City of Glendale
Council Meeting Agenda

December 10, 2013 – 6:00 p.m.

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

Form of Government
The City of Glendale has a Council-Manager form of government. Policy is set by the elected Council and administered by the Council-appointed City Manager. The 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).

Voting Meetings and Workshop Sessions
Voting meetings are held for Council to take official action. These meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Council Chambers of the Glendale Muncipal Office Complex, 5850 West Glendale Avenue. **Workshop sessions** provide Council with an opportunity to hear presentations by staff on topics that may come before Council for official action. These meetings are generally held on the first and third Tuesday of each month at 1:30 p.m. in Room B3 of the Glendale Muncipal Office complex.

Special voting meetings and workshop sessions are called for and held as needed.

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

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

Meeting Agendas
Generally, paper copies of Council agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting from the City Clerk Department inside Glendale City Hall. Additionally, the agenda and all supporting documents are posted to the city's website, www.glendaleaz.com

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

How to Participate
Voting Meeting - The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card. Public hearings are also held on certain agenda items. If you wish to speak on a particular item listed on the agenda, please fill out a gold Public Hearing Speakers Card. Your name will be called when the Public Hearing on the item has been opened or Citizen Comments portion of the agenda is reached. **Workshop Sessions -** There is no Citizen Comments portion on the workshop agenda.

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.

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

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

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

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

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

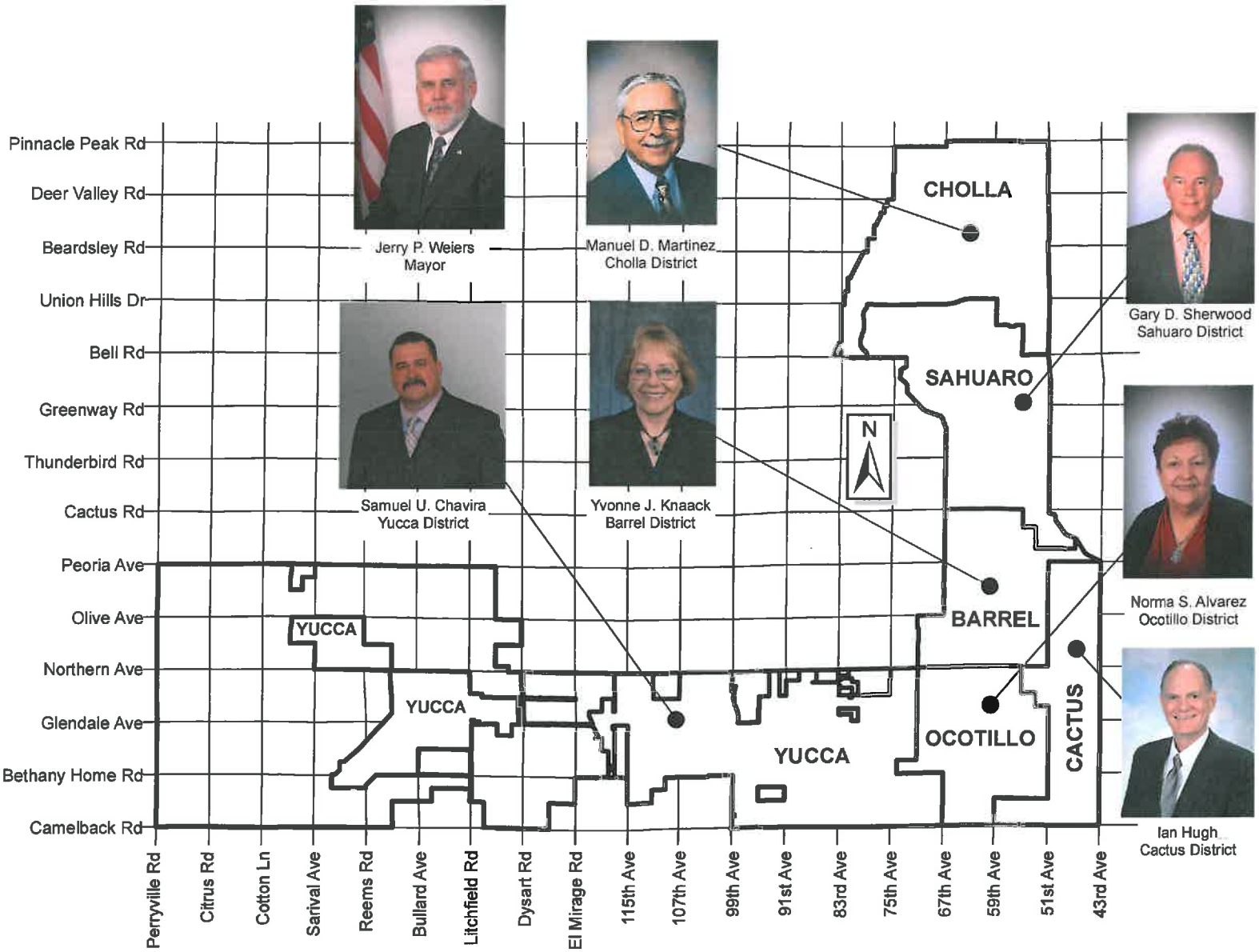
GLENDALE

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

Appointed City Staff
Brenda S. Fischer – City Manager
Michael D. Bailey – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge

GLENDALE AZ

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
December 10, 2013
6:00 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

PRAYER/INVOCATION

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.

APPROVAL OF THE MINUTES OF November 13 and November 26, 2013

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
PRESENTED BY: Councilmember Manuel Martinez

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. AUTHORIZATION TO ENTER INTO A MONTH-TO-MONTH TOWING AGREEMENT EXTENSION WITH DV TOWING, LLC

PRESENTED BY: Debora Black, Police Chief

2. AUTHORIZATION TO REALLOCATE FUNDS, APPROVE ADDITIONAL FUNDING, AND ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH INTERGRAPH CORPORATION FOR THE COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM PROJECT ENHANCEMENTS

PRESENTED BY: Debora Black, Police Chief

3. AUTHORIZATION FOR EXPENDITURE OF FUNDS AND RATIFICATION OF A RENEWAL CONTRACT WITH ENGELMAN BERGER, P.C. FOR LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION

PRESENTED BY: Michael D. Bailey, City Attorney

CONSENT RESOLUTIONS

4. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE MOUNTAIN APACHE TRIBE WATER SETTLEMENT

PRESENTED BY: Michael D. Bailey, City Attorney
RESOLUTION: 4752

5. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM

PRESENTED BY: Sam McAllen, Executive Director, Neighborhood and Human Services
RESOLUTION: 4753

6. AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH SALT RIVER PROJECT FOR THE DESIGN OF ELECTRICAL FACILITIES FOR STREET LIGHTING

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4754

7. AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF GLENDALE MUNICIPAL AIRPORT IMPROVEMENTS

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4755

8. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA TO TRANSFER OWNERSHIP OF EQUIPMENT FOR THE WEST VALLEY METROPOLITAN MEDICAL RESPONSE SYSTEM

PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4756

9. AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH SPRINT SPECTRUM REALTY COMPANY, L.P. FOR PLACEMENT OF UNDERGROUND FIBER-BASED COMMUNICATIONS NETWORK WITHIN PUBLIC RIGHT-OF-WAY

PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4757

BIDS AND CONTRACTS

10. AUTHORIZATION TO RATIFY THE ORIGINAL CONTRACTS WITH DELTA DENTAL, EMPLOYERS DENTAL SERVICES, VSP VISION, AND THE HARTFORD LIFE INSURANCE

PRESENTED BY: Jim Brown, Executive Director, Human Resources and Risk Management

PUBLIC HEARING - ORDINANCES

11. APPROVE REZONING APPLICATION ZON12-05: CASA BONITA – 5432 WEST ESCUDA ROAD (ORDINANCE) (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director
ORDINANCE: 2867

12. APPROVE REZONING APPLICATION ZON13-05: COPPERWING SUD - 11401 WEST GLENDALE AVENUE (ORDINANCE) (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director
ORDINANCE: 2868

RESOLUTIONS

13. AUTHORIZATION TO PAY THE ARIZONA SUPER BOWL HOST COMMITTEE IN SUPPORT OF SUPER BOWL XLIX

PRESENTED BY: Sam McAllen, Executive Director, Neighborhood and Human Services
RESOLUTION: 4758

14. ADOPT A RESOLUTION OF SUPPORT FOR A FINANCIAL POLICY RELATED TO APPROPRIATION AND CASH TRANSFERS

PRESENTED BY: Tom Duensing, Executive Director, Financial Services
RESOLUTION: 4759

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

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,

Brenda S. Fischer, ICMA-CM
City Manager

MINUTES OF
GLENDALE CITY COUNCIL SPECIAL MEETING
Council Chambers
5850 West Glendale Avenue
November 13, 2013
8:30 a.m.

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

Also present were Brenda Fischer, City Manager; Julie Frisoni, Interim Assistant City Manager; Michael Bailey, City Attorney; and Pamela Hanna, City Clerk.

Vice Mayor Knaack called for the Pledge of Allegiance.

A Moment of Silence was observed.

CITIZEN COMMENTS

There were no comments.

Compliance with Article VII, Section 6(c) of the Glendale Charter
A statement was filed by the City Clerk that the 1 resolution and 1 ordinance 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.

RESOLUTION AND ORDINANCE

1. AMENDMENT TO GLENDALE CITY CODE CHAPTER 17, FLOODPLAIN MANAGEMENT (RESOLUTION AND ORDINANCE)

PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4742
ORDINANCE: 2863

This is a request for City Council to waive reading beyond title and adopt a resolution and waive reading beyond title and adopt an ordinance and declaring an emergency modifying Glendale City Code relating to Floodplain Management, specifically Chapter 17, Article I,

Sections 17.2; 17.4-17.5; 17.7-17.14; Article II, Section 17.26; Sections 17.28-17.29; Article III, Sections 17.41-17.44; Section 17.46; 17.48; 17.50, and adding the new Sections 17.51, 17.52 to City Code.

The changes direct modifications to types of development allowed in floodplain areas, building and construction standards for structures in floodplains, along with procedural and administrative changes to develop in floodplains. The ordinance has an effective date of November 13, 2013.

Mr. Kent said FEMA has been working with cities and the state to update floodplain ordinances, which state what development, may occur in a floodplain and the protections that should be in place. Mr. Kent said a floodplain appeals board will be created with this ordinance to review decisions made and a property owner may appear any decisions to this board.

Councilmember Alvarez asked when the federal government served notice about this resolution and ordinance. Mr. Kent said notice was received back in April and they have been working since then to get this issue resolved. Councilmember Alvarez commented that Mr. Kent will now be in charge of submitting this information on time. Councilmember Alvarez said Mr. Kent has been one of the most responsive directors and she knew he would make sure this is completed in a timely manner.

RESOLUTION NO. 4742 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "CHAPTER 17, FLOODPLAIN MANAGEMENT."

It was moved by Councilmember Hugh, and seconded by Councilmember Sherwood, to pass, adopt and approve Resolution No. 4742 New Series, declaring an emergency. The motion carried unanimously.

ORDINANCE NO. 2863 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 17, FLOODPLAIN MANAGEMENT, BY REPEALING IT IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 17, FLOODPLAIN MANAGEMENT ORDINANCE; AND DECLARING AN EMERGENCY.

It was moved by Councilmember Hugh, and seconded by Councilmember Sherwood, to approve Ordinance No. 2863 New Series, declaring an emergency. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

Councilmember Sherwood thanked staff and the City Manager's office for their quick response for expediting this revised ordinance dealing with floodplain management. He said their prompt actions limited the citizens' exposure and the city's liability.

COUNCIL COMMENTS AND SUGGESTIONS

None.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:40 a.m.

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Pamela Hanna - City Clerk

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
November 26, 2013
6:00 p.m.

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

Also present were Brenda Fischer, City Manager; Julie Frisoni, Interim Assistant City Manager; Michael Bailey, City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance.

The prayer/invocation was given by Pastor Kim Gladding, First United Methodist Church of Glendale.

CITIZEN COMMENTS

Mayor Weiers said due to the large number of speakers for this item, each person would have three minutes.

Kim Baker, an Avondale resident, spoke about the Jesshye Shockley case. He said he is baffled why Detective Geisler asked him where Jesshye was when he met with him. He said the Council needs to look into this.

Ken Jones, an Ocotillo resident, said the Council is spending money the city doesn't have. He said they should talk about bankruptcy when discussing next year's budget. He suggested the Council begin working with the Coyotes' owner. He said the arena is going to cost over $12 million this year. He asked where the city is going to find the money. He said they need a public vote about the casino. He said the public hasn't been told the truth about the casino. He said the Council has created conflicts with neighboring cities. He asked they put the casino issue on the ballot.

Arthur Thurston, a Cactus resident, said the Coyotes are driving the city into a hole. He said the casino should have been done months ago and people should be in the city spending

money. He said the Council should start running the city like a business and making money.

Ken Sturgis, a Yucca resident, spoke about Councilmember Alvarez 's request to have a monthly report about the arena management fee and also he heard the City Manager wanted to hire an administrator as a watchdog for this agreement. He said none of these things had been done. He spoke about going to the Follow Your Money website and the monies which have been collected so far. He said revenues are falling short by almost $8 million and asked what will become of the city during the next budget talks.

B.J. Becker, a Cactus resident, said the City Manager is doing a wonderful job. He said the casino began with deceit and he did not think it was a good idea to deal with those who want to bring the casino to the city.

Larry Pitts, a Cactus resident, said the Council is not taking into consideration what the casino is going to do to Westgate. He said the casino will hurt Westgate. He said the Westgate restaurants will suffer and the casino will impact the high school across the street as well. He said it is wrong to put a casino that close to the school and the homes that are out there. The casino will put an extra burden on police and fire.

Jack Shoop, a Sahuaro resident, thanked Mayor and Council for the job they do every day. He asked the Council to stay the course and make the right decision about the casino. He said he does not think the casino is a good idea for the city.

Robin Berryhill, an Ocotillo resident, said everyone is speaking about deceit this evening and both the city and the Tohono O'Odham are guilty of deceit. She said the city needs to look at the giveaways the city has done over the years, including the Coyotes, Camelback Ranch and tax incentives. She said the city should sit down with the Tohono O'Odham and work with them on what is built on the land. She complained about Mayor Weiers reducing each speaker's time from five to three minutes.

Eric Biallas, a Sahuaro resident, said he has never seen anything from the city which talks about the deal with the casino. He also spoke about the letter he received from the Mayor about the casino. He said he would like to see a statement of the facts of what has occurred from the city.

Anna Lee, a Sahuaro resident, said she is a member of a tribe and gets emails from the Tohono O'Odham (TO) about why they should build the casino. She said the TO talks about the money that they will bring to the city. She said she is a vendor for the TO and their goal is to get the people in and keep them in the casino. She said this is not fair to the surrounding area. She said the TO also has tribal preference for their employees.

Jay Maynes, a Cactus resident, talked about the reasons for the casino. He said people fear that the casino will bring crime and violence to the area. He said every one of the casinos he has ever been in has been safe and clean. He said the age group of people frequenting the casinos is about 40 to 90.

Douglas Martin, a Yucca resident, is confused about why people don't want the casino. He discussed several reasons why citizens don't want the casino built. He spoke about the various donations made by the Indian nations. He said Council needs to use common sense and act accordingly, make sure the casino doesn't raise taxes and employs Glendale residents.

Ron Kolb, an Ocotillo resident, supports the casino. He said jobs for construction and hospitality would be great. He said the casino brings in competition and competition makes us healthy. He said he doesn't understand the hostility with the opposition to the casino. He said having the casino would be historic for the west valley. He said he didn't understand why the city isn't positioning itself to take advantage of what may come. He would like to see a business committee made up of business community members to liaison with the TO nation to work out some of the problems.

Gary Lammé, a Sahuaro resident, said he has volunteered thousands of hours to the city. He said since the land is located in Maricopa County, it is not taxable by the city. He said since the tribe is a sovereign nation and has its own police force, additional Glendale police officers will not be needed to keep the peace at the casino. He went over several facts about security and the age of patrons of the casino. He spoke about the financial situation the city is in right now.

Bob Gonzalo, a Barrel resident, spoke about the letter from the Mayor. He said he was appalled by the letter and expected the Mayor to talk about how he is going to run programs and pay employees of the city. He said the Mayor and Councilmember Martinez are lobbying for the Gila River Indian Reservation.

Rick Harper, a Sahuaro resident, said he was for the casino. He said a lot of money has been spent on attorney's fees. He said it was time to stop arguing and get the casino in so more people would come to the city, stay and spend money. He said Council needs to make sure the money goes to the city.

Joe Tassonari said every construction job he has done on a reservation, the tribe has burned him. He said the tribe can do whatever it wants. He said he does not want the casino in his backyard.

Carl Watson, a Cholla resident, said he has heard statements that he did not know about from the other speakers about the casino. He said he doesn't like some of the statements he has heard tonight about the Mayor and Council. He spoke about what he had read in an article in the newspaper. He asked the Mayor and Council stick to the facts and let the law take care of itself.

Bonnie Steiger, a Sahuaro resident, said she is against the casino because it will be sovereign land within the city. She said when she visits the casino; she does not spend any money in the area surrounding the casino.

Ray Soza, a Yucca resident, said he hasn't seen any problems with the other casinos he had visited in the valley. He said the neighborhoods around the other casinos are nice and there are no problems.

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

A statement was filed by the City Clerk that the 9 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 October, 22, 2013 City Council Meeting

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to dispense with the reading of the minutes of the October 22, 2013 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
PRESENTED BY: Councilmember Manuel Martinez

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

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				
Joseph Mascaro	Cholla	Appointment	11/26/2013	11/24/2015
Marc Terrill – Chair	Sahuaro	Appointment	11/26/2013	11/24/2014
Citizens Transportation Oversight Commission				
Jennifer Cameron	Barrel	Appointment	11/26/2013	07/25/2014
Glendale Municipal Property Corporation				
Ron Cantrell	Yucca	Reappointment	12/01/2013	12/01/2014
Art Dobbelaere	Cholla	Reappointment	12/01/2013	12/01/2014
Donald Knafels	Cactus	Reappointment	12/01/2013	12/01/2014
Leland Peterson	Cactus	Reappointment	12/01/2013	12/01/2014
Roger Schwierjohn	Sahuaro	Reappointment	12/01/2013	12/01/2014
Parks & Recreation Advisory Commission				
Yesenia Rascon – Teen	Ocotillo	Appointment	11/26/2013	05/27/2014

Personnel Board				
Herbert Haley – Chair	Yucca	Appointment	12/22/2013	12/22/2014
Bud Zomok – Vice Chair	Ocotillo	Appointment	12/22/2013	12/22/2014
Water Services Advisory Commission				
John Sipple	Cholla	Appointment	11/26/2013	09/10/2016

It was moved by Councilmember Martinez, and seconded by Vice Mayor Knaack, to appoint Joseph Mascaro and Marc Terrill to the Aviation Advisory Commission; Jennifer Cameron to the Citizen Transportation Oversight Commission; Ron Cantrell, Art Dobbelaere, Donald Knafels, Leland Peterson, and Roger Schwierjohn to the Glendale Municipal Property Corporation; Yesenia Rascon to the Parks & Recreation Advisory Commission; Herbert Haley and Bud Zomok to the Personnel Board; and John Sipple to the Water Services Advisory Commission, for the terms listed above. The motion carried unanimously.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 1 through 8.

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

This is a request for City Council to approve a special event liquor license for Knights of Columbus - St. Helen Council 11738. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Tuesday, December 31, 2013, from 6:30 p.m. to 1 a.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. APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS - PADRE SERRA COUNCIL 7114
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for Knights of Columbus - Padre Serra Council 7114. The event will be held at St. Raphael Catholic Church inside Heaber Hall located at 5525 West Acoma Road on Saturday, January 25, 2014, from 6 p.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.

3. APPROVE SPECIAL EVENT LIQUOR LICENSE, ARIZONA SPORTS FOUNDATION

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for the Arizona Sports Foundation. The event will be held at University of Phoenix Stadium, North Orange Lot and the Great Lawn located at 1 North Cardinals Drive on Wednesday, January 1, 2014, from 10 a.m. to midnight. The purpose of this special event liquor license is for the Tostitos Fiesta Bowl football game.

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

4. APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for the Glendale Arts Council. The event will be held at Sahuaro Ranch Park located at 9802 North 59th Avenue on Friday, January 10, 2014, from 7 p.m. to 9 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.

5. APPROVE LIQUOR LICENSE NO. 5-11620, HENSLEY & COMPANY
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 4 (Wholesaler) license for Hensley & Company located at 5107 North 51st Avenue. The Arizona Department of Liquor Licenses and Control application (No. 04077054) was submitted by Robert Michael Delgado.

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

6. AUTHORIZATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL FOR DESIGN SERVICES FOR THE GRAND CANAL MULTIUSE PATHWAY AND MARYLAND AVENUE BIKE ROUTE SPOT IMPROVEMENTS
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

Staff is requesting City Council authorize the City Manager to enter into Amendment No. 2 to the Professional Services Agreement with CH2M HILL, for the design of the Grand Canal Multiuse Pathway and Maryland Avenue Bike Route Spot Improvements, in an amount not to exceed $176,586. This amendment is necessary due to a recently adopted Arizona Department of Transportation (ADOT) policy to suspend self-administration of projects. These two improvement projects are located in the Yucca District.

7. AUTHORIZATION FOR CITY MANAGER TO RECLASSIFY EXISTING POSITIONS WITHIN THE ORGANIZATION

PRESENTED BY: Jim Brown, Executive Director, Human Resources and Risk Management

This is a request for City Council to authorize the City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 10 of the Fiscal Year 2013-14 Budget.

8. REQUEST TO RATIFY A PURCHASE, AUTHORIZE THE EXCHANGE OF EQUIPMENT, AND APPROVE AN INCREASE IN THE EXPENDITURE AMOUNT WITH PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA

PRESENTED BY: Debora Black, Police Chief

This is a request for City Council to ratify the purchase of NetMotion licenses from Panasonic System Communications Company of North America (Panasonic), approve the exchange of equipment, and authorize an increase in the expenditure amount with Panasonic by $100,000 to purchase additional equipment, bringing the total not to exceed amount to $1,400,000.

It was moved by Vice Mayor Knaack and seconded by Councilmember Chavira, to approve the recommended actions on Consent Agenda Item Nos. 1 through 8, and to forward Special Event Liquor License Application for Knights of Columbus – St. Helen Council 11738; Special Event Liquor License Application for Knights of Columbus – Padre Serra Council 7114; Special Event Liquor License for Arizona Sports Foundation; Special Event Liquor License for Glendale Arts Council, and Liquor License No. 5-11620, for Hensley & company to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

CONSENT RESOLUTIONS

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 9 through 16 by number and title.

9. AUTHORIZATION TO ACCEPT ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS

PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4743

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept Governor's Office of Highway Safety (GOHS) grants in the total amount of $155,311.05.

RESOLUTION NO. 4743 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF FIVE GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS ON BEHALF OF THE GLENDALE POLICE DEPARTMENT

10. AUTHORIZATION TO ENTER INTO MODIFICATION NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE UNIVERSITY FOR THE SMART POLICING INITIATIVE

PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4744

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Modification No. 1 to the Intergovernmental Agreement (IGA) with Arizona State University (ASU) for the Smart Policing Initiative. The modification would extend the period of performance one additional year.

RESOLUTION NO. 4744 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 MODIFICATION NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE UNIVERSITY FOR THE SMART POLICING GRANT PROGRAM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

11. AUTHORIZATION FOR PAYMENT OF THE ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2013-14 PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX

PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4745

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the payment of the annual amortized equipment and dispatch costs for Fiscal Year (FY) 2013-14 pursuant to the Intergovernmental Agreement (IGA) with the City of Phoenix Fire Department for dispatching and communication services in an amount not to exceed $1,256,430.18. This action will approve payment pursuant to the IGA.

RESOLUTION NO. 4745 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 PAYMENT OF THE ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2013-2014 PURSUANT TO INTERGOVERNMENTAL AGREEMENT NO. 106007 WITH THE CITY OF PHOENIX PERTAINING TO PARTICIPATION IN THE PHOENIX FIRE DEPARTMENT REGIONAL SERVICE SYSTEM IN ORDER TO MORE EFFECTIVELY PROVIDE EMERGENCY FIRE, MEDICAL AND OTHER SERVICES.

12. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY TO ACCEPT 2013 GRANT FUNDS

PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4746

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Salt River Pima-Maricopa Indian Community (SRPMIC) to accept 2013 grant funds in the amount of $427,442.33.

Ken Sturgis, a Yucca resident, went over the history of the Indian Gaming Preservation and Self Reliance Act, which allows tribes to distribute part of their annual gaming revenues to cities, towns and counties of the tribe's choosing for government services that benefit the public. He also discussed the two Pima Indian casinos which were located in Scottsdale. He asked if accepting this grant looked like a conflict of interest when this tribe is trying to keep the TO from building a casino in Glendale.

Arthur Thruston, a Cactus resident, said the city has taken thousands of dollars from the Gila Indian tribe and they want to buy the city. He said this is a payoff. He said it is time to work as a business and get the casino issue settled. He said the city needs to drop the lawsuits and litigation. He spoke about Chief Black being one of the few female police chiefs in the country.

RESOLUTION NO. 4746 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 TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY TO ACCEPT FUNDS IN THE AMOUNT OF $427,442.33 PURSUANT TO REVENUE SHARING PROVISIONS OF STATE LAW RELATING TO INDIAN GAMING TO FUND SERVICES AND PROGRAMS BENEFITTING THE GENERAL PUBLIC; AUTHORIZING DISBURSEMENT OF GRANT FUNDS TO DESIGNATED RECIPIENT FOR DELINEATED PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY AGREEMENTS OR DOCUMENTS FOR THE DISBURSEMENT OF FUNDS TO FIGHTER COUNTRY FOUNDATION.

13. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 10 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING AND OPERATIONS
PRESENTED BY: Sam McAllen, Executive Director, Neighborhood and Human Services
RESOLUTION: 4747

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 10 to the intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations.

RESOLUTION NO. 4747 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 AMENDMENT NO. 10 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

14. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH CITY OF PHOENIX FOR TREATED SEWER SERVICE EXPANSION

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services
RESOLUTION: 4748

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to the Intergovernmental Agreement with the City of Phoenix for treated sewer service expansion.

RESOLUTION NO. 4748 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 AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE PERTAINING TO TREATED SEWER SERVICE TO AN AREA LOCATED IN PHOENIX NEAR THE NORTHEAST CORNER OF 51ST AVENUE AND LOOP 101.

15. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH CITY OF PHOENIX FOR TREATED WATER SERVICE EXPANSION

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services
RESOLUTION: 4749

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to an intergovernmental agreement with the City of Phoenix for treated water service expansion.

RESOLUTION NO. 4749 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 AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX AND THE CITY OF GLENDALE PERTAINING TO TREATED WATER SERVICE TO AN AREA LOCATED IN PHOENIX NEAR THE NORTHEAST CORNER OF 51ST AVENUE AND LOOP 101.

16. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH SALT RIVER PROJECT FOR SWEETWATER LIFT STATION DESIGN AND CONSTRUCTION

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services
RESOLUTION: 4750

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Salt River Project (SRP) for the design and construction of electrical facilities improvements at the Sweetwater Sewer Lift Station.

RESOLUTION NO. 4750 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 ENTITLED "CITY OF GLENDALE DISTRIBUTION DESIGN AND CONSTRUCTION CONTRACT" WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR DESIGN AND CONSTRUCTION OF ELECTRICAL FACILITIES AT THE LOCATION OF SWEETWATER LIFT STATION WITHIN GLENDALE CITY LIMITS.

It was moved by Vice Mayor Knaack and seconded by Councilmember Martinez, to approve the recommended actions on Consent Agenda Item Nos. 9 through 16, including the approval and adoption of Resolution No. 4743 New Series, Resolution No. 4744 New Series, Resolution No. 4745 New Series, Resolution No. 4746 New Series, Resolution No. 4747 New Series, Resolution No. 4748 New Series, Resolution No. 4749 New Series, Resolution No. 4750 New Series; The motion carried with Councilmember Alvarez voting nay.

BIDS AND CONTRACTS

17. AWARD OF BID AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH GARNEY COMPANIES, INC. FOR EQUIPMENT MAINTENANCE AT THE WEST AREA WATER RECLAMATION FACILITY
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

This is a request for City Council to award a bid and authorize the City Manager to enter into an agreement with Garney Companies, Inc. to repair equipment at the West Area Water Reclamation Facility in an amount not to exceed $367,310.

Mr. Johnson said this work is essential and critical to the water reclamation process for continued regulatory compliance.

It was moved by Councilmember Chavira, and seconded by Councilmember Hugh, to award a bid and authorize the City Manager to enter into an agreement with Garney Companies, Inc. to repair equipment at the West Area Water Reclamation Facility. The motion carried unanimously.

18. AWARD OF PROPOSAL 13–36 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ARIZONA GENERATOR TECHNOLOGY FOR TEMPORARY POWER GENERATORS AND ACCESSORIES
PRESENTED BY: Julie Watters, Interim Executive Director, Communications

This is a request for City Council to award Request for Proposal (RFP) 13-36 and authorize the City Manager to enter into a five-year agreement with Arizona Generator Technology for temporary power generators, cabling and distribution boxes for city festivals.

If approved, this agreement will ensure the temporary power generation and distribution necessary to provide power to vendors, sponsors, media, performance stages, rides and attractions in areas such as Murphy Park and city streets where these festivals are held to successfully produce each festival.

It was moved by Councilmember Hugh, and seconded by Vice Mayor Knaack, to award Request for Proposal (RFP) 13-36 and authorize the City Manager to enter into a five-year agreement with Arizona Generator Technology for temporary power generators, cabling and distribution boxes for city festivals. The motion carried unanimously.

19. AWARD OF PROPOSAL 14-09 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH TOTAL EVENTS AND MORE FOR EVENT STAFFING
PRESENTED BY: Julie Watters, Interim Executive Director, Communications

This is a request for City Council to award request for proposal (RFP) 14-09 authorizing the City Manager to enter into a five-year agreement with Total Events and More, doing business as T.E.A.M. Security, for providing security personnel for city festivals.

If approved, this agreement will ensure the security personnel needed to staff areas such as liquor consumption area (beer tent), perimeter fence openings, parking lots, stages, as well as other key staffing needs; will be available at designated times/quantities necessary to produce City of Glendale festivals.

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to award request for proposal (RFP) 14-09 authorizing the City Manager to enter into a five-year agreement with Total Events and More, doing business as T.E.A.M. Security, for providing security personnel for city festivals. The motion carried unanimously.

20. AWARD OF PROPOSAL 14-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PRO EM PARTY AND EVENT RENTALS FOR TENTS AND ACCESSORIES
PRESENTED BY: Julie Watters, Interim Executive Director, Communications

This is a request for City Council to award Request for Proposal (RFP) 14-11 and authorize the City Manager to enter into a five-year agreement with Pro Em Party and Event Rentals for rental of festival tents, tables, chairs and other various event equipment supplies for city festivals.

If approved, this agreement will ensure the tents and accessories necessary to accommodate vendors, sponsors and media to operate in areas such as Murphy Park and

city streets where these festivals are held are available to successfully produce each festival.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Sherwood, to award Request for Proposal (RFP) 14-11 and authorize the City Manager to enter into a five-year agreement with Pro Em Party and Event Rentals for rental of festival tents, tables, chairs and other various event equipment supplies for city festivals. The motion carried unanimously.

ORDINANCES

21. ADOPT AN ORDINANCE UPDATING THE CITY'S SIGNATURE AUTHORITY FOR BANKING TRANSACTIONS AND APPOINTING A CITY TREASURER
PRESENTED BY: Tom Duensing, Executive Director, Financial Services
ORDINANCE: 2864

This is a request for City Council to waive reading beyond the title and adopt an ordinance updating the city's signature authority for banking transactions and appointing Thomas Duensing, Executive Director of Financial Services, as City Treasurer. The city signature authorizations are updated periodically due to changes in the organization. The appointment of a City Treasurer is authorized by the Glendale City Charter.

Mr. Duensing said the appointment of a City Treasurer, gives that appointee the responsibility to accept custody of all the city's transactions and responsibilities therein.

ORDINANCE NO. 2864 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 DESIGNATED OFFICERS TO DEPOSIT CITY FUNDS IN DESIGNATED BANK; DIRECTING SAID BANK TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.

It was moved by Councilmember Martinez, and seconded by Councilmember Chavira, to approve Ordinance No. 2864 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

22. ADOPT AN ORDINANCE APPROVING FISCAL YEAR 2013-14 BUDGET AMENDMENTS
PRESENTED BY: Tom Duensing, Executive Director, Financial Services
ORDINANCE: 2865

This is a request for City Council to consider and approve Fiscal Year (FY) 2013-14 budget amendments. The City of Glendale's total FY 2013-14 budget appropriation across all funds is unchanged. Exhibit A reports Capital Improvement Project (CIP) carryover appropriation adjustments and transfers of appropriation consistent with the City Charter.

Staff is requesting that Council waive reading beyond the title and adopt an ordinance approving the FY 2013-14 budget amendments.

Mr. Duensing said they estimate the carryover funds and depending on what happens in the fiscal year, the necessary action is to go through and reduce those appropriations. This will bring the project funding down so it's not overspent. The second part of this action is a request to approve appropriation transfers, which is consistent with the City Charter. Mr. Duensing added that they will be bringing forward a comprehensive transfer policy at the next evening meeting. He said this action does adhere to the policy they will be bringing forth.

ORDINANCE NO. 2865 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 ADJUSTMENT OF CAPITAL IMPROVEMENT PROJECT CARRYOVER APPROPRIATIONS AND THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2013-2014 BUDGET.

It was moved by Councilmember Hugh, and seconded by Councilmember Chavira, to approve Ordinance No. 2865 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

23. <u>ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE III, DIVISION 2, SECTION 2-68 (UNCLASSIFIED AND CLASSIFIED SERVICE), AND REVISING HUMAN RESOURCES POLICIES 201, 513 AND 514</u>

PRESENTED BY: Jim Brown, Executive Director, Human Resources and Risk Management

ORDINANCE: 2866

This is a request for the City Council to waive reading beyond the title and adopt an ordinance amending Glendale City Code, Chapter 2, Article III, Division 2, Section 2-68 (Unclassified and classified service) and to approve changes to Human Resources Policies 201 – Employment; 513 – Discipline; and 514 – Grievances in order to align these policies with the revised code.

Mr. Brown said these changes will not impact any individuals currently in those positions, who are not probationary. Expanding the unclassified service positions will remove appeals rights and grievance rights for those employees who are in those unclassified positions and it places them into an at-will status. He said changes to the City Code were taken to the Personnel Board on November 7, 2013 for review and feedback. The Personnel Board recommended proceeding with the changes in policies, but they believed the unclassified positions in the appointed officials' offices should be limited to exempt positions only. Staff recommends both exempt and nonexempt positions in the City Manager's, City Attorney's and City Clerk's Offices be unclassified. He said these changes are supported by the City Attorney.

Councilmember Hugh asked what would be served by changing these positions. Mr. Brown said it is not uncommon that higher positions be at-will so if new appointed officials come in it gives them flexibility and they can require a higher level of accountability. Councilmember Hugh asked what was wrong with the way it was done now. Mr. Brown said the current process includes appeal rights for every employee in the city, up to the Assistant City Manager level, and the only employees that don't have the right of appeal are the appointed officials.

Councilmember Martinez asked if that included a receptionist or someone answering the phones in the City Council office. Mr. Brown said that is correct, it would include all the positions in those appointed official's offices. Councilmember Martinez said he did not support this. He said in those types of positions, it makes it too easy to dismiss someone without good reason. He said there is something about it that troubles him when those kinds of positions are at-will employees.

Councilmember Alvarez said she disagreed with this as well. She said the employee has a right to appeal and it is not right to just dismiss someone.

Councilmember Martinez asked if this had previously come to a workshop. Mr. Brown said changes to the ordinance were not discussed in a workshop. Councilmember Martinez suggested tabling this item and putting it to a workshop for further discussion. He said it did not sound right to just make everyone an at-will employee.

Councilmember Martinez moved, seconded by Councilmember Alvarez to table this item and to take it to a workshop.
In order to allow additional discussion of the item;

Councilmember Martinez, seconded by Councilmember Alvarez moved to withdraw the motion..

Councilmember Sherwood said it does give flexibility to leadership, for both appointed and voted in leaders. He said if someone is not a good fit, it gives an opportunity for a transfer, not necessary firing the employee. He said he supports this ordinance.

Councilmember Alvarez asked which other cities are doing this. Mr. Brown said different cities have different unclassified definitions. Some cities' policy is all exempt employees are at-will and nonexempt are not. He said other cities in the valley have similar classified and unclassified definitions. Councilmember Alvarez said she does not support this.

Councilmember Martinez said he was surprised and disappointed that this showed up on the agenda without vetting it in a workshop. Ms. Fischer took responsibility for putting this on the agenda at this time.

Vice Mayor Knaack agreed with Councilmember Martinez. She said it should have been brought to workshop because it affects a lot of people. She would like to talk about it in a

workshop. She could understand it at a higher level, but is concerned about it affecting the line level employees.

Councilmember Chavira agreed this should go to a workshop.

Mayor Weiers said this is not new to him, as the State of Arizona has this policy. He said anytime new management comes in and can't make the changes they need to, it makes their job very difficult. He said the current employees are protected, and any new employees would know up front.

Councilmember Martinez said when he worked for the State years ago, this was not the policy.

Mayor Weiers said the state legislative and executive branches of government do have this policy.

Councilmember Martinez asked about the city's current policy, if new employees were put on probation for six months. Mr. Brown said that was correct. Councilmember Martinez said a supervisor might keep track of a new employee as they learned their job and would be given an opportunity to correct any mistakes, but if they were unable to perform their job duties, they would be terminated at the end of their probationary period. Mr. Brown said that was correct.

ORDINANCE NO. 2866 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE III, DIVISION 2, SECTION 2-68 RELATING TO UNCLASSIFIED AND CLASSIFIED SERVICE, AND SETTING FORTH AN EFFECTIVE DATE.

It was moved by Councilmember Martinez, and seconded by Vice Mayor Knaack, to table this item. Motion carried with Sherwood voting nay.

RESOLUTIONS

24. APPROVAL OF WORKERS' COMPENSATION TRUST FUND 2014 INDUSTRIAL COMMISSION OF ARIZONA SELF-INSURANCE RENEWAL AND SECURITY DEPOSIT EXEMPTION

PRESENTED BY: Dianne Shoemake, Risk Manager, Human Resources & Risk Management

RESOLUTION: 4751

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the approval of workers' compensation trust fund 2014 Industrial Commission of Arizona (ICA) self-insurance renewal and exemption from security deposit. This resolution states the city provides sufficient funding to cover liabilities for workers' compensation claims and allows ICA to waive the requirement to post a security deposit.

Ms. Shoemake said ICA allows government entities to waive posting of a security deposit and the city does meet the criteria for not posting a security deposit. She said the Workers' Compensation Trust Fund is adequately funded to meet the requirements.

RESOLUTION NO. 4751 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REQUESTING EXEMPTION FROM THE REQUIREMENT BY THE INDUSTRIAL COMMISSION OF ARIZONA TO POST SECURITY FOR THE CITY OF GLENDALE'S SELF-INSURED WORKERS' COMPENSATION CLAIMS.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to pass, adopt and approve Resolution No. 4751 New Series. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to hold a City Council Workshop at 1:30 p.m. in the Council Chambers, Room B-3 on Tuesday, December, 3, 2013, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Sherwood went with the Water Services Department to a water main break at Arrowhead Mall. He said was in awe of the way the crew handled it. He said there were several incidents due to the rain. He complimented the Water Services Department. He said they were trying the having the public speak in the beginning of the agenda. He said he will not support this after the trial period. He wished everyone a Happy Thanksgiving.

Councilmember Alvarez said she owed it to the residents to allow them to speak at the beginning of the meeting. She said putting the speakers at the end of the meeting makes it seem like the Council doesn't want to hear what they have to say.

Councilmember Martinez thanked everyone that showed up for the meeting tonight, including all the speakers. He wished everyone a Happy Thanksgiving.

Councilmember Hugh thanked all the speakers this evening. He said the 6:00 p.m. start time works well.

Councilmember Chavira thanked all the speakers and participants. He wished the citizens and employees a safe and Happy Thanksgiving.

Vice Mayor Knaack wished everyone a safe and Happy Thanksgiving.

Mayor Weiers said Glendale Glitters was this Friday evening and urged everyone to come down and enjoy the 20th anniversary. He also said December 7th, Glendale will have its first Christmas parade. He told everyone to have a safe and happy holiday.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:03 p.m.

_____

Pamela Hanna - City Clerk

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**APPROVE RECOMMENDED APPOINTMENTS TO 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				
Victoria Rogen – Vice Chair	Mayoral	Appointment	12/10/2013	11/24/2014
Parks & Recreation Advisory Commission				
Robert Irons	Cholla	Appointment	12/10/2013	04/09/2014
Planning Commission				
Cameron Berryhill	Ocotillo	Appointment	12/10/2013	03/25/2015

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO A MONTH-TO-MONTH TOWING AGREEMENT EXTENSION WITH DV TOWING, LLC**
Staff Contact:	**Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a month-to-month extension to the towing agreement with DV Towing, LLC, for no longer than nine months.

Background

The city's current agreement with DV Towing, LLC expires on December 31, 2013. Staff would like to extend the current agreement with DV Towing, LLC to provide more time for the city to draft a Request for Proposal (RFP) for a towing agreement with more favorable terms to the city.

Although the towing contract is a city-wide contract impacting many departments within the city, the Police Department is the liaison for the contract. The Police Department has been working with Materials Management on the solicitation process since last year. Materials Management has requested more time to complete an RFP. It is estimated that the RFP and new towing agreement will be ready by the end of December, and the solicitation will take no more than nine months to complete.

Analysis

Having a towing agreement in place ensures timely-responses to incidents and set fees for services. In addition to towing agreements being more efficient and cost-effective, towing vendors routinely assist city employees with removing city vehicles that break down, and assist the Police Department by clearing the roadway after an accident.

Allowing Materials Management the additional time needed to draft an RFP for a new towing agreement is the most advantageous option. Staff is recommending that City Council authorize the City Manager to enter into a month-to-month extension.

Previous Related Council Action

On December 11, 2012, Council authorized the city to enter into a month-to-month extension to the towing agreement with DV Towing, LLC, for no longer than one year.

On December 11, 2007, Council authorized the city to enter into an agreement with DV Towing, LLC.

Budget and Financial Impacts

The extension will be at no additional cost to the city as the same pricing structure that is currently being used will continue.

Attachments

Agreement

TOWING AGREEMENT

This Towing Agreement is made this ___ day of _____, 2013 ("Agreement"), with an effective date of January 1, 2014, by and between the City of Glendale, an Arizona municipal corporation ("City") and DV Towing, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Contractor previously entered into a Towing Agreement, Contract No. C-6266, dated November 27, 2007, ("Original Agreement"); and

B. City and Contractor entered into a Settlement Agreement dated February 23, 2009 and extended the term of the Original Agreement through December 31, 2010 and provided for two additional one-year renewals; and

C. City and Contractor previously renewed the Original Agreement for a one-year period from January 1, 2011 to December 31, 2011 pursuant to Contract Amendment No. One (1) dated October 6, 2010; and

D. City and Contractor previously renewed the Original Agreement for a one-year period from January 1, 2012 to December 31, 2012 pursuant to Contract Amendment No. Two (2) dated December 30, 2011; and

E. City and Contractor previously entered into a new agreement for towing services for a period of up to twelve (12) months beginning January 1, 2013; and

F. City and Contractor wish to enter into a new month-to-month agreement for towing services for a period of up to nine (9) months beginning January 1, 2014, subject to and strictly in accordance with the terms of the Original Agreement, as it may have been amended pursuant to the Settlement Agreement and subsequent amendments identified above, all of which are attached hereto as Exhibit A and incorporated herein

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Agreement and are incorporated into the Agreement.

2. **Term.** The term of the Agreement shall be month to month beginning January 1, 2014 for a period not to exceed nine (9) months.

3. **Agreement.** City and Contractor hereby agree that, except for the Term, which is set forth above, the terms and conditions of the Original Agreement, as they may

have been amended, constitute the terms and conditions of this Agreement and shall remain in full force and effect during the term of this Agreement.

[Signatures to appear on following page.]

CITY OF GLENDALE, an Arizona municipal corporation

_____

Brenda S. Fischer, City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

DV TOWING, LLC, an Arizona limited liability company, authorized to do business in Arizona

_____

By: _____

Its: _____

EXHIBIT A

Towing Agreement

Original Agreement (Contract No. C-6266), Settlement Agreement, Amendments, and Agreement (Contract No. C-6266-3) (without exhibits)

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C-6266
11/27/07

TOWING AGREEMENT

This Towing Agreement (the "Contract") is dated November 27, 2007, with an effective date of January I, 2008, by and between the City of Glendale (the "City"), an Arizona municipal corporation, and DV Towing (the "Contractor"), an Arizona limited liability corporation.

RECITALS

I. WHEREAS, the City and the Contractor are parties to this Contract and desire to enter into this Contract which provides for towing services for both abandoned and non-abandoned vehicles, as well as City vehicles that have become disabled, including the provision of flat tire changing services to City vehicles under 10,000 G.V.W; and

II. WHEREAS, the *Glendale City Code* Chapter 19, Motor Vehicle and Traffic, Article III Impoundment of Vehicles as it now exists or may be amended, authorizes the City of Glendale Police Department to remove wrecked vehicles from collision scenes, vehicles which constitute a traffic hazard, those vehicles where the driver has been placed under arrest, and those declared abandoned; and

III. WHEREAS, Title 28 of the *Arizona Revised Statutes* (A.R.S.) and Title 13, Chapter 3, of the *Arizona Administrative Code* are made a part of and fully incorporated into this Contract.

The parties now desire to enter into this Contract pursuant to the terms and conditions as stated below:

AGREEMENT

1.0 INTENT. It is the intent of this Contract to:

1.1 Assist in maintaining the safe condition of city streets by promptly clearing roadways of accidents, disabled and abandoned vehicles.

1.2 Release police officers from the scene in a timely manner to return to other duties.

1.3 Provide citizens with an option for their towing needs.

1.4 Include both abandoned and non-abandoned vehicles and City vehicles that have become disabled, including the provision of flat tire changing services to City vehicles; tows of City vehicles to repair facilities; and to ensure that City vehicles will not be towed to the Contractor's storage yard.

1.5 Incorporate Title 28 of the *Arizona Revised Statutes* (A.R.S.), Title 13, Chapter 3, of the *Arizona Administrative Code* and *Glendale City Code* Chapter 19, Motor Vehicle and Traffic, Article III Impoundment of Vehicles as it now exists as part of this Contract.

1.6 Define the scope of services ofthis Contract to include actions up and to:
(a) the insurance company, customer or customer's agent takes possession of the vehicle;

or, (b) the Contractor is instructed by the insurance company, customer or customer's agent to tow the vehicle to another location; or, (c) until the Contractor takes title by reason of abandonment.

2.1 **IDENTIFICATION.** The Contractor's tow trucks shall have the Contractor's name painted on sides and shall display the Arizona Department of Public Safety Inspection seal. All drivers shall carry business cards in order that City Police may provide the contractor's business card to the owner or driver of the towed vehicle.

2.2 The Contractor shall also display an appropriate permanent facility sign with the proper name and address of the business. The sign must be visible from the public street and made of weatherproof material and comply with applicable codes.

2.3 The Contractor shall supply City Police and Equipment Management with a single 24 hour telephone number for requests for towing and flat tire service. The Contractor shall have the telephone number prominently posted at the storage location for after-hour release of vehicles and the contractor shall provide for after-hour release of vehicles. There shall be only one phone number used to contact the Contractor. Contractor is responsible for any coordination and communications with a sub-contractor.

2.4 The City police dispatcher will provide the contractor with the DR (departmental report) Number at the time of the call with a description (manufacturer's name, model and year) of the vehicle to be towed.

3.1 **VEHICLES, EQUIPMENT AND SUPPLIES.** The Contractor shall provide sufficient tow trucks, equipment, and supplies for operation of the tow service to adequately handle the volume and variety of calls.

3.2 The Contractor shall provide a heavy-duty tow truck for vehicles over 23,500 lbs GVW.

3.3 The Contractor's tow trucks shall have a two-way radio system, or mobile phones, with 24 hour dispatching.

3.4 All tow vehicles shall be equipped, maintained and operated in accordance with A.R.S. and the rules and regulations of the Arizona Department of Public Safety. All such vehicles shall have a current inspection and certification by the Arizona Department of Public Safety, in accordance with A.R.S. 28-1108.

3.5 The Contractor must have a telephone answering machine, or voice mail, to receive customer phone calls when the business office is vacant and for calls received outside of normal business hours.

4.1 **FACILITIES.** The Contractor shall provide a properly zoned, fenced, lighted storage area (primary and/or secondary lot) that shall provide adequate security. Security must include a monitoring system, or an electronic alarm monitoring system, with 24 hour, 7 day a week monitoring and adequate security fencing.

4.2 Vehicles shall not be stored at any location other than as recorded with and approved in writing by the Police Department.

4.3 The lot(s) must be appropriately zoned.

4.4 The primary storage lot must be located within the geographical boundaries of the City or a maximum of two (2) miles outside of the geographical boundaries of the City. Any secondary storage lot may be located beyond the physical limitation imposed above for the primary storage lot.

4.5 The Contractor must provide a mmlmum of ten (10) acres of lot storage area dedicated for City tows. A dedicated lot storage area is considered an area in which no vehicles may be stored in other than City tows. This restriction also applies to temporary storage of non-City tows. If a primary and secondary lot are utilized, the primary storage lot must have a minimum of five (5) acres of lot storage area dedicated to City tows and the secondary storage lot must have a minimum of five (5) acres of lot storage area dedicated to City tows.

4.6 The Contractor shall have a business office at the location of the primary storage facility, suitable for conducting business with customers. Customer's records must be retained electronically or manually on-site in this office.

4.7 The Contractor shall be responsible and is liable for the safekeeping of vehicles towed and for items left stored in the vehicles.

4.8 At a minimum, the Contractor's primary and secondary storage lot facility shall have a security system that includes operable monitoring system, or an operable electronic alarm monitoring system. The system used by the contractor must be monitored at all times outside normal business hours.

4.9 The Contractor will release the customer's vehicles within 30-minutes of completing the identification transaction and financial arrangements for the specific tow and storage. A customer vehicle will not be subject to an extra day's storage charge due to excessive customers or slow business transactions. Customer lines at the end of a normal business day will not qualify charging for after hours or an extra day of storage, providing the customer was present prior to the close of business.

4.10 If for some reason, the Contractor cannot provide or conduct a transaction within thirty (30) minutes, all storage fees will stop and tow fees will adjust to charges reflecting the time frame that the customer was present.

5.1 PERSONNEL. The Contractor shall staff the vehicle storage facility with qualified staff during normal business hours for the purpose of vehicle release or appraisal.

5.2 The Contractor shall have available sufficiently trained and qualified personnel for the operation of the required tow trucks, office and dispatching staff.

5.3 The Contractor shall hire, train and supervise all drivers in accordance with A.R.S. and the rules and regulations of the Arizona Department of Public Safety.

5.4 All drivers used/supplied by the Contractor shall be employees of the Contractor. As circumstances necessitate, the Contractor may utilize the services of another qualified towing provider upon written approval of the City. Contractor is not authorized to acquire individual drivers/operators as independent contractors to the Contractor.

5.5 The Contractor's drivers, office and dispatching staff shall provide services in a polite and courteous manner and shall refrain from using profane or vulgar language.

6.1 **BUSINESS HOURS.** Normal business hours for lot(s) are defined as 8:00 A.M. to 5:00 P.M., Monday through Friday, and 8 A.M., to noon Saturday, except the following holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

6.2 The Contractor shall provide for release of vehicles outside of normal business hours, at customer's request. The fee shall be a flat rate per vehicle.

6.3 Towing services shall be available twenty-four (24) hours a day every day of the year.

7.0 **ORGANIZATIONAL STATUS.** This Contract is not intended to and shall not constitute, create, give rise to or otherwise recognize a joint venture, partnership agreement or any other formal business organization or association of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in this Contract. The parties hereby agree that no person supplied by the Contractor in the performance of this Contract shall be an employee of the City and further agree that no right of the City's Civil Service, retirement or personnel rules shall accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, Workmen's Compensation and occupational disease compensation insurance, all unemployment compensation, other benefits and all taxes and premiums pertinent thereto concerning any person(s) supplied by the Contractor in the performance of this Contract, and Contractor shall indemnify and hold the City harmless with respect thereto.

8.0 **CONTINUATION DURING DISPUTES.** The Contractor and the City hereby agree that, notwithstanding the existence of any dispute between the parties or any other provisions of this Contract and insofar as is possible under the terms of the Contract each party shall continue to perform the obligations imposed on it under this Contract during the continuation of any such dispute unless enjoined or prohibited by any court of competent jurisdiction.

9.0 **BOUNDARY OF CITY.** Any reference in this Contract to the geographical boundaries of the City, any use of the phrase "within City", or similar terms shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of the City such as those boundaries may be changed from time to time during the term ofthis Contract.

10.0 **ATTORNEYS' FEES.** In the event of any litigation or other proceeding concerning this Contract, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

11.0 **ASSIGNS AND SUBCONTRACTS.** Subcontracts by the Contractor to other towing providers are prohibited unless expressly authorized in writing by the City. Any attempted

assignment, subletting or transfer of the interests of the contractor either in whole or in part, without City consent, shall be null and void and in such event, the City will have the right to immediately terminate this Contract for default.

12.1 **HOURLY RATE.** All charges for towing services shall be based on the stated hourly rate. Towing services include, but are not limited to, the following:

(a) travel time to and from scene/service site (anywhere in State of Arizona)
(b) hook-up
(c) dollies
(d) winching
(e) stand-by time
(f) change tire(s)
(g) drop drive line
(h) flatbed use
(i) towing to a location at owner's request
(j) site clean-up
(k) other services not mentioned

12.2 No charges shall be imposed for time expended in preparation of any report required by any provision of Title 28, A.R.S. Hourly rate may be charged beginning at time of dispatch and ending at the time the vehicle is off hook at the storage lot. Minimum charge shall be a one hour time period. Any subsequent charges after the first hour shall be imposed after the expiration of each fifteen (15) minute (1/4 hour) period or portion thereof.

12.3 In the event dispatched equipment is not appropriate, there shall be no charge by the Contractor for the equipment initially dispatched. In addition, provided the Contractor is properly notified by City Police of vehicle sizes and or conditions, the response time (for tracking purposes only) will still begin from the time of original notification by the City. Tows by the Contractor shall be charged at the Contractor's established hourly rate, beginning at the Contractor's dispatch and ending at the time the vehicle is off hook at the storage lot.

13.1 **STORAGE CHARGE.** Storage charge may only be imposed for each 24 hour period or portion thereof for which the towed vehicle remains in the Contractor's storage lot. The 24 hour period begins for each vehicle at the time the vehicle is off hook at the storage lot.

13.2 The storage charge is to include, but not limited to:

(a) 24 hour storage periods.
(b) Customer, customer's agent or insurance company access to the vehicle.
(c) Movement of the vehicle within the yard for the Contractor's yard management.
(d) Movement of the vehicle within the yard in preparation for towing of the vehicle out ofthe lot by customer or customer's agent, insurance company or contractor.

13.3 There is to be no additional charge or fee imposed on the City for the services provided while the vehicle remains unclaimed.

13.4 The only authorized charges are as described in paragraph "Authorized Prices". The only exception would be, with the authorization of the customer, to make a minor repair to make the vehicle drivable. Examples would be, but are not limited to repairing or replacing a radiator, tires, batteries, steering column, straightening fenders and taping windows for interior protection.

13.5 A line item listing of repair service and agreed upon cost must appear on the invoice.

14.0 LIABILITY. The Contractor shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (collectively hereafter "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions

15.1 RESPONSE TIME. Response time shall be calculated from the time the City completes its notification to the Contractor of a request for service to the time the Contractor arrives at the scene of the request for service.

15.2 Upon receiving a telephone request for towing or flat tire service or a tow to a vehicle repair facility, the Contractor shall be responsible for dispatching its own trucks and any authorized subcontracted services. The City may request separate tow trucks in specific situations.

15.3 The Contractor shall respond and arrive at the service site within thirty (30) minutes of receipt of a request for tow of vehicles under 23,500 lbs. GVW or flat tire service within the City. The Contractor shall respond and arrive at the service site within sixty (60) minutes of receipt of a request for tow of vehicles exceeding 23,500 lbs. GVW.

15.4 Tow time for City vehicles to a repair facility is four (4) hours.

15.5 The Contractor shall respond within a reasonable length of time not to exceed twenty-four (24) hours of receipt of a request for tow out of the metropolitan Phoenix area but within the State of Arizona. The Contractor shall respond within sixty (60) minutes of a request outside of the City, but within the metropolitan area.

15.6 The scheduling of requests to tow abandoned vehicles will normally be done between the hours of 8:00a.m. and 5:00p.m. Monday through Friday.

15.7 The City may conduct response time evaluations to determine compliance. The City's tow request log will be the appropriate documentation for response audits and complaint rssues.

15.8 Upon request by the City, the Contractor shall prepare a written explanation for any incident in which the Contractor response time is not in compliance with requirements of this Contract. The explanation of the Contractor shall include a full discussion of the circumstances of the incident and any corrective action required to comply with the provisions of this Contract during the remainder of the terms of this Contract.

15.9 In addition to the foregoing, the City may in its discretion, periodically survey to determine level of public satisfaction with towing service rendered pursuant to this Contract. The Contractor may be allowed an opportunity to respond to any unfavorable responses from users.

15.10 If the Contractor is unable to provide tow services, or when the response time limits cannot be met the Contractor shall immediately call the City Police dispatcher (623-930-3000) concerning a non-abandoned or abandoned vehicle or the Equipment Management dispatcher (623-930-2622 from 7:00 a.m., to 3:00 p.m., and 623-930-2623, 3:00 p.m., to 12:00 a.m.) for a disabled city vehicle, or flat repair or tow to a repair facility.

16.0 **REPORTING.** The Contractor shall submit all necessary reports to the Arizona Department of Transportation and to City Police in accordance with A.R.S. Title 28.

17.1 **RECORDS.** The Contractor shall maintain a master log of all vehicles towed and a record of each vehicle towed under this Contract showing the following:

(a) Location where the vehicle was picked up.
(b) Location where the vehicle was taken.
(c) The date and time of the pick up.
(d) Date and time of release.
(e) Make, model, color and year of vehicle.
(f) License plate number and state issue.
(g) Vehicle identification number.
(h) Name of individual that vehicle was released to.
(i) Notice of charges.
G) Identity of the contractor's driver providing towing service.
(k) Detail of all services and related charges assessed on the vehicle, including any owner/agent requested services.
(l) DR Number. The DR is not provided for towing of city vehicles or flat repair.

17.2 The Contractor shall maintain a record, either electronically or manually, that is easily separated from all other records the contractor may keep, of each vehicle towed under this Contract. The customer record file is to include the master log, signed invoice and service fee listing and must be maintained alphabetically by last name or the Vehicle Identification

Number. The invoice shall be presented to the customer upon the customer's request for the invoice.

18.0 SOLICITATION OF REPAIR BUSINESS FOR VEHICLES TOWED. The Contractor shall not solicit business for any vehicle repair shop(s), or other repair services, prior to or during the towing services provided pursuant to this Contract. The towing portion of this Contract is deemed completed when the vehicle has been towed and is "off-hook."

19.1 STORAGE. Vehicles shall not be removed from the primary storage lot to which the vehicle was first towed for a period of five (5) calendar days unless it is not claimed by the owner, or the owner's authorized agent directs that it be moved to another location. If the Contractor has not received instructions from an owner or authorized agent, after a period of five (5) calendar days, the Contractor may move the vehicle to an alternate storage lot. The Contractor shall not charge an additional towing fee when vehicles are moved to an alternate storage lot.

19.2 If a towed vehicle is a thirty (30) day seizure, it shall not be removed from the primary storage lot without written approval by the City Police.

20.0 DESTINATION. Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by City Police, or the owner/driver of the vehicle. Any tow requested by City Police, Equipment Management or a customer to a location other than the storage lot, but within the City limits, shall be towed at the Contract rate. On requests for a location outside City limits the Contractor is to provide the service at a fixed rate per mile.

21.0 VEHICLE RELEASE AND HOLDS. Unless requested by an officer, investigator or an authorized agent of City Police, the Contractor shall not release any vehicle that is held for evidence under A.R.S. Title 28. The authorized City Police representative will indicate this status by requesting that a "HOLD" be placed on the vehicle. During this time, no one shall enter or disturb the vehicle being held unless authorized person by City Police. Once a "HOLD" has been placed on a vehicle, the Contractor shall contact and inform the City Police Tow Liaison as soon as possible on the following business day. The vehicle shall not be released until an authorized representative from the City Police contacts the Contractor. Permission to release will not be required for any vehicle that is routinely towed from an accident scene if the Contractor is satisfied that it is being released to the owner or an authorized agent.

22.0 TOWING (NON-ABANDONED VEHICLES)

22.1 Citizen(s) whose vehicles are disabled or who have been arrested have the options of (a) using the Contractor or (b) using the services of any other towing operator.

22.2 The City does not guarantee that a minimwn number of tows will occur. Contractor is aware that the tow service will be used on an "as needed" basis. The only assurance the City makes is that if the citizen does not request a specific towing service, the Contractor will be called by City Police.

22.3 Site cleanup is mandatory. Contractor's tow truck driver must clean the scene of all debris, glass, oil, fluids, vehicle parts or other road hazards present at the collision scene. Site cleanup must be performed prior to towing the vehicle(s) from the scene. The tow driver

may not depart the scene unless the tow driver receives approval from City Police at the scene. Site cleanup does not constitute an extraordinary situation.

22.4 The Contractor shall provide quick dry absorbent. The contractor shall handle and dispose of all absorbent, hazardous materials, solid, medical and universal wastes in compliance with the Federal Resource, Conservation and Recovery Act and the regulations promulgated there under.

22.5 The Contractor shall not release any vehicles impounded by City Police as evidence, without written or verbal authorization from City Police. The City reserves the right to impound into City owned storage areas any vehicle required for evidence in traffic violations or other legal actions requiring such evidence. Vehicles towed for impounding shall be towed at Contract rates.

22.6 The City Police will be the sole judge of any impounding error.

22.7 For events at the Sportsman's Park Stadium and the Glendale Arena, the Contractor, upon 72-hour notice from City Police, shall provide on site standby tow truck service. Two (2) tow trucks capable of towing vehicles tmder 23,500 lbs. GVW, shall be provided at an hourly on site standby rate. The minimum standby time will be seven (7) hours. Any requested towing services during the standby time shall be billed to the customer at the Contract rates. No additional hourly fees are to be charged for the towing services provided by these dedicated trucks. The hourly on site standby rate shall be applicable whether the trucks are used or not. The total of the hourly on site standby rate for the event is to be billed to the City. Other events may be added in addition to the events identified above. The City may require more than two (2) tow trucks for an event and the City will determine the minimum hours of the standby services.

22.8 During the assignment of on site standby service, the designated tow trucks are to be dispatched only to tows corresponding to the event. The tow trucks are to be staged at the City's airport, in an area designated by City Police. The nonnal on site standby requirement is two (2) hours prior to the start of an event, and two (2) hours after the completion of an event. If the standby time be extended beyond the seven (7) hour minimum, the trucks are to continue to remain dedicated and available for service. The trucks will be released from on site standby service by City Police.

23.0 TOWING (ABANDONED VEHICLES). Abandoned vehicles are towed immediately if they are a traffic hazard. If the vehicle is not a hazard, they are marked by City Police and the mvner is allowed 48 hours from the time of tagging to move the vehicles. Vehicles may then be declared abandoned by the City and subject to removal by towing to the Contractor's storage or impound area.

24.0 PRICES

24.1 The Contractor shall only charge prices which are specifically described and provided for in Exhibit A attached hereto. The Contractor shall not require payment from vehicle owners for any charges that may result from errors committed by the City. All prices quoted shall be firm and fixed for the specified Contract period. The Contractor may charge the

owner of an abandoned vehicle the Department of Motor Vehicle fee related to the processing of an abandoned vehicle.

24.2 The Contractor is fully responsible for assuring that all tow services arising from this Contract are billed the correct and applicable price. Prices shall include applicable taxes.

24.3 A fuel surcharge is authorized for fluctuating fuel prices. The fuel surcharge shall appear as per cent(%) of the total fees on an invoice.

24.4 Prices made pursuant to this Contract shall be for a one-year period.

24.5 Extraordinary situations shall be defined as burned vehicles, mountainside vehicles, vehicles in lakes, canals, or pools, or vehicles in desert areas requiring a four wheel drive tow truck or special equipment. Burned vehicles are described as vehicles burned beyond the engine compartment, and/or with at least three (3) tires lost as a result of the fire. Extraordinary situations charges shall be pro-rated in 15 minute increments and shall only encompass the time spent on recovery of the vehicle to a towable position. In the event of an extraordinary situation, the Contractor shall document the invoice describing the situation in sufficient detail. The City Police Towing Administrator, or designee, shall have sole discretion in granting payment for extraordinary situations, for each individual vehicle.

24.6 Any tow requested by the customer to a location out of the City limits (other than the Contractor's storage facility) shall be towed at the Contract rate to the City limit. Beyond that point, the Contractor is to provide the service at a fixed rate per mile.

24.7 The Contractor shall charge a flat rate fee for opening the storage lot for vehicle removal by a customer during other than normal business hours.

24.8 The Contractor will have sufficient equipment and personnel at the storage lot to promptly complete the invoicing and payment process and release the vehicle.

24.9 Fees for services provided under this Contract will be paid directly to the Contractor by the individual(s) receiving the service. The City will not be responsible for non-payment of bills tendered to the individual(s) involved in the collision(s) or owners of abandoned vehicles. For the citizen's convenience, the Contractor must be able to accept cash and credit card as methods of payment.

24.10 Prices for the towing of impounded vehicles to a City owned storage area, or disabled city vehicles, or flat repair or tows to a repair facility, shall be paid to the Contractor by the City. The Contractor shall submit invoice to the City Police Towing Administrator for impounds.

24.11 Invoices for City owned vehicles shall be submitted to the Equipment Management Supervisor, at 6210 West Myrtle Ave. Glendale, AZ 85301.

24.12 The DR Number shall be written or printed on every invoice prepared by the Contractor for all tows provided under this Contract except for towing of disabled city vehicles or flat repairs to a repair facility.

25.0 NOTICE OF PRICING. Notice to persons receiving towing and storage service under this contract will be provided in two ways:

25.1 CITY. Every City Police officer and collision investigator may deliver to the person in charge of the vehicle, a copy of the prices authorized in this contract.

25.2 CONTRACTOR INVOICE. An invoice listing separately all services performed and the individual cost, is to be signed by customer and a copy issued when vehicle is released. The service fees appearing on the invoice are to be described and priced in the same manner as they appear on Exhibit A. Customer is to sign and receive a copy of the invoice and receive a copy of the "City of Glendale, Contract Price List" form when invoiced. Customer is to receive only one invoice for all charges.

(a) The invoice is to include the following statement: "All prices for towing and storage are regulated by an Agreement with the City of Glendale and are not to exceed these stated amounts or include any additional costs not on this listing. The listed fees are the only allowable charges under the Agreement. The Agreement covers all towing services beginning from dispatch, towing, storage and ending at the physical release of the vehicle from the storage lot."

(b) The invoice must also include:

i. Date and time vehicle is released.
ii. Name of towing firm to which vehicle is released from the storage lot.
iii. Name of insurance company the towing firm is contracted by.
iv. DR Number.

25.3. CONTRACT PRICE LIST. A listing of all towing and service prices as contracted, shall be issued to the customer at pick-up and a copy issued when invoiced, at time of vehicle release from storage lot. A copy of the signed listing shall be maintained in the customer record file with the invoice.

26.0 LICENSES. The Contractor shall maintain current State and City licenses for the operation of the Contractor's towing business.

27.1 TERM OF AGREEMENT. The term of this Contract shall be from January 1, 2008 through December 31, 2008.

27.2 The City may, at its option and with the approval of the Contractor, extend the term of this Contract an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during Contract renewal.

28.1 INSURANCE. Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

28.2 Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this Contract, insurance coverage as further described herein, which shall be the primary coverage, and non-contributory with respect to all other available sources. The coverage limits of such insurance shall not be less than those listed below.

28.3 The insurance company(ies) issuing the policy(ies) shall have a "BB" financial rating, or better, in the current edition of A.M. Best Company and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and policy(ies) shall name the City as an additional insured with the exception of Workers' Compensation insurance.

28.4 The City reserves the right to terminate any contractor agreement if the Contractor fails to maintain such insurance coverage.

28.5 Contractor must provide certification of insurance compliance as stated below within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certification shall be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

Type ofInsurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	$100,000
Commercial General Liability	
Bodily Injury	$1,000,000 each occurrence
Contractor(s) Protective	$500,000 each accident
Property damage	$500,000 aggregate
Contractual Bodily Injury	$1,000,000 each occurrence
Contractual property damage	$500,000 each accident
Contractual property damage	$500,000 aggregate
Automobile Liability	
Bodily injury &	
property damage	$1,000,000 each occurrence

28.6 Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, *Arizona Revised Statutes)* as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. The Contractor and insurance carrier waive their right of subrogation against the City.

28.7 Contractor further agrees that any and all sub-contractors performing work under the agreement shall be required to comply with the above Insurance requirements and Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, shall be considered the employees of such Contractor or any authorized sub-contractor(s), and not the employees or agents of the City.

29.1 TERMINATION. The City may terminate this Contract for convenience, without cause, upon giving the Contractor thirty (30) calendar days written notice. The City shall have no obligation to the Contractor for costs or damage, it may incur, upon termination for convenience.

29.2 The City reserves the right to terminate the Contract if the Contractor fails to carry out any term, promise, or condition of the contract.

29.3 In the event that this Contract is terminated for convenience or cause, the City reserves the right to award an interim Contract to any qualified firm without issuing an additional invitation for bid.

30.1 NOTICE. Except as otherwise expressly provided in this Contract, all notices, demands, disclosures, acknowledgments, consent, approvals, statements, requests, responses and invoices to be given under this Contract shall be in writing, signed by the party or officer, agent or attorney of the party giving such notice, demand, disclosure, acknowledgment, consent, approval, statement, request, response and/or invoice, and shall be deemed effective (a) upon receipt if band delivered or sent by telecopy or overnight courier service, or (b) upon delivery or date of refusal if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed to the following:

30.2 City:

Sabrina Matthews, Management Aide
Glendale Police Department
6835 N 57th Drive
Glendale, AZ 85301
Phone: 623-930-3255
Fax: 623-931-2103
smatthews@gleandaleaz.com

William E. Brewer, Materials Manager
Materials Management
6829 N. 58th Street, Suite 202
Glendale, AZ 85301
623-930-2865
bbrewer@glendaleaz.com

City Attorney's Office
5850 W. Glendale Ave., Suite 450
Glendale, AZ 85301
Phone: 623-930-2930
Fax: 623-915-2391

30.3 DV Towing:

Nathan Larkin
DV Towinli, LLC
23881 N. 7th Ave.
Phoenix, AZ 85085
Phone: 623-516-8700
Fax: 623-582-1012

dvtowing@aol.com

Nathan Larkin
DV Towing, LLC
21830 N 20th Street, Suite C
Phoenix, AZ 85024
Phone: 623-516-8700
Fax: 623-582-1012
dvtowing@aol.com

31.0 ENTIRE AGREEMENT. This Contract constitutes the full and complete understanding and agreement of the parties hereto with respect to the matters that are subject to this Contract. This Contract replaces any and all other previous representations, understandings, proposals, and agreements, written or oral, relating to its subject matter. This Contract and its terms may not be modified, changed or waived except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of January 1, 2008.

DV TOWING,LLC
an Arizona limited liability company

By: _____ 11-13-07
NathanLarkin, Director Date

CITY OF GLENDALE
an Arizona municipal corporation

By: _____ 11-14-07
Ed Beasley, City Manager Date

ATTEST:

_____
Pam Hanna
City Clerk

APPROVED AS TO FORM:

_____
Craig Tindall
City Attorney

EXHIBIT A

1.0 Pricing for Standard Services:
Prices to include all applicable taxes

CATEGORY	Vehicles less than 14,000 lbs. GVW	Vehicles 14,000 lbs. ormoreGVW, and less than 23,500 lbs. GVW	Vehicles 23,500 lbs. or more GVW
	Price	Price	Price
Hourly Rate, prorated every 15 minutes after the first complete hour. See section 12.2	$29.00	$55.00	$85.00
Storage Charge, for each 24 hour period or portion thereof. See section 13.1	$15.00	$15.00	$30.00
Opening Lot, after normal business hours at customer request, flat rate. See section 24.7	$40.00	$40.00	$40.00
Extraordinary Situations, hourly rate, prorated every 15 minutes after the first complete hour. See section 24.5	$85.00	$85.00	$150.00
Rate per mile, for out-of-city Lmileage. See section 24.6	$5.00	$5.00	$7.00

2.0 Prices for Non-Abandoned Vehicles Less Than 14,000 lbs GVW.

7.500 (1 hour tows) X $29.00 (Hourly rate bid amount)	$217.500.00
14.000 (days of storage) X $15.00 (24 hour period bid amount)=	$225.000.00
100 (open lot after hours) X $40.00 (Opening bid amount)	$ 4 000.00
10 (1 hour Extraordinary Situ) X $85.00 (Hourly rate bid amount)	$ 850.00
100 (Miles out of city) X $5.00 (Mile bid amount)	$ 500.00
SECTION TOTAL	$447 850.00

3.0 Prices for Non-Abandoned Vehicles More Than 14,000 lbs GVW, Less than 23,500 lbs GVW.

360 (1 hourtows) X $55.00 (Hourly rate bid amount)=	$ 19.800.00
720 (days of storage) X $15.00 (24 hour period bid amount)=	$ 10 800.00
50 (open lot after hours) X $40.00 (Opening bid amount)=	$ 2 000.00
10 (1 hour Extraordinary Situ) X $85.00 (Hourly rate bid amount)=	$ 850.00
100 (Miles out of city) X $5.00 (M_ile bid amount)= SECTION TOTAL	$ 500.00
	$33 950.00

4.0 Prices for Non-Abandoned Vehicles More Than 23,500 lbs GVW.

90 (1 hour tows) X $85.00 (Hourly rate bid amount)=	$ 7,650.00
180 (Days of storage) X $30.00 (24 hour period bid amount)=	$ 5 400.00
5 (Open lot after hours) X $40.00 (Opening bid amount)=	$ 200.00
10 (1 hour Extraordinary Situ) X $150.00 (Hourly rate bid amount)=	$ 1 500.00
100 (Miles out of city) X $7.00 (Mile bid amount)=	$ 700.00
SECTION TOTAL	$ 15 450.00

5.0 Prices for Abandoned Vehicles Less Than 14,000 lbs GVW.

120 (1 hour tows) X $5.00 (Hourly rate bid amount)=	$ 600.00
240 (Days of storage) X $5.00 (24 hour period bid amount)=	$ 1 200.00
10 (Open lot after hours) X $5.00 (Opening bid amount)=	$ 50.00
5 (1 hour Extraordinary Situ) X $5.00 (Hourly rate bid amount)=	$ 25.00
5 (Miles out of city) X $5.00 (Mile bid amount)=	$ 25.00
SECTION TOTAL	$ 1 900.00

6.0 Prices for Abandoned Vehicles More Than 14,000 lbs GVW, Less than 23,500 lbs GVW.

10 (1 hour tows) X $5.00 (Hourly rate bid amount)	$ 50.00
20 (Days of storage) X $5.00 (24 hour period bid amount)	$ 100.00
1 (Open lot after hours) X $5.00 (Opening bid amount)	$ 5.00
1 (1 hour Extraordinary Situ) X $5.00 (Hourly rate bid amount)	$ 5.00
5 (Miles out of city) X $5.00 (Mile bid amount)	$ 25.00
SECTION TOTAL	$ 185.00

7.0 Prices for Abandoned Vehicles More Than 23,500 lbs GVW.

5 (1 hour tows) X $5.00 (Hourly rate bid amount)	$ 25.00
10 (days of storage) X $5.00 (24 hour period bid amount)	$ 50.00
1 (open lot after hours) X $5.00 (Opening bid amount)	$ 5.00
1 (1 hour Extraordinary Situ) X $5.00 (Hourly rate bid amount)	$ 5.00
5 (Miles out of city) X $5.00 (Mile bid amount)	$ 25.00
SECTION TOTAL	$ 110.00

8.0 Quick Dry Absorbent

See section 22.4

12,000 pounds X $.50 (Per pound)=	$ 6,000.00

9.0 ON SITE STANDBY

See sections 22.7-22.8

168 hours X $29.00 (Hourly standby rate per truck)=	$ 4 872.00
SUBTOTAL	$510,317.00

(Sub Total equals the totals of sections 2, 3, 4, 5, 6, 7, 8 and 9)

C-6266-1
02/23/2009

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 23rd day of February, 2009 by and between The City of Glendale, Arizona (the "City"), an Arizona Municipal Corporation, and DV Towing, LLC (the "Contractor"), an Arizona Limited Liability Company.

RECITALS:

WHEREAS, on or about November 27, 2007, the City and the Contractor entered into a Towing Agreement whereby the Contractor agreed to provide towing services for both abandoned and non-abandoned vehicles, as well as City vehicles that have become disabled, also known as Towing Agreement No. C-6266 (the "Contract"); and

WHEREAS, the Contractor recently initiated litigation in connection with the Contract in the United States District Court for the District of Arizona under case No. CV 09-00117-PHX-SRB (the "Litigation"); and

WHEREAS, both the City and the Contractor desire to resolve certain issues related to the Contract and the Litigation, as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.

2. Term of Agreement. Pursuant to Section 27.1 of the Contract, the term of the Contract is from January 1, 2008 through December 31, 2008. Pursuant to Section 27.2 of the Contract, the City and the Contractor agree to extend the term of the Contract through and until December 31, 2010.

The City agrees to renew the Contract on or before December 31, 2010 for an additional year, from January 1, 2011 to December 31, 2011, unless the City in good faith, in evaluating the Contractor's performance, finds good cause that the Contractor has failed to perform the terms of this Contract. The provisions in paragraph 27.1 of the Contract concerning review of price adjustments shall apply during this renewal. In the event of any notice from the City claiming good cause exists that the Contractor has failed to perform the terms of the Contract, and the Contractor reasonably disputes the notice, the City and the Contractor hereby agree that the provisions of Section 8 shall dictate the parties conduct during the continuation of any dispute resolution.

The City further agrees to renew the Contract on or before December 31, 2011 for an additional year, January 1, 2012 to December 31, 2012, unless the City in good faith, in evaluating the Contractor's performance, finds good cause that the Contractor has failed to perform the terms of the Contract. The provisions in paragraph 27.1 of the Contract concerning review of price adjustments shall apply during this renewal. In the event of any notice from the City claiming good cause exists that the Contractor has failed to perform the terms of the Contract, and the Contractor reasonably disputes the notice, the City and the Contractor hereby agree that the provisions of Section 8 shall dictate the parties conduct during the continuation of any dispute resolution.

3. Consideration by Contractor. As consideration for this Agreement the Contractor agrees to dismiss with prejudice the Litigation pending in the United States District Court, upon execution of this Agreement. The Contractor also agrees to forego: (i) seeking to recover from the City attorneys fees in the amount of approximately $50,000 incurred in the Litigation and, (ii) file a Satisfaction of Judgment in connection with the Order re: Attorney's Fees dated January 9, 2009 in Cause LC2006-00822-001

4. The Contract. Except as revised herein, the original terms of the Contract will remain in effect, and the City and Contractor hereby affirm the Contract. The individuals signing below have full legal authority to bind the City and the Contractor to this Agreement.

Dated this 23rd day of February, 2009.

THE CITY OF GLENDALE	DV TOWING, LLC
By: [signature]	By: _____
Its: Deputy City Manager	Its: _____

The City further agrees to renew the Contract on or before December 31, 2011 for an additional year, January 1, 2012 to December 31, 2012, unless the City in good faith, in evaluating the Contractor's performance, finds good cause that the Contractor has failed to perform the terms of the Contract. The provisions in paragraph 27.1 of the Contract concerning review of price adjustments shall apply during this renewal. In the event of any notice from the City claiming good cause exists that the Contractor has failed to perform the terms of the Contract, and the Contractor reasonably disputes the notice, the City and the Contractor hereby agree that the provisions of Section 8 shall dictate the parties conduct during the continuation of any dispute resolution.

3. Consideration by Contractor. As consideration for this Agreement the Contractor agrees to dismiss with prejudice the Litigation pending in the United States District Court, upon execution of this Agreement. The Contractor also agrees to forego: (i) seeking to recover from the City attorneys fees in the amount of approximately $50,000 incurred in the Litigation and, (ii) file a Satisfaction of Judgment in connection with the Order re: Attorney's Fees dated January 9, 2009 in Cause LC2006-00822-001

4. The Contract. Except as revised herein, the original terms of the Contract will remain in effect, and the City and Contractor hereby affirm the Contract. The individuals signing below have full legal authority to bind the City and the Contractor to this Agreement.

Dated this ___ day of February, 2009.

THE CITY OF GLENDALE	DV TOWING, LLC
By:_____	By:_____
Its:_____	Its: Director

Contract Amendment No. One (1)
IFB 06-32
Towing Services

CITY OF GLENDALE
Materials Management
6829 N. 58th Dr., Suite 202
Glendale, Arizona 85301

In accordance with the Special Terms and Conditions, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 6th, day of October, 2010. The term of the contract is hereby extended from January 1, 2011 through December 31, 2011, unless terminated, canceled or extended as provided within the contract. All other provisions of the contract shall remain in their entirety.

All other provisions of the solicitation shall remain the same.

Please fax the signed Amendment to the Contract Analyst by October 31, 2010 at (623) 847-5317

In witness whereof, the parties hereto have executed this Amendment to be effective the date first written above.

By: Brian Guzzi, C.P.M., Buyer, City of Glendale; 623-930-2863.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Contractor hereby acknowledges receipt of an agreement with the addendum. A signed copy must be filed with the Glendale Materials Management Office. Please provide current information if address has changed.

DV Towing
Ph: 623-516-8700
Fax: 623-582-1012

Signature 10/6/10
Date

NATHAN LACKIN Director
Typed/Printed Name and Title

C-6266-2
12/30/2011

TOWING AGREEMENT
AMENDMENT NO. 2

This Amendment to Towing Agreement is made this 30th day of December, 2011, by and between the City of Glendale, an Arizona municipal corporation ("City") and DV Towing, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Contractor previously entered into a Towing Agreement, Contract No. C-6266, dated November 27, 2007, ("Agreement"); and

B. City and Contractor entered into a Settlement Agreement dated February 23, 2009 and extended the term of the Agreement through December 31, 2010 and provided for two additional one-year renewals;

C. City and Contractor previously renewed the Agreement for a one-year period from January 1, 2011 to December 31, 2011 pursuant to Contract Amendment No. One (1) dated October 6, 2010;

D. City and Contractor wish to renew the Agreement for an additional one-year period, subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is renewed for a one-year period from January 1, 2012 to December 31, 2012.

3. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures to appear on following page.]

CITY OF GLENDALE, an Arizona municipal corporation

Ed Beasley, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

DV TOWING, LLC, an Arizona limited liability company, authorized to do business in Arizona

By: Nathan Larkin

Its: Member

Member LLC

C-6266-3
12/11/2012

TOWING AGREEMENT

This Towing Agreement is made this 11 day of December, 2012 ("Agreement"), with an effective date of January 1, 2013, by and between the City of Glendale, an Arizona municipal corporation ("City") and DV Towing, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Contractor previously entered into a Towing Agreement, Contract No. C-6266, dated November 27, 2007, ("Original Agreement"); and

B. City and Contractor entered into a Settlement Agreement dated February 23, 2009 and extended the term of the Original Agreement through December 31, 2010 and provided for two additional one-year renewals; and

C. City and Contractor previously renewed the Original Agreement for a one-year period from January 1, 2011 to December 31, 2011 pursuant to Contract Amendment No. One (1) dated October 6, 2010; and

D. City and Contractor previously renewed the Original Agreement for a one-year period from January 1, 2012 to December 31, 2012 pursuant to Contract Amendment No. Two (2) dated December 30, 2011; and

E. City and Contractor wish to enter into a month-to-month agreement for towing services for a period of up to twelve (12) months, subject to and strictly in accordance with the terms of the Original Agreement, as it may have been amended pursuant to the Settlement Agreement and subsequent amendments identified above, all of which are attached hereto as Exhibit A and incorporated herein.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Agreement and are incorporated into the Agreement.

2. **Term.** The term of the Agreement shall be month to month beginning January 1, 2013 for a period not to exceed twelve (12) months.

3. **Agreement.** City and Contractor hereby agree that, except for the Term, which is set forth above, the terms and conditions of the Original Agreement, as they may have been amended, constitute the terms and conditions of this Agreement and shall remain in full force and effect during the term of this Agreement.

CITY OF GLENDALE, an Arizona municipal corporation

Horatio Skeete, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

DV TOWING, LLC, an Arizona limited liability company, authorized to do business in Arizona

By: RONALD L. McCLURE

Its: MANAGING MEMBER

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO REALLOCATE FUNDS, APPROVE ADDITIONAL FUNDING, AND ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH INTERGRAPH CORPORATION FOR THE COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM PROJECT ENHANCEMENTS**
Staff Contact:	**Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to reallocate $708,812 in funds initially planned for system maintenance, approve $450,000 in additional project funding, and to enter into Amendment No. 1 to the agreement with Intergraph Corporation, increasing the not to exceed amount in the existing agreement to $4,650,000, excluding taxes, for software, services and expenditures to support the application for the Computer Aided Dispatch/Records Management (CAD/RMS) project.

Background

During the course of implementing the CAD/RMS project, additional interfaces, customizations, and software modules have been identified as being necessary to achieve the goals of the project. These include, but are not limited to: interfaces with the Glendale City Prosecutor's Office and the Maricopa County Attorney's Office to facilitate electronic submission of cases and enable the Police Department to receive and electronically process requests for further information and update case status; citizen online reporting; and various enhancements to electronic forms supporting critical areas of service including domestic violence, DUI, evidence collection and processing, and crime lab requests.

These additional interfaces, customizations, and software modules will be funded by reallocating $708,812, which was initially to be used for two years of maintenance. It is also necessary to approve $450,000 in additional project funding for functionality and efficiency enhancements to the new CAD/RMS.

Analysis

An alternative to the reallocation and additional funding would be to launch the new CAD/RMS with more basic functionality. Disadvantages include continuation of processes that involve significant expenditures of time and labor, and inability to fully capitalize on data for crime and management analysis. The current planned design of the new CAD/RMS will save time by automating processes, which will enable employees to more fully address other critically

important public safety and criminal justice tasks. This item warrants consideration at this time because this must be incorporated into the project schedule in order to avoid significant implementation delays and costs.

It is recommended that the Council authorize the City Manager to reallocate $708,812 from CAD/RMS maintenance, approve $450,000 in additional project funding, and enter into Amendment No. 1 to the existing agreement with Intergraph Corporation for software, services and expenditures, increasing the not to exceed amount to $4,650,000, excluding taxes, to support the new CAD/RMS.

Previous Related Council Action

On October 25, 2011, Council approved an agreement with Intergraph Corporation in the amount of $4,200,000 for software, services and expenditures to support the application.

Budget and Financial Impacts

Due to the reallocation of maintenance funds, the annual system maintenance costs beyond the first year, after the system is implemented, will be requested beginning Fiscal Year (FY) 2014-15, instead of FY 2016-17.

Cost	Fund-Department-Account
$450,000	**1860-32030-551400, RICO**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☐ No ☒

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Agreement

AMENDMENT NO. 1
CAD/MPS/RMS/AFR SYSTEM AGREEMENT (Contract No. C-7811)
City of Glendale Solicitation No. 10-06

This Amendment No. 1 ("Amendment") to the CAD/MPS/RMS/AFR System Agreement between Intergraph Corporation and City of Glendale, Contract No. C-7811 ("Agreement") is made this ___ day of December, 2013 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("Glendale") and Intergraph Corporation, a Delaware corporation which is authorized to do business in Arizona ("Intergraph").

RECITALS

A. Glendale and Intergraph previously entered into the Agreement, dated October 25th, 2011 and

B. Glendale and Intergraph wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Glendale and Intergraph hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Section 3, Scope of Agreement and Term.** Paragraph 3.5 of the Agreement is deleted in its entirety and replaced with the following:

   3.5. MAINTENANCE SERVICE. At the conclusion of the Extended Warranty Period, Glendale has the option of purchasing maintenance support in accordance with the pricing set forth in Exhibit A and the U.S. Maintenance Terms and Conditions for Software in Exhibit D, unless otherwise modified by this Agreement. Thereafter, annually at least 90 days prior to the expiration of the Extended Warranty Period or any successive maintenance periods thereafter, Intergraph will provide to Glendale a yearly quotation for services. If Glendale wishes to purchase optional maintenance and support services for the Equipment or Intergraph Software, Glendale will sign the yearly Quote (as defined in Exhibit

D) and provide a purchase order to Intergraph prior to the expiration of the Extended Warranty Period or any successive maintenance periods thereafter."

3. **Section 5, Agreement Price, Payment and Invoicing.** Paragraph 5.1 of the Agreement is deleted in its entirety and is replaced by the following:

5.1. AGREEMENT PRICE. The Agreement Price in U.S. dollars for all equipment, software and services pursuant to this Agreement, including those furnished by subcontractors, shall not exceed Four Million Six Hundred and Fifty Thousand dollars ($4,650,000.00), excluding taxes and change orders for non-option items. Pricing is specifically detailed in Exhibit A - Pricing and Detail Summary (as amended pursuant all subsequent change orders and this Amendment). The not to exceed price includes optional items which may be added at a later date by the Parties using a Change Order."

2. **Exhibit A – Pricing and Detail Summary for Glendale, Arizona**. The item descriptions set forth in Lines 1888 ("First Year Maintenance after Extended Warranty") and 1890 ("Second Year Maintenance after Extended Warranty") and values are moved from included in the project contract value to optional items which Glendale may purchase in the future.

5. **Ratification of Agreement.** Glendale and Intergraph hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona municipal corporation

_____

Brenda S. Fischer, City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael Bailey, City Attorney

Intergraph Corporation, a Delaware corporation

_____
By: _____
Its: _____

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION FOR EXPENDITURE OF FUNDS AND RATIFICATION OF A RENEWAL CONTRACT WITH ENGELMAN BERGER, P.C. FOR LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION**
Staff Contact:	**Michael D. Bailey, City Attorney**

Purpose and Recommended Action

This is a request for Council to authorize the City Manager to approve the expenditure of funds for legal representation with the law firm of Engelman Berger, P.C. in the Gila River General Stream Adjudication, and ratify the entering into by the City Manager of the renewal contract with Engelman Berger, P.C. for legal representation in the Gila River General Stream Adjudication for the period ending June 30, 2014.

Background

Five cities, including Glendale, entered into an agreement with the law firm of Engelman Berger, P.C. for legal representation effective August 1, 2006. The legal services agreement between Glendale and Engelman Berger, P.C. has been renewed several times since 2006, most recently by the Council on February 26, 2013.

The Gila River General Stream Adjudication is a large water rights lawsuit. Ongoing since 1974, the Adjudication has resulted in several significant water rights settlements in Arizona. These settlements have brought certainty and stability for the parties involved.

Analysis

Staff recommends approval of this request. The Gila River General Stream Adjudication is an extremely important legal case that will adjudicate water rights for the Salt and Verde Rivers from which Glendale draws a substantial portion of its water supply. Joint legal representation allows cities without specialized water rights attorneys on staff to engage the best possible legal service for the least possible cost.

Previous Related Council Action

On February 26, 2013, the Council renewed the Engelman Berger, P.C. legal services contract for the period ending June 30, 2013.

On June 27, 2006, Council adopted Resolution No. 3976, New Series, approving an intergovernmental agreement (IGA) with the cities of Avondale, Chandler, Mesa, and Scottsdale for joint legal representation in the Gila River General Stream Adjudication. The five cities then engaged the law firm of Engelman Berger, P.C. for that legal representation effective August 1, 2006.

On January 6, 1992, the five cities of Glendale, Mesa, Chandler, Scottsdale, and Tempe entered into an IGA for legal representation in the Gila River General Stream Adjudication; Tempe later withdrew from the IGA and was replaced by Avondale in 2006.

Community Benefit/Public Involvement

The 2012 Ad Hoc Citizen Task Force on Water and Sewer was briefed on the city's water resources and had several recommendations regarding "Regional Collaboration and Water Resources Sustainability." The Task Force recommended the city "should maintain beneficial partnerships allowing us to explore opportunities to identify, acquire, and develop additional water resources." Having continued, effective legal representation is a key to achieving this goal in the future and to protect the city's existing water resource supplies.

Budget and Financial Impacts

The legal services contract shall not exceed $23,125. This includes $19,125 for attorney's fees and up to $4,000 for witness and consultant fees if needed. Funds are available in the FY 2013-14 operating budget of the Water Services Department.

Cost	Fund-Department-Account
$23,125	**2360-17110-518200, Utilities Administration**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

Attachments

Agreement

CONTRACT FOR LEGAL SERVICES

This CONTRACT FOR LEGAL SERVICES (the "Contract") is entered into and is effective as of the 1st day of July, 2013, by and between by CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and the law firm of ENGELMAN BERGER, P.C. ("Counsel").

RECITALS

A. The Cities of Avondale, Chandler, Glendale, Mesa, and Scottsdale, pursuant to an Intergovernmental Agreement Relating To Joint Legal Representation In The Gila River General Stream Adjudication effective August 1, 2006 (the "IGA"), have entered into that certain Contract for Legal Services with Counsel, effective August 1, 2006 (the "Contract for Legal Services").

B. The current renewal of the Contract for Legal Services expires on June 30, 2013 and is extended by this Contact for Legal Services effective July 1, 2013. Each City, respectively, and Counsel now wish to extend the term by which such legal services are provided by entering into this form of Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Counsel hereby agree as follows:

1. **Scope of Services.** Counsel agrees to represent City in the action known as The Gila River General Stream Adjudication and related matters and litigation ("the Adjudication") in accordance with the terms of this Contract and direction provided by the City to serve as its chief legal counsel (the "City Attorney").

1.1 Counsel agrees to perform legal services specified in this Contract and as identified in any litigation plan adopted by the cities who are parties to the IGA. The City Attorney agrees to collectively direct and manage Counsel's activities with other city attorneys employed or retained by the cities who are parties to the IGA (each, an "IGA City", or collectively, the "IGA Cities"). City Attorney will further ensure that Counsel's activities are under and in accordance with the terms of this Contract; provided, that Counsel shall not be required to perform additional legal services under this Contract if the combined amount of legal services and costs has reached the maximum limit as provided in paragraph 3 of this Contract.

1.2 Counsel agrees to represent City in any hearings relating to interlocutory issues identified by the Arizona Supreme Court as the subject of interlocutory appeals in the Adjudication ("interlocutory issues"). This representation shall include preparation of any and all briefs or other pleadings, presentation of an expert witness, cross-examination of other witnesses, and oral argument as specified by City.

1.3 Counsel agrees to represent City regarding issues which are appealed to the Arizona Supreme Court or the United States Supreme Court from the Little Colorado River Adjudication and the Gila River Adjudication. This representation shall include activities as directed by the City Attorney.

1.4 Counsel agrees to review City's status as to the Statements of Claimant, and as to the Adjudication, in order to determine issues of common concern with other IGA Cities, e.g., prior decrees, abandonment and forfeitures, federally reserved rights to groundwater, appurtenancy, agency, and other parties' water rights, for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.

1.5 Counsel agrees to review relevant portions of the Adjudication records, such as prior pleadings, court orders, transcripts and steering committee reports, which are relevant for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.

1.6 Counsel may assist City on any matters before the trial court and special master in the Little Colorado River Adjudication and Gila River Adjudication.

1.7 Counsel may assist City on any matters before any court addressing the issue of the application of the public trust doctrine on Arizona streams including, but not limited to, Center for Biological Diversity v. Smith, (Maricopa County Superior Court No. CV 2002-000171).

1.8 Counsel agrees to assist City in developing a position on normal flow accounting issues and on severance, transfer, abandonment, and forfeiture issues. It is understood that these tasks will be undertaken in addition to work on the interlocutory issues pursuant to direction given by City.

1.9 During the term of this Contract, Counsel agrees to prepare any and all notices of appearance, statements of position and briefs, and to present oral argument which may be scheduled by the Arizona Supreme Court or the United States Supreme Court as to the interlocutory issues.

1.10 Should Counsel, City Attorney and all other city attorneys employed or retained by IGA Cities determine that technical consultants are required to assist Counsel in his performance of this Contract, such technical consultants may be employed only with the express consent of City Attorney, under such terms and conditions as the City Attorney may specify.

1.11 Subject to the activities contemplated in paragraph 11 of this Contract, Counsel shall meet with appropriate representatives of City as necessary to discuss and evaluate the water interests of City and to discuss and evaluate the status of City's water claims in this Adjudication.

1.12 City shall provide Counsel a summary of its claim filed in the Adjudication, a description of its water supply and demand, the amount of each component of its water supply (i.e., Kent Decree rights, CAP rights, groundwater pumping, effluent use, etc.), projections of future water supply and demand for City, and other information necessary to assist Counsel in its representation of City in the Adjudication.

1.13 When reasonably feasible, at least 10 calendar days prior to their due date, Counsel shall furnish City with draft copies of all motions or briefs to be filed on behalf of City that may be dispositive of a particular issue. If Counsel is unable to meet this 10 day deadline, Counsel shall promptly endeavor to make other arrangements satisfactory to City to address the strategy and major positions in the motion or brief to be filed on behalf of City.

1.14 The Counsel will perform services describe in subparagraphs 1.6, 1.7, and 1.10 only upon the direction of the unanimous consensus of city attorneys who are employed or retained by the IGA Cities.

2. **Term of Contract.** Unless terminated as provided below, the term of this Contract shall expire on June 30, 2014; provided, this Contract may be renewed for one (1) additional one (1) year period upon the approval of the City Attorney.

3. **Authorized Expenditures for Legal Services and Expenses.** City agrees to pay Counsel for services rendered hereunder according to the hourly rates and expenses set forth in Exhibit A, with City paying 21.25% of the total cost for all attorneys' fees rendered under this Contract and 20% of the total cost for all expert fees. The total annual cost to City for all attorneys' fees rendered under this Contract, including all expenses of any description for services rendered, shall not exceed $19,125.00, and except as set forth below, City shall not be liable under this Contract for any amount in excess of $19,125.00 per year, for services rendered under this Contract. The case budget for legal services and expenses will not include the costs of experts authorized pursuant to paragraph 6.

3.1. The hourly rates for Counsel will include word processing services, clerical overtime and all other overhead expenses of Counsel which will not be billed to City; provided, that the expenses identified in Exhibit A will be separately itemized and billed to City.

3.2. Only one attorney for Counsel may bill for performing the same major task, such as attending the same deposition, meeting, or hearing, unless Counsel has received the prior approval of the City Attorney; provided, that, without the prior approval of City Attorney, more than one attorney may bill for and assist in work related to research and preparation of pleadings and other documents prepared by Counsel. City and other IGA Cities will appoint a contract manager, who may be the City Attorney and authorize such person to perform duties specified in this Contract.

4. **Payment for Service Billing Format**. Counsel shall prepare and distribute to City a monthly billing for services rendered under this Contract.

4.1 The monthly billing shall consist of one, aggregate billing of all services furnished to City and other IGA Cities under this Contract, with expert services that are authorized pursuant to paragraph 6 identified separately from the other furnished services.

4.2 Counsel shall indicate clearly on each bill the allocated portion to be paid separately by City.

4.3 Counsel agrees to assess expert fees equally amongst all IGA Cities. The amount of expert fees for City shall not exceed $4,000.

4.4 Within thirty (30) days of receipt of each monthly bill, City shall remit to Counsel its allocated portion of the aggregate monthly billing.

5. **Lead Attorney**. William H. Anger shall serve as Lead Attorney to City. Counsel shall not substitute another Lead Attorney to City and other IGA Cities without the prior written consent of City and other IGA Cities.

6. **Subcontracting/ Assignment; Experts**. Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written notice and consent of the City Attorney. Technical experts shall not be retained by Counsel at the expense of City without the prior written consent of the City Attorney. This Contract specifically contemplates that experts may be hired during the Contract term upon the unanimous written consent of all City Attorneys employed or retained by other IGA Cities for purposes related to whether federal reserved rights exist for state trust lands, the resolution of Tribal or Indian Community claims, and any other issues in the Adjudication as needed. The total cost to City for such expert services shall not exceed $4,000.00.

7. **Insurance**. Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omission Professional Liability with limits no less than $1,000,000. Insurance evidenced by this certificate shall not expire, be canceled, or be materially changed without 15 days prior written notice to City.

8. **Independent Contractor**. The services provided by Counsel under this Contract are those of an independent contractor, not an employee.

9. **Termination Under A.R.S. § 38-511**. In accordance with A.R.S. § 38-511, City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City's departments or creating the Contract on behalf of City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee or any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the

subject matter of this Contract. The cancellation shall be effective when written notice from City is received by all other parties to the Contract, unless the notice specifies a later time.

10. **Common Interests and Conflicts of Interest.** City acknowledges that Counsel is jointly representing City and other IGA Cities on matters stated in paragraph 1 of this Contract. To achieve economies of scale and to maximize the effectiveness of City in the Adjudication, City authorizes the Counsel to seek strategies and positions in the Adjudication that advance the common interests of all IGA Cities. However, City also recognize that from time to time issues may arise in the Adjudication concerning which City and other IGA cities may have diverse, incompatible or conflicting interests.

10.1 Counsel will fully and timely inform and explain to City the factual and legal basis for each conflict of interest among IGA Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Adjudication; and

10.2 City will disclose to Counsel perceived or known conflicts of interest among the IGA Cities respecting issues raised in the Adjudication.

10.3 In the event the IGA Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, however, this Contract shall be construed to confer upon City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining IGA Cities in situations where the rules would require Counsel to cease representing City.

10.4 For convenience or cause other than a conflict of interest among the IGA Cities, City may withdraw from future obligations under this Contract upon written notice to Counsel. In such case, City will promptly pay Counsel for its proportional share of all legal services and expenses incurred up to the date of withdrawal. Upon request of City, Counsel shall provide City, within 30 days after receiving the written withdrawal notice from City, a copy of Counsel's files provided that City has paid Counsel for the photocopy charges incurred in copying said file. In the event City's withdrawal raises issues regarding use by Counsel for the other IGA Cities of confidential or privileged information, such conflict will be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, City will negotiate in good faith with Counsel and the other IGA Cities in order to allow Counsel to continue to represent the other IGA Cities in situations where such Rules would require Counsel to cease representing one or more IGA Cities.

10.5 Counsel will notify City if one of the IGA Cities has withdrawn from the joint representation contemplated in paragraph 10.

10.6 Given the large number of diverse and interested parties in the Adjudication, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Conduct.

11. **Separate Representation.** This Contract does not prohibit IGA City or Cities from retaining the Counsel to perform legal services related to the Adjudication that are different in kind to those services performed under this Contract as long as: (i) Counsel is retained by a separate contract; (ii) the IGA City or Cities are billed separately for the services; and (iii) the services are not in furtherance of an issue in which the separately contracting IGA City or Cities have directly conflicting interests with City.

12. **Immigration Law Compliance.**

12.1 Counsel, on its own behalf 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.

12.2 Any breach of warranty under subparagraph 12.1 above is considered a material breach of this Contract and is subject to penalties up to and including termination of this Contract.

12.3 City retains the legal right to inspect the papers of Counsel or a subcontractor employee who performs work under this Contract to ensure that Counsel or any subcontractor is compliant with the warranty under subparagraph 12.1 above.

12.4 City may conduct random inspections, and, upon request of City, Counsel will provide copies of papers and records of Counsel demonstrating continued compliance with the warranty under subparagraph 12.1 above. Counsel agrees to keep papers and records available for inspection by 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 paragraph.

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

12.6 Counsel's warranty and obligations under this section to City are continuing throughout the term of this Contract or until such time as City

determines, in its sole discretion, that Arizona law has been modified and that compliance with this paragraph is no longer a requirement.

12.7 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.

13. **Prohibited Activities.** Counsel, and on behalf of any subcontractors, certifies, to the extent applicable under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that neither has "scrutinized" business operations, as defined in the above statutes, in Sudan or Iran.

ENGELMAN BERGER, P.C.

By: _____

Title: Partner / Shareholder

CITY OF GLENDALE, an
Arizona Municipal Corporation

_____
City Attorney

EXHIBIT A

During the term of the Contract, Counsel will bill the Cities at the hourly rate of $320.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by $15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed $280.00 per hour which rate may be increased by $15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of $180.00 per hour, which rate may be increased by $10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, without limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE MOUNTAIN APACHE TRIBE WATER SETTLEMENT**
Staff Contact:	**Michael D. Bailey, City Attorney**

Purpose and Recommended Action

This is a request for Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the cities of Avondale, Chandler, and Scottsdale for joint legal representation regarding the settlement of water rights claims by the White Mountain Apache Tribe (WMAT).

Background

On February 12, 2013, the City Council approved the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement, including a Lease Agreement for the Tribe's Central Arizona Project (CAP) water.

The agreements are the culmination of settlement talks with the WMAT and others dating back to 2004. For 10 years, Glendale has been actively involved in negotiations with the United States Bureau of Reclamation, the state of Arizona, the Salt River Project Agricultural Improvement and Power District, the Salt River Valley Water Users' Association, the Roosevelt Water Conservation District, the cities and towns of Avondale, Gilbert, Mesa, Peoria, Phoenix, Scottsdale, Show Low, Tempe, and Gilbert, the Buckeye Irrigation Company, the Buckeye Water Conservation and Drainage District, the Arizona Water Company, and the Central Arizona Water Conservation District to resolve long-standing water rights claims to the Salt River by the WMAT.

Since 2008, the cities of Avondale, Chandler, Glendale, and Scottsdale have jointly retained the services of Engelman Berger, P.C. to negotiate and resolve the WMAT's Salt River watershed claims.

Analysis

Staff recommends approval of this request. While the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement and Lease Agreement has been signed and executed by all parties, additional legal work is required before the Agreements become enforceable.

The cities have benefitted from this joint representation by outside counsel. Over the past few years, Engelman Berger, P.C. has been successful in meeting with other parties in order to present a uniform settlement approach and draft settlement documents consistent with the cities' respective interests. As the settlement moves forward through the Superior Court approval process, continued joint representation by Engelman Berger, P.C. will be critical to successful conclusion of all actions required for the Settlement.

Previous Related Council Action

On February 26, 2013, Council adopted Resolution No. 4647, New Series, approving and authorizing a renewal and extension of an intergovernmental agreement and contract for legal services relating to the settlement of the White Mountain Apache Tribe water rights claims.

On February 12, 2013, Council adopted Resolution No. 4642, New Series, approving and authorizing the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement and all associated exhibits, including the 100-year lease of CAP water by Glendale.

At the February 5, 2013, Workshop, Council reviewed a presentation regarding minor revisions made to the WMAT agreements to conform them with federal legislation settling the Tribe's water rights claim.

On February 24, 2009, Council adopted Resolution No. 4235, New Series, approving and authorizing the White Mountain Apache Tribe Water Rights Quantification Agreement and all associated exhibits, including the 100-year lease of CAP water by Glendale.

Community Benefit/Public Involvement

The 2012 Ad Hoc Citizen Task Force on Water and Sewer was briefed on the city's water resources and had two recommendations related to the White Mountain Apache Tribe agreements. The Task Force recommended the city should ensure it has a safe and reliable water supply to meet current and future demand and safeguard water resources sustainability. The Task Force also recommended the city should continue to seek opportunities to acquire additional water resources, such as the 100-year lease agreement pursuant to the 2009 White Mountain Apache Tribe Settlement.

Budget and Financial Impacts

The cost of representation in the WMAT water rights issues is equally shared by the four cities. Glendale is responsible for twenty-five percent (25%), an amount not to exceed $20,000 per year for the services rendered under the proposed contract extension.

CITY COUNCIL REPORT

Funds are available in the FY 2013-14 operating budget of the Water Services Department.

Cost	Fund-Department-Account
$20,000	**2360-17110-518200, Utilities Administration**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4752 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, CHANDLER AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE SETTLEMENT EFFORTS RELATING TO WATER RIGHTS CLAIMS OF THE WHITE MOUNTAIN APACHE TRIBE.

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 an Intergovernmental Agreement and Contract for Legal Services with the cities of Avondale, Chandler and Scottsdale relating to joint legal representation in the settlement efforts relating to the water rights claims of the White Mountain Apache Tribe be entered into, which agreement and contract are now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver any and all necessary 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 _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_ls_wmat

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services ("Contract") is made to be effective this ____ day of _____, 2013 (the "Effective Date"), by, between and among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the "Cities," and the law firm of Engelman Berger, P.C., hereinafter referred to as "Counsel".

NOW, THEREFORE, for and in consideration of the financial accommodations and other terms and conditions of this Contract, the parties hereto agree as follows:

1. Scope of Services. Counsel agrees to represent the Cities in settlement activities relating to the water rights claims of the White Mountain Apache Tribe and the settlement of such possible claims ("Settlement Activities"). This representation shall be in accordance with the terms and conditions of this Contract and direction provided by attorneys employed by the Cities ("City Attorneys").

1.1. Counsel agrees to perform services specified in this Contract. Counsel shall not be required to perform additional services under this Contract and may terminate this Contract if the amount of services and costs has reached the maximum limit as provided in Section 3 of this Contract and no mutually satisfactory arrangements have been made to increase that limit.

1.2. Counsel agrees to represent the Cities in Settlement Activities. For purposes of this Contract, "Settlement Activities" shall mean any of the following:

1.2.1. A settlement conference conducted by the court, special master, mediator, arbitrator, or other designated persons;

1.2.2. A meeting in which some or all of the parties to the Gila River General Stream Adjudication are invited to discuss settlement of the White Mountain Apache Tribe Claims;

1.2.3. A document distributed to some or all of the parties to the Gila River General Stream Adjudication that sets out principles or specific provisions addressing settlement of any litigation related to or settlement of the White Mountain Apache Tribe's water rights;

1.2.4. Any proceedings or activities that relate to the process for court approval or enactment of federal or state legislation relating to the settlement of the White Mountain Apache Tribe water rights claims or allocation of Central Arizona Project water to the Tribe by the Secretary of Interior.

1.2.5. Any activity required that is a condition for one or more of the Cities to receive water that is provided to such Cities under a Settlement Agreement relating to the White Mountain Apache Tribe water rights claims.

1.2.6. Any other activity that relates to possible settlement of the White Mountain

Apache Tribe claims if Counsel obtains prior approval to participate in such activity from each designated City Representative.

1.3. Counsel shall meet with appropriate Representatives of the Cities, collectively and individually, as necessary to discuss and evaluate Settlement Activities.

1.4. Each City shall provide Counsel information as necessary to assist Counsel in its representation of the Cities in Settlement Activities.

1.5. Each City shall designate one Representative for Counsel to keep informed of Settlement Activities. No major decision regarding the resolution of Settlement Activities shall be made without the prior approval of each designated City Representative. All offers of compromise made by any party shall be promptly transmitted to each designated City Representative. Each City will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to enter a counter-offer.

2. Term of Contract. Unless terminated or extended as provided herein, the term of this Contract shall expire on July 1, 2014; provided this Contract may be renewed for additional one (1) year periods upon the approval of the respective City Attorneys.

3. Case Budget; Authorized Expenditures. The Cities agree to pay Counsel for Settlement Activity services rendered pursuant to Subsection 1.2 of this Contract according to the hourly rates and expenses set forth in Exhibit A, with each City paying its allocation pursuant to the percentage divisions identified in Section 4 of this Contract. The total collective costs to the Cities for all attorneys' fees rendered under this Contract, including all expenses of any description, shall not exceed $80,000.00.

3.1. The hourly rates for Counsel shall be inclusive of word processing services, clerical overtime and all other overhead expenses of Counsel which shall not be separately itemized and billed to the City; provided, that the expenses identified in Exhibit "A" shall be separately itemized and billed to the City.

3.2. Photocopying charges shall not exceed 15 cents per page.

3.3. Any expense to the Cities not expressly authorized in the text or by an exhibit to this Contract may be included in a billing of Counsel only if the expense was reasonably incurred in the performance of services under this Contract and is billed on an actual out-of-pocket cost basis to Counsel.

4. Payment for Services; Billing Format. Counsel shall prepare and distribute to the Cities a monthly billing for services rendered under this Contract.

4.1. The monthly billing shall consist of one, aggregate billing for all services furnished to the Cities under this Contract.

4.2. Counsel shall indicate clearly on each bill the allocated portion to be paid separately

by each City.

4.3. City allocations shall represent a one-fourth percentage division of the total bill. In order to limit total collective costs to no more than $80,000.00 and also to divide equally the costs among the Cities, each City's percentage of costs was rounded to twenty-five (25) percent. Percentage allocations are as follows:

		%		$
Avondale	=	25%	=	$20,000.00
Chandler	=	25%	=	$20,000.00
Glendale	=	25%	=	$20,000.00
Scottsdale	=	25%	=	$20,000.00
Total	=	100%	=	$80,000.00

4.4. Within thirty (30) days of receipt of each monthly bill, each City shall remit to Counsel its allocated portion of the aggregate monthly billing.

4.5. Monthly billings shall clearly indicate time spent on tasks in increments of tenths of hours and the name or initials of the person(s) performing each task. Words in billing statements such as "analysis," "conference," "research" or "case preparation" shall only be used if supplemented by descriptions of specific topics or issues germane to the Scope of Services.

4.6. All billings of Counsel shall be subject to audit by the Cities. Counsel shall maintain during the term of this Contract, and for two (2) years thereafter, all books, documents, papers, accounting records and other evidence pertaining to time billed and costs incurred on behalf of the Cities pursuant to this Contract and shall make such materials available to the Cities upon request at Counsel's offices during normal business hours. The Cities shall give Counsel reasonable notice for Counsel to assemble such billing records.

5. Lead Attorney. William H. Anger shall serve as Lead Attorney to the Cities. Counsel shall not substitute another Lead Attorney to the Cities without the prior written consent of the Cities.

6. Subcontracting, Assignment, Experts. Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the City Attorneys. Technical experts shall not be retained by Counsel at the expense of the Cities without prior written consent of the City Attorneys.

7. Insurance, Indemnification. Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omissions Professional Liability Insurance with limits no less than $1,000,000.00. Insurance evidenced by this certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the Cities.

8. Independent Contractor. The services provided by Counsel under this Contract are those of an independent contractor, not an employee.

9. Termination Under A.R.S. § 38-511. In accordance with A.R.S. § 38-511, the Cities may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Cities' departments or creating the contract on behalf of the Cities' departments agencies is, at any time while the contract or any extension of contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Cities is received by all other parties to the contract, unless the notice specifies a later time.

10. Common Interests and Conflicts of Interest. The Cities have decided upon joint representation in order to achieve economies of scale and to maximize the effectiveness of all the Cities represented by Counsel in Settlement Activities relating to White Mountain Apache Tribe's water rights claims. Counsel is directed to seek strategies and positions in Settlement Activities relating to White Mountain Apache Tribe's water rights claims that advance the common interests of the Cities. However, the Cities also recognize that from time to time issues may arise in Settlement Activities relating to the White Mountain Apache Tribe's water rights claims and as to which the Cities may have diverse, incompatible or conflicting interests. Accordingly, the Cities agree:

10.1. That Counsel shall fully and timely inform and explain to all Cities the factual and legal basis for each conflict of interest among the Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Settlement Activities or litigation relating to the settlement of the White Mountain Apache Tribe's water rights claims; and

10.2. That the Cities shall disclose to Counsel perceived or known conflicts of interest among the Cities respecting issues raised in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights.

10.3. In the event the Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Responsibility; provided, however, this Contract shall be construed to confer upon each City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.

10.4. Each City is entitled to actively participate on issues in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights claims and consistent with the Supreme Court's Rules of Professional Responsibility.

10.5. For convenience or cause other than a conflict of interest among the Cities, the Cities may withdraw from future obligations under their Contract with Counsel upon written notice to Counsel; provided, however, Counsel's Contract will remain in full force and effect as to the remaining Cities. Additionally, the percentage division and allocation of the total bill for the remaining cities as outlined in

Paragraph 4.3 shall be increased to make up for the loss of the withdrawing City. The withdrawing Cities shall pay Counsel for their proportionate share of all legal services and expenses incurred up to the date of withdrawal. If requested by the withdrawing city, Counsel shall provide the withdrawing city, within thirty (30) days a copy of Counsel's file provided that the withdrawing city shall pay Counsel for the photocopy charges incurred in copying said file. In the event the withdrawal of one or more Cities raises issues regarding use by Counsel for the remaining Cities of confidential or privileged information, such conflict shall be dealt with in accordance with the Supreme Court's Rules of Professional Responsibility; provided however this contract shall be construed to confer upon such City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.

10.6. That given the large number of diverse interested parties in Settlement Activities relating to the White Mountain Apache Tribe's water rights, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Responsibility.

11. Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, Counsel hereby warrants to the City that Counsel and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Counsel Immigration Warranty").

11.1. A breach of the Counsel Immigration Warranty (Exhibit B) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the Contract.

11.2. Each City retains the legal right to inspect the papers of any Counsel or Subcontractor employee who works on this Contract to ensure that Counsel or Subcontractor is complying with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in the conduct of any such inspections. The City's inspection rights under this Paragraph 11.2 only extend to such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the Counsel Immigration Warranty and not any other employment or other employee records. In conducting any inspections under this Paragraph 11.2, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

11.3. Each City may, at its sole discretion, conduct random verifications of the employment records of Counsel and any of Counsel's Subcontractors who provide services under this Contract to ensure compliance with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in performing

any such random verifications. The City's random verifications rights under this Paragraph 11.3 only extend to the right to review such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the Counsel Immigration Warranty and not any other employment or other employee records. In conducting any random verifications under this Paragraph 11.3, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

11.4. The provisions of this Article must be included in any contract that Counsel enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

11.5. In accordance with A.R.S. §35-393.06, Counsel hereby certifies that Counsel does not have scrutinized business operations in Iran.

11.6. In accordance with A.R.S. §35-391.06, Counsel hereby certifies that Counsel does not have scrutinized business operations in Sudan.

12. This Contract may be executed in counterparts, each of which may contain fewer than all signatures but all of which, together, shall constitute a single instrument.

[Signatures on following pages.]

ENGELMAN BERGER, P.C.

By: _____
Title: Partner / Share Holder

CITY OF AVONDALE, an
Arizona Municipal Corporation

_____
Andrew McGuire, City Attorney

CITY OF CHANDLER, an
Arizona Municipal Corporation

_____
Mary Wade, City Attorney

CITY OF GLENDALE, an
Arizona Municipal Corporation

_____
City Attorney

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

_____
Bruce Washburn, City Attorney

EXHIBIT "A"

During the term of the Contract, Counsel will bill the Cities at the hourly rate of $320.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by $15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed $280.00 per hour which rate may be increased by $15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of $180.00 per hour, which rate may be increased by $10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, without limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.

EXHIBIT B

Counsel Immigration Warranty
To Be Completed by Counsel Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Counsel and Subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form, Counsel shall attest that it, and all Subcontractors performing work under the cited Contract, meets all conditions contained herein.

Contract Description: Joint Representation of the Cities of Avondale, Chandler, Glendale and Scottsdale relating to the White Mountain Apache Tribe's Water Rights
Name (as listed in the contract): Engelman Berger, P.C.
Street Name and Number: 3636 North Central Avenue, Suite 700
City: Phoenix State: Arizona Zip Code: 85012

I hereby attest that:

1. Counsel complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All Subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and

3. Counsel has identified all Counsel and Subcontractor employees who perform work under the Contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Counsel (Employer) or Authorized Designee:

_____

Printed Name: _____

Title: _____

Date (month/day/year): _____

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM**
Staff Contact:	**Sam McAllen, Executive Director, Neighborhood and Human Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Department of Human Services as the lead agency for Maricopa HOME Consortium. This agreement is a new sub-recipient agreement required by the Department of Housing and Urban Development (HUD). This year's allocation is $481,541 from the HOME Investment Partnerships Program for the fiscal year (FY) 2013-14.

Background

The Maricopa HOME Consortium was established in 1993 for the purpose of receiving HOME funds from HUD. Current consortium members include Maricopa County as the lead agency and the cities of Chandler, Glendale, Surprise, Avondale, Peoria, Scottsdale, Tempe, and the Town of Gilbert. Since Glendale first entered into an IGA with the Maricopa HOME Consortium in 1993, it has renewed the IGA every three years. This has resulted in the city having received $12,142,953 in HOME funds.

Analysis

Federal funds are provided to allow entitlement cities the ability to meet community needs in a wide variety of areas. These areas include the Residential Infill Acquisition and Renovation program by Habitat for Humanity and Glendale's Housing Rehabilitation and Replacement Housing programs. Program regulations help direct the use of funds, which target families and individuals who are low-to-moderate income. The program has some built-in parameters that allow a percentage of the funds to be used to address specific needs in the community.

Previous Related Council Action

At the January 11, 2005 City Council meeting, Resolution No. 3856 was approved authorizing the execution of a new IGA with the Maricopa HOME Consortium for federal fiscal years 2006 through 2008. In June 2007, the members of the Maricopa HOME Consortium decided to renew the IGA through the automatic renewal clause in the IGA through July 1, 2012. In July 2011, the members

of consortium decided once again to continue the IGA as written through the automatic renewal clause until July 1, 2015.

On March 19, 2013, Council approved funding the CDAC recommendation which determines the city's community needs and the priorities to be used in formulating its recommendations. The extensive public process and Council priorities are supported by Glendale's Five-Year Consolidated Plan for Fiscal Years 2010 through 2014. In FY 2013-14, Glendale's HOME allocation is $481,541.

Community Benefit/Public Involvement

The objective of the HOME Program is to expand the supply of decent, sanitary, and affordable housing for low-to-moderate income households. This program has supported numerous activities that have benefited hundreds of Glendale residents. The consortium assists the city and acts as the lead agency and provides administrative oversight to ensure compliance with all federal regulations. As reimbursement for its administrative duties, Maricopa County will receive up to 5% of each consortium members' share of their HOME Program grant allocation each year.

Budget and Financial Impacts

Federal HUD funds are received by Glendale as an entitlement and are budgeted annually through the city's budget process. The amount the city receives is based on the amount of congressional funding allocated and a formula that HUD applies using a variety of factors that include population, housing conditions, and others, such as foreclosure rates.

The HOME program requires a 25% match from non-federal funds. For HOME projects administered by the city, an annual match allocation of $25,000 is provided in the General Fund budget as a supplement towards the required 25% match requirement. Outside agencies who apply for HOME funds are required to provide their own matching funds.

Cost	Fund-Department-Account
$481,541	**1300-30001-518200, HOME Investment Partnership Program**
$25,000	**1000-15010-518200, General Fund HOME Match**

Capital Expense? Yes ☐ No☒

Budgeted? Yes ☐ No ☒

CITY COUNCIL REPORT

Requesting Budget or Appropriation Transfer? Yes ☐ No☒

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4753 NEW SERIES

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 HUMAN SERVICES DEPARTMENT CONCERNING THE CITY OF GLENDALE'S HOME INVESTMENT PARTNERSHIP PROGRAM.

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 an intergovernmental agreement with Maricopa County of Arizona, administered by its Human Services Department, for services relating to the City's HOME Investment Partnership Program be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_mchsd_home

AGREEMENT

for services between

MARICOPA COUNTY

Administered by its

Human Services Department
and
City of Glendale

Contract Amount: $481,541.00
Contract Start Date: July 1, 2013
Contract Termination Date: Contract Term 24 months from Contract Start Date.
Contract Number: C-22-
Program Number: _____
CFDA Number: 14.239, HOME Investment Partnership Program

County shall provide financial assistance in an amount up to Four Hundred Eighty-One Thousand Five Hundred Forty-One dollars ($481,541.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between The City of Glendale a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "Lead Agency" and/or "County"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions-prior to the release of funds.

Subrecipient Representative: Gilbert Lopez_____ Phone: (623) 930-3670_____
_____E-mail: GLopez@GlendaleAZ.com
Address: 6829 N. 58th Dr., Suite 104, Glendale, AZ 85301_____
_____

Lead Agency: Ursula Strephans_____ Phone: (602) 375-1526_____
_____ E-mail: strephansu@mail.maricopa.gov___
Address: 234 N. Central Ave., Third Floor, Phoenix, AZ 85004_____
_____

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By: SUBRECIPIENT	Approved By: MARICOPA COUNTY (LEAD AGENCY)
_____ Authorized Signature	_____ Chairman, Board of Supervisors
_____ DATE	_____ DATE
Attested to:	Attested to:
_____ City/Town Clerk	_____ Clerk, Board of Supervisors
_____ DATE	_____ DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY**, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY** HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ Attorney for the Subrecipient	_____ Attorney for the Board of Supervisors
_____ DATE	_____ DATE

SECTION I

GENERAL PROVISIONS

Maricopa County

Human Services Department

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.

2. **Assistant Director** means the Director of a specific Division within the Human Services Department.

3. **Board of Supervisors** means the Maricopa County Board of Supervisors.

4. **Contract Administrator** means the person administering this Agreement on behalf of the Department.

5. **Contract Specialist** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.

6. **County** means Maricopa County.

7. **Department** means the Maricopa County Human Services Department.

8. **Director** means the Director of the Maricopa County Human Services Department.

9. **Division** means a section of the Human Services Department.

10. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.

11. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.

12. **Juvenile** means any person under the age of eighteen (18).

13. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.

14. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.

15. **Program** means HOME subrecipients receive funds to carry out programs (e.g., downpayment assistance, homeowner rehabilitation, or tenant-based rental assistance

programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the Subrecipient programs to be administered.

16. **Program Manager** means the Assistant Director of a Division of Human Services.
17. **Projects** means HOME subrecipients that will commit home funds to projects in their jurisdictions.

18. **Provider** means any Subrecipient and/or Subrecipient providing services required by this Agreement.

19. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

20. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.

21. **Subrecipient** means a public agency to administer all requirements of the HOME program and is the person, firm or organization listed on the Cover Page of this Agreement.

22. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.

23. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. <u>GENERAL REQUIREMENTS</u>

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. <u>ACCEPTANCE OF FUNDS</u>

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the County no later than six (6) months prior to contract expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the Subrecipient fully informed as to the availability of funds.

2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. If the County agrees to the budget adjustments, the County shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted six (6) months prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.

2. Disputes must be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date the Subrecipient knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the Subrecipient within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date the Subrecipient receives the decision, Subrecipient files a written notice of appeal with the Director of the Materials Management Department of Maricopa County, who shall provide the

Subrecipient with a written response within fourteen (14) working days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.

3. Pending a final decision of the Director of the Materials Management Department, the Subrecipient shall proceed diligently with the performance of this Agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.

Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

a. Nonperformance of any obligations required by this Agreement.
b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
c. Unauthorized expenditure of funds.
d. Violation of the applicable affordability period.
e. Improper disposition of resale or recapture proceeds.
f. Improper disposition of program income.
g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars.
h. Noncompliance with recordkeeping, record retention, or reporting requirements.

Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, SUBRECIPIENT shall, without intent to limit or with restrictions, be subject to the following:

a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

K. TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.

2. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

3. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.

4. In accordance with 24 CFR § 85.43, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.

5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The Department's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

O. RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

P. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

Subrecipients in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipients shall comply with OMB Circular A-133. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. Subrecipients shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for subrecipients not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the County determines that a cost for which payment has been made is a disallowed cost, the Department will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. STAFF AND VOLUNTEER TRAINING

The Department may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the Department.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall

complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information, just as Subrecipient would safeguard its own confidential information. Subrecipient shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Department and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*).

FF. RECOGNITION OF DEPARTMENT SUPPORT

The Subrecipient shall give recognition to the Department, the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

GG. INSURANCE

The Subrecipient shall have in effect at all times during the term of this Agreement, insurance which is adequate to protect the County, its officers and employees, participants and equipment funded under this Agreement against such losses as are set forth below. The Subrecipient shall name the County as an additional insured party. The Subrecipient shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

1. The following types and amounts of insurance are required as minimum:

   a. Worker's Compensation according to statutory limits.
   b. Unemployment Insurance as required by Arizona Law.
   c. Public Liability, Bodily Injury and Property Damage;
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   d. Automobile and Truck Liability, Bodily Injury and Property Damages:
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   e. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Subrecipient and reimbursement, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.

f. Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.

2. Subrecipients providing professional or semi-professional personal services for which malpractice or professional liability coverage is available, such as medical, psychiatric or legal services, shall carry minimum liability coverage of $1,000,000 each occurrence and provide the Department with proof of coverage.

HH. BONDING

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Contract Administrator with documentation of required bonding.

2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.

3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

JJ. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement

authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
2. The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

NN. ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
2. Supplies

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than $300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.
3. Minority, Women and Small Business Enterprises

   The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures

   If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and

shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). Subrecipient shall comply with the IRCA in performing under this Agreement and shall grant the County access to inspect its personnel records to verify such compliance.

RR. DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

SS. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The County may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this County from any other Party to this Agreement arising as the result of this Agreement.

UU. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

VV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The (put in name of the organization) ("Subrecipient"), defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2 have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4 have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

5 shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

6 shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other subrecipients; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Ursula Strephans, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

WW. <u>VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS</u>

By entering into this Agreement, the Subrecipient represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from its Vendors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The Subrecipient and its Vendors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;

3. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

SECTION II

SPECIAL PROVISIONS

Maricopa County

Human Services

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. DEFINITIONS

As used throughout this Section as a supplement to Definitions in Section I, the following terms shall have the following meanings:

1. **HUD** means U.S. Department of Housing and Urban Development
2. **CDBG** means Community Development Block Grant Program
3. **HOME** means HOME Investment Partnership Program
4. **COUNTY** means Maricopa County Human Services Department, Community Development Division
5. **CD** means Community Development
6. **Admin Manual on CD** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **CDAC** means Community Development Advisory Committee
8. **BOS** means Maricopa County Board of Supervisors

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Contract Administrator whenever the SUBRECIPIENT is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The SUBRECIPIENT acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the SUBRECIPIENT to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The SUBRECIPIENT shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

E. GENERAL PROVISIONS, SECTION I, SUPERSEDED IN SPECIAL PROVISIONS, SECTION II

"LL Financial Management" is superseded in Special Provisions
"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department/Community Development Division by March 30th, either:
Audited financial statements prepared in accordance with federal single audit requirements; or,
Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. PROGRAMS: In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Performance Reports:
    a. Quarterly Program Income Report and Supporting Documentation due on the 25th of July, October, January and April.
    b. Quarterly Progress Reports due on the 25th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June)and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports (which include beneficiary information) will result in suspension of payment reimbursement requests until all reports are brought current. Quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
    c. Request for Payment Reimbursement on the County required form and must include all supporting documentation and have a Match Log and supporting documentation;
    d. HOME Setup and HOME Completion Report.;
    e. MBE/WBE information; and
    f. Other HUD-required reporting data as applicable shall be submitted.

2. PROGRAM INCOME: All income received from HOME Funds shall be considered program income and subject to the requirements set forth in HOME Program regulations. Program Income includes, but is not limited to: [1] payments of principal and interest on loans. Program Income may be retained and used by the SUBRECIPIENT subject to the following conditions: [1] program income shall be tracked by the SUBRECIPIENT and accounted for in a separate fund or account; [2] program income funds shall be expended for eligible program expenses before additional HOME Funds are requested; [3] documentation supporting the amount of program income received and expended shall be submitted the 25th of quarterly to the County; and [4] a yearly program income log that states program income received and expended shall be submitted at the end of each fiscal year, June 30th. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days of receipt.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance

with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252.

4. DEOBLIGATION: The County may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances:
    a. The Subrecipient completes performance under the Scope of Work without using all funds provided by the County under this Agreement;
    b. This Agreement expires all funds are expended and ;
    c. The County original allocation was a loan and the Subrecipient paid the loan;
    d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
    e. This Agreement has otherwise been terminated. The County may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

5. REDUCTION IN FUNDS: The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

6. REPAYMENT OF FUNDS: Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.
    a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
        i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.

iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).

b. DOCUMENTATION AND RECORD KEEPING:

i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
2. Records providing a full description of each projects undertaken and its impact;
3. Records required determining the eligibility of activities;
4. Records which demonstrate compliance with environmental review requirements;
5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
6. Records which demonstrate citizen participation;
7. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
8. Records demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
9. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
10. Financial records as required by OMB Circular A-110;
11. Other records necessary to document compliance with HOME requirements;
12. Records documenting compliance with Section 3 of the Housing Development Act of 1968;
13. Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
14. Records supporting that the SUBRECIPIENT has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
15. All Applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

ii. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

iii. Disclosure – The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.

iv. Activity Reports – Such reports as required by the COUNTY including, but not limited to HOME Setup/Completion Report, Quarterly Progress Reports, Quarterly Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Administrative Manual on CD at the completion of each Program which is described under the Scope of Work.

v. Audits and Inspections – All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the SUBRECIPIENT within 45 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual on CD concerning SUBRECIPIENT audits. The Annual Audit requirement is applicable to all levels of funding received by SUBRECIPIENTS via this Agreement, even if the level of funding is less than the current thresholds cited in OMB Circular A-133.

vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.

9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
    i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.
    ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
    iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
    iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.
c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.
e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:
    a. That it is a municipality that meets the applicable requirements of the HOME Program.
    b. That it possesses legal authority to execute this Agreement.

c. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute this Agreement and to comply with the terms of this Agreement.
d. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
    i. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments ”OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations”: and with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:
    a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
        i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
        ii. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act;
        iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
        iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
        v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);
        vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
        vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
    b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of

affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.
e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
    i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
    ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contact;
    iii. That the COUNTY retains the legal right to inspect the employment papers of any subrecipient or vendors employee who works on the Agreement to ensure that the subrecipient or vendor is complying with the warranty provided under subsection a above and that the subrecipient agrees to make all papers and employment

records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

iv. That nothing herein shall make any subrecipient, or vendor an agent or employee of the COUNTY;

l. That the Administrative Manual on CD shall be made accessible to all applicable SUBRECIPIENT staff.

12. REGARDING SUBCONTRACTS AND VENDORS:
    a. Approvals – The SUBRECIPIENT shall not commit to any pre-Agreement costs or enter into any subcontract(s) with any agency or individual in the performance of this Program without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement.
    b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.
    c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
    d. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

13. THE COUNTY CERTIFIES:
    a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.
    b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

ACTIVITY COMPLETION Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the COUNTY for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The SUBRECIPIENT shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The COUNTY will notify the Subrecipient in writing that a Completion Report is due to the COUNTY within sixty (60) days of one of the following occurrences:

a. Funds have been expended for the activity;
b. The Scope of Work has been completed;
c. The contract period set forth in this Agreement has expired; or
d. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed.

14. FAILURE TO MAKE PROGRESS Failure of the Subrecipient to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
    a. The Subrecipient fails to begin work on its Environmental Review pursuant to section 5 within sixty (60) calendar days from the date the County executes this Agreement;
    b. The Subrecipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the execution date of this Agreement.
    c. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not commence any of the activities described in the Statement of Work or fails to expend any funds in accordance with the Compensation within one-hundred eighty (180) calendar days from the full execution dated of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate Agreement for cause pursuant to Section I of this Agreement.

15. GENERAL CONDITIONS:
    a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by County under this Agreement is contingent upon the actual receipt of funds from HUD.
    b. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
    c. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Administrative Manual on CD. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
    d. Changes – The County may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
        i. Scope of Work activities reflecting changes in Federal, State, County or local regulations, policies or requirements;
        ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.
        iii. Increase/decrease Agreement funding per Consortium/CDAC/BOS policies.
    e. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
    f. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent CDAC/BOS Manual and all provisions in

the most recent Administrative Manual on CD. Non-compliance with the Administrative Manual on CD shall constitute a breach of contract.

g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
i. Acknowledge the contribution of the Maricopa Urban County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

16. REVERSION OF ASSETS: Upon expiration of this Agreement, the SUBRECIPIENT shall transfer all remaining unspent funds or the value of other assets as defined by the terms of affordability (Attachment III) relating to the HOME Program to the County. A written letter of intent to terminate must be submitted to the County a minimum of 30 days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

(A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

(B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The SUBRECIPIENT will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace;
   (b) The participating jurisdiction's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
   (a) Abide by the terms of the statement; and
   (b) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal

agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

Signature (SUBRECIPIENT Representative)	Date
Printed/Typed Name	Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all SUBRECIPIENTs shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized City Official	Date
Printed/Typed Name	Title
City Name	

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings)~~,~~ or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent subrecipients not on the grantee's payroll; or employees of SUBRECIPIENTs or vendors in covered workplaces).

ATTACHMENT A

Maricopa County Human Services Department
HB2008 Working Procedures
January 2010

The Arizona State Legislature passed HB2008 (ARS § 1-501 and § 1-502) which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens. Therefore:

- All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

- All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

- Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

Maricopa County Human Services Department (MCHSD) is committed to administering the new law completely and fairly. This set of procedures and forms establishes policy for all employees and subcontracted Community Action Program (CAP) agencies to follow.

The public benefits that have been identified by the funding sources as services subject to this requirement include:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE) Weatherization
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)

The law requires that MCHSD employees and subcontracted agencies perform three distinct steps prior to providing services to authorized or eligible applicants for these specified funded services. Those key steps are:

1. Request evidence of U.S. citizenship and/or immigration status of the <u>authorized</u> or <u>eligible</u> applicant or child if STCS/TANF.
2. Require eligible applicants to execute a sworn affidavit stating the documentation provided is true.
3. Report violations of Federal Immigration law to the Federal Immigration Authorities

It is very important that all employees and vendors strictly follow this policy in all cases. HB2008 (ARS § 1-501 and § 1-502) contains serious penalties for non-compliance with the Law. Failure to report suspected violations of Federal Immigration Law by an employee is a Class 2 misdemeanor. If that employee's supervisor knew of the failure to report and failed to direct the employee to make the report, the supervisor is also guilty of a Class 2 misdemeanor.

Each subcontracted agency is also responsible for developing their own procedures to ensure compliance with ARS § 1-501 and § 1-502 and A.R.S. § 46-140.01. The vendor agency may need to be advised by their legal counsel. If these differ from those established by MCHSD, MCHSD must be notified of and approve these procedures prior to their implementation.

The following procedure is a "work in progress." The procedure may change as interpretations of HB2008 (ARS § 1-501and § 1-502) are updated. The following procedure is required by MCHSD.

Procedures

These are the requirements that authorized or eligible applicants for MCHSD funded services must fulfill in order to qualify to receive a specifically funded service.

1. Evidence of U.S. citizenship and/or immigration status of the authorized or eligible applicant (or child if STCS/TANF) must be provided.
2. Eligible applicants must execute a sworn affidavit stating the documentation provided is true.

These procedures must be followed for MCHSD funded services that are governed by HB2008 (ARS § 1-501 and § 1-502) specifically, the following fund sources:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)

If the funding source is not listed, then the requirements in HB2008 do not apply to the funding source.

Evidence Of U.S. Citizenship Or Lawful Presence

The fund sources differ in the acceptable documents that can be used to demonstrate lawful presence. Therefore these are listed separately below.

For Arizona Department of Housing / Housing Trust Fund (ADOH/HTF):

An applicant for an ADOH funded service is required to submit at least one of the following **original** documents to verify the applicant's lawful presence in this country.

SECTION III

WORK STATEMENT

Contract # C-22-

Maricopa County

Human Services

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2013-2014

July 2013 **077523579**

City of Glendale, Community Revitalization Division

FY 2013-2014

Single Family Housing Rehab

Single-Family Detached

Describe the Scope of Work:
This program provides assistance to homeowners to rehabilitate their home to eliminate safety hazards in the house.

Consolidated Plan – Describe goals to be addressed:
The goal of this program is to provide necessary repairs to eliminate safety hazards in the home, and ensure the home meets current code standards thus prolonging the life of the house and improve the quality of life for the homeowner.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

None

Priority rated in the Consolidated Plan:

☐ **High** ☑ **Medium** ☐ **Low**

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☑ Single Family Housing Rehab and Emerg. Repair	☐ Homebuyer Activities Homebuyer Assistance, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME	Single Family Rehab	Yes	5	Yes

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☑ **No** ☐ N/A This site is currently under control in the form of (check all that apply):

☐ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract** ☐ **Agreement to**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☑ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☑ **Yes** ☐ **No** If yes explain: If the work is extensive enough to relocate homeowner.

Will the property require lead based paint abatement? ☑ **Yes** ☐ **No** If yes explain: If built before 1978.

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of County Assisted Units in program (if rental)
Households at or below **50%**	1	1	0
Households at or below **60%**	2	2	0
Households at or below **80%**	2	2	0
TOTAL	**5**	**5**	**0**

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations:	0
	0

E. PERFORMANCE REPORTING - GOALS:

Completion date: June 2015
Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

MILESTONES	START DATE	COMPLETION DATE
Complete the rehabilitation of 5 single family homes.	September 2013	June 2015

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Community Revitalization will income qualify households whom participate in the program. Staff will complete pre-inspection of the resident to determine the extent of the rehabilitation assistance request. The project will go through a formal bid process and the project will be awarded to the lowest bidder. Once the work begins, staff inspects the jobs weekly to ensure compliance and qualify of work. The affordability period is ensured as part of the loan in which the loan terms reflect the home affordability period. The instrument of enforcement which is recorded is the promissory note and deed of trust.

G. ACTIVITY BUDGET SUMMARY:

ACQUISITION	**TOTAL COST**	**HOME FUNDS**	**Source #1** _____	**Source #2** _____	**MATCH**
Land					
Buildings		$206,827			$51,706.75
Closing Costs					
Legal Fees					
TOTAL		**$206,827**			**$51,706.75**
SITE & DEMOLITION					
Site Work					
Demolition					
TOTAL					
NEW CONSTRUCTION or REHAB					
Construction Costs					
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other					
TOTAL					
ARCHITECTURAL FEES					
Design					
Supervision					
Other					
TOTAL					
CONSTRUCTION INTEREST & FEES & LEGAL FEES					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
ADMINISTRATION COSTS					
Program Delivery					
TOTAL					
OTHER					

Other-Itemize					
GRAND TOTAL		**$206,827**			**$51,706.75**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
N/A	N/A	N/A
TOTALS	**$0.00**	**$0.00**

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED. (Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER / IN-KIND AMOUNT	TOTAL
City of Glendale	General Fund	N/A	N/A	$51,706.75
TOTALS	**$0.00**	**$0.00**	**$0.00**	**$51,706.75**

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

PROGRAM INCOME: ☑ Will ☐ Will not be generated with this activity
Submit Program Income log monthly

Program income will be used for future rehabilitation single family projects for Glendale residents.

K. COST OVERRUNS

Cost overruns will be handled by: City of Glendale

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2013-2014

July 2013 **077523579**

City of Glendale, Community Revitalization Division

FY 2013-2014

Single Family Housing Rehab

Single-Family Detached

Describe the Scope of Work:
This program provides construction costs to Habitat for Humanity Central Arizona for the renovation of Infill Housing Projects for resale to income qualified households.

Consolidated Plan – Describe goals to be addressed:
The goal of this program is to provide affordable and decent housing for low-to-moderate income households.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

None

Priority rated in the Consolidated Plan:

☑ **High** ☐ **Medium** ☐ **Low**

SECTION IV COMPENSATION

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☑ Single Family Housing Rehab and Emerg. Repair	☐ Homebuyer Activities Homebuyer Assistance, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

L. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME	Housing	Yes	3	Yes

M. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☑ **No** ☐ N/A This site is currently under control in the form of (check all that apply):

☐ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract** ☐ **Agreement to**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☑ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☑ **Yes** ☑ **No** If yes explain:

Will the property require lead based paint abatement? ☑ **Yes** ☐ **No** If yes explain: If built after 1978.

N. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below **50%**	1	1	0
Households at or below **60%**	2	2	0
Households at or below **80%**	0	0	0
TOTAL	**3**	**3**	**0**

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations:	0
	0

O. PERFORMANCE REPORTING - GOALS:

Completion date: June 2015
Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

MILESTONES	START DATE	COMPLETION DATE
	September 2013	June 2015

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

P. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Habitat for Humanity Central Arizona will renovate three homes and resell the homes to low income qualified families. The HOME funded renovations will bring the houses in compliance with current code standards. The affordability period will be based on the amount of homebuyer assistance that is allocated to the homebuyer. The terms of affordability will be enforced with a deed of trust and promissory note.

Q. ACTIVITY BUDGET SUMMARY:

ACQUISITION	**TOTAL COST**	**HOME FUNDS**	**Source #1** _____	**Source #2** _____	**MATCH**
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
SITE & DEMOLITION					
Site Work					
Demolition					
TOTAL					
NEW CONSTRUCTION or REHAB					
Construction Costs		$250,000			
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other					
TOTAL		**$250,000**			
ARCHITECTURAL FEES					
Design					
Supervision					
Other					
TOTAL					
CONSTRUCTION INTEREST & FEES & LEGAL FEES					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
ADMINISTRATION COSTS					
Program Delivery		$15,200			
TOTAL		**$15,200**			
OTHER					
Other-Itemize					
GRAND TOTAL		**$265,200**			

R. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
Habitat for Humanity Central Arizona	$375,000	$122,400
TOTALS	**$375,000**	**$122,400**

S. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.
(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER / IN-KIND AMOUNT	TOTAL
Habitat for Humanity	$62,500	N/A	N/A	$62,500
TOTALS	**$62,500**	**$0.00**	**$0.00**	**$62,500**

* Total Match reported here must equal Total Match on the Budget Summary.

T. PROGRAM INCOME:

PROGRAM INCOME: ☑ Will ☐ Will not be generated with this activity
Submit Program Income log monthly

Program Income will be used for: Program income will be used by Habitat for Humanity to renovate existing properties to sell to income qualified households for future projects.

U. COST OVERRUNS

Cost overruns will be handled by: Habitat for Humanity Central Arizona

SECTION IV

COMPENSATION

Contract # C-22-

Maricopa County

Human Services

SECTION IV COMPENSATION

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment B) to County unless monthly expenditures for the activity do not exceed One Thousand Dollars ($1,000.00). County agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

C. REIMBURSEMENT

The County shall provide financial assistance in an amount up to Four Hundred Eighty-One Thousand Five Hundred Forty-One dollars ($481,541.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the SUBRECIPIENT to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

REIMBURSEMENT REQUEST FORM

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM

Invoice Date:
ONSORTIUM MEMBER City of Glendale
CM Address: 6829 N. 58th Dr., Suite 104
City/Zip: Glendale, AZ 85301

FOR MCHSD USE ONLY			
CM ALLOCATION	$ 481,541.00		
ENCUMBRANCE	$ -	EXPENDED	0
BALANCE	$ 481,541.00	BALANCE	$ 481,541.00

FISCAL YEAR GOAL: Single-Family Rehab (5) $201,445.00; Acquisition and New Construction for Homebuyer (3) $250,000

ACCOMPLISHMENTS:

FY 2013/2014

ENCUMBRANCE DEADLINE July 2015 EXPENDITURE DEADLINE June 2015

PROJECT		PROJECT BUDGET								
IDIS #	ACTIVITY	ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE	MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
Single-Family Rehab		$201,445							
					$ -	$ -			
					$ -				
					$ -				
Acq / New Const. for Homebuyer		$250,000							
					$ -				
Admin		$30,096							
	Admin		$ -		$ -				
	TOTALS	$ -	$ -	$ -	$ -	$ -	$ -		$ -

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH SALT RIVER PROJECT FOR THE DESIGN OF ELECTRICAL FACILITIES FOR STREET LIGHTING**
Staff Contact:	**Jamsheed Mehta, AICP, Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into two Intergovernmental Agreements (IGAs) with Salt River Project Agricultural Improvement and Power District (SRP) for the design of electrical facilities for two streetlights.

Background

The Streetlight Management Program is responsible for the design, construction, operation, maintenance and repair of the city's roadway lighting system. SRP provides the design of electrical systems that supply power to the streetlight poles within its service area. Currently, two locations in the SRP service area require new power supplies.

- 8648 North 59th Avenue ($1,507.39)
- 6203 North 67th Avenue ($544.93)

Community Benefit/Public Involvement

These IGAs will allow for maintenance improvements to street lighting at these two locations for the benefit of neighborhood residents and the traveling public.

Budget and Financial Impacts

Funds are available in the Fiscal Year 2013-14 capital improvement plan. The operating costs associated with these streetlights are available in Transportation Services' operating budget.

Cost	Fund-Department-Account
$2,052.32	**1980-68121-550800, Street Light Replacement**

CITY COUNCIL REPORT

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

Agreement

RESOLUTION NO. 4754 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF TWO INTERGOVERNMENTAL AGREEMENTS ENTITLED "CITY OF GLENDALE DISTRIBUTION DESIGN AND CONSTRUCTION CONTRACT" WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE DESIGN AND CONSTRUCTION OF ELECTRICAL FACILITIES LOCATED AT: (1) 8648 NORTH 59TH AVENUE; AND (2) 6203 NORTH 67TH AVENUE IN GLENDALE, ARIZONA.

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 an intergovernmental agreement entitled, "City of Glendale Distribution Design and Construction Contract" with the Salt River Project Agricultural Improvement and Power District for design and construction of electrical facilities at 8648 North 59th Avenue in Glendale, Arizona (Tracking # T1965322) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "City of Glendale Distribution Design and Construction Contract" with the Salt River Project Agricultural Improvement and Power District for design and construction of electrical facilities at 6203 North 67th Avenue in Glendale, Arizona (Tracking # T1979913) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 3. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_srp_t1965322

City of Glendale Distribution Design and Construction Contract

CUSTOMER IMPROVEMENTS
SRP - XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025
ATTN:

SRP Contact: Jonathan Snaza
Contact Phone: (602) 236-0845
Contact Fax:
Date: 11/13/2013

,

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and (Customer) enter into this contract (Contract) for the design and construction of electrical facilities for the following Customer project (Project):

Customer Project:	GLENDALE CITY RE-FEED LT #GL27050	Job Order #:	
Location:	8648 N 59TH AVE	Tracking #:	T1965322
Project Information:	Streetlights	Total Amps:	
Square Footage:	Min: , Max:	Dev. Type:	CUS
Delivery Voltage(s):		Originating Cost Center: 22650	

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and Customer. Any changes, amendments, or modifications to this Contract must be in writing and signed by both parties. Customer understands that SRP will not begin design services until Customer signs and returns this contract and pays the Contribution in Aid of Construction (CIAC) fee below. If the job is cancelled or Customer fails to diligently proceed to completion (as described below), the portion of the CIAC fee that was not used (if any) may, at SRP's discretion, be refunded. Upon completion of the design services, SRP shall provide Customer a set of design drawings for the Project, which will contain construction details. Additional fees, if applicable, will be billed separately under an Addendum to this Contract signed by both parties.

Description	**Amount**
CIAC fee:	$1,507.39
Comments:	Costs

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the CIAC fee, and (iii) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project (the Real Property). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work.

SRP may terminate this Contract if Customer fails to satisfy all Real Property-related conditions within forty-five (45) days, or if Customer fails to hold a preconstruction meeting with SRP within one hundred twenty (120) days, or if Customer fails to commence actual construction of the SRP facilities within one hundred eighty (180) days, after SRP provides the design drawings to Customer. SRP may also terminate this Contract if, in SRP's determination, Customer is not actively constructing the SRP facilities for the Project.

SRP's delivery of this Contract to Customer constitutes an offer to perform the design and construction services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP with the CIAC fee, payable by check or money order. This offer shall expire if Customer has not signed and returned this Contract to SRP with the CIAC fee on or before 12/13/2013.

If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

Customer understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Customer.

The individuals signing below on behalf of the parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the parties, and that this Agreement is binding upon the parties:

"SRP":

THE SALT RIVER PROJECT, an Arizona Agricultural Improvement District

_____

By: Jonathan Snaza
Printed Name E-Mail Address

Its: _____

"Customer":

CITY OF GLENDALE, an Arizona municipal corporation

_____

By: _____

Its: _____

ATTEST:

_____
Pamela Hanna, City Cleark **(SEAL)**

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at http://www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CUSTOMER shall provide SRP all drawings and data requested by SRP that are pertinent to the design of the Customer Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CUSTOMER facilities may be used with SRP's facilities.
4. Customer shall provide SRP all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Customer, at all times, shall permit SRP to access and maintain any SRP electric facility on Customer property. Customer understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Customer has provided all such easements.
5. CUSTOMER shall require that any construction work performed by CUSTOMER or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CUSTOMER shall secure all required State, County, and local permits and approvals to receive electric service.
7. Unless otherwise agreed in writing by SRP, Customer shall perform, at Customer's sole expense, all trenching, provision and installation of conduit, backfilling and surveying with property pins and grade stakes ("Customer Work"). All Customer Work shall conform to SRP's standards. Customer shall forward all results of survey to SRP for review and approval. Upon Customer's request, SRP may provide survey services for the Project under a separate written agreement.
8. SRP shall not be responsible for, and Customer shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.
9. Prior to SRP's installing any electric facility, the CUSTOMER shall install all water and sewer facilities and backfill. CUSTOMER shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. CUSTOMER shall permit SRP to inspect, at any time, any CUSTOMER provided facility. Any inspection by SRP shall not be deemed an approval of any CUSTOMER provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. CUSTOMER, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CUSTOMER requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Customer's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Customer. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Customer. Notwithstanding the foregoing, Customer may elect to provide its own substation at Customer's sole expense. Any dedicated substation, whether provided by SRP or Customer, shall be owned, operated, and maintained by Customer or its agents at Customer's sole expense.
13. CUSTOMER shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of CUSTOMER, or its directors, officers, employees, agents, contractors, or subcontractors. CUSTOMER's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with CUSTOMER, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. CUSTOMER shall release SRP from any loss, damage, liability, cost, or expense incurred by CUSTOMER arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9 caused by the negligent act or omission of SRP.
14. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CUSTOMER agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CUSTOMER hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
15. The title to all work performed by SRP, or performed by CUSTOMER at SRP's request and accepted by SRP, shall remain with SRP at all times.

Terms and Conditions
(Continued)

16. CUSTOMER shall meet with an SRP inspector before construction begins. **The meeting may be scheduled by calling Customer Improvements 602-236-0436 or the SRP Distribution Design Consultant**.
17. Security deposits for electrical service also may be required. Please call 602.236.8833 at least 30 days prior to the meter-set need-date.
18. SRP warrants, to the extent applicable: (i) under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to its employees; and (ii) compliance with A.R.S. §23-214(A), which requires registration and participation with the E-Verify Program. SRP certifies, to the extent applicable under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that it has no "scrutinized" business operations, as defined in the above referenced statutes, in Sudan or Iran.

City of Glendale Distribution Design and Construction Contract

CUSTOMER IMPROVEMENTS
SRP - XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025
ATTN:

SRP Contact: Jonathan Snaza
Contact Phone: (602) 236-0845
Contact Fax:
Date: 11/13/2013

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and (Customer) enter into this contract (Contract) for the design and construction of electrical facilities for the following Customer project (Project):

Customer Project:	GLENDALE CITY STLT GL6203 RE-FEED 67TH AVE	Job Order #:	
Location:	6203 N 67TH AVE	Tracking #:	T1979913
Project Information:	Streetlights	Total Amps:	
Square Footage:	Min: , Max:	Dev. Type:	CUS
Delivery Voltage(s):		Originating Cost Center: 22650	

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and Customer. Any changes, amendments, or modifications to this Contract must be in writing and signed by both parties. Customer understands that SRP will not begin design services until Customer signs and returns this contract and pays the Contribution in Aid of Construction (CIAC) fee below. If the job is cancelled or Customer fails to diligently proceed to completion (as described below), the portion of the CIAC fee that was not used (if any) may, at SRP's discretion, be refunded. Upon completion of the design services, SRP shall provide Customer a set of design drawings for the Project, which will contain construction details. Additional fees, if applicable, will be billed separately under an Addendum to this Contract signed by both parties.

Description	**Amount**
CIAC fee:	$544.93
Comments:	

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the CIAC fee, and (iii) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project (the Real Property). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work.

SRP may terminate this Contract if Customer fails to satisfy all Real Property-related conditions within forty-five (45) days, or if Customer fails to hold a preconstruction meeting with SRP within one hundred twenty (120) days, or if Customer fails to commence actual construction of the SRP facilities within one hundred eighty (180) days, after SRP provides the design drawings to Customer. SRP may also terminate this Contract if, in SRP's determination, Customer is not actively constructing the SRP facilities for the Project.

SRP's delivery of this Contract to Customer constitutes an offer to perform the design and construction services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP with the CIAC fee, payable by check or money order. This offer shall expire if Customer has not signed and returned this Contract to SRP with the CIAC fee on or before 12/13/2013.

If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

Customer understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Customer.

The individuals signing below on behalf of the parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the parties, and that this Agreement is binding upon the parties:

"SRP":

THE SALT RIVER PROJECT, an Arizona Agricultural Improvement District

_____

By: Jonathan Snaza
Printed Name E-Mail Address

Its: _____

"Customer":

CITY OF GLENDALE, an Arizona municipal corporation

_____

By: _____

Its: _____

ATTEST:

_____
Pamela Hanna, City Cleark **(SEAL)**

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at http://www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CUSTOMER shall provide SRP all drawings and data requested by SRP that are pertinent to the design of the Customer Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CUSTOMER facilities may be used with SRP's facilities.
4. Customer shall provide SRP all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Customer, at all times, shall permit SRP to access and maintain any SRP electric facility on Customer property. Customer understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Customer has provided all such easements.
5. CUSTOMER shall require that any construction work performed by CUSTOMER or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CUSTOMER shall secure all required State, County, and local permits and approvals to receive electric service.
7. Unless otherwise agreed in writing by SRP, Customer shall perform, at Customer's sole expense, all trenching, provision and installation of conduit, backfilling and surveying with property pins and grade stakes ("Customer Work"). All Customer Work shall conform to SRP's standards. Customer shall forward all results of survey to SRP for review and approval. Upon Customer's request, SRP may provide survey services for the Project under a separate written agreement.
8. SRP shall not be responsible for, and Customer shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.
9. Prior to SRP's installing any electric facility, the CUSTOMER shall install all water and sewer facilities and backfill. CUSTOMER shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. CUSTOMER shall permit SRP to inspect, at any time, any CUSTOMER provided facility. Any inspection by SRP shall not be deemed an approval of any CUSTOMER provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. CUSTOMER, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CUSTOMER requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Customer's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Customer. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Customer. Notwithstanding the foregoing, Customer may elect to provide its own substation at Customer's sole expense. Any dedicated substation, whether provided by SRP or Customer, shall be owned, operated, and maintained by Customer or its agents at Customer's sole expense.
13. CUSTOMER shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of CUSTOMER, or its directors, officers, employees, agents, contractors, or subcontractors. CUSTOMER's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with CUSTOMER, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. CUSTOMER shall release SRP from any loss, damage, liability, cost, or expense incurred by CUSTOMER arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9 caused by the negligent act or omission of SRP.
14. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CUSTOMER agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CUSTOMER hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
15. The title to all work performed by SRP, or performed by CUSTOMER at SRP's request and accepted by SRP, shall remain with SRP at all times.

Terms and Conditions
(Continued)

16. CUSTOMER shall meet with an SRP inspector before construction begins. **The meeting may be scheduled by calling Customer Improvements 602-236-0436 or the SRP Distribution Design Consultant.**
17. Security deposits for electrical service also may be required. Please call 602.236.8833 at least 30 days prior to the meter-set need-date.
18. SRP warrants, to the extent applicable: (i) under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to its employees; and (ii) compliance with A.R.S. §23-214(A), which requires registration and participation with the E-Verify Program. SRP certifies, to the extent applicable under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that it has no "scrutinized" business operations, as defined in the above referenced statutes, in Sudan or Iran.

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF GLENDALE MUNICIPAL AIRPORT IMPROVEMENTS**
Staff Contact:	**Jamsheed Mehta, AICP, Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a grant agreement with the Arizona Department of Transportation (ADOT) in the amount of $270,000 for the design of center apron asphalt rehabilitation and lighting modification improvements at Glendale Municipal Airport (Airport).

Background

The Airport asphalt apron consists of aircraft parking spaces and taxi lanes that connect to the taxiway and runway. The majority of the Airport's asphalt apron areas are the original pavements that were constructed in the 1980s. All of the apron areas received a minimal amount of pavement maintenance in 2001, with funding received from an ADOT grant. The maintenance included crack sealing and an asphalt slurry seal.

The Airport Master Plan identifies pavement rehabilitation projects required for the efficient operation and maintenance of the Airport in accordance with federal regulations. In 2010 and 2013, ADOT hired engineering companies to evaluate the Airport apron areas, as required by the city's Pavement Maintenance Program. The pavement management reports produced by the firms indicated the asphalt in the 58,000-square-yard center apron area, in front of the terminal building, warrants the most attention.

In addition to the asphalt rehabilitation, the entire apron is in need of a more cost-efficient lighting upgrade. Improvements to the apron lighting will also likely reduce the total number of light poles, which will increase the parking capacity of corporate jets during major events.

Analysis

The original asphalt apron areas are in need of repair, and the lighting needs to be improved for energy efficiency and to maximize aircraft parking. The city has an obligation to preserve the investments made by maintaining and operating the Airport in accordance with federal regulations. Accepting this grant will assist with meeting these obligations and provide a lasting

infrastructure for Airport users. Once the design of this project is completed, the Federal Aviation Administration has indicated they will offer a grant for construction in Fiscal Year 2014-15.

Previous Related Council Action

On November 20, 2000, Council adopted a resolution authorizing and ratifying the entering into of a grant agreement to accept an ADOT grant in the approximate amount of $148,500 for an apron preservation project at the Airport.

Community Benefit/Public Involvement

The Airport plays a major role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The apron and lighting improvements will provide for the improved efficiency of the facility. The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings.

The Airport Master Plan and other information about the Airport can be found by visiting http://www.glendaleaz.com/airport/.

Budget and Financial Impacts

The total cost for this project is estimated at $300,000. This ADOT grant will cover $270,000. The required 10 percent city match ($30,000) is available in the FY 2013-14 capital improvement plan.

Cost	Fund-Department-Account
$30,000	**2210-65078-550800, Airport Matching Funds**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

Grant Document

RESOLUTION NO. 4755 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN TERMINAL PARKING APRON REHABILITATION AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to do all things necessary in order to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds from the State associated with the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts from the Arizona Department of Transportation, through its Multimodal Planning Division, Airport Development Reimbursable Grant Number E4S1T, to design Terminal Parking Apron Rehabilitation PH1, design relocation of lighting, edge lighting and electrical for entire apron for improvements for the Glendale Municipal Airport, in an amount not to exceed $270,000.

SECTION 2. That the City of Glendale's funding participation obligation for said Grant Number E4S1T is a minimum of 10% as determined by the State Arizona Department of Transportation, and that the City of Glendale has an amount of $30,000 in the Airport CIP Funds to cover its obligation of the Grant.

SECTION 3. That the City designates the Airport Administrator, Walter L. Fix, to receive payments representing the State of Arizona's share of the grant funds.

SECTION 4. That the City Manager, or her designee, is hereby authorized and directed to execute any and all necessary documents on behalf of the Glendale Municipal Airport to the Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group to effectuate said Grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_airport_adotE4S1T

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Glendale, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Design Terminal Parking Apron Rehabilitation PH 1 (58,355 sy), Design relocation of lighting, edge lighting and electrical for entire apron (158,000 sy)*** (the "Project"), for the improvement of the Glendale Municipal Airport (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on September 13, 2013and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: September 30, 2013. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be **Ten Percent (10%)** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Two Hundred Seventy Thousand Dollars ($270,000)**.

3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **September 30, 2017,** whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after July 1, 2013 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure thirty thousand dollars ($ $30,000), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

   City of Glendale AZ, Airport CIP funds
   (Enter local funding type and location)

3) The Sponsor hereby designates Walter L. Fix (Name), Airport Administrator (Title)

   to receive payments representing the State's share of project costs.

   Walter L Fix — Signature of Sponsor's Representative
   Airport Administrator — Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

   Sponsor Vendor Id #: **866000247 02**

   Sponsor Vendor Address: **City of Glendale Finance**
   5850 W Glendale AVE
   Glendale, AZ 85301

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Joseph S. Omer, Director

Date: _____

SPONSOR:

City of Glendale
Glendale Municipal Airport

By: _____

Title: City Manager

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY: Attested to

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

   b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

   c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

   d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

   a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

   b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

   d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Design Terminal Parking Apron Rehabilitation PH 1 (58,355 sy), Design relocation of lighting, edge lighting and electrical for entire apron (158,000 sy)

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$ 295,000	$ 30,000	$ 0	$ 270,000
Construction	$	$	$	$
Construction Engineering	$	$	$	$
Sponsor Administration**	$ 5,000	$	$	$
Sponsor Force Account Work***	$	$	$	$
Contingencies	$	$	$	$
Total Project Costs	$ 300,000	$ 30,000	$ 0	$ 270,000

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $ 270,000.00

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2013	$	$	$	$	$	$
2014	$	$	$	$ 40,000	$ 40,000	$ 40,000
2015	$	$	$	$	$	$
2016	$	$	$	$	$	$
2017	$	$	$	$	$	$

Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2013	$	$	$	$	$	$
2014	$ 50,000	$ 100,000	$	$	$	$
2015	$	$	$	$	$	$
2016	$	$	$	$	$	$
2017	$	$	$	$	$	$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	15				
Submit Contract for State Review/Approval	15			11/25/13	
Award Consultant Contract	90			01/14/14	
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	10			01/20/14	
Conduct 30% Design Review/Approval	50			03/10/14	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	120			06/30/14	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	N/A				
Issue Invitation for Bids	N/A				
Submit Bid Tab for State Review/Approval	N/A				
Award Construction Contract/Submit to the State	N/A				
Construction Phase					
Pre-Construction Meeting	N/A				
Issue NTP – Begin Construction	N/A				
Final Inspection	N/A				
Submit As-Builts & Final Documentation	N/A				
Submit Final Reimbursement Request and Sponsor Closeout Letter	N/A				

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA TO TRANSFER OWNERSHIP OF EQUIPMENT FOR THE WEST VALLEY METROPOLITAN MEDICAL RESPONSE SYSTEM**
Staff Contact:	**Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Peoria to transfer ownership of equipment for the West Valley Metropolitan Medical Response System (MMRS).

Background

The City of Glendale MMRS Program originated in 2002 and is funded through the Arizona Department of Homeland Security (AZDOHS), with Federal Emergency Management Agency (FEMA) funding. The MMRS Program is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive.

There are only four MMRS cities in Arizona: Glendale, Mesa, Phoenix and Tucson. The MMRS Program is designed to use these cities as pass-through agencies to distribute resources across the valley. The ultimate goal of the MMRS program is to share assets and resources while assisting in regional/statewide deployment for large scale incidents. In addition, the MMRS Program is designed so that each MMRS city has a support city. These support cities are identified in the State of Arizona Emergency Response and Recovery Plan. Peoria is Glendale's support city.

The Glendale Fire Department previously purchased a vehicle utilizing MMRS funds. This vehicle has been outfitted with MMRS equipment and supplies and is ready to be deployed. The City of Peoria Fire Department identified the need for a logistical support trailer to transport statewide deployable MMRS equipment and supplies. The Glendale Fire Department purchased a cargo trailer through allowable expenses under MMRS funding guidelines and the equipment was approved in the Federal Fiscal Year (FFY) 2010 MMRS grant application to the AZDOHS. In March, 2012, the Glendale City Council adopted a resolution authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with the City of Peoria to transfer ownership of the cargo trailer to the Peoria Fire Department.

The Glendale Fire Department also purchased necessary replacement medical supplies utilizing MMRS funds. This maintains our equipment readiness for MMRS deployment. The City of Peoria Fire Department identified the need for similar medical supply replacement for statewide deployable MMRS readiness. The Glendale Fire Department purchased additional medical supplies with the intention of transferring these supplies to the Peoria Fire Department. These are allowable expenses under MMRS funding guidelines and the equipment was approved in the FFY 2011 MMRS grant application to the AZDOHS.

Analysis

It is recommended that the City Council adopt a resolution authorizing the City Manager to approve an IGA with the City of Peoria to transfer ownership of medical supplies to the Peoria Fire Department as part of the West Valley MMRS.

Previous Related Council Action

On April 9, 2002, Council approved a contract with the U.S. Department of Health and Human Services to develop a MMRS. Since 2002, the Glendale Fire Department has utilized this grant on a yearly basis.

On November 9, 2010, Council approved the 2010 Arizona Department of Homeland Security Grant acceptance authorizing the city to accept $673,696 in grant funds with $307,896 specifically for the Glendale MMRS Program.

On March 13, 2012, Council approved an intergovernmental agreement with the City of Peoria Fire Department to transfer ownership of a cargo trailer purchased with 2010 MMRS funds.

Community Benefit/Public Involvement

A transportable cache of medical supplies and equipment enables fire department paramedics and emergency medical technicians to effectively mitigate large scale medical and hazardous materials emergencies anywhere in the valley. This response capability is enhanced in the West Valley by collaborating with the City of Peoria Fire Department to mobilize their MMRS resources.

Budget and Financial Impacts

Glendale purchased the medical supplies for $4,251.61 and has submitted the proper documentation to the AZDOHS for reimbursement.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$4,251.61	**1840-34076-551400, Other Federal & State Grants - 2011 MMRS - Equipment**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4756 NEW SERIES

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 CITY OF PEORIA FIRE DEPARTMENT FOR THE TRANSFER OF OWNERSHIP OF EQUIPMENT FOR THE WEST VALLEY METROPOLITAN MEDICAL RESPONSE SYSTEM.

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 an Intergovernmental Agreement with the City of Peoria Fire Department to transfer ownership of equipment to the City of Peoria to strengthen the West Valley's Metropolitan Medical Response System (MMRS) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_peoria_mmrs

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE
AND
CITY OF PEORIA

This Intergovernmental Agreement ("Agreement") is made and entered into the _____ of _____, 2013 ("Effective Date"), by and between the City of Peoria, a municipal corporation duly organized under the laws of the State of Arizona, and the City of Glendale ("Glendale" or "City of Glendale"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party". This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

A. Arizona Revised Statutes (ARS), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.

B. Glendale is empowered by Glendale City Charter Section Article 1, Section 3 and A.R.S 11-952 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

C. Peoria and Glendale have collaborated to create a West Valley Metropolitan Medical Response System (MMRS) Mass Casualty response program consisting of a deployable cache of medical equipment and mass decontamination equipment. The program was developed to assist each City in providing large scale medical and hazardous materials response capability within the region, as well as statewide. A goal of this collaboration is to update and purchase a cache of medical equipment and supplies specific to responding to a mass casualty event.

D. The City of Glendale purchased medical equipment from Progressive Medical International (PMI) for use by the Peoria Fire Department as a part of Peoria's MMRS Mass Casualty Response program. A copy of the Sales Order is attached hereto as Exhibit A and describes the medical equipment purchased by Glendale, along with the costs associated with the purchase of the medical equipment. The purchased medical equipment will be distributed to Peoria Fire Department after approval of this Intergovernmental Agreement.

E. The medical equipment was purchased with use of funds secured from the 2011 MMRS grant and it was done with the understanding of the Department of Homeland Security and the

City of Glendale that medical supplies purchased would be provided to the City of Peoria for their respective fire department to use as part of their medical modules for their mass casualty response program.

F. The Parties desire to enter into this Agreement with the understanding that this is the entire agreement and with the understanding that each Party will be responsible for the equipment they receive pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the City of Glendale and the City of Peoria hereby mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the distribution by the City of Glendale, through the Glendale Fire Department, of certain equipment obtained by the City of Glendale pursuant to the City of Glendale, Materials Management quotation instructions for purchases from $5,000.00 to $50,000.00.

2. Equipment.

A. Responsibility for and Use of Equipment. Attached hereto as Exhibit A is a list of all the equipment that was purchased by Glendale. The equipment will be transferred to the care, custody and control of the Fire Department of the City of Peoria for the exclusive use of the City's fire department. The City of Glendale maintains no control over said equipment and once the equipment has been transferred to the City of Peoria, any responsibility for said equipment will be solely that of the City of Peoria. The City of Peoria agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement of the equipment and will deal directly with the manufacturer of said equipment in relation to any repairs, maintenance, and/or replacement of said equipment subject to any of the terms set forth herein. The City of Peoria acknowledges and agrees that the City of Glendale will not be responsible for any maintenance or replacement of, or repairs to the equipment nor will the City of Peoria seek reimbursement for any related costs from the City of Glendale.

The use of the equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by the City of Glendale with the Department of Homeland Security, a copy of which is attached hereto as Exhibit B. The City of Peoria agrees to comply with all of the conditions set forth in that agreement.

B. **Equipment Inspection.** The City of Peoria agrees to make the equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The Parties agree and understand that the City of Glendale will not retake possession of the equipment for any said monitoring and auditing nor will the City of Glendale or any of its employees, agents, department or any other representative of the City of Glendale be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the equipment transferred to the City of Peoria.

C. **Disposition of Equipment.** Should the City of Peoria determine that it no longer needs said equipment or wants to discontinue use of said equipment, the City of Peoria shall follow the mandates set forth in Exhibit B and request in writing instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft, destruction, or loss of the equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms in Exhibit B.

D. **Notice to Glendale.** The City of Peoria recognizes that the City of Glendale Fire Department is keeping a master list of the equipment distributed to all cities solely for tracking purposes. The City of Peoria agrees to notify the City of Glendale Fire Department of any theft, destruction, or loss of the equipment set forth herein.

3. **Payment.** There shall be no payment for the equipment received by the City of Peoria under the terms of this agreement. Rather, the City of Glendale has been reimbursed for the cost of the equipment by a grant secured from the Department of Homeland Security.

4. **Transactional Conflict of Interest.** All Parties hereto acknowledge that this Agreement is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona revised Statutes.

5. **Indemnification.**

A. **Indemnification.** The City of Peoria shall indemnify, defend, save and hold harmless Glendale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the use of, the equipment transferred hereunder. This would include any claims related to the failure of the equipment to perform properly.

B. **Severability.** This section shall survive termination, cancellation, or revocation whether whole or in part, or the Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.RS. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more that five (5) years from the date of termination, cancellation or revocation of the Agreement.

6. Warranties and/or Guarantees

The Parties understand that the City of Glendale has not, will not, and is not required to, perform any independent testing of the equipment provided to the City of Peoria under the terms of this Agreement and the City of Glendale in no way provides any warranties or guarantees as to the equipment provided herein. Any warranties or guarantees that may attach to said equipment are limited to those warranties or guarantees provided by the manufacturer of the equipment and which are set forth in the purchase agreement between the City of Glendale and the manufacturer, which is attached hereto as Exhibit A.

7. Interpretation of Agreement

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are herby superseded and merged herein.

B. **Amendments.** This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

C. **Construction and Interpretation.** All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

D. **Waiver.** No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.

E. **Relationship of the Parties.** Neither party shall be deemed to be an employer or agent of the other party to this Agreement.

F. **Days.** Days shall mean calendar days.

G. **Severability.** In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

8. **Authority.** Glendale and Peoria each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.

9. **Notices.** Any notice, consent or other communication or modification ("Notice") required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the City of Peoria:

Peoria Fire Department
EMS Chief
8401 West Monroe Street
Peoria, Arizona 85345

Peoria City Attorney's Office
City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

For the City of Glendale:

Glendale Fire Department
Deputy Chief Special Operations
5800 West Glenn Drive, Suite 350
Glendale, Arizona 85301

With copy to:

Glendale City Attorney
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PEORIA, a
municipal corporation

By:_____

Name: _____

Its: _____

Date: _____

ATTEST:

_____
City Clerk

CITY OF GLENDALE, a
municipal corporation

By:_____

Name: _____

Its: _____

Dates: _____

ATTEST:

_____
City Clerk

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF PEORIA and (ii) as to the City of Peoria only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

_____
City Attorney

_____
Date

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

_____ _____

City Attorney Date

Exhibit A

ATTACHED IS THE INVOICE THAT LISTS ALL THE MEDICAL EQUIPMENT PURCHASED BY THE CITY OF GLENDALE FOR THE CITY OF PEORIA FROM THE 2011 MMRS GRANT

Progressive Medical International
Equipment • Supplies • Biomed Repair
2460 ASH STREET
VISTA, CA 92081
TEL: 800-764-0636 / 760-597-5500
FAX: 888-839-9495 / 760-597-5501
http://www.progressivemed.com

invoice

CUSTOMER SVC REP: RV

0413617
Apply to Invoice
5/29/2013

SOLD TO
GLENDALE FIRE DEPT.
5800 WEST GLENN DRIVE, STE 350
ATTN: DAVE JENSON
GLENDALE, AZ 85301

SHIP TO
GLENDALE FIRE DEPT.
6210 WEST MYRTLE AVE,
BLDG N
GLENDALE, AZ 85301

Confirm To:
Val Eddings

Ship Via NO CHARGE
Ship Date 5/29/2013
Invoice DueDate 05/29/2013
Terms Credit Card

Customer Number: 01-0019557
PO Number:
Order Date 05/22/2013
Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
515535 100 ML NACL INJ 2B1307 Lot Number: P297002	60 Whse: MIS	60 60.000	EACH	2.10	126.00	TX
515540 2B1324X SODIUM CHLORIDE 0.9%, Lot Number: C900506	16 Whse: MIS	16 16.000	CS14	20.00	320.00	TX
515521 500ML STERILE WATER 2F7113 Lot Number: G107094	96 Whse: MIS	96 96.000	EACH	2.00	192.00	TX
11128 AQUAPACK 006-40 650M Lot Number: 172126	20 Whse: 001	4 4.000	CS10	25.00	100.00	TX
18534-1 PROTECTIV IV CATH 24G 3053 (SO	50 Whse: 001	28	EACH	2.10	58.80	TX
18533-1 PROTECTIV IV CATH 22G 3050 (SO	50 Whse: 001	44	EACH	2.10	92.40	TX
18532-1 PROTECTIV IV CATH 20x1 3057 (S	50 Whse: 001	50	EACH	2.10	105.00	TX
18531-1 PROTECTIV IV CATH 18G 3055 (SO	50 Whse: 001	16	EACH	2.10	33.60	TX
18530-B PROTECTIV IV CATH 16G 3042 (SO Lot Number: ST2376821 Lot Number: ST2385287	50 Whse: 001	45 15.000 30.000	EACH	2.10	94.50	TX
18529-B PROTECTIV IV CATH 14G 3048 (SO Lot Number: ST2352485 Lot Number: ST2409999	50 Whse: 001	22 8.000 14.000	EACH	2.10	46.20	TX
515563 JAMSHIDI 15G NDL DIN1515X	10 Whse: 001	10	EACH	8.00	80.00	TX

Continued

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Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 0000540030						
515564		10.000				
JAMSHIDI 18G NDL DIN1518X	10 Whse: 001	10	EACH	8.00	80.00	TX
Lot Number: 505190						
19164-1		10.000				
SYRINGE, 10CC LL W/O NEEDLE	80 Whse: 001	48	EACH	0.25	12.00	TX
Lot Number: 120701N						
19178-1		48.000				
SYRINGE, 60CC LL W/O NEEDLE	50 Whse: 001	22	EACH	0.50	11.00	TX
Lot Number: 121104H						
18851		22.000				
NEEDLE 18G X 1.5 MONOJECT 2500	1 Whse: 001	1	B100	9.82	9.82	TX
38001						
FLEXX SET 2.5 UNCUFFED	20 Whse: 001	0	EACH	1.95	0.00	TX
38002						
FLEXX SET 3.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1212022086						
38003		20.000				
FLEXX SET 3.5 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1212022086						
38004		20.000				
FLEXX SET 4.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1211021906						
38005		20.000				
FLEXX SET 4.5 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
38006						
FLEXX SET 5.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1102020196						
38012		20.000				
FLEXX SET 5.5 CUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX

Continued

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ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 1102020196 38013 FLEXX SET 6.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1212022086 38014 FLEXX SET 6.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1111022451 38015 FLEXX SET 7.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 38016 FLEXX SET 7.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 38017 FLEXX SET 8.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1207021393 38018 FLEXX SET 8.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1102020196 38020 FLEXX SET 9.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 15475 EASY CAP II ADULT	20 Whse: 001	20.000 20	EACH	11.34	226.80	TX
Lot Number: 130850130X 15476 EASY CAP II PEDIATRIC	20 Whse: 001	20.000 20	EACH	11.34	226.80	TX
Lot Number: 130500156X 16107 YANKAUER W/VENT	20 Whse: 001	20.000 20	EACH	1.00	20.00	TX

Continued

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Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 20121225		20.000				
16353 MULTI TRAUMA DRESSING	100 Whse: 001	0	EACH	1.95	0.00	TX
18490 GAUZE, PETROLATUM, 3 X 9 (PK1	3 Whse: 001	3	BX12	11.61	34.83	TX
61504 LUBRICATING JELLY 2.7gm	1 Whse: 001	1	B144	9.90	9.90	TX
Lot Number: A-K-6105		1.000				
12815 NO RINSE GEL 18 OZ	30 Whse: 001	30	EACH	9.40	282.00	TX
Lot Number: 12-12771		30.000				
17641 GLOVE TRITON SE MED	8 Whse: 001	8	B100	8.95	71.60	TX
17642 GLOVE TRITON SE LG	10 Whse: 001	10	B100	8.95	89.50	TX
17643 GLOVE TRITON SE XL	10 Whse: 001	10	B100	8.95	89.50	TX
17639 GLOVE TRITON SE XXL on sale	13 Whse: 001	13	B100	7.07	91.91	TX
86436 EYE WASH 4 OZ	120 Whse: 001	120	EACH	2.95	354.00	TX
Lot Number: F12119-41		120.000				
36092 SUCTION CATH 10F, MEDSTORM	20 Whse: 001	20	EACH	0.35	7.00	TX
Lot Number: 20121115		20.000				
36094 SUCTION CATH 14F, MEDSTORM	20 Whse: 001	20	EACH	0.35	7.00	TX
Lot Number: 20121115		20.000				

Continued

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Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
19172 SYRINGE, 20CC LL W/O NEEDLE Lot Number: 110218T	1 Whse: 001	1 1.000	B50	16.95	16.95	TX

PAID 6-24-13

Net Invoice:	3,396.11
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,396.11

RETURNS/DEDUCTIONS NOT ACCEPTED WITHOUT RA#/CREDIT MEMO.
1.5% interest (18% per annum) will be charged on past due invoices.

Exhibit B

ATTACHED ARE THE SUBGRANTEE AGREEMENT (11-AZDOHS-HSPG-888214-01) AND AMENDMENT #1 (GRANT EXTENSION) BETWEEN THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF GLENDALE

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP-888214-01

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "City of Glendale MMRS Program"

Enter Title of Application

and funded at $267,609.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $267,609.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.

b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**
The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**
Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. **AGREEMENT RENEWAL**
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. **RIGHT TO ASSURANCE**
If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. **CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. **THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. **AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. **RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. **LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. **SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. **ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. **SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Jannine Wilmoth
Enter Title, First & Last Name above
City of Glendale Fire Department
Enter Agency Name above
5800 West Glenn Drive, Suite 350
Enter Street Address
Glendale, AZ 85301
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Glendale Fire Department
Enter Agency Name above

Authorized Signature above

Mark Burdick, Fire Chief
Print Name & Title above

10/20/2011
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

11/2/11
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

C-8218-1
11/13/2012

SUBGRANTEE AGREEMENT Amendment #1
11-AZDOHS-HSGP-888214-01

Between
The Arizona Department of Homeland Security
And
City of Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on October 1, 2011 and shall terminate on September 30, 2012.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2011 and shall terminate on **July 31, 2013.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

CITY OF GLENDALE FIRE DEPT
Enter the Name of the Subgrantee above

Authorized Signature above

MARK BURDICK, FIRE CHIEF
Print Name & Title above

11-16-12
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

12/18/12
Date

Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security

Any unauthorized changes to this document will result in termination of this award.

Approved as to form:

Craig Tindall
City Attorney

ATTEST:
City Clerk

RECEIVED NOV 21 2012

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH SPRINT SPECTRUM REALTY COMPANY, L.P. FOR PLACEMENT OF UNDERGROUND FIBER-BASED COMMUNICATIONS NETWORK WITHIN PUBLIC RIGHT-OF-WAY**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a license agreement with Sprint Spectrum Realty Company, L.P. (Sprint) for placement of an underground optical fiber-based communications network within public right-of-way. This agreement will allow Sprint to expand its network into the City of Glendale.

Background

Sprint contacted the city to request permission to expand its existing valley network into Glendale by installing underground optical fiber-based communications network facilities in public right-of-way near 8211 West Bethany Home Road, within the Yucca District. It is anticipated that the installation will begin late 2013 with the majority of the work completed within 18 months.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred as a result of this action.
- The license agreement is for a five-year term with no more than four consecutive five-year renewals.

Community Benefit/Public Involvement

Sprint's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for fiber optic telecommunications service including cable, telephone and internet.

Budget and Financial Impacts

The revenue generated from plan review, permit and inspection fees associated with the project during the first 18 months of this license is projected at $5,000. Additionally, Sprint shall pay to the city the Privilege Tax of 6.1% of its gross revenue per year per City Code 21.1-470. All revenue shall be deposited into the General Fund.

Attachments

Resolution

Agreement

Map

RESOLUTION NO. 4757 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIBER LICENSE AGREEMENT FOR AN UNDERGROUND OPTICAL FIBER-BASED COMMUNICATIONS NETWORK IN CITY RIGHT-OF-WAY LOCATED NEAR 8211 WEST BETHANY HOME ROAD WITH SPRINT SPECTRUM REALTY COMPANY, L.P.

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

SECTION 1. That the City Manager or her designee is hereby authorized to execute and deliver a Fiber License Agreement for an underground optical fiber-based communications network located in City Right-of-Way located near 8211 West Bethany Home Road with Sprint Spectrum Realty Company, L.P. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

l_sprint

CITY OF GLENDALE FIBER LICENSE AGREEMENT
Sprint Spectrum Realty Company, L.P.
(Placement in City Right-of-Way)

This Fiber License Agreement ("Agreement") is executed to be effective the _____ day of _____, 2013 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership registered in the State of Arizona ("Licensee").

WHEREAS, the City is the owner of certain right-of-way located in the city limits of the City of Glendale ("Licensed Area"), as more particularly described in Exhibit A attached hereto; and

WHEREAS, the City is willing to grant to the Licensee a license to use the Licensed Area for the placement, operation and maintenance of an underground optical fiber-based communications network in accordance with the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A:

i) The area on which the utility route is located, or an alternative area in the right-of-way as approved by the City.

ii) Reasonable access to the utility route through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power and authority to execute this Agreement on behalf of the City; and ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than that owned by the City.

B. The initial term of this Agreement shall be for a period of five (5) years (the "Initial Term"), commencing on the Effective Date and ending on the fifth anniversary thereof, unless sooner terminated under the provisions of this Agreement. This Agreement may be renewed for no more than four (4) successive five (5)-year Renewal Terms unless City notifies Licensee, in writing of City's intent to not renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term due to: a violation of any term of this Agreement not cured within thirty (30) days notice; any subsequent violation of the same term since the original Effective Date of this Agreement; for any of the reasons listed under Section 16; or for any operations or incidents the City's Project Manager considers to be a danger to public safety.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City rent in an amount that is double the amount of rent that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary, or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement, which create only a license in the Licensed Area, which is revocable only as set forth expressly herein. The City and the Licensee do not, by this instrument, intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Licensed Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City will be an action for damages. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders

of any local, state or federal agency, now or later having jurisdiction over the Licensed Area or the Licensee's use of the Licensed Area.

4. RENT; FEES; COSTS.

A. Licensee shall pay, without notice and free from all claims, deductions, and setoffs against the City, $1.81 per lineal feet per year for Licensee's Facilities unless such fee is prohibited by A.R.S. § 9-582, as amended. The Licensee shall pay for the Facilities route within the Licensed Area, plus all appropriate taxes (*See* Section 23 below) beginning on the Effective Date, and each subsequent year of the term of this Agreement, up to and including the expiration or earlier termination thereof.

B. Rent will increase by three percent (3%) annually on the anniversary of the Effective Date.

C. Rent is due on the first day of the anniversary date month of the Effective Date of this Agreement. Licensee shall pay the rent due for the current year in advance on the first business day of each anniversary month. If the Effective Date is not on the first day of a month, the Licensee's rent will be prorated accordingly.

D. If the Licensee fails to pay any rent in full within ten (10) business days of the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of eighteen percent (18%) per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City related to the construction, repair, alteration or relocation of the utility route. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the utility route.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other uses of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the utility route. The utility route is limited to the equipment and facilities listed in Section 1 above and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the utility route. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access an active, qualified and experienced representative to supervise the utility route who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the utility route. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair or improve the Licensed Area.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the utility route or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same.

ii) All work performed by Licensee must be in a good, workmanlike manner, and be diligently pursued to completion and in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance.

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21, *et seq.*, regarding underground facilities, and submit proof of participation to the Project Manager upon request.

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

vii) All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area.

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. The City's Project

Manager or designee will serve as project manager for the City. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or the Licensee's Improvements.

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require.

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager.

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action.

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements.

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees.

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures.

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed.

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion.

xi) Prior to the commencement of any construction on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the utility route in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the utility route in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and

obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required. Any rent or fees paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee thirty (30) days notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Licensee's infrastructure. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's equipment, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's equipment or fiber.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and Licensee's equipment and fiber, and may assign this Agreement and Licensee's infrastructure to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to "leasehold" or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not assign or sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Concurrent with the Licensee's execution of this Agreement, Licensee agrees to deliver to the Licensor a security deposit in the amount of Five Thousand and No/100 Dollars ($5,000.00) The Licensor shall hold the Security Deposit as security for the performance of the Licensee's obligations under this agreement.

B. Use of Security Deposit. Licensor may (but is not required to), without prejudice to any other remedy Licensor has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that Licensor may spend or become obligated to spend in exercising Licensor's unconditional rights pursuant to Cell Site Removal, Restoration or to remove any and all portions of the Cell Site that remain on the Premises by the earlier of thirty (30) days following cessation of Licensee's operations at the Premises, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that Licensor may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to the Licensor's satisfaction, all elements of the Cell Site and fiber line, and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Premises by the earlier of the thirty (30) days following cessation of Licensee's operations at the Premises, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall provide upon request to the City:

i) All relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall provide the City, upon request, copies of any petition, application, communications or other documents related to any filing by the Licensee of bankruptcy, receivership or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. Acceptance of rent and other fees by the City for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the utility route or the Licensee's business.

iv) By Licensee, if the Licensed Area or utility route are destroyed or damaged so as in Licensee's party's reasonable judgment the use of the utility route is substantially and adversely affected.

v) By Licensee, if Licensee determines in its reasonable judgment that the use of the Licensed Area and/or utility route are no longer appropriate for Licensee's operations.

B. In order to exercise the termination provisions above the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence or fault of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability and property damage insurance in the minimum amount of $5,000,000 combined single limit, $5,000,000 aggregate.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Require 20 days written notice to the City prior to cancellation (10 days due to non-payment);

iv) Include contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions; and

v) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION.

The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations. and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in City, or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

Emergency Contact Phone Numbers:
(800) 357-7641

WITH A COPY TO: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

B. Any notice given by certified mail is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the project manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. LITIGATION.

This Agreement is governed by the laws of the State of Arizona. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the utility route itself only in emergencies or upon reasonable notice to the Licensee.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of rent or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the potential conflict between the Licensee's planned facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred eighty (180) days advance written notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within ten (10) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the alternative dispute resolution as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City or the Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of eighteen percent (18%) per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use other alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

(Signatures appear on the following page.)

EXECUTED to be effective as of the date specified above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Brenda S. Fischer, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Sprint Spectrum Realty Company, L.P., a Delaware limited partnership

By:_____
Randy S. Jones
Its: Area Site Development Manager-Desert Mountain Region

STATE OF COLORADO)
) ss.
County of Arapahoe)

The foregoing document was acknowledged before me this ____ day of _____, 2013, by _____, in his or her capacity as _____ of Sprint Spectrum Realty Company, L.P.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

Licensed Area

(See attached)

NETWORK VISION MMBTS LAUNCH

Sprint®

SITE NUMBER:	**PH73XC070**		
SITE NAME:	**MIRAGE (AZ0191)**	**CITY:**	**GLENDALE**
SITE TYPE:	**RAWLAND**	**COUNTY:**	**MARICOPA**

APPLICANT:
SPRINT PCS
2500 W. UTOPIA
PHOENIX, AZ 85027

SITE ADDRESS:
8211 BETHANY HOME ROAD
GLENDALE, AZ 85303
LATITUDE : 33° 31' 20.28" N
LONGITUDE: 112° 14' 2.3994" W

PARCEL NUMBER:
102-10-007

PROPERTY OWNER:
ADDRESS: SALT RIVER PROJECT
1521 N. PROJECT DR.
TEMPE, AZ 85281-1298
PHONE: (602) 635-0398

PROJECT DESCRIPTION:
FIBER UPGRADE WITH COX COMMUNICATIONS TO EXISTING SPRINT WIRELESS TELECOMMUNICATIONS CELL SITE

PROJECT SUMMARY

CLIENT:
SPRINT PCS
2500 W. UTOPIA
PHOENIX, AZ 85027

DESIGN CONSULTANT:
ALCATEL-LUCENT
CONTACT: KEVIN OFFUTT
PHONE: (602) 628-7777

FIBER VENDOR:
COX COMMUNICATIONS
CONTACT: ALEXIS FOX
PH: (623) 328-3452

PLANS PREPARED BY:
RELIANT LAND SERVICES
3200 N. HAYDEN ROAD
SCOTTSDALE AZ 85252
OFFICE PHONE: (602) 453-0050
FAX: (602) 453-0002
CONTACT: JOY LACOR
PHONE: (714) 685-0123

PROJECT TEAM

* CONTRACTOR & CREWS SHALL ABIDE BY SPRINT CONSTRUCTION STANDARDS/REQUIREMENTS AS DESCRIBED IN THE ALU SPRINT SAFETY HANDBOOK.

* OSHA REGULATIONS/STANDARDS SHALL BE REVIEWED & FOLLOWED BY ALL EQUIPMENT INSTALLERS & TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS DURING CONSTRUCTION.

* THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, INFERIOR AND/OR IMPROPER MATERIALS, DAMAGED GOODS, AND/OR FAULTY WORKMANSHIP FOR ONE (1) YEAR AFTER THE PROJECT IS COMPLETE AND ACCEPTED UNDER THIS CONTRACT; UNLESS NOTED OTHERWISE IN THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR.
(EXCEPTION) THE ROOFING SUBCONTRACTOR SHALL FURNISH A MAINTENANCE AGREEMENT FOR ALL WORK DONE, COSIGNED BY THE GENERAL CONTRACTOR, TO MAINTAIN THE ROOFING IN A WATERTIGHT CONDITION FOR A PERIOD OF TWO (2) YEARS STARTING AFTER THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, UNLESS OTHERWISE WRITTEN IN THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR.

* THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OWNER'S EMPLOYEES, WORKMEN AND AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.

* THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN PERMIT AND MAKE FINAL PAYMENT FOR SAID DOCUMENT.

*CONTRACTOR TO VERIFY ALL LENGTHS

GENERAL NOTES

SHEET INDEX:	DESCRIPTION:
T-1	TITLE SHEET
T-2	SITE PHOTOS
A-1	SITE PLAN
A-2	DETAILS

SHEET INDEX

ACCESS:
ACCESS AVAILABLE 24/7.

AAV HOP/FIBER PATH:
THE TASK WILL BE TO HAVE COX COMMUNICATIONS PLACE A (N) MEET ME VAULT JUST SOUTH OF BETHANY HOME RD. SPRINT GC TO PLACE (N) 2" DIA. CONDUIT FROM (N) COX COMMUNICATIONS MEET ME VAULT TO (N) SPRINT 17"x30" PULLBOX #1 APPROX. 5'. THEN CONTINUE THE RUN APPROX 120' TO (N) 17"x30" PULLBOX #2. THEN CONTINUE THE RUN APPROX. 155' TO (N) 17"x30" PULLBOX #3. THEN CONTINUE THE RUN APPROX. 15' TO (N) SRP H-FRAME AT (E) SPRINT LEASE AREA. SPRINT GC TO VERIFY FIBER LENGTHS.

EQUIPMENT:
SPRINT TO UTILIZE (E) FIBER BOX. COX COMMUNICATIONS TO PROVIDE AND INSTALL (N) NID IN (E) RACK. SPRINT TO PROVIDE -48 POWER, GROUND AND JUMPERS.

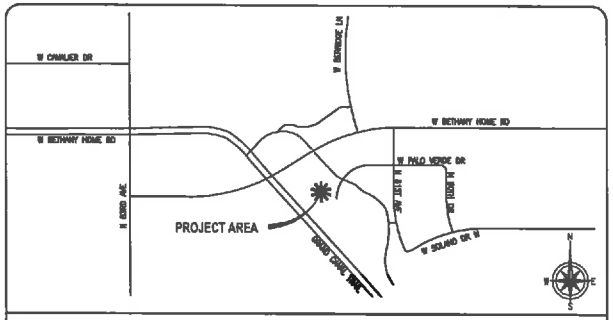
POWER:
SPRINT GC TO PROVIDE AND INSTALL (1) 5 AMP- 48 VDC CIRCUIT USING #12 AWG THHN STRANDED CONDUCTORS, BLACK AND RED COLORED; APPROXIMATELY 15'-0" CONDUIT RUN

GROUNDING:
SPRINT GC TO PROVIDE AND INSTALL (1) NEW #6 AWG GREEN SOLID WIRE TO (E) GROUND BAR; APPROXIMATELY 15'-0"

CUSTOMER FIBER:
SPRINT GC TO PROVIDE AND INSTALL (N)1-1/4" INNERDUCT FROM (E) COX FIBER BOX TO SPRINT'S (E) MODCELL CABINET; APPROXIMATELY 20'-0" CONDUIT RUN

INNERDUCT:
1-1/4" INNERDUCT WILL BE INSTALLED BY SPRINT APPROX 60'

SCOPE OF WORK



VICINITY MAP

SITE PHOTO

Sprint

Alcatel·Lucent

PLANS PREPARED BY:
RELIANT RLS LAND SERVICES

PROJECT INFORMATION:
ANTENNA MODIFICATION PROJECT

MIRAGE (AZ0191)

PH73XC070

8211 BETHANY HOME RD.
GLENDALE, AZ 85303

ISSUE DATE:
09/09/13

ISSUED FOR:
FINAL

REVISIONS

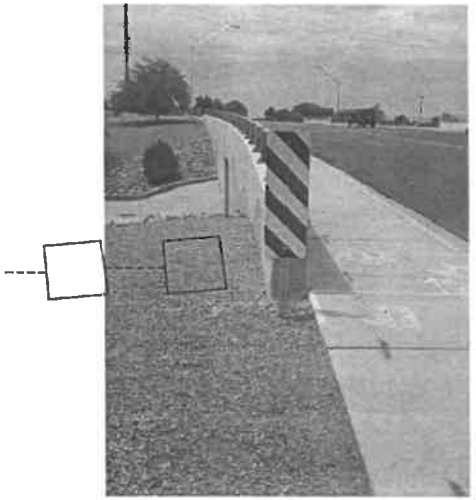
REV.	DATE	DESCRIPTION	INIT.
A	08/26/13	90% ISSUED FOR REVIEW	DJL
0	09/09/13	100% CD	DJL

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

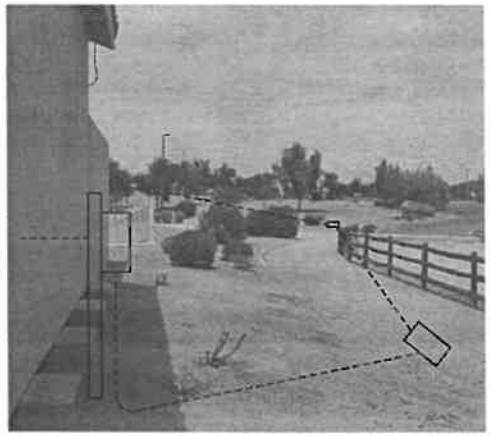
LICENSURE:
40506
SHUH-GUANG

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: **T-1**
REVISION: 0



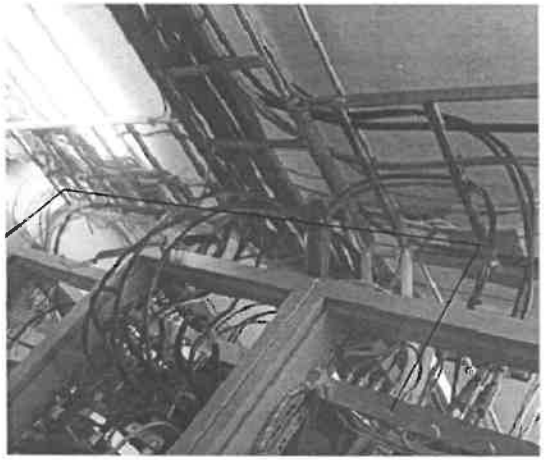
NEW COX MEET ME VAULT & SPRINT PULLBOX



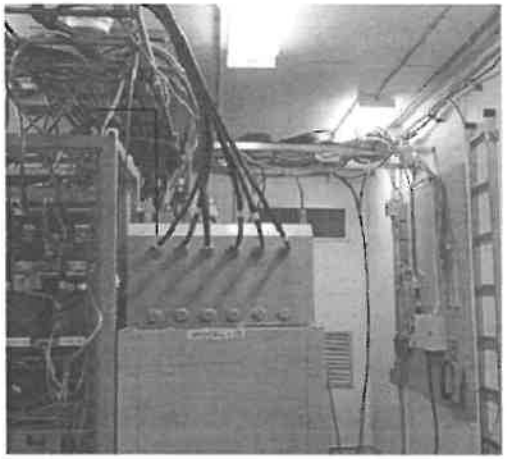
SPRINT PULLBOX AND SHELTER ENTRANCE

NEW FIBER ENTRANCE AT SHELTER

EXISTING TELCO BOARD/FIBER BOX



INNERDUCT TO (N) COX NID



INNERDUCT TO (E) MODCELL

Sprint

Alcatel · Lucent

PLANS PREPARED BY:

RELIANT RLS LABS SERVICES

PROJECT INFORMATION:

ANTENNA MODIFICATION PROJECT

MIRAGE (AZ0191)

PH73XC070

8211 BETHANY HOME RD.
GLENDALE, AZ 85303

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NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LICENSURE:

40506 SHIUH-SHANG

SHEET TITLE:

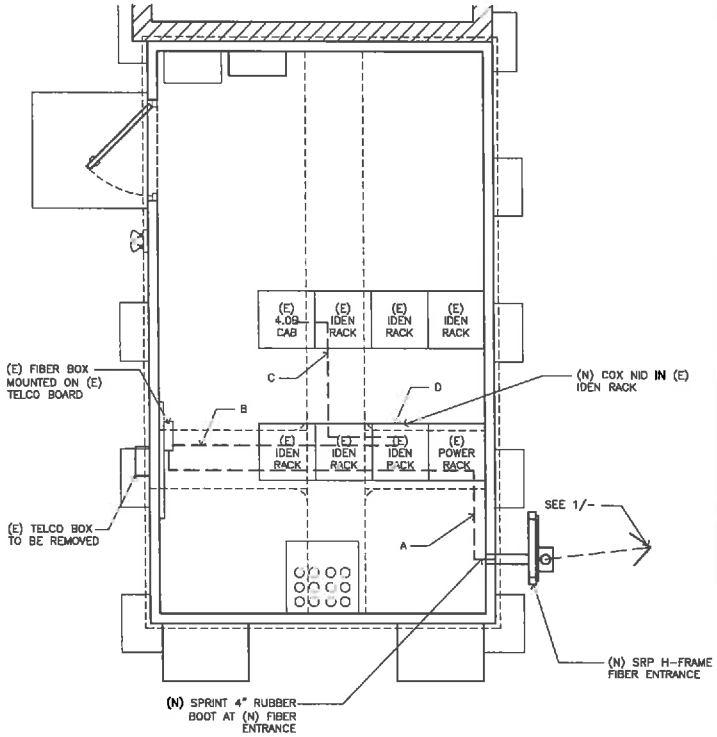
SITE PHOTOS

SHEET NUMBER: **T-2**

REVISION: 0

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

CONDUIT/FIBER LENGTH BREAKDOWN			
FROM	TO	CONDUIT/SIZE	APPROX. LENGTH
MEET ME VAULT	PULLBOX #1	(N) 2" DIA.	5'-0"
PULLBOX #1	PULLBOX #2	(N) 2" DIA.	120'-0"
PULLBOX #2	PULLBOX #3	(N) 2" DIA.	155'-0"
PULLBOX #3	(N) SRP H-FRAME	(N) 2" DIA.	15'-0"
SRP H-FRAME	(E) FIBER BOX	(N) 1 1/4"ø INNERDUCT	20'-0"
(E) FIBER BOX	(N) COX NID	(N) 1 1/4"ø INNERDUCT	15'-0"
(N) COX NID	(E) MODCELL	(N) 1 1/4"ø INNERDUCT	20'-0"



A SPRINT GC TO PROVIDE AND INSTALL (N) 1 1/4" DIA. INNERDUCT FROM (N) FIBER ENTRANCE TO (E) FIBER BOX; APPROXIMATELY 20'-0" CONDUIT RUN

B SPRINT GC TO PROVIDE AND INSTALL (N) 1 1/4" DIA. INNERDUCT FROM (E) FIBER BOX TO (N) COX NID; APPROXIMATELY 15'-0" CONDUIT RUN

C SPRINT GC TO PROVIDE AND INSTALL (N) 1 1/4" DIA. INNERDUCT FROM (N) COX NID TO (E) MODCELL CABINET; APPROXIMATELY 20'-0" CONDUIT RUN

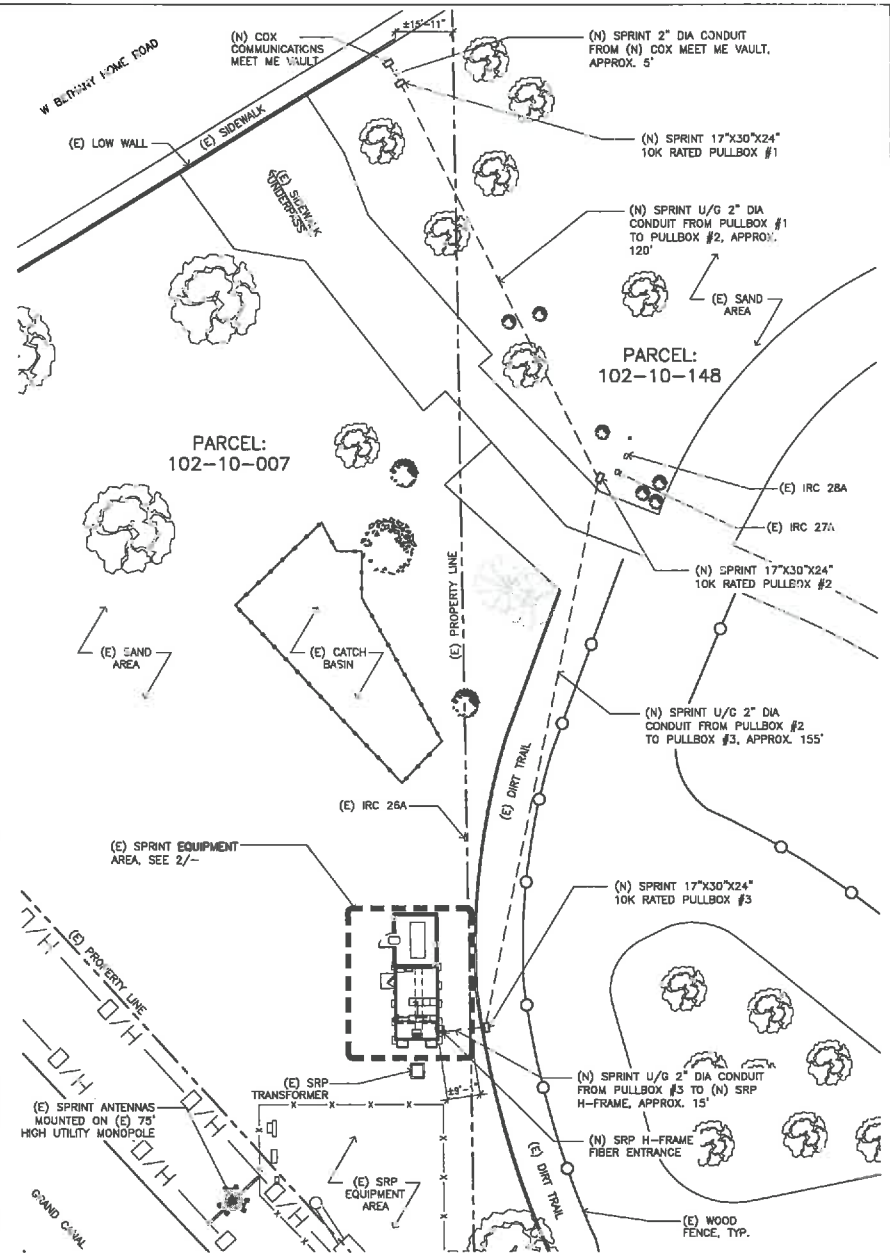
D SPRINT GC TO PROVIDE AND INSTALL (1) 5 AMP -48 VDC CIRCUIT USING #12 AWG THHN STRANDED CONDUCTORS, BLACK AND RED COLORED; APPROXIMATELY 5'-0" CONDUIT RUN

NOTE:

*ROUTING OF CONDUIT IS FOR ILLUSTRATIVE PURPOSES ONLY

*ANY NEW CONDUIT SHOULD BE INSTALLED TO AVOID TRIP HAZARDS

SITE KEY — SCALE 1/2"=1'-0" — 2



SITE PLAN — SCALE 1/16"=1'-0" — 1

Sprint

Alcatel-Lucent

PLANS PREPARED BY:

RELIANT RLS LAND SERVICES

PROJECT INFORMATION:

ANTENNA MODIFICATION PROJECT

MIRAGE (AZ0191)

PH73XC070

8211 BETHANY HOME RD. GLENDALE, AZ 85303

ISSUE DATE:

09/09/13

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B	09/09/13	100% CD	DJL

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LICENSURE:

40506 SHIUH-GUANG

SHEET TITLE:

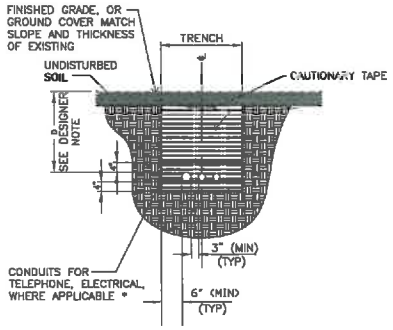
SITE PLAN

SHEET NUMBER: A-1

REVISION: 0

NOT USED

SCALE:	
N.T.S.	4



*CONDUIT SIZE, TYPE, QUANTITY AND SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS

TRENCH DETAILS

SCALE:	
N.T.S.	1

NOT USED

SCALE:	
N.T.S.	3

NOT USED

SCALE:	
N.T.S.	2

Sprint

Alcatel-Lucent

PLANS PREPARED BY:

RELIANT RLS LAND SERVICES

PROJECT INFORMATION:

ANTENNA MODIFICATION PROJECT

MIRAGE (AZ0191)

PH73XC070

8211 BETHANY HOME RD.
GLENDALE, AZ 85303

ISSUE DATE:

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0	09/09/13	100% CD	DJL

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LICENSURE:

40506 SHIUH-GUANG

SHEET TITLE:

DETAILS

SHEET NUMBER: A-2

REVISION: 0

EASEMENT EXHIBIT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA, BEING 1.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER SAID SECTION 14, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS NORTH 89°32'36" EAST, A DISTANCE OF 2608.82 FEET; THENCE NORTH 89°32'36 EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1071.98 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH, A DISTANCE OF 119.52 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 21°58'22" EAST, A DISTANCE OF 138.92 FEET; THENCE SOUTH 13°52'42" WEST, A DISTANCE OF 160.51 FEET; THENCE SOUTH 76°52'44" WEST, A DISTANCE OF 13.50 FEET TO THE **POINT OF TERMINUS.**

CONTAINING 939 SQUARE FEET MORE OR LESS.

BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE, ZONE CENTRAL.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A REFERENCE HEREOF.

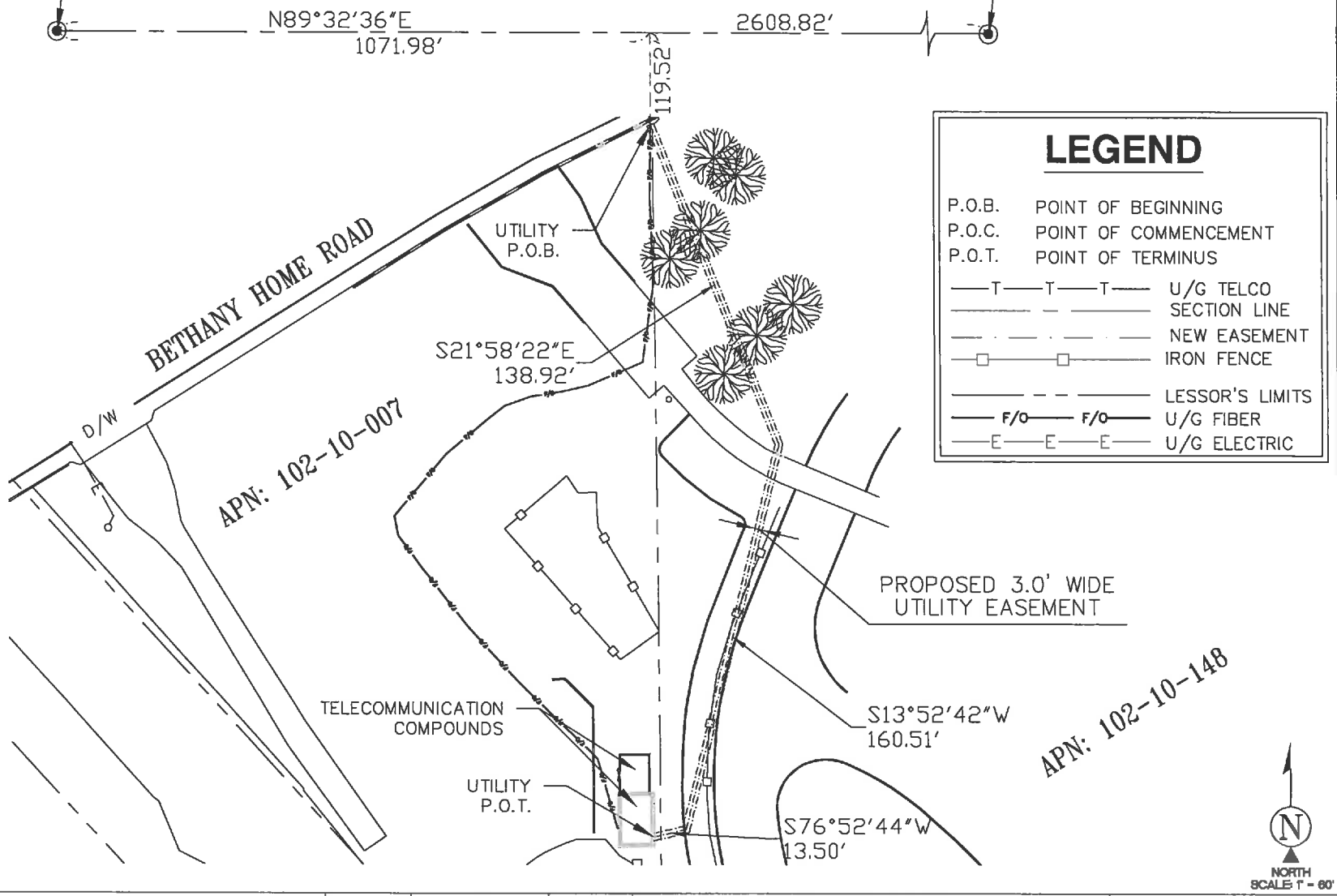
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
52961
MATTHEW R.
FORD
Date Signed 11-12-13
ARIZONA, U.S.A.

EXPIRES 12/31/14

Ambit	AMBIT CONSULTING, LLC 8631 SOUTH PRIEST DRIVE #102 TEMPE, ARIZONA 85284	BY	DATE	PH73XC070 MIRAGE (AZ0191) 8211 BETHANY HOME ROAD GLENDALE, ARIZONA 85303	EXHIBIT A
		DESIGNED MF	11/12/13		SHEET 1 OF 2
		DRAWN MF	11/12/13		
		APPROVED MF	11/12/13		

EASEMENT EXHIBIT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA



Ambit	AMBIT CONSULTING, LLC 8631 SOUTH PRIEST DRIVE #102 TEMPE, ARIZONA 85284		BY	DATE	PH73XC070 MIRAGE (AZ0191) 8211 BETHANY HOME ROAD GLENDALE, ARIZONA 85303
		DESIGNED	MF	11/12/13	
		DRAWN	MF	11/12/13	
		APPROVED	MF	11/12/13	

EXHIBIT B

SHEET	OF
2	2

GRANT LICENSE AGREEMENT
SPRINT SPECTRUM REALTY CO., L.P.
83RD & BETHANY HOME ROAD

GLENDALE

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO RATIFY THE ORIGINAL CONTRACTS WITH DELTA DENTAL, EMPLOYERS DENTAL SERVICES, VSP VISION, AND THE HARTFORD LIFE INSURANCE**
Staff Contact:	**Jim Brown, Executive Director, Human Resources and Risk Management**

Purpose and Recommended Action

This is a request for City Council to ratify contracts for Delta Dental, Employers Dental Services (EDS) HMO Dental, VSP Vision and The Hartford (Life Insurance).

- Delta Dental – The Delta Dental plan ratification of the contract effective July 1, 2011.
- Employers Dental Services Dental – The Employers Dental Services (EDS) dental plan ratification of the contract effective July 1, 2011.
- VSP Vision – The Vision Plan ratification of the contract for VSP Vision effective July 1, 2011.
- The Hartford Life Insurance –The life insurance ratification of the original contract for the Hartford, effective July 1, 2008.

Background

The dental plan went out for bid on September 20, 2010; however, the contracts were not approved by Council. There were nine companies that bid for the PPO dental contract and the incumbent, Delta Dental, was awarded the bid. The bid included rates being reduced by 5% with a two year rate guarantee for Fiscal Year (FY) 2011-12 and FY 2012-13. The City of Glendale has offered this fully-insured PPO dental plan through Delta Dental since July 1, 2005, and there are 3,411 plan participants including employees and dependents.

The HMO dental plan also went out for bid on September 20, 2010; however, the contracts were not approved by Council. There were six companies that bid for the HMO dental contract and the incumbent, EDS, was awarded the bid. The bid included rates being reduced by 15% with a two year rate guarantee for FY 2011-12 and FY 2012-13. The City of Glendale has offered this fully-insured HMO dental plan through EDS since July 1, 2005, and there are 601 plan participants including employees and dependents.

The vision plan went out for bid on September 16, 2010; however, the contracts were not approved by Council. There were five companies that bid for the vision contract and the incumbent, VSP Vision, was awarded the bid. The bid included rates being reduced by 11.4% with a four year rate guarantee through June 30, 2015. The City of Glendale has offered this fully-

insured PPO vision plan through VSP since July 1, 2003, and there are 3,062 plan participants including employees and dependents.

The Basic, Accidental Death & Dismemberment and Supplemental Life Insurance plan went out for bid in November 9, 2007; however, the contracts were not approved by Council. There were 10 companies that bid for the Basic, Accidental Death & Dismemberment and Supplemental Life Insurance contracts. There are 1,554 Basic & Accidental Death & Dismemberment plan participants and 712 Supplemental Life Plan Participants.

Analysis

The Human Resources Department is recommending to City Council that:

- The current Delta Dental contract be ratified
- The current EDS Dental contract be ratified
- The current VSP Vision contract be ratified
- The Hartford Basic, Accidental Death & Dismemberment and Supplemental Life Insurance plan contract be ratified

The Total Compensation Committee reviewed and recommended the Hartford Insurance plan bid selection on January 29, 2008. The committee also reviewed and recommended the Dental and Vision plan bids on February 3, 2010. The Total Compensation Committee consisted of seven representatives within the city. These plans have already been provided for in the current Council approved budget; therefore, no additional funds are being requested.

Upon review of the city's benefits contracts, it was discovered that these agreements had not been brought to the Council for final approval. Going forward, Human Resources has developed a system for tracking contract approvals and expirations, and will be working with the new contract administrator with all contracts once this position is filled.

Previous Related Council Action

At the April 22, 2008 City Council Budget Workshop, staff presented a recommendation of dental, vision and life insurance options.

Community Benefit/Public Involvement

Employee benefit plans enable the city to attract and retain qualified employees to carry out the business of the city.

CITY COUNCIL REPORT

Budget and Financial Impacts

Cost	Fund-Department-Account
$1,245,600	**2580-02580-487200 Dental Employee Contributions** **2580-02580-487000 City Dental Contributions** **2580-18210-541801 Delta Dental Retiree Contributions**
$60,000	**2580-02580-487200 Dental Employee Contributions** **2580-02580-487000 City Dental Contributions** **2580-18210-541800 EDS Dental Retiree Contributions**
$199,200	**2580-02580-486600 VSP Employee Contributions** **2580-02580-486800 VSP City contributions** **2580-18210-542000 VSP Retiree contributions**
$655,200	**2580-02580-486200 Life Employee Contributions** **1000-01000-210200 Life City Contributions** **2580-18210-542200 Life Retiree**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Delta Dental Agreement

EDS HMO Dental Agreement

VSP Vision Agreement

Hartford Life Insurance Agreement

CCIF 17697
4211

www.deltadentalaz.com

April 8, 2013

Marcie Bravo-Ortuno
City of Glendale
5850 W Glendale Ave #B56
Glendale AZ 85301

Re: DELTA DENTAL PLAN RENEWAL -- GROUP #4211
Contract Term: July 1, 2013 thru June 30, 2014

Dear Marcie:

Delta Dental of Arizona has been privileged to provide dental benefits to the employees of City of Glendale since 2005, under the above referenced group number. We propose to renew the above noted plan for the upcoming contract year under the same terms and conditions now in effect. As a reminder "June" is open enrollment month for employees to make changes to their plan benefits.

Our Underwriting Department has completed its renewal analysis to determine the adequacy of the existing billing rates. On the basis of this review, and per the 7/2011- RFP 12-01 award *(2013 renewal not to exceed 4.5% increase)*, we are pleased to inform you, there will be no change to the current rates for the next contract year period. Furthermore, In coordination with the Patient Protection & Affordable Care Act of 2010, dependents will be covered up to the age of 26 with no additional impact to your renewal rates.

The current and renewal 2-tier rates are as follows:

	Current	Renewal
Employee:	$34.67	$34.67
Dependent:	$68.43	$68.43
Total:	$103.10	$103.10

Thank you for your continued support of Delta Dental of Arizona. **For your convenience, please sign, date below and return by mail, email or facsimile at (602) 588-3921 by May 28 2013.** Also, should you have any questions or have interest in reviewing plan design alternatives at this time, please do not hesitate to call me at (602) 588-3930 or cmarler@deltadentalaz.com.

Sincerely,

Christine Marler
Account Executive

Encl.

Marcie Bravo-Ortuno

4/9/13
Date

Delta Dental of Arizona
5656 West Thlavi Blvd.
Glendale, AZ 85306

Telephone: 602.938.3131
In Arizona: 800.352.6132
Facsimile: 602.588.3636

CLIENT'S COPY

Lupe

DELTA DENTAL OF ARIZONA
5656 W. Talavi Blvd.
Glendale, AZ 85306
(602) 938-3131

An Arizona Not For Profit Dental Service Plan

Employer Group Dental Contract

The completion of the Master Application and premium payment made by City of Glendale is the consideration that binds the parties. City of Glendale will be called Employer Group in this Employer Group Dental Contract. The Employer Group Dental Contract, henceforth in this document, will be referred to as This Contract. Delta Dental Of Arizona will be referred to as DDAZ in This Contract. The Master Application is a part of This Contract and binds the parties.

This Contract:

A. Is issued for the Initial Rate Guarantee Period outlined below; and

B. May be renewed for successive renewal periods by the payment of premiums set by DDAZ on each renewal date and by a signed contract amendment indicating the renewal effective date, and any applicable changes to this contract.

The length of each renewal period will be set by DDAZ, but will not be less than twelve – (12) months except for the initial change of a contract term.

Entire Contract and Contract Amendments:
This Contract with all Appendices, the Dental Benefits Booklet, the Appeals Booklet (if applicable) and the Master Application of the Employer Group constitute the Entire Contract between the parties. A copy of the Employer Group's Master Application, the Dental Benefits Booklet, and the Appeals Packet (if applicable) are attached to This Contract when issued.

This Contract may be changed in whole or in part. No change in This Contract will be valid unless it is approved in writing by DDAZ's Chief Executive Officer and given to the Employer Group for attachment to This Contract. No agent has the authority to change This Contract or to waive any of its provisions.

Employer Group Number:	City of Glendale
Original contract effective date:	July 1, 2005
Restated contract Effective Date:	July 1, 2011
Initial Coverage Period:	July 1, 2011 through June 30, 2012

Employer Group Dental Contract

This Employer Group Dental Contract includes the following Appendices:

Appendix A:	Summary of Benefits
Appendix B:	Employer Group Specifications
Appendix C:	Funding Agreement

Delta Dental of Arizona and the Employer Group agree to comply with all provisions set forth in This Employer Group Dental Contract.

AUTHORIZED SIGNATURES

City of Glendale

By:_____

Title:_____

Date:_____

Delta Dental of Arizona

By: R. Allan Allford

R. Allan Allford

Title: President/CEO

Date: March 7, 2011

APPENDIX B

Delta Dental of Arizona
Employer Group Dental Contract

Summary of Contractual Components
Group Name City of Glendale Group Number 4211

Benefit Year January 1 through December 31

Minimum Contribution Amount EE 100%DEP 0%
Minimum Participation Requirement EE 100% of all eligible employees

All Eligible Employees Definition: Full-time employees working a minimum of twenty (20) hours per week and when employed in one of the following classes;

Eligibility waiting period
Class I Employees Hired on the 1st, 2nd or 3rd day of the month First of the month following date of hire.

Class II Employees hired on or after the 4th day of the month First of the month following 30 days of employment.

Class III Retirees First of the month following Date of Retirement.

Children to age 19 **Maximum for full time student** 25

Humanitarian Services A dependent child who is engaged in documented humanitarian services, such as the Peace Corps or a religious mission is covered with the same age limitations as students. Authorized proof of this status will be required. The Humanitarian Services must satisfy the following: 1) the organization must be exempt from Federal Income Tax and 2) contributions to the organization qualify for charitable deduction.

Termination of Coverage:
Coverage ends the day on which the Subscirber and/or dependent are no longer eligible

Premium Rates:

Rates for July 1, 2011– June 30, 2012 have been changed to:	$ 33.66 employee $100.10 employee & family
Rates for July 1, 2012– June 30, 2013 will be :	$ 34.67 employee $103.10 employee & family

Rates for July 1, 2013– June 30, 2014 will not exceed 4.5% of the previous year's rates.

Grace Period for the Payment of Premium
One hundred twenty days (120) days after premium is due.

Renewal Notification
Two hundred and forty days (240) days prior to renewal effective date

VSP Vision Care for Life

LUPE SIERRA
GLENDALE, CITY OF
5850 W GLENDALE AVE STE B56
GLENDALE, AZ 85301-2563

RE: CITY OF GLENDALE, GROUP #12132192
JULY 1, 2011 DOCUMENTS

Attention Lupe Sierra:

Enclosed are your JULY 1, 2011 documents.

This new document supersedes any existing document you have with VSP. If you have any questions, or need additional information, please do not hesitate to contact me at 916-858-5744.

Matthew Alvarez
Vision Service Plan

Enclosures

VSP Vision Care for Life

VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE POLICY

Group Name	**CITY OF GLENDALE**
Policy Number	**12132192**
State of Delivery	**ARIZONA**
Effective Date	**JULY 1, 2011**
Policy Term	**FORTY-EIGHT (48) MONTHS**
Premium Due Date	**FIRST DAY OF MONTH**

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Group Vision Care Policy ("Policy") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

Gary N. Brooks, Secretary

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I.
DEFINITIONS

Key terms used in this Policy are defined:

1.01. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly administrative fee.

1.02. **BENEFIT AUTHORIZATION**: Authorization from VSP identifying the individual named a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.03. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.

1.04. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.

1.05. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.

1.06. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Policy under which such Enrollee is covered.

1.07. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Insured to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.08. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under Article VI. ELIGIBILITY FOR COVERAGE.

1.09. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

1.10. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

1.11. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.

1.12. **GROUP VISION CARE POLICY (also, "THE POLICY")**: The Policy issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy.

1.13. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.14. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.15. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive by virtue of coverage under this Policy, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.16. **RENEWAL DATE**: The date when the Policy shall renew, or terminate if proper notice is given.

1.17. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.

1.18. **SCHEDULE OF PREMIUMS**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term**: This Policy is effective on the Effective Date and shall remain in effect for the Policy Term. At the end of the Policy Term, the Policy shall renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Policy Term that such party is unwilling to renew the Policy. If such notice is given, the Policy shall terminate at 11:59 p.m. on the last day of the Policy Term unless the parties agree on its renewal of the Policy. If the Policy continues on a month to month basis after the Policy Term, either party may terminate the Policy upon thirty (30) days advance notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Policy Term and Group fails to accept the new terms and/or rates in writing prior to the end of the Policy Term, this Policy shall terminate at 11:59 p.m. on the last day of the Policy Term.

2.02. **Early Termination Provision**: The Premium rate payable by Group to VSP under this Policy is based on an assumption that VSP will receive these amounts over the full Policy Term in order to cover costs associated with greater vision utilization that tends to occur during the first portion of a Policy Term. If Group terminates this Policy before the end of the Policy Term or before the end of any subsequent renewal terms, for any reason other than material breach by VSP, Group shall be liable for the lesser of any deficit incurred by VSP or the remaining payments which Group would have paid for the full term of this Agreement. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Group. Net premiums shall mean premiums paid by Group minus any applicable retention amounts and/or broker commissions. Group agrees to pay VSP within thirty-one (31) days of notification of the amount due.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons**: VSP will enroll for coverage each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of who shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries for distribution to Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

3.02. **Provision of Plan Benefits**: Through its Member Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons**: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Policy shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an updated list of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the Member Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line, VSP's Web site at www.vsp.com, or by written request.

3.04. **Preservation of Confidentiality**: VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Policy, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality policy may obtain a copy of the policy by contacting VSP's Customer Service Department or VSP's Web site at www.vsp.com.

3.05. **Emergency Vision Care**: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees**: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Policy, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Policy as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the coverage of Covered Persons under this Policy.

4.02. **Payment of Premiums**: By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Policy. The Schedule of Premiums incorporated in this Policy as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Policy and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Policy.

VSP may change the premiums set forth in Exhibit B (Schedule of Premiums) by giving Group at least sixty (60) days advance written notice. No change will be made during the Policy Term unless there is a change in the Schedule of Benefits or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase premiums during a Policy Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to premiums VSP received from Group.

4.03. **Grace Period**: Group shall be allowed a grace period of thirty-one (31) days following the premium payment due date to pay premiums due under this Policy. During said grace period, this Policy shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Policy renewal. Such payment may impact Group's premium rates in future Policy Terms.

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

4.04. **Distribution of Required Documents**: Group shall distribute to Enrollees any disclosure forms, plan summaries or other material required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

4.05. **Risk-to-ASP Conversion Provision**: Converting to an Administrative Services Program: Due to the cyclical nature of vision care, in the event Group wishes to convert its method of funding from a risk program to an Administrative Services Program, an appropriate level of reserve will need to have been established.

Upon conversion to an Administrative Services Program, for vision care begun on and after the effective date of conversion, all claims will be paid through the Administrative Services program.

V.
OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

5.01. **General**: By this Policy, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Policy may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Policy, and all Exhibits, Riders and attachments hereto, constitutes VSP's sole and entire undertaking to Covered Persons under this Policy.

As conditions of coverage, all Covered Persons under this Policy have the following obligations:

5.02. **Copayment for Services Received**: Where, as indicated in Exhibit A (Schedule of Benefits), Copayments are required for certain Plan Benefits, Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor the date services are rendered.

5.03. **Authorization of Services**: Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the Member Doctor will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

5.04. **Submission of Non-Member Provider Claims**: If Non-Member Provider coverage is indicated in Exhibit A (Schedule of Benefits), all claims for services received from Non-Member Providers shall be submitted by Covered Persons to VSP within one hundred eighty (180) days of the date of service. VSP may reject such claims filed more than one hundred eighty (180) days after the date of service.

Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date of one hundred eighty (180) days after the date of service.

5.05. **Complaints and Grievances**: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an

extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. **Claim Denial Appeals**: If, under the terms of this Policy, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(l)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. **Time of Action**: No action in law or in equity shall be brought to recover on the Policy prior to the Covered Person exhausting his\her grievance rights under this Policy and/or prior to the expiration of sixty (60) days after the claim

and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Policy.

5.08. **Insurance Fraud**: Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application or files a claim with a false or deceptive statement, is guilty of insurance fraud. Such an act is grounds for immediate termination of the Policy for the Group or individual that committed the fraud.

VI.
ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria**: Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees**: To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents**: If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any unmarried child of an Enrollee, including any natural child from the moment of birth, or legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; and

(A) for whose support the Enrollee is legally responsible and who has not yet attained the age of 25 years.

(3) as further defined by Group.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number have been reported by Group to VSP in the manner provided hereunder, and

(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records in order to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf premiums have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the coverage a Covered Person is entitled under the Policy.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Policy, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Policy. During the term of this Policy, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Policy must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Policy for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Policy.

6.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or Enrollee's spouse acquires the right to control that child's health care. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable premiums must be paid to VSP.

VII.
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VIII.
ARBITRATION OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Policy shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

8.02. **Procedure:** The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

8.03. **Choice of Law:** If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Policy shall be the applicable law.

IX.
NOTICES

9.01. **Required Notices**: Any notices required to be given under this Policy to either Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

X.
MISCELLANEOUS

10.01. **Entire Policy:** This Policy, the Group Application, the Evidence of Coverage, and all Exhibits, Riders and attachments hereto, and any amendments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Policy must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Policy.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors. Member Doctors are independent contractors and responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

10.04. **Assignment:** Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

10.05. **Severability:** Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Equal Opportunity**: VSP is an Equal Opportunity and Affirmative Action employer.

10.09. **Communication Materials**: Communication materials created by Group which relate to this vision care Policy must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including, but not limited to, ERISA requirements.

EXHIBIT A

VISION SERVICE PLAN INSURANCE COMPANY
3333 Quality Drive
Rancho Cordova, California 95670

SCHEDULE OF BENEFITS
VSP Choice Plan

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Policy to which it is attached.

Member Doctors are those doctors who have agreed to participate in VSP's Choice Network.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be a Copayment of $5.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional $10.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

PLAN BENEFITS

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
VISION CARE SERVICES		
Eye Examination	Covered in Full*	Up to $ 45.00* ✓

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations every 12 months.

*Less any applicable Copayment.

VISION CARE MATERIALS

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Lenses		
Single Vision	Covered in full*	Up to $ 30.00*
Bifocal	Covered in full*	Up to $ 50.00*
Trifocal	Covered in full*	Up to $ 65.00*
Lenticular	Covered in full*	Up to $ 100.00*

Available once every 12 months.

Frames	Covered up to Plan Allowance*	Up to $ 70.00*

Available once every 24 months.
*Less any applicable Copayment.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

Lens Options

Polycarbonate lenses	Covered in full	Not Covered

CONTACT LENSES

Contact lenses are available once every 12 months in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 months.

Necessary-

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Insured's Member Doctor or Non-Member Provider. Prior review and approval by the Company are not required for Insured to be eligible for Necessary Contact Lenses.

MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Professional Fees and Materials	**Professional Fees and Materials**
Covered in full*	Up to $210.00*

Elective -

MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Professional Fees and Materials**	**Professional Fees and Materials**
Up to $130.00	Up to $105.00

*Subject to Copayment

**15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Supplementary Testing	Covered in Full	Up to $125.00

Complete low vision analysis/diagnosis, which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

Supplemental Care Aids	75% of Cost	75% of Cost

Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is $1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Policy is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Policy will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a ± .50 diopter power); or two pair of glasses in lieu of bifocals;

- Replacement of lenses and frames furnished under this Policy which are lost or broken, except at the normal intervals when services are otherwise available;

- Medical or surgical treatment of the eyes;

- Corrective vision treatment of an Experimental Nature;

- Costs for services and/or materials above Plan Benefit allowances;

- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE POLICY LIMITATIONS IF, IN THE OPINION OF VSP's OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

EXHIBIT B

VISION SERVICE PLAN INSURANCE COMPANY
3333 Quality Drive
Rancho Cordova, California 95670

SCHEDULE OF PREMIUMS
VSP Choice Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

$ 6.40 per month for each eligible Enrollee without Eligible Dependents.
$ 14.26 per month for each eligible Enrollee (includes coverage for Eligible Dependents).

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the Initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

ADDENDUM

ADDITIONAL BENEFIT RIDER
DIABETIC EYECARE PROGRAM

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. Plan Benefits under the Diabetic Eyecare Program ("DEP") are available to Covered Persons who have been diagnosed with Type 1 diabetes and specific ophthalmological conditions, and who are covered under the VSP Signature Plan®. The Diabetic Eyecare Program allows Covered Person's Member Doctor to provide diagnostic services not available under the VSP Signature Plan. The Diabetic Eyecare Program does not cover medical treatment for Covered Persons with diabetic or any other medical conditions.

PROCEDURES FOR OBTAINING DIABETIC EYECARE PROGRAM SERVICES

Covered Person's Member Doctor will provide services under the DEP as needed following Covered Person's routine VSP Signature Plan eye examination. No referrals or authorizations are required for services provided under the DEP.

ELIGIBILITY

Covered Persons under this Program are the same as stated in Section VI of this Policy.

COPAYMENT

A Copayment of $20.00 is required for each Ophthalmological Service and Office Visit under the DEP, and is paid to the Member Doctor at the time of service. Other Copayments may apply to services under Covered Person's VSP Signature Plan. Refer to the VSP Signature Plan Schedule of Benefits associated with this Rider.

PLAN BENEFITS

SERVICE*	MEMBER DOCTOR BENEFIT	BENEFIT FREQUENCY†	
Ophthalmological services and Office Visits	Covered in full, less $20.00 Copayment	Once every 12 months	
Gonioscopy	Covered in full	Once every 12 months	
Extended Ophthalmoscopy	Covered in full	Once every 6 months*	
Fundus Photography	Covered in full	Once every 6 months*	

COVERED SERVICES (The following list is current as of [7/1/08] and is subject to change without notice.)

Description	Procedure Code
Ophthalmological services	92002, 92004, 92012, 92014
Office Visits	99201 - 99205, 99211 - 99215
Gonioscopy	92020
Extended Ophthalmoscopy	92225, 92226
Fundus Photography	92250

*Service and/or diagnosis limitations apply, or certain procedures require special handling. Member Doctors must consult the *VSP ProviderReference Manual* for details before rendering services.

†Benefit frequency periods begin on the date of the first Ophthalmological Service or Office Visit.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The DEP covers diabetic eyecare evaluation services only. There is no coverage provided under the Plan for the following:

- Costs associated with securing frames, lenses or any other materials.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical procedures, including Laser or any other form of refractive surgery, and any pre- or post-operative services.
- Pathological treatment of any type for any condition.
- Any eye examination required by an employer as a condition of employment.
- Insulin or any medications or supplies of any type.
- Services and/or materials not included in this Rider as covered Plan Benefits.

DIABETIC EYECARE PROGRAM DEFINITIONS

Diabetes	A disease where the pancreas has a problem either making, or making and using, insulin.
Type 1 Diabetes	A disease in which the pancreas stops making insulin.
Type 2 Diabetes	A disease in which the pancreas makes insufficient insulin or can't efficiently use it.
Fundus Photography	Taking photos of the inside of the eye that show the optic nerve and retinal vessels.
Extended Ophthalmoscopy	A method of examining the posterior of the eye, including a true drawing of the retina accompanied by an interpretation and plan.
Gonioscopy	Use of a special contact lens to look at the eye's aqueous drainage area.

VISION SERVICE PLAN INSURANCE COMPANY

AMENDMENT TO
GROUP VISON CARE POLICY

This Addendum shall be attached to and made a part of Group Vision Care Policy Number 12132192 ("Policy"), issued by VISION SERVICE PLAN INSURANCE COMPANY to CITY OF GLENDALE.

EXCEPT as otherwise specifically stated herein, all terms and conditions of said Policy remain unchanged and are in full force and effect.

IT IS HEREBY AGREED that effective JULY 1, 2011, the Group Vision Care Policy shall be revised to include an Administrative Services Program for the Safety and Repair/Replacement benefits as outlined on the attached Safety Eyewear Addendum and the Repair/Replacement Addendum.

IT IS FURTHER AGREED that the Policy shall be amended as it pertains to the Administrative Services Program Safety and Repair/Replacement benefits as follows.

1. Section I. Definitions, the following shall be added:

   Claims Amount: Total charges for benefits delivered, including the cost of professional services and ophthalmic materials, charges for VSP services related to materials purchased, and taxes.

2. Section 4.02, Payment of Premiums shall be revised to include the following:

   (a) **Claims Amounts and Advance of Payment:** Group shall provide all funds necessary to pay the Claims Amount associated with the Administrative Services Program for the Safety and Repair/Replacement benefits. In order to assure timely and adequate payment, Group agrees to make an Advance Payment as outlined on the attached Schedule of Advance Payment and Administrative Fees, Exhibit B. This Advance Payment is an estimate of the Claims Amount for one (1) month. Group agrees to pay the actual Claims Amounts on a monthly basis within ten (10) days after receipt of VSP's statement. The Advance Payment amount may be adjusted each Plan Term if the average of monthly Claims Amount increases or decreases. The parties agree that such Advance Payment is reimbursable to the Group upon termination of this Plan, after the Group's indebtedness to VSP and/or its benefit providers has been satisfied. However, amounts paid to VSP as Advance Payment shall not be considered assets of the Group, and need not be held in trust by VSP.

   Administrative Fee: Additionally, on or before the first day of each month, Group shall remit to VSP an Administrative Fee as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. Change will not be made to the Administrative Fee during any Plan Term unless there is a change in the Schedule of Benefits or a material change in any other terms and conditions of the Plan, provided any such change is mutually agreed upon in writing between VSP and Group.

Notwithstanding the above, VSP reserves the right to increase amounts due hereunder during a Plan Term by the amount of any tax or assessment not now in effect which is subsequently levied by any taxing authority, which is attributable to the amount due VSP from Group.

3. Section 4.03, Grace Period, the following shall be added:

Grace Period: Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of amounts due under this Plan. During the grace period, this Plan will remain in full force and effect for all Covered Persons. Late payments will be considered by VSP at the time of Plan renewal and may impact Group's Advance Payment and Administrative Fees in future Plan Terms.

If Group fails to make any payment of amounts due by the end of any grace period, VSP may notify Group that the payment of amounts due has not been made, that coverage is canceled and that the Group is responsible for payment for the Claims Amount associated with Plan Benefits provided to Covered Persons after the last period for which amounts due were fully paid, including the grace period and through the effective date of the termination. Group shall also remain responsible for payment, in accordance with Paragraph 2.02, of any Claims Amount associated with Benefit Authorizations outstanding at the time of termination, and for any legal and/or collection fees incurred by VSP in collecting amounts due under this Plan.

4. Section 6.04, Retroactive Eligibility Changes, the following shall be added:

Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. If coverage is retroactively terminated for an individual, Group shall remain responsible for the Claims Amount associated with any Plan Benefits provided to that individual pursuant to the Benefit Authorization issued by VSP in reliance on the latest eligibility information available to VSP at the time of such Benefit Authorization.

IT IS FURTHER AGREED that the attached Exhibit B shall be added to the Agreement as it pertains to the Administrative Services Program for the Safety and Repair/Replacement benefits.

_____

Gary N. Brooks, Secretary

ADDENDUM

ADDITIONAL BENEFIT RIDER
SAFETY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. This Rider forms a part of the Plan or Certificate of Coverage to which it is attached.

COVERED PERSONS WHO MEET THE ELIGIBILITY REQUIREMENTS OUTLINED UNDER ARTICLE VI. OF THE GROUP VISION CARE PLAN AND WHO REQUIRE SAFETY EYEWEAR DUE TO THE NATURE OF THEIR WORK SHALL BE ELIGIBLE FOR THE SAFETY EYECARE PLAN.

ELIGIBILITY

The following are Covered Persons under this Plan.

- Enrollee.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated:

COPAYMENT

The benefits herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered person. Plan Benefits received from Member Doctors and Non-Member Providers require Copayments. Covered Persons must also follow Benefit Authorization procedures.

There shall be no Copayment payable by the Covered Person to the Member Doctor at the time services are rendered.

PLAN BENEFITS

SERVICE OR MATERIAL	MEMBER DOCTOR BENEFIT
Eye Examination	Covered in full*

A Limited Level supplemental vision analysis of the eyes and related structures that addresses the specific visual needs relative to Safety EyeCare. Refer to the EXCLUSIONS AND LIMITATIONS OF BENEFITS section for additional details.

Subsequent regular eye examinations every 12 months beginning with the first date of service.

*Less any applicable Copayment.

SERVICE OR MATERIAL	MEMBER DOCTOR BENEFIT
Lenses	Covered in full*

Member Doctors shall ensure that lenses provided under the Safety EyeCare Plan meet the following minimum standards:

- Be no less than 3mm at the thinnest point.
- Be impact-tested with a one-inch steel ball dropped from a height of 50 inches.
- Be engraved by the manufacturer that it is a safety lens.

Available once every 12 months beginning with the first date of service.

*Less any applicable Copayment.

SERVICE OR MATERIAL	MEMBER DOCTOR BENEFIT
Lens Options	
Polycarbonate lenses	Covered in full

SERVICE OR MATERIAL	MEMBER DOCTOR BENEFIT
Frames	Covered up to Plan Allowance*

Member Doctors shall ensure that frames provided under the Safety EyeCare Plan meet the following minimum standards:

- Have a "Z-87" stamp on the front and temples.
- Be fabricated of a slow-burning material.
- Have the manufacturer's logo imprint.
- Be constructed so that, if impacted from the front, the lens will not come out through the back of the frame.

Materials will be certified as safe for a work environment by meeting the required test standards as set forth by the American National Standards Institute (ANSI).

VSP reserves the right to limit the cost of the frames provided by Member Doctors under this Plan. The current allowance shall be published periodically by VSP to its Member Doctors and will be set at a level to cover a sufficient number of frames in common use.

Available once every 24 months beginning with the first date of service.

*Less any applicable Copayment

EXCLUSIONS AND LIMITATIONS OF BENEFITS

SAFETY EYECARE PLAN

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This vision service plan is designed to cover visual needs rather than cosmetic materials. When a Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended Lenses.
- Cosmetic lenses.
- Lens laminations.
- Oversize lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

NOT COVERED

There are no benefits for professional services or materials connected with:

- Subnormal vision aids.
- Orthoptics or vision training and any associated supplementary testing not specifically related to Safety EyeCare.
- Plano lenses.
- Two pair of glasses in lieu of bifocals.
- Contact lenses.
- Replacement of lenses and frames furnished under this Plan that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Examinations above a Limited Level unless the Covered Person: (i) is not eligible for an eye examination under the Plan to which this Rider is attached; (ii) received an eye examination from another Member Doctor during the same eligibility period; or (iii) received an eye examination during the preceding 6 months from a practitioner in the same Member Doctor's office that will be providing the Safety EyeCare examination.
- Rimless frames.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.
- Services and/or materials received from a Non-Member Provider.

EXHIBIT C

ADDITIONAL BENEFIT RIDER
REPAIR/REPLACE BENEFITS

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated. This Rider forms a part of the Plan and Evidence of Coverage to which it is attached.

Repair/Replace Benefits provide coverage for materials obtained when the Covered Person is not eligible for materials under the Schedule of Benefits to which this Rider is attached. Covered Persons are eligible if their spectacle lenses or frame are broken or damaged and in need of repair or replacement.

Persons covered under this additional benefit may be entitled to eyeglass frame repairs, which shall include but not be limited to temples only, front only, hinge and miscellaneous repairs; or replacement of complete frame and single vision and multifocal lens repair or replacement.

ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

COPAYMENT

There shall be no Copayment payable by the Covered Person to the Member Doctor at the time services are rendered.

SERVICES FROM MEMBER DOCTORS

PLAN BENEFITS

VSP may authorize payment under this Rider for materials for Covered Persons more frequently than 12 months if

1. Eyeglass frames are broken or damaged, which shall include but are not limited to temples only, front only, hinge and miscellaneous repairs. Replacement of complete frame may be covered if frame is damaged beyond repair.
2. Single vision and multifocal lens require repair or replacement.

SERVICE OR MATERIAL	MEMBER DOCTOR BENEFIT	FREQUENCY
Lenses	Refer to Schedule of Benefits	Available once each 12 months**
Frames	Refer to Schedule of Benefits	Available once each 12 months**
VSP reserves the right to limit the cost of the frames provided by its Member Doctors under the Plan. The current allowance shall be published periodically by VSP to its Member Doctors and will be set at a level to cover a sufficient number of frames in common use. If the Covered Person wishes to select a more expensive frame than that allowed under this Rider, the cost difference shall be by agreement between the Covered Person and Member Doctor. Plan Benefits for lenses are per complete set, not per lens.		

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

REPAIR/REPLACE BENEFIT ONLY

NOT COVERED

There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training and any associated supplemental testing.
2. Plano lenses (lenses with refractive correction of less than ± .50 diopter).
3. Two pair of glasses in lieu of bifocals.
4. Medical or surgical treatment of the eyes.
5. Corrective vision treatment of an Experimental Nature.
6. Services or materials of a cosmetic nature.
7. Costs for services and/or materials exceeding Plan Benefit allowances.
8. Services and/or materials not indicated on this Rider as covered Plan Benefits.
9. Services and/or materials received from a Non-Member Provider

EXHIBIT B

ADVANCE PAYMENT AND ADMINISTRATIVE FEES
SAFETY EYECARE PLAN & REPAIR/REPLACEMENT PLAN

VSP shall be entitled to receive administrative fees for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

Advance Payment

Waived

Administrative Fee

Safety Eyecare Plan:
19% OF MONTHLY CLAIMS AMOUNT

Repair/Replacement Plan:
20% OF MONTHLY CLAIMS AMOUNT

Said Advance payment and Administrative Fee(s) shall be guaranteed for a period of FORTY-EIGHT (48) months through JUNE 30, 2015.

NOTICE: The Advance Payment and Administrative Fee under this Plan is subject to change, upon renewal, after the end of the Initial Plan Term or any subsequent Plan Term, or upon change of the Schedule of Benefits or a change in any other terms or conditions of the Plan.

AMENDMENT

VISION SERVICE PLAN INSURANCE COMPANY

PLEASE ATTACH TO YOUR
GROUP VISION CARE AGREEMENT

AMENDMENT TO GROUP VISION CARE AGREEMENT

To be attached to and made part of Group Vision Care Agreement, issued to CITY OF GLENDALE, 12132192.

EXCEPT as specifically amended herein, said Agreement shall remain in full force and effect.

IT IS HEREBY AGREED that effective JULY 1, 2011, the Group Vision Care Agreement shall be amended as follows:

Section 2.02 **Early Termination Provision** is removed in its entirety.

Section 10.09 **Communication Materials** has been revised as follows:

10.09. **Communication Materials**: Communication materials created by Group which relate to this vision care Policy must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements.

AMENDMENT TO GROUP POLICY GL-677408 ON JULY 2, 2013. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE MAY 1, 2013. ALL OTHER TERMS, CONDITIONS AND DATES REMAIN UNCHANGED.

THE HARTFORD

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089
(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Name of Policyholder: CITY OF GLENDALE

Policy Number:
GL-677408

Policy Effective Date:
July 1, 2008

Place of Delivery:
Arizona

Anniversary Date:
July 1 of each year, beginning in 2014

Premium Due Dates:
Monthly, on the first day of each policy month

Signed for The Company:

Terence Shields, ***Secretary***

Ronald R. Gendreau, ***President***

THIRTY DAY RIGHT TO EXAMINE POLICY

The Company urges you to examine this Policy closely. If you are not satisfied with it, you may send it back to The Company for any reason within 30 days after the date you receive it. If so returned, your insurance will be canceled, and any premium paid will be refunded in full.

Countersigned by.....
Licensed Resident Agent or Registrar

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SCHEDULE OF INSURANCE

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the Certificate(s) of Insurance, as incorporated into The Policy.

1) Basic Life Insurance
2) Supplemental Life Insurance
3) Dependent Life Insurance
4) Accidental Death and Dismemberment Benefit

The Schedule(s) of Insurance will address the:

1) benefit amounts and maximum limits;
2) eligibility and effective date requirements; and
3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

PREMIUM PROVISIONS

Initial Monthly Premium Rates
The initial monthly premium rates to be charged for employee coverage and/or child/spouse coverage, if applicable, are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the employee's age on his or her effective date and on each Policy Anniversary date thereafter.

Premiums are based on the Spouse's age on his or her effective date and on each Policy Anniversary date thereafter.

The Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period
The Company will allow the Policyholder a 60 day grace period for the payment of all premiums after the first. During this 60 day period, The Policy will stay in force. If the owed premium is not paid by the 60th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

Monthly Premium Rate Guarantee
Initial Monthly Premium rates are guaranteed as follows:

Benefit	Rate Guarantee Period
Basic Life Insurance	until July 1, 2011
Supplemental Life Insurance	until July 1, 2011
Basic Dependent Life Insurance	until July 1, 2011
Supplemental Dependent Life Insurance	until July 1, 2011
Basic Accidental Death and Dismemberment Benefit	until July 1, 2011
Supplemental Accidental Death and Dismemberment Benefit	until July 1, 2011

Subject to the Rate Guarantee Period shown above, The Company has the right to change premium rates on any premium due date if:

1) written notice is delivered to the Policyholder's last address on record; and
2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee Period supersedes only those provisions appearing elsewhere in this Policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee Period if there is a change in The Policy, or if there is a 10% increase or decrease in the number of insured Employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Rate Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee Period in no way affects, amends or supersedes any other provision in The Policy.

PREMIUM PROVISIONS

Calculation
Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:
1) the day the coverage is effective, if it is also the first day of a policy month; or
2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

Premium Payments
Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. The pre-payment of premiums for a particular period by the Policyholder is not a guarantee that The Policy will remain in force.

PREMIUM SCHEDULE

Basic Life Insurance: $.10 per $1,000

Supplemental Life Insurance: For each $1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	$.08
25 - 29	$.08
30 - 34	$.09
35 - 39	$.10
40 - 44	$.17
45 - 49	$.27
50 - 54	$.45
55 - 59	$.71
60 - 64	$1.04
65 - 69	$1.54
70 - 74	$2.39
75 or over	$2.39

Basic Dependent Life Insurance: $.28 per Dependent unit

Supplemental Dependent Life Insurance:

Spouse: For each $1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the Spouse's age as follows:

Spouse Age	Rate
Less than 25	$.06
25 - 29	$.06
30 - 34	$.07
35 - 39	$.08
40 - 44	$.15
45 - 49	$.25
50 - 54	$.43
55 - 59	$.69
60 - 64	$1.02
65 - 69	$1.52
70 - 74	$1.52
75 or over	$1.52

Child(ren): $.76 per child unit

Basic Accidental Death & Dismemberment and Loss of Sight Benefit: $.02 per $1,000

Supplemental Accidental Death & Dismemberment and Loss of Sight Benefit: $.02 per $1,000

POLICY PROVISIONS

Entire Contract
The contract between the parties consists of:
1) The Policy;
2) any Certificate(s) of Insurance incorporated and made a part of The Policy;
3) any riders issued in connection with such Certificate(s) of Insurance;
4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
5) any individual application submitted by the Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or personal representative.

Incontestability
Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 2 years.

Changes
The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The Policy.

Clerical Error
Clerical error (whether by the Policyholder, the Plan Administrator, or The Company) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The Policy.

Conformity with Law
If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:
1) will be effective as of the date of the change to the state or federal law; and
2) will not be made until The Company gives the Policyholder 31 days notice.

Termination of Policy
The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:
1) the Policyholder fails to furnish any information which The Company may reasonably require;
2) the Policyholder fails to perform any of its other obligations pertaining to this Policy;
3) Less than 100% of the persons eligible for coverage on a Non-contributory basis are insured;
4) Less than 25% of the persons eligible for coverage on a Contributory basis are insured; or
5) Fewer than 10 persons are insured.

In addition, The Company may terminate this Policy on any premium due date after The Policy has been in force for 12 months by providing 31 days written notice. If The Policy is terminated, the Policyholder is responsible for providing notice to insureds of their right to convert under The Policy.

The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:
1) there are fewer than 10 persons insured for Dependent coverage; or
2) less than 25% of the persons eligible for Dependent coverage on a Contributory basis are insured.

The Company shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

POLICY PROVISIONS

Certificate(s) of Insurance
The Company will give individual Certificate(s) of Insurance to:
1) the Policyholder; or
2) any other person according to a mutual agreement among the other person, the Policyholder, and The Company;

for delivery to persons covered under The Policy and which will explain the important features of The Policy.

Data To Be Furnished
The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of The Policy.

The Policyholder will, upon our request, give The Company:
1) the names of all persons initially eligible for coverage;
2) the names of all additional persons who become eligible for coverage;
3) the names of all persons whose amount of insurance is to be changed;
4) the names of all persons whose eligibility or insurance is terminated; and
5) any data necessary to administer the insurance provided by The Policy.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit
The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers:
1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;

for the previous 2 year period.

Not in Lieu of Worker's Compensation
This Policy does not satisfy any requirement for worker's compensation insurance.

Time Period
All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Disclosure of Fees
The Company may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services
In addition to the insurance coverage, The Company may offer noninsurance benefits and services to Active Employees.

INCORPORATION PROVISION

The Certificate(s) of Insurance listed below are attached to, incorporated in and made a part of, The Policy.

Certificate(s) of Insurance
Form GBD-1100 (10/08) (677408) 1.26

Form GBD-1100 (10/08) (677408) 2.31

The provisions found in the Certificate(s) of Insurance will address the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
P.O. Box 2999
Hartford, CT 06104-2999
NAIC Number 70815

Hartford Life

GROUP INSURANCE APPLICATION

Application is hereby made to Hartford Life and Accident Insurance Company ("HLA") on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

If this application is approved by HLA's Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless HLA sends written notice of a different effective date.

If this application is not approved by HLA's Home Office, no insurance is in effect at any time, and any deposit premium HLA has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): $ NA

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective.

Requested effective date: 7/1/08

Coverages being applied for:

☑ Life ☑ AD&D ☐ Short Term Disability ☐ Long Term Disability]

☑ Other: Voluntary Life and AD&D

[W-2 Services Option (for Short Term Disability and Long Term Disability coverage only)

☐ Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.

☐ Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.]

Are there any companies that are subsidiaries or affiliates of the applicant, which are also to be insured? If yes, please furnish a listing, giving the name, address, effective date of coverage, and number of employees for each such company. ☐ Yes ☒ No

[Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended? ☐ Yes ☒ No

If yes, identify the Plan Number: _____]

Sales Representative for HLA: Gary Robbins

Regional Office: Phoenix

Name of Agent/Broker: Buck Consutants/JoAnn Cipiti

For Applicant: City of Glendale

Legal Name of Entity

L. Sierra — 3-25-2008

Signature — Date

Lupe Sierra, Dep. H.R. Director — 86-6000247

Name and Title of Authorized Signer — Employer Tax ID No.

GR-12100-0 HLA (L/D)

Please see the enclosure for important information on disclosure

Contract Amendment No. One
RFP 07-80
LIFE INSURANCE

CITY OF GLENDALE
Materials Management
6829 N. 58th Dr., Suite 202
Glendale, Arizona 85301

In accordance with the Special Terms and Conditions, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 11th, day of June 2009. The term of the contract is hereby extended from July 1, 2009 through June 30, 2010 unless terminated, canceled or extended as provided within the contract. All other provisions of the contract shall remain in their entirety.

The contract asked for insurance coverage certificates. Please, refer to pages 15, 16 and 17 of the Request for Proposal to learn which coverage is necessary in order to stay under contract with the City of Glendale. **Please list the City of Glendale as the additional insured on the Insurance Certificate.**

All other provisions of the solicitation shall remain the same.

Please fax the signed Amendment to the Buyer by June 16, 2009 at (623) 915-2694.

In witness whereof, the parties hereto have executed this Amendment to be effective the date first written above.

By: Helga Simpson, Buyer, City of Glendale, 623-930-2864.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Contractor hereby acknowledges receipt of and agreement with the addendum. A signed copy must be filed with the Glendale Materials Management Office. Please provide current information if address has changed

Hartford Life and Accident Insurance Co.
Ph.: 860 843-3559
Fax: 860 843-3545

Signature _____ Date 6/24/09

John DiPierro - AVP
Type/Print Name and Title

Employers Dental Services

A member of

Lupe

MASTER CONTRACT OF TERMS AND CONDITIONS
FOR THE EMPLOYERS DENTAL SERVICES PREPAID DENTAL PLAN
(Master Contract)

I
INCEPTION DATE AND TERMS

This Master Contract made and entered into this _____ day of _____, 2011, by and between **EMPLOYERS DENTAL SERVICES** (hereinafter sometimes referred to as the "Company") and City of Glendale (hereinafter referred to as the "Employer Group"). This Agreement shall be effective the 1st day of July, 2011 and shall be continued thereafter according to the provisions of the Master Contract, unless sooner terminated as provided in Master Contract.

II
DEFINITIONS OF CERTAIN TERMS USED HEREIN

1. "A.A.C." means the Arizona Administrative Codes.
2. "A.R.S." means Arizona Revised Statutes.
3. "Act" means A.R.S. Title 20, Chapter 4, Article 7, pertaining to Prepaid Dental Plan Organizations.
4. "Available Dental Service" means any service or treatment by or under the direction of the Member's chosen EDS General Dentist which is essential for the necessary care of a member's teeth, but only if it is listed in the Schedule of Benefits and performed in accordance with the Plan.
5. "Dentist" means any Dentist practicing dentistry as provided by A.R.S. §32-1202.
6. "Dependent Services" means professional services available with respect to the eligible dependents of a subscriber.
7. "EDS" or "Company" means Employers Dental Services, an Arizona corporation.
8. "EDS General Dentist" is contracted through Employers Dental Services to perform the dental services to the EDS members. The EDS General Dentist will facilitate the care of the EDS member which may include referrals to EDS contracted specialists.
9. "Employee" means an employee of the employer.
10. "Employer" means an employer who has executed a Master Contract with EDS.
11. "Guarantee Period" means the length of time, usually twelve months from contract inception or last renewal, that the Prepaid Charges and or the plan design will remain unchanged.
12. "Member" means an employee and/or eligible dependent who have applied for the Plan and have been accepted by EDS and is entitled to receive dental services under this Master Contract, and any subsequent renewal notifications and is a "member" of the Plan as defined in A.R.S. §20-1001(1).
13. "Member Cost" means the amount of expenses for which a Member electing Contributory Services will be responsible for paying to the EDS general dentist performing such services.
14. "Member Cost Services" means professional services which the member must specifically elect, the cost of which the member is required to pay as Co-Payment charges.
15. "Member Services" means professional services available to a member with respect to the member.
16. "Open Enrollment" each Employer Group has an open enrollment period during the month preceding the annual anniversary or renewal notification date. During the open enrollment period employees of the employer may make changes, additions, or deletions to their enrollment coverage with EDS.
17. "Plan" means Prepaid Dental Plan offered by EDS to Employer Groups pursuant to the Act and consisting of, the Master Contract and any subsequent renewal notifications.
18. "Prepaid Charges" means the monthly charges that the Employer will be responsible to pay pursuant to the Master Contract or any subsequent renewal notification.
19. "Professional" means a Dentist or other person qualified and authorized to perform dental treatment under the supervision of a Dentist and pursuant to the laws of the State of Arizona.
20. "Renewal Notification" means the correspondence from EDS to the Employer Group upon the Employer Group's annual anniversary date. The Renewal Notification will describe any new premium rates and/or Schedule of Benefits becoming effective upon the Anniversary or renewal date of the Employer Group.
21. "Schedule of Benefits" means the Schedule of Prepaid Dental Benefits referred to in the Master Contract and any subsequent renewal notifications.

22. "Subscriber" means an employee who has met the eligibility requirements and has applied for the Plan through an Employer Group, under the terms and conditions set forth herein.

23. "Waiting Period" means the time between the employee's date of hire and the date which the employee is eligible for EDS dental benefits. The Employer Group establishes the waiting period at the time of the initial contract or any subsequent addendum presented in writing and accepted by EDS.

III
DESIGNATION OF SERVICES

On behalf of the Employer Group, EDS has arranged for the services of qualified Professionals and their staff to participate in the Prepaid Dental Plan as set forth herein.

EDS shall not (and does not agree, nor shall be required, to) perform any dental services or do anything herein (notwithstanding any provisions hereof) that would, under the applicable laws and regulations, constitute the practice of dentistry. Any provision of this Master Contract to the contrary notwithstanding, the sole responsibility and obligation of EDS shall be to engage in the design and administration of the Prepaid Dental Plan and to use its best efforts to obtain the services of qualified Professionals and their staffs to provide and perform the applicable available dental services to Members. EDS does not market its prepaid dental plan unless EDS has obtained or will obtain the services of professionals in the geographic area of the employer's place or places of business. EDS will provide information regarding the location of its facilities to prospective members pursuant to A.A.C. R9-23-403. However, EDS cannot ensure access to professional services to individuals who live outside of the geographic areas in which EDS provides the services of professionals, as outlined in the description required in A.A.C. R9-23-403.

EDS does not dictate the office practices of the contracted providers, i.e. office hours, treatment plans, availability of dentists in a specific dental facility, etc.

IV
ELIGIBILITY

1. Current Employees who meet the Employer group requirements for benefit eligibility.
   A. the Employee performs the duties as directed by the Employer.
   B. the Employee has completed service with the Employer so as to satisfy the waiting period requirement contained in the Master Contract or any subsequent addendum of the Employer.
   C. the Employee works a minimum of 20 hours per week for the Employer.

2. Enrollment and Effective Date for Employees and Applicable Dependents.

   Employees and dependents that are eligible for the EDS prepaid dental plan may enroll as follows:

   A. After satisfying the Employer Group's eligibility requirements and Waiting Period.
   B. At the initial effective date of the Employer Group, EDS will accept all applications from any current employees, thus waiving the contracted Waiting Period for this enrollment period.
   C. At the Employer Group's open enrollment period.
   D. The Employee or Subscriber may enroll or make changes to their dependent status due to a qualifying life style event (i.e. marriage, divorce, birth, adoption, loss of coverage, etc.). Verification of qualifying event may be requested by EDS.

      a. To add or delete any dependent(s) from the plan, a new enrollment card must be submitted to the employer group's benefit contact and forwarded to EDS within 31 days of the status change. All changes will become effective on the first of the month following the status change and acceptance of the change by EDS.
   E. Employees or dependents, not enrolled at time of initial eligibility, are not eligible to enroll until the employer group's next annual open enrollment period, except as may be described in "D" above.
   F. Employer group is responsible for verification of dependent eligibility as described herein. Errors in dependent coverage will be addressed under the terms of Clerical Error, Section VII, Paragraph 2.

   The Employee must complete the EDS or Employer Group's authorized enrollment form and submit to the Employer Group's benefit contact. The Subscriber's coverage will be effective the first of the month after satisfying any of the above eligibility requirements. To be eligible, EDS must receive the Employee's application within 31 days of the qualifying event. Late entrants will be returned to the Employer Group as ineligible.

3. Dependent
   - your spouse, if your spouse:
     - is not in the Armed Forces of any country; and
     - is not covered under this Master Contract as a Subscriber
   - your dependent child (or Children) as defined below:
     - Your natural or legally adopted child, if your child:
       - is not married; and
       - is not in the Armed Forces of any country; and
       - is not insured under the Master Contract as a Subscriber; and
       - is less than 19 years of age.
     - your stepchild (or Children) if that child:
       - meets the requirements above; and
       - receives principal support from you.

- your foster child (or Children) if that child:
  - meets the requirements above; and
  - lives with you; and
  - receives principal support from you; and
  - is approved in writing by EDS as a Dependent Child.

Your child, 19 years but less than 25 years of age, whom otherwise qualifies above, if your child receives principal support from you and is a full time student, as defined by the Employer Group. Dependent Child will include any child covered under a Qualified Medical Child Support Order (QMCSO) as defined by applicable federal law and state insurance laws that are applicable to this Master Contract, provided the child meets this Master Contract's definition of a Dependent Child.

Your Developmentally Disabled child regardless of age. Developmental disability means a Dependent Child's substantial handicap, as determined by EDS, which results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and is diagnosed by a Medical Doctor as a permanent or long term continuing condition.

5. Dependent status changes must be reported to EDS within 31 days of the qualifying event. A qualifying event includes:
   a. a newly born child of the Subscriber, from the moment of birth.
   b. an adopted child by the Subscriber, regardless of age at which child was adopted.
   c. a child placed for adoption with the Subscriber and for whom application and approval procedures for adoption pursuant to ARS 8-108 have been completed.
   d. marriage of Subscriber.

   Subscriber's application and payment of required premiums or Prepaid Charges within 31 days of the qualifying event

V
SUBSCRIBER TERMINATION

Except as provided in Section VI, Paragraph 3 below, the Member Services and Dependent Services available for a Subscriber and the Subscriber's Eligible Dependents shall automatically terminate on the first to occur of the following events:

1. Termination of the Master Contract of the Employer.
2. The failure of any Member to make a required copayment, including missed appointment fees. EDS reserves the right to terminate coverage upon 30 days written notice to the Member and Employer Group subject to the Grievance and Appeals process.
3. In the event the Member, after reasonable efforts, is unable to maintain satisfactory dentist/patient relationship with a provider, EDS reserves the right to terminate coverage upon 30 days written notice to the Subscriber and Employer Group subject to the Grievance and Appeals process.
4. Termination of the Subscriber's employment with his Employer.

   Cessation of active employment duties (other than for disability) of Subscribers eligible for services hereunder shall be deemed to be termination of employment, except that if active employment duties cease because the Subscribers is:
   - pensioned
   - retired
   - temporarily laid-off or granted leave of absence

   Employment is deemed to continue if the charges for participation continue to be paid through the Employer.

   Dependent Services available to any dependent of a Subscriber shall terminate when the person ceases to be an:
   - eligible dependent or, if earlier,
   - upon the termination of the services available for the Subscriber, or
   - upon failure to pay any amounts required to be paid for such services within the time period allowable.

5. EDS reserves the right to refuse coverage to any individual and/or their dependents.

VI
GROUP TERMINATION

1. Intent to terminate this agreement must be received in writing by the 20th of the month prior to the end of the initial Guarantee Period or the renewal period. Liability for premium will terminate effective the first of the month following receipt of written notification to EDS of intent to terminate. If the Employer Group fails to provide EDS with the proper written notification, the Employer Group is liable for all outstanding amounts.

2. In the event that EDS is unable, by using its best efforts, to obtain the services of qualified Professionals and their staff to render the "Available Dental Services" to Members, under a particular Master Contract, for a period of thirty (30) days after the date upon which such services first became unavailable, then and in that event, such Master Contract shall terminate without further obligation of any of the parties to the other, or to any Member entitled to services thereunder, except for the payment of any money which may then be due.

   In the event that performance of the terms and conditions of this Master Contract, or any agreement with which EDS has a General Dentist in connection therewith is rendered invalid or impossible to perform or illegal by act of government authority, this Master Contract shall terminate without further obligation of either party to the other, or to any Member entitled to services hereunder, except for the payment of any money which may then be due.

4. CONTINUATION: This Master Contract shall be continued in force by payment by the Employer Group at the rates as set forth in this contract and in subsequent renewal notification(s)

5. REINSTATMENT: By agreement between EDS and the Employer Group, a Master Contract that is canceled for non-payment of prepaid charges may be reinstated within ten (10) business days from the date of EDS written notification of termination, with no lapse in coverage. EDS shall require payment of: a) all Prepaid Charges due, b) three to twelve months Prepaid Charges or as may be determined by EDS in advance, plus c) a reinstatement fee calculated at a specified percentage to be determined by EDS. EDS shall not guarantee that Subscribers will be assigned to the same contracted dental provider. EDS reserves the right to decline reinstatement of the Employer Group.

6. RE-CONTRACTING: By agreement between EDS and the Employer Group, an Employer Group whose Master Contract was canceled for non-payment of Prepaid Charges and who does not qualify for reinstatement of their plan may re-contract. EDS will not accept payment of any Prepaid Charges from the effective date of termination to the effective date of the new contract. EDS will not accept liability for any dental services provided during the lapse in coverage. A new Master Contract will be initiated, which may include a change in the monthly Prepaid Charges and the Schedule of Benefits offered. The Employer Group may be required to pay: a). three to twelve months Prepaid Charges or as may be determined by EDS in advance, plus b). a re-contracting fee calculated at a specified percentage to be determined by EDS. EDS shall not guarantee that Subscribers of the Employer Group will be assigned to the same contracted dental provider. EDS reserves the right to decline re-contracting with the Employer Group.

7. COBRA: Each Subscriber covered under the Plan will be eligible to continue coverage upon the occurrence of a "qualified event" as defined in Section 162(k)(3) of the Internal Revenue Code of 1986, as amended, in accordance with the provisions of United States Law 99-272, Title X; such Public Law being commonly know as COBRA.

8. SECTION 125 (CAFETERIA PLANS) EDS will work with the Employer Group with regards to employer paid or payroll-deduction voluntary programs (Section 125). EDS will adhere to all current IRS rules and regulations pertaining to Section 125

VII
PREPAID CHARGES

1. CALCULATION AND ADJUSTMENT: The amount charged for each month of service to the Employer Group shall be the current rate of Prepaid Charge(s) applied against the number of Subscribers under each benefit tier.

   A. Prepaid Charges are due in advance by the twentieth (20th) day of the month prior to the inception date appearing on the Master Contract and then by the tenth (10th) of each month of service thereafter while this agreement is in effect unless otherwise agreed upon in writing by the Employer Group and EDS.

   B. If the Employer Group fails to provide written notification of termination within two months of the termination date, the Employer Group is liable to EDS for any Prepaid Charges and/or costs associated with tardy notification.

   C. EDS reserves the right to establish a new monthly rate and or plan design after the initial guarantee period with 30 days notice to the Employer Group or as stated in this Master Contract.

2. CLERICAL ERROR:

   A. Failure of the Employer Group to furnish EDS proper records of a participating Subscriber or his Eligible Dependents shall not deprive such member of any participation based on waiting period or open enrollment requirements. Enrollment will be effective on the first of the month following receipt of complete enrollment information by EDS.

   B. If the Employer Group fails to provide written notification of termination of a Subscriber or his dependents within two months of the termination date, the Employer Group is liable to EDS for any Prepaid Charges and/or costs associated with tardy notification.

3. PAYMENTS:

   A. If payment of Prepaid Charges is not received by EDS on or prior to the designated due date, a late charge (determined by EDS) may be assessed on any unpaid balances at the current rate in effect on the due date.

   B. If any payment made by an Employer Group is returned by EDS Financial Institution unpaid, a return payment fee, determined by EDS, may be charged.

   C. Payments of the Prepaid Charges must be submitted to EDS from the Employer Group's business account. Without exception, the Employer Group shall be fully liable for all Prepaid Charges due under this agreement.

   D. All charges are payable by each Employer Group at PO Box 53576, Phoenix, Arizona 85072-3576, or at such other address that EDS may designate in writing. If an Employer Group does not pay any charge when due, then its Master Contract may be terminated by EDS except as provided herein.

   E. If, after reconciliation of the Employer Group account, the amount paid for any period is less than the amount due, the Employer Group shall pay the balance to EDS at the next billing cycle, or, if more, EDS shall then return the excess to the Employer Group upon request, reflected on the next billing statement or at termination of this contract.

4. GRACE PERIOD: After an Employer Group has paid the initial Prepaid Charge and until the Master Contract has been terminated for any reason as set forth herein, or EDS has given notice of its refusal to continue such Master Contract, an Employer Group shall have a grace period of thirty (30) days from the date any monthly Prepaid Charge is due by such Employer Group for the payment of such Prepaid Charge, during which time such Master Contract shall remain in force. If an Employer Group fails to pay within the grace period, its Master Contract shall automatically terminate at the expiration of the grace period and such Employer Group shall be liable to EDS for the payment of all amounts then due and unpaid including the Prepaid Charge for the grace period.

VIII
CONTRIBUTORY SERVICES
(Co-Payment Services)

The member shall pay all member costs directly to the dentist rendering services. Attached is a copy of the Schedule of Benefits with the member costs. EXHIBIT A

IX
SERVICES INCURRED

Dental Services on the current Schedule of Benefits will be deemed incurred:

1. For an appliance, or modification of an appliance, on the date the impression is made;
2. For a crown, bridge or gold restoration, on the date the tooth or teeth are initially prepared;
3. For all other dental services listed on the current Schedule of Benefits, on the date of service;

   except that if such date is after the date of termination of a Subscriber's or Dependent's participation, but within three (3) months thereafter, such service will be deemed incurred on the day immediately preceding the date of termination of such participation if such service or treatment is a continuation of dental services which actually commenced prior to the date of termination of such participation, but only that service or procedure in progress will be so deemed.

X
EMERGENCY CARE BENEFIT CLAIMS

1. PROOF OF LOSS: Notice of a claim for emergency care benefits must be sent to EDS within 90 calendar days after the date of the loss. Receipt of claim will be considered to be met when EDS receives proof of loss. Proof of loss is a copy of the attending dentist's statement, that which includes the patient's name, Member's name (if different from patient's name), provider of services, dates of service, diagnosis, description of Treatment or Service, (including CDT code (s)) performed, and the extent of the loss. EDS may request additional information to substantiate loss. Failure to comply with EDS' request could result in declination of the emergency care benefit claim. EDS may also require x-rays, dental charts, and other evidence needed to determine the dental condition treated and the services provided.
2. PAYMENT, DENIAL AND REVIEW:
   A The Employee Retirement Income Security Act (ERISA) permits up to 30 calendar days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, EDS will send a written explanation prior to the expiration of the 30 calendar days. The claimant is then allowed up to 45 calendar days to provide all additional information requested. EDS will render a decision within 15 calendar days of either receiving the necessary information or upon the expiration of 45 calendar days if no additional information is received.
   B. In actual practice, benefits under this Prepaid Dental Plan may be payable sooner, provided EDS receives complete and proper proof of loss. If a claim is not payable or cannot be processed, EDS will submit a detailed explanation of the basis for its denial. State law may also require a shorter period for processing claims.
   C. A claimant may request an appeal of a claim denial by written request to EDS within 180 calendar days of receipt of the notice of denial. EDS will make a full and fair review of the claim. EDS may require additional information to make the review. EDS will notify the claimant in writing of the appeal decision within 60 calendar days of receiving the appeal request. The first level of appeal review must be completed before filing a civil action or pursuing any other legal remedies.
   D. For purposes of this section, "claimant" means Member or Dependent.
3. LEGAL ACTION: Legal action to recover benefits under this Prepaid Dental Plan may not be started earlier than 60 calendar days after required proof of loss has been filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

XI
GENERAL PROVISIONS

1. INDEPENDENT NATURE OF PROFESSIONAL: It is understood and agreed that any individual engaged to perform professional services shall be independent, and not employees of, nor under the control, supervision, or management, or right to control, supervision or management of EDS, and that EDS shall not be liable to any Employer Group or any Member or to others for any negligent, willful or wrongful act or omission of whatever nature, performed by an individual engaged to perform professional services hereunder or by a member of such individual's staff.

2. LEGAL ACTIONS: No action at law or in equity shall be brought to recover on any Master Contract prior to the expiration of sixty (60) days after written notice has been furnished to EDS specifying the grounds for such action. In the event EDS corrects the stated grounds for such action prior to the expiration of such sixty (60) day period, no such action shall be commenced.

3. APPOINTMENTS: A priority in scheduling appointments shall be as follows:
   A. Emergency case;
   B. Urgent case;
   C. Regular non-emergency dental care.

4. INFORMATION REQUIRED: Each Employer Group shall furnish to EDS all information which EDS may reasonably require with regard to matters pertaining to the services afforded by its Master Contract. All documents, books and records which may have a bearing on such services, any

participation in this Plan, or charges under such Master Contract shall be open for inspection by EDS at all reasonable times during the continuance of such Master Contract and within one (1) year after its final termination.

Eligibility information will include, but shall not be limited to, the name of each Subscriber and dependents. Each Employer Group shall supply, on a monthly basis, records to update the list of Members. The Employer Group shall not include any Employee or Dependent if ineligible.

5. CONFORMITY WITH STATE STATUTES: This Master Contract is made in the State of Arizona and subject to its laws. The laws of Arizona shall govern, and be used for the interpretation, construction and enforcement of such Agreements. Any provision thereof which is in conflict with the statutes of the State of Arizona or applicable rules of the Arizona Department of Insurance will be amended to conform to the minimum requirements of such statutes or rules or regulations. Otherwise, such agreements shall terminate except for the payment of money as set forth therein.

6. EFFECT ON WORKERS COMPENSATION: This Master Contract does not fulfill any requirement of Workers Compensation or other compulsory insurance and cannot be used in lieu thereof.

7. ENROLLMENT AND COVERAGE BOOKLET: EDS will make available to each Employer Group a brochure showing the essential features of the services to which the Member is entitled, and the services which such Member may elect. In the event the Master Contract is amended or modified so as to affect the rights of the Members, a new brochure will be made available to such Employer Group.

8. NOTICES: A notice, consent or other communication required by, or to be given pursuant to this Master Contract shall be in writing and delivered to the intended recipient thereof. Writing shall be deemed delivered if mailed to the intended recipient by first class mail or certified mail, return receipt requested, postage prepaid.

9. THIRD PARTY RIGHTS LIMITED: All rights and liabilities created under this Master Contract shall be deemed to exist only as between EDS and the Employer Group signing such Master Contract. In no event shall this Master Contract be deemed to confer any right on or create any obligation to any third party not a signatory to a Master Contract or to create in such third party a status of third party beneficiary.

10. ADDENDUM: Any addendum signed by EDS and an Employer Group as part of this or any future Master Contract shall constitute a part of this Master Contract as if such additional provision were originally set forth. However, any provision in such addendum that is contrary to or inconsistent with any of the original provisions shall prevail over and supersede such original contrary or inconsistent provision. Requests for addendum to the current contracts must be submitted on the Employer Group's letterhead and signed by an authorized signatory of the Group for consideration by EDS.

11. SCHEDULE OF BENEFITS: EDS reserves the right to establish new Schedules of Prepaid Dental Benefits on any due date after the first Agreement Year upon thirty (30) days notice to the Employer Group, or any such renewal date as established by the Employer Group and accepted by EDS.

12. INDEPENDENT NATURE OF MASTER CONTRACTS: Except as otherwise expressly provided in this Master Contract, the cancellation, modification, amendment or termination in whole or in part of this Master Contract as regards one Employer Group shall not be deemed to be a cancellation, modification, amendment or termination in whole or in part of this Master Contract as regards any other Employer Group.

13. HOLD HARMLESS: Employer Group shall defend, indemnify and hold harmless Employers Dental Services from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever, which EDS, its employees, representatives agents or third parties may sustain or incur by reason of any act neglect, default, alleged malpractice or inadequate service rendered.

    EDS shall defend, indemnify and hold harmless the Employer Group from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever, which Employer Group, its employees, representatives agents or third parties may sustain or incur by reason of any act neglect, default, alleged malpractice or inadequate service rendered.

14. NON TRANSFERABLE: The Master Contract shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. This Master Contract and any rights or obligations relating thereto may not be assigned by the Employer Group without the prior written consent of the Company.

15. ENTIRE AGREEMENT: The Master Contract contains the entire agreement, understanding and all representations and warranties between the parties hereto. No change in the Master Contract shall be valid unless approved by an executive officer of the Company and evidenced by a written amendment hereto signed by an executive officer of the Company.

16. ERISA: Employers Dental Services will comply with the Employment Retirement Income Security Act of 1974; Rules and Regulations for Administration and Enforcement; Claims Procedure; Final Rule, 29 CFR Part 2560

17. Immigration Law Compliance: EDS warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214 (A) which requires registration and participation with the E-Verify Program – the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

18. Foreign Prohibitions: EDS certifies under A.R.S. §§ 35-391 et. seq. and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

XII
EXCLUSIONS AND LIMITATIONS

1. Visits or services performed by a Dentist, Specialist or professional not contracted with Employers Dental Services except in connection with dental emergencies.

2. Any dental services which, in the judgment of the Dentist, are not reasonable and necessary for the prevention, correction or improvement of a condition which is subject to treatment by the practice of dentistry.

3. Programs or treatment, including prosthetics, which were in progress prior to the date any person became a member under this Plan.

4. Any dental services related to any sickness or injury arising out of, or in the course of any occupation or unemployment for remuneration or profit. Also, any dental services for which the member is reimbursed, entitled to reimbursement, or is in any way indemnified for such expenses by, or through any public program, State, Federal or Local, or any program of medical benefits sponsored and paid for by the Federal Government, the State Government, any County or municipal government or any program of medical benefits sponsored and paid for by the Federal Government or any agency thereof.

5. Any dental service not specifically described in the Schedule of Benefits.

6. Any dental services, other than emergency dental services, which are related to accidents or accidental injury.

7. Any costs or expenses incurred in the event the member desires to be or is involuntarily hospitalized for any dental procedures or services, except in connection with dental emergencies.

8. Dispensing of drugs or any prescription drug charges incurred for treatment of oral disease Any dental services, other than emergency dental services, which are necessitated as a result of intentionally self-inflicted condition.

9. Oral surgery or extractions which are solely for orthodontic purposes or requiring the setting of fractures or dislocations except as may be specifically provided for in the Schedule of Benefits

10. Treatment of malignancies, cysts, neoplasm or congenital defects.

11. Conditions affecting the temporomandibular joint (TMJ) including dysfunction and/or malocclusion except as may be specifically provided for in the Schedule of Benefits.

12. Any general anesthetic charges or services of an anesthetist or anesthesiologist except as may be specifically provided for in the Schedule of Benefits.

13. Gold foil restoration.

14. Any dental services requiring, or pertaining to, cosmetic surgery for beautification, treatment of obesity and appliances or restoration necessary to increase vertical dimension or to restore an occlusion or to correct a congenital condition.

15. Any new services or procedures performed after the last day of the month during which any person ceased to be eligible for participation under the plan.

16. If a member continually fails to follow prescribed course of treatment, the treating EDS dentist may refuse to continue that course of treatment at any time.

Employers Dental Services

A Company of the Principal Financial Group

Principal® Financial Group

EARLY RENEWAL LETTER

October 24, 2011

COPY

City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

Attn: Lupe Sierra, Deputy HR Director

RE: Group Number 15407, 15493-Retirees, 15519-COBRA

Dear Ms. Sierra:

Employers Dental Services (EDS) is pleased you have chosen us from the many dental plans available in the market. Thank you for your continued business. **Your contract is scheduled to renew on July 1, 2012.**

Contract Dates: **July 1, 2012 – June 30, 2013, no change to plan or rates per Bid.**

Renewal Rates:

Employee Only	**$ 8.00/Month**
Employee + Family	**$21.66/Month**
Administration Fee	**Waived**
Schedule of Benefits	**EDS 700R**
Open Enrollment Period	**June 1 – 30, 2012**

Highlights:

- EDS dentists are listed on the website, www.mydentalplan.net
- Website features include–dentist search, request ID card, change address, print booklets, etc.
- EDS members continue to be eligible for vision and prescription discount plans.
- Companies with 10 or more eligible employees may request a PPO quote from the Principal Financial Group®.

You do not need to sign and/or return anything if you are renewing your coverage.
Please call me at (602) 266-3424 ext. 136 if I can be of any assistance.

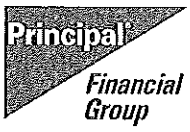
Sincerely,

Craig S. Christian

Craig S. Christian, RHU, REBC
Sales Support Specialist

Employers Dental Services

A member of



REVISED RENEWAL LETTER

March 18, 2013

Ms. Lupe Sierra
Deputy HR Director
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

RE: Group Number 15407, 15493-Retirees, 15519-COBRA

Dear Ms. Sierra,

Employers Dental Services (EDS) is pleased you have chosen us from the many dental plans available in the market. Thank you for your continued business. **Your contract is scheduled to renew on July 1, 2013.**

Contract Dates: **July 1, 2013 – June 30, 2014, hold schedule and 4% rate increase per Bid.**

Renewal Rates:

Employee Only	**$ 8.00/Month**
Employee + Family	**$21.66/Month**
Administration Fee	**Waived**
Schedule of Benefits	**EDS 700R**
Open Enrollment Period	**June 1 – 30, 2013**

Highlights:

- EDS dentists are listed on the website, www.mydentalplan.net
- Website features include–dentist search, request ID card, change address, print booklets, etc.
- EDS members continue to be eligible for vision and prescription discount plans.
- Companies with 10 or more eligible employees may request a PPO quote from the Principal Financial Group®.

You do not need to sign and/or return anything if you are renewing your coverage.
Please call me at (602) 266-3424 ext. 136 if I can be of any assistance.

Sincerely,

Deborah Rosales

Deborah Rosales, RHU
Account Manager

2355 East Camelback Road, Suite 601, Phoenix, AZ 85016
(602) 266-3424 / FAX (866) 633-4308 / www.mydentalplan.net

An Equal Opportunity Employer

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**APPROVE REZONING APPLICATION ZON12-05: CASA BONITA – 5432 WEST ESCUDA ROAD (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by Gabriel Noje, representing David Mateu, for City Council to approve a Rezoning Application for property located approximately 600 feet east and 200 feet south of the southeast corner of 55th Avenue and the Loop 101 Freeway. The request would rezone 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential).

Staff is requesting Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON12-05, subject to the stipulations as recommended by the Planning Commission.

Background

The applicant intends to divide the property into three lots, approximately 37,000 square feet each, and construct custom single-family homes. Access to Escuda Road is proposed by a 25-foot access easement.

Analysis

Findings:

- The proposed amendment is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.
- The proposal will be compatible with other existing and planned development in the area.
- The proposal will result in a quality living environment and accommodate desired lifestyles.
- The type and quality of house products will be consistent with the intended character of the development.

Staff Analysis:

- SR-17 is the appropriate zoning district and is compatible with the existing Low Density Residential General Plan land use designation of 1-2.5 dwelling units per acre.
- The request is designed to be compatible with existing residential development in the area.

- All applicable city departments have reviewed the application and recommend approval.
- The houses will be custom built and require design review upon submittal of a building permit application.

Staff recommends approval of ZON12-05, by Ordinance, subject to the following stipulations:

1. Development shall be in general conformance with the project narrative, site plan, and fire lane access plan for Casa Bonita, dated July 1, 2013.

2. All power lines shall be placed underground.

3. The house constructed adjacent to the south property line shall be single-story.

4. A drainage study shall be provided with the first building plan submittal that describes how off-site flows will be captured and directed to the wall opening at the southwest corner of the property. This may require a private drainage easement on the property.

5. All homes shall be fire sprinklered.

6. "No Parking Fire Lane" signs shall be posted along the east side of the 25-foot access easement.

7. The location of the fire hydrant shall be determined at the time of civil plan review.

Previous Related Council Action

On September 11, 1979, City Council approved Ordinance 1092 New Series, which annexed the subject site into the City of Glendale.

Community Benefit/Public Involvement

Approval of this request would facilitate the future development of this property with single-family residential land uses. The proposed homes would utilize existing infrastructure.

On March 19, 2013, the applicant mailed 116 notification letters to adjacent property owners and interested parties. The applicant did not receive any response regarding the request. Planning did not receive any response regarding the request either. The applicant's Citizen Participation Final Report is attached.

The case was heard at the August 1, 2013 Planning Commission hearing. Five individuals spoke at the hearing with the following concerns: the proposal to divide the property, future use of the private driveway, the use of septic systems for the new homes, how trash pick-up would function, drainage conditions and low water pressure in the neighborhood, and inadequate notification of the neighborhood meeting. Due to the many issues raised at the hearing, the case was tabled to allow the applicant to hold a second neighborhood meeting.

The second neighborhood meeting was held on September 23, 2013. Nine city staff and appointed/elected officials and 11 individuals attended. Attendees expressed the following concerns: development of new homes negatively impacting existing property values, that the private access easement would be used as a road in the future to access development to the southeast; poor drainage on the property and throughout the neighborhood; low water pressure and poor electric and cable service in the neighborhood; and that the method of notification for the neighborhood meeting by the applicant was inadequate.

The applicant explained that they wish to split the property into three lots and build three custom single-family homes. They believe the homes will be high quality and will not negatively impact neighborhood property values. APS was contacted about electrical service, and the company does not foresee any issue with providing electric service to three new homes. If a transformer broke in the past, it was most likely old and needed replacing. It is understood that landline phone and cable service would be costly to run to the property; they do not plan on having a landline and plan to have satellite cable. The access easement that is proposed along the east property line will be for private use. It is not a public street and will only be used for accessing the three proposed homes. If the property to the east is to be developed, access will need to be provided elsewhere. The applicant stated that they did use his company's return address labels on the envelopes for the meeting notification letters and apologized if that discouraged anyone from opening the letter.

Staff from the Glendale Water Services, Engineering, and Community and Economic Development departments were present. The Water Services representative explained that pressure tests were done at several fire hydrants along Escuda Road, and the water pressure meets the city standard minimum of 40 pounds per square inch (psi). The average pressure reading during the testing period was 55 psi at all meters but does dip down to 40 psi during peak morning use. This is very common in residential areas throughout the city. The Engineering representative explained that the property owner will be required to submit a drainage study to show how the new lots will retain their own water runoff. He stated that staff from the Water Services Department would inspect the drain holes in the wall along the north side of Carmel Park to make sure they are functioning properly. A solution may be to either clean the existing drainage ways or construct dry wells to deal with excessive water. Staff from the Community and Economic Development Department explained that if the property to the west of the subject site was developed, plans would need to be reviewed, including how the site would be accessed by vehicles. The property owner of the vacant lot to the east also owns the property to the east of that, so access would need

to come from the east. If the owner of any A-1 zoned property north of Carmel Park, between 51st and 55th avenues wanted to subdivide, the owner would need to go through the rezoning process.

A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on November 21, 2013. Notification postcards for the public hearing were mailed to adjacent property owners and interested parties on November 22, 2013. The property was posted on November 22, 2013.

Attachments

Ordinance

Excerpt of Meeting Minutes from 8-1-13

Excerpt of Draft Meeting Minutes from 11-7-13

Applicant's Narrative

Site Plan

Fire Lane Access Plan

Citizen Participation Final Report

Certification of Adequate School Facilities

ZON12-05 Map

ZON12-05 Aerial

ORDINANCE NO. 2867 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 5432 WEST ESCUDA ROAD FROM A-1 (AGRICULTURAL) TO SR-17 (SUBURBAN RESIDENTIAL); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on August 1, 2013 in zoning case ZON12-05 in the manner prescribed by law for the purpose of rezoning property located at 5432 West Escuda Road from A-1 (Agricultural) to SR-17 (Suburban Residential);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on July 11, 2013; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 5432 West Escuda Road and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned from A-1 (Agricultural) to SR-17 (Suburban Residential).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

(a) Development shall be in general conformance with the project narrative, site plan, and fire lane access plan for Casa Bonita, dated July 1, 2013.

(b) All power lines shall be placed underground.

(c) The house constructed adjacent to the south property line shall be single-story.

(d) A drainage study shall be provided with the first building plan submittal that describes how off-site flows will be captured and directed to the wall opening at the southwest corner of the property. This may require a private drainage easement on the property.

(e) All homes shall be fire sprinklered.

(f) "No Parking Fire Lane" signs shall be posted along the east side of the 25-foot access easement.

(g) The location of the fire hydrant shall be determined at the time of civil plan review.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of December, 2013.

_____

M A Y O R

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

REVIEWED BY:

_____

City Manager

z_zon12_05

Exhibit A

PARCEL NO. 1

The South 340 feet of the following described property:

The East half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona .

PARCEL NO. 2

The South 295 feet of the East 25 feet of the North 320 feet of the East half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, AUGUST 1, 2013
7:00 PM

ZON12-05 A request by Dalinda Jimenez, representing David Mateu, to rezone approximately 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential). The site is located approximately 600 feet east and 200 feet south of the southeast corner of 55th Avenue and the Loop 101 Freeway (5432 West Escuda Road). Staff Contact: Karen Stovall, Senior Planner (Cholla District).

Ms. Karen Stovall, Senior Planner said Case ZON12-05 is a request by Dalinda Jimenez, representing David Mateu to rezone approximately 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential). The site is located approximately 600 feet east and 200 feet south of the southeast corner of 55th Avenue and the Loop 101 Freeway. The applicant intends to divide the property into three lots, approximately 37,000 square feet each, and construct custom single family homes. Access would be provided by a 25-foot private easement along the east property line.

On March 19, 2013, the applicant mailed 116 notification letters to adjacent property owners and interested parties advising them of the project and the neighborhood meeting. The applicant did not receive any response regarding the request. Planning did not receive any response regarding the request. Only the Councilmember for the Cholla district attended the meeting.

Ms. Stovall stated SR-17 is the appropriate zoning district and is compatible with the existing Low Density Residential General Plan land use designation. The proposed development is designed to be compatible with existing residential development in the area.

In conclusion, Ms. Stovall stated this request appears to meet the required findings for approval and should be approved, subject to the stipulations listed in the staff report.

Chairperson Petrone called for questions from the Commission. There were none.

Chairperson Petrone called for the applicant to make a presentation.

Gabriel Noje, applicant's representative, stated he had nothing to add to staff's presentation. He will be happy to answer any questions from the Commission.

Chairperson Petrone called for questions from the Commission.

Commissioner Penilla asked if the applicant had any objections to stipulation number two regarding the utilities being placed underground. The applicant responded no.

Chairperson Petrone opened the public hearing.

Joel Perkins, speaker, stated he has lived in the area since 1979. He asked if these properties were acre lots. Ms. Stovall stated the minimum lot will be 17,000 as zoned to SR-17 (Suburban Residential). Mr. Perkins stated he does not want it rezoned and wants it to stay the way it is currently.

Theresa Stoddard, speaker, stated she had a concern with the driveway becoming a road as well as the continued growth that will use the driveway/road.

Chairperson Petrone asked if she agreed that this project might be an improvement and mostly beneficial to the area. He said this area needs improvement and having these nice houses will be positive for the area.

Commissioner Aldama asked Ms. Stovall to explain some of the roadway improvements if the application is approved. Ms. Stovall stated the 25 foot wide piece of property which is included will be covered with asphalt for air quality purposes. It will also be a public and emergency access easement.

Commissioner Aldama asked if there was an exit as you enter from the north and travel south bound. Ms. Stovall stated there was no exit. She added that area will be striped and posted as no parking so that it remains clear for emergencies. Commissioner Aldama asked if there was a fire hydrant in the area. Ms. Stovall replied no and added the applicant will provide for that request.

Vice Chairperson Larson asked if the property to the east could be used as an easement. Ms. Stovall explained those properties to the east were under one owner. She stated if the owner wanted to develop that in the future, they would need to provide access from 53rd Avenue.

Ms. Stovall addressed one of the speakers' concerns regarding additional traffic on the roadway should it continue to develop. She stated the lot size of that property does not permit more than one home as it is currently zoned and may not be subdivided any further. She said should they decide to split those properties in the future; they would need to be rezoned and go through a public process.

Commissioner Aldama asked if the city has considered a dead end sign at the entrance of Escuda Road to prevent unwanted traffic. Ms. Stovall replied she will work with the applicant regarding that request.

Scott Coulter, speaker, stated he lives in the area and had some questions. He asked if there will be a sewer system for these three homes. Ms. Stovall replied it will be on septic. Mr. Coulter asked if they believed having three septic tanks behind his house was an improvement. He believes this project down sizes his investment. Chairperson Petrone explained the applicant has

the right to make the request for the zoning and that was what the Commission was entertaining tonight. Mr. Coulter asked if they will have trash pickup. Ms. Stovall replied they will provide city trash pickup. Mr. Coulter asked if any civil engineers have looked at this project since it was a flood zone when it rains. He noted that as far as rezoning, he has tried to rezone his property for eight years and keeps getting turned down by the city. He disagrees with this application and opposes the rezoning.

Matthew Bong, speaker, stated he lives in the area and opposes this application. He was concerned the area will become high density housing. He asked, if this moves forward, will they improve all of the utilities in the neighborhood or just for the new homes. He explained this will deplete the resources from the rest of the neighborhood. Jon M. Froke, AICP, Planning Director, stated staff was not prepared to answer some of the issues brought forth tonight and most are reviewed by the Engineering Department. Mr. Bong stated the residents in the area did not receive the neighborhood public notice for the meeting and therefore did not have a chance to voice their concerns. Ms. Stovall replied it was the applicant's responsibility to send out those notices. Mr. Bong stated he would like someone from the city to get back to him regarding these issues. Ms. Stovall agreed to follow up with him and address his concerns.
Charles Lightner, speaker, stated he owns three properties in the area and has several concerns with this application. He suggests they leave it as two homes, one on each acre. He also had a concern with the garbage trucks causing damage to the newly develop asphalt road. Ms. Stovall explained the sanitation department will make sure when the asphalt is poured that it is compacted properly and meets city specifications so that it is not broken up. Mr. Lightner stated the last thing he wants to see was a garbage truck driving up his back easement to pick up garbage from three homes. He also discussed the low water pressure and the possibility of it getting even lower when adding three more homes to the area.

Chairperson Petrone agreed that if the water pressure was that substandard, it should be looked into. He stated the concerns voiced today regarding the utilities and infrastructure were valid.

Mr. Lightner said there had been some mention of creating an HOA for this development and he was opposed to it.

Commissioner Penilla asked the speaker if he received notice about the citizen participation meeting. Mr. Lightner stated he received nothing.

Commissioner Penilla asked what process the city uses to insure the applicant sends out the citizen participation letters. Ms. Stovall stated the applicant must provide the city with an affidavit of mailing and staff did receive it. She added it was the applicant's process to notify the neighborhood of their intent. She explained she has spoken to the applicant and they did do the mailing. However, she has no actual proof other than the affidavit being provided.

Commissioner Aldama stated these were valid concerns that had been brought up. He asked if they would rather have this parcel stay vacant. Mr. Lightner explained that he only had the objection to the zoning change and would prefer only two homes with no road pavement. He added the residents can walk their trash cans to the road instead.

Commissioner Aldama asked if going from A-1 Agricultural to SR-17 has an effect of allowing commercial to be built in the immediate area. Ms. Stovall responded it did not. She said SR-17 allows one single family home per property. This allows for this property to be split for three single family homes. She added the current zoning in the area does not allow for any commercial development.

Commissioner Penilla inquired as to the septic tanks in the staff report. He noted he could not find the information. Ms. Stovall stated the septic tanks do not appear in the report, however, she has confirmed that issue with the Engineering Department.

Mr. Matthew Bong, speaker, discussed the noise factor regarding the garbage trucks.

Gabriel Noje, applicant's representative, stated he appreciated all the comments and concerns brought forth tonight. He said they bought the property over a year ago and would like to develop it with either two or three lots.

Since there was no further discussion, the public hearing on ZON12-05 was closed.
Chairperson Petrone stated he liked this project a lot. He was not so concerned about the lot sizes; however, had very serious concerns about some of the issues brought forth by the citizens. He explained he was a little concerned that many of the citizens did not participate in the neighborhood meeting. Therefore, he believes they need another neighborhood meeting and asked the rest of the Commissioners if they were in agreement. He agrees that the citizens deserve to provide their input regarding this project as well as have many of their valid questions answered. He added he would not be surprised to see Mr. Froke, Councilmember Martinez and representatives from the water department attend that meeting. He stated there seemed to be some very valid issues and sympathized with many of the issues he heard today. He said he was not comfortable with a vote tonight. However, he does want this project to move forward in order to improve the neighborhood but believes they should not have to suffer because of it.

Chairperson Petrone asked the rest of the Commissioners for their comments on what he just said.

Commissioner Lenox agreed with Chairperson Petrone. He expressed his concerns regarding the public notice not getting to the citizens as well as the septic tank and flood area.

Commissioner Penilla stated that if they were to vote on this item tonight, his vote would be no. However, he does support a motion to table this application until the issues that were raised are addressed. He was confident that these five citizens would have attended the public meeting if they had received a notification. He acknowledged the comment made that the problem was with the process in relying on the applicant to send out notifications without any corresponding prove beyond the affidavit. He will support a motion to table this application.

Vice Chairperson Larson stated he agreed with everyone's comments. He said he was very disturbed that the neighbors were not notified and that the process in place seemed to have failed. He will support a motion to table this application and letting the neighbors