cindy Liles
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027

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

With a copy to:
City of Glendale
Attn: City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

Each Party shall advise all other Parties in writing of any change in the address to which notice is to be provided hereunder.

4.7 This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

4.8 Global guarantees it shall continue to have sufficient access to financial resources to perform its obligations and the obligations of the Utility under the terms of this Agreement and will perform such obligations in the event Utility is unable or unwilling to so perform. Neither Global nor Utility may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written consent of the City. Further, Global agrees that if all or substantially all of the assets of the Utility are sold or otherwise transferred to a new owner, the obligations of Global and the Utility under the terms of this Agreement shall also be transferred and assigned to the new owner.

4.9 The Parties are independent of each other and this Agreement creates no employee-employer relationship or a principal-agent relationship.

4.10 Global and Utility certify under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.* that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

4.11 Immigration Law Compliance

A. Global and Utility, 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.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City retains the legal right to inspect the papers of Global and Utility or subcontractor employee who performs work under this Agreement to ensure that Global and Utility or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, Global and Utility shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Global and Utility 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 4.11.

E. Global and Utility agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Global and Utility 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.

F. Global and Utility's warranty and obligations under this Section 4.11 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.

G. 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.

4.12. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GLOBAL WATER RESOURCES, INC.**, a Delaware corporation authorized to do business in Arizona

By: _____
Ed Borromeo
Its: Vice President

Date: _____

**GLOBAL WATER - 303 UTILITIES COMPANY, INC.**, an Arizona Corporation

By: _____
Ed Borromeo
Its: Vice President

Date: _____

**CITY OF GLENDALE**,
an Arizona municipal corporation

BY: _____
Elaine Scruggs, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Craig D. Tindall, City Attorney

ATTEST:

By:_____
Pamela Hanna, City Clerk

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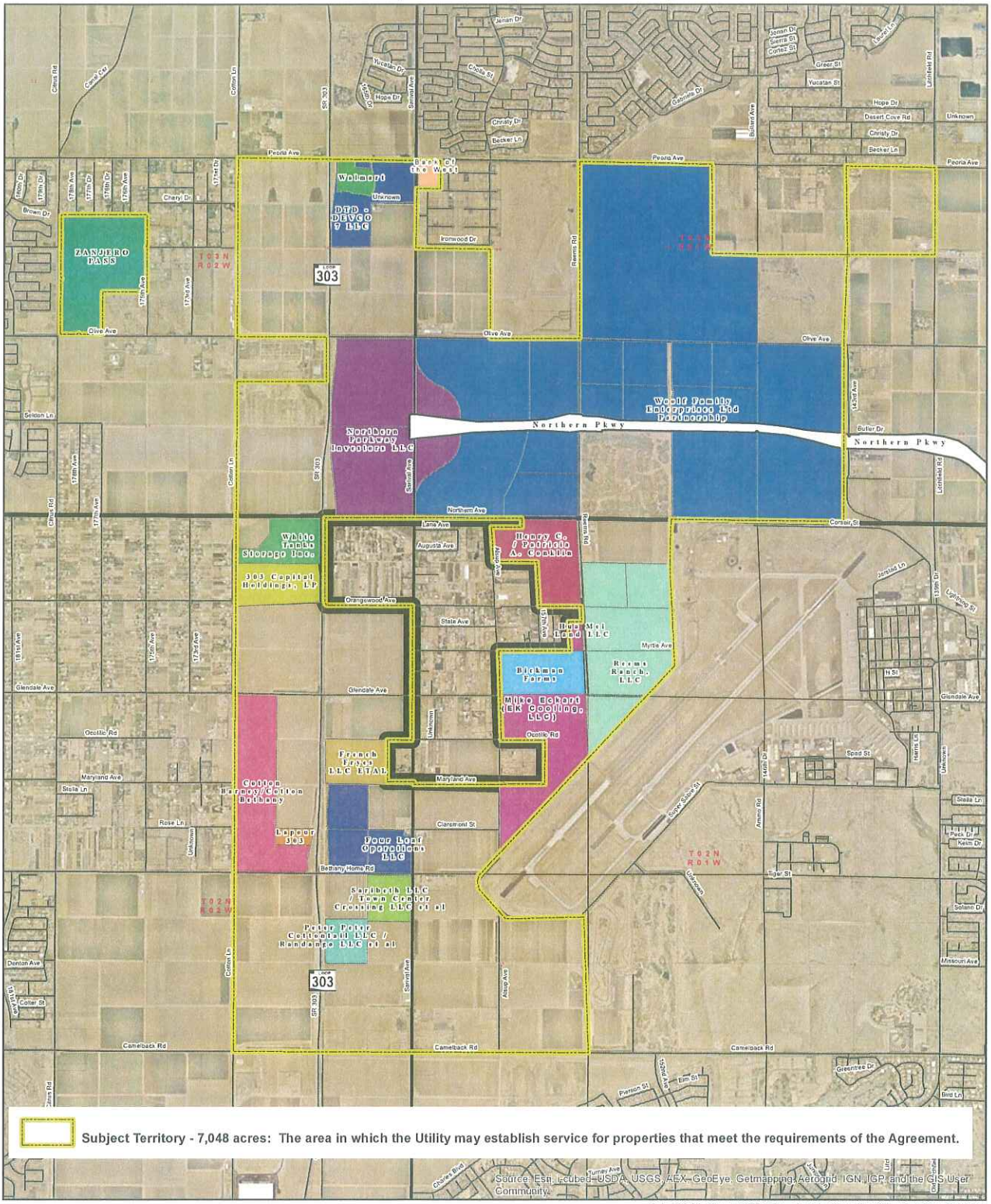
# Exhibit 1
# Map of Subject Territory

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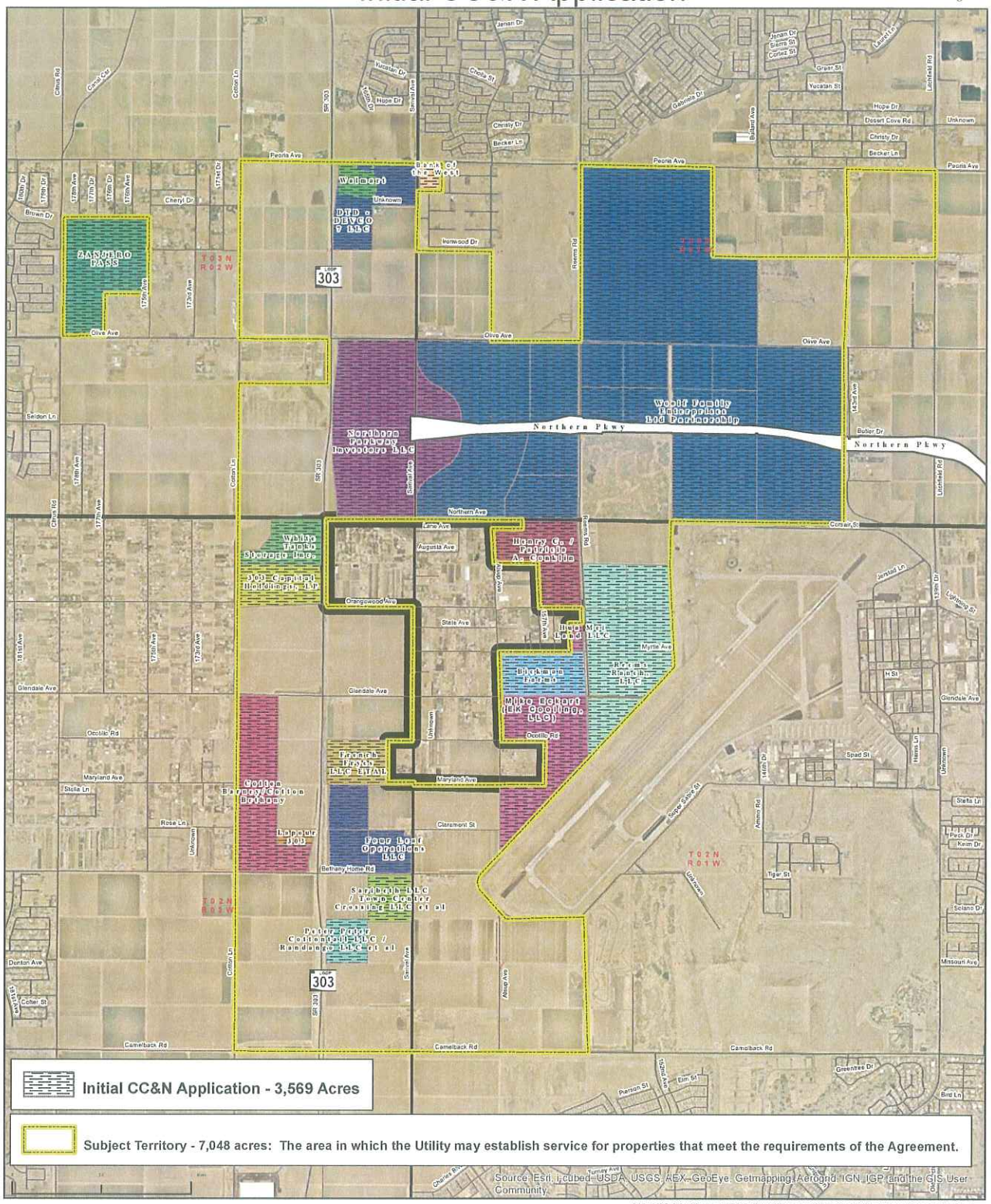
# Initial CC&N Application




October 1 2012 O:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop 303 Phase I Property Owners Exhibit 2_Apr10.pdf

**Participating Properties\Initial CC&N Application – 3,569 Acres: The properties identified below and by corresponding color on the map may be included in the initial application by the Utility to the ACC for a CC&N in accordance with the terms of the Agreement**

- 303 Capital Holdings, LP, (69 ac)
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- Cotton Barney/Cotton Bethany, (160 ac)
- DTD - DEVCO 7 LLC (83ac)
- Four Leaf Operations LLC (109 ac)
- French Frys LLC ETAL (57 ac)
- Henry C. / Patricia A. Conklin (104 ac)
- Hua Mei Land LLC (8 ac)
- Lapour 303, (12 ac)
- Mike Eckart (EK Cooling, LLC) (157 ac)
- Northern Parkway Investors LLC (361 ac)
- Peter Peter Cottontail LLC / Randango LLC et al (39 ac)
- Reems Ranch, LLC (249 ac)
- Saribeth LLC / Town Center Crossing LLC et al (40 ac)
- Walmart (21ac)
- White Tanks Storage Inc. (32 ac)
- Woolf Family Enterprises Ltd Partnership (1,818 ac)
- ZANJERO PASS (168 ac)

*Parcel Size (in acres)


DISCLAIMER

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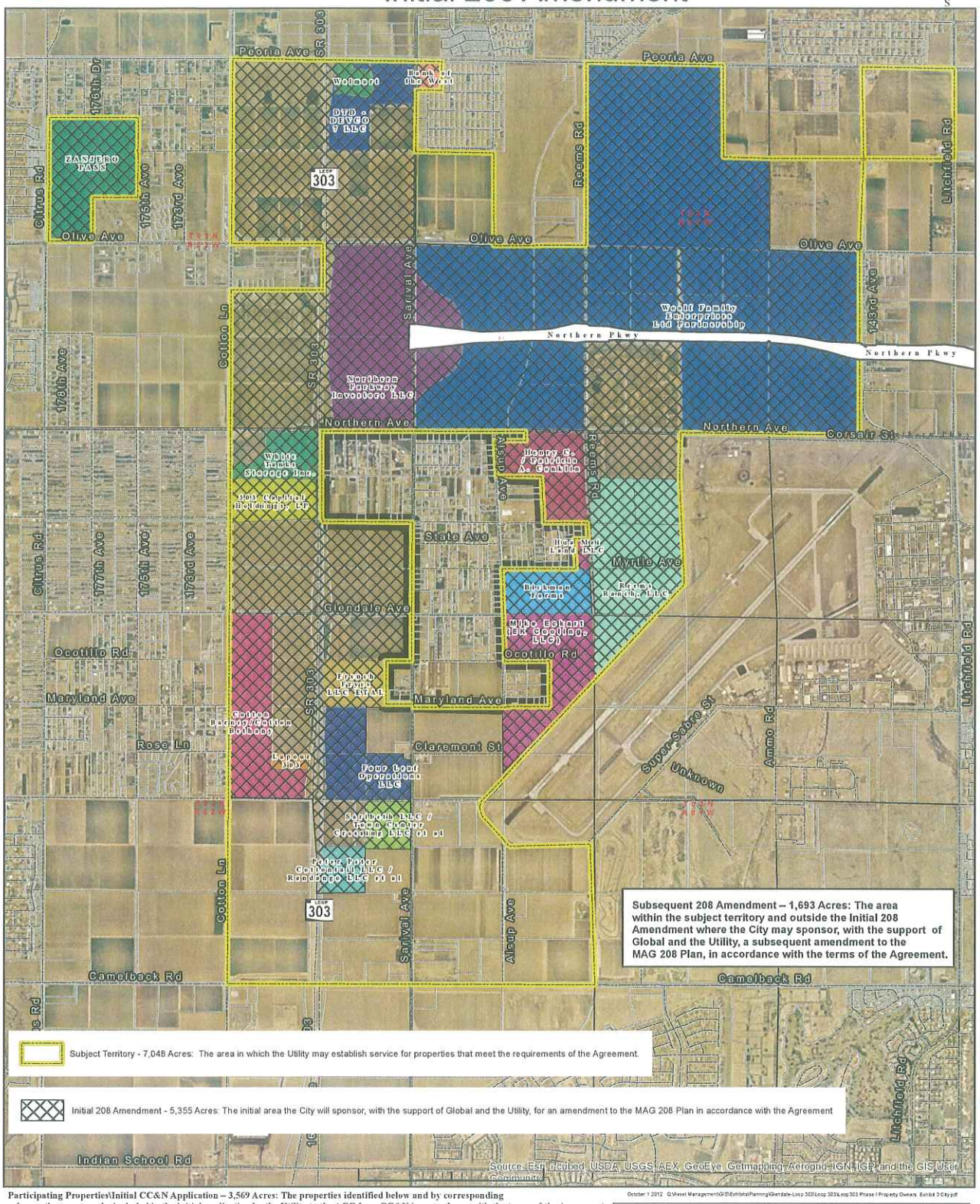
# Exhibit 3
# Initial 208 Amendment

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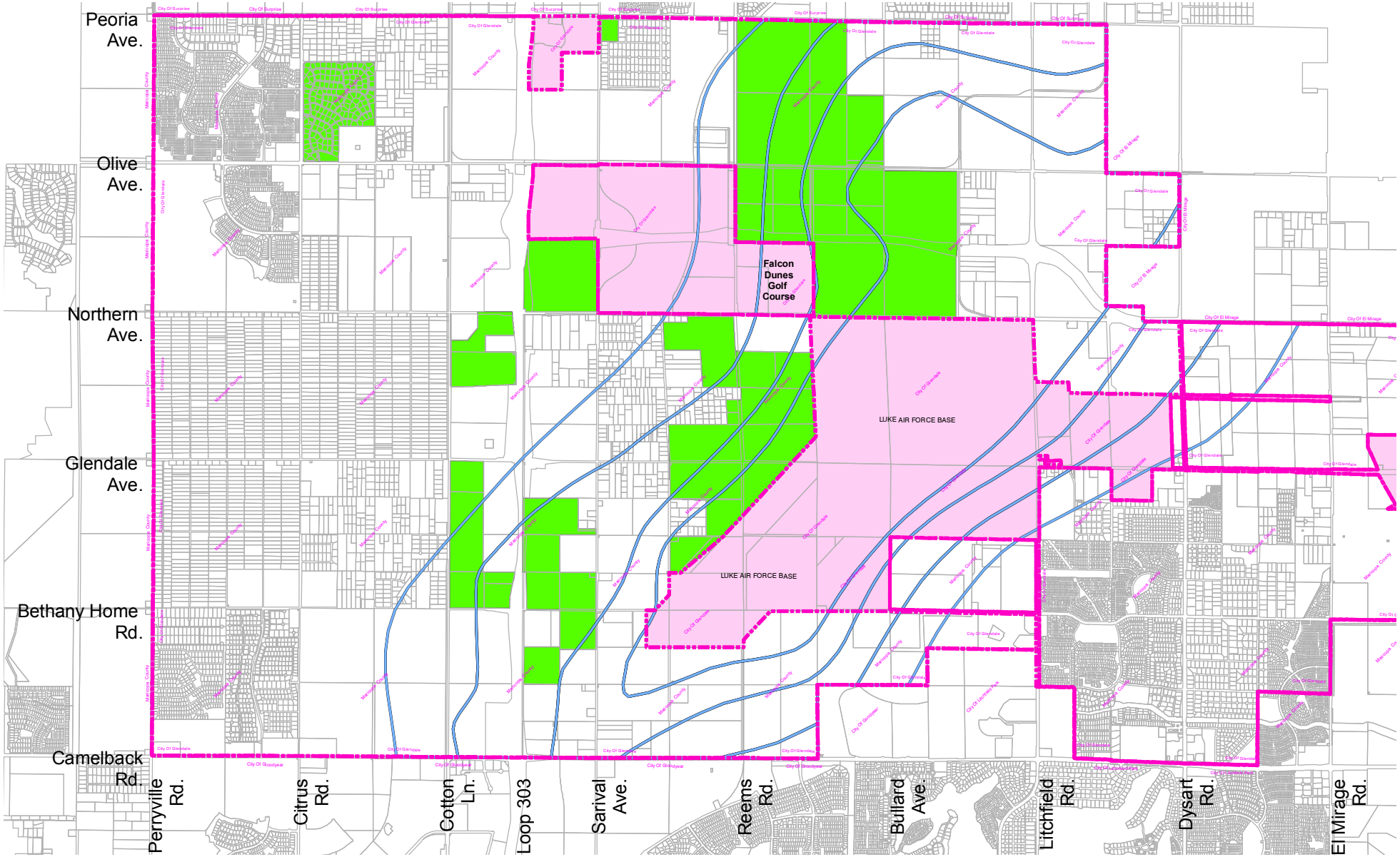
# Loop 303 Corridor Area

**October 2012**




GLENDALE GIS

## Legend

Existing City of Glendale

Annexation Request Participants in Pre Annexation Development Agreement (PADA) Future Annexation

N

Planning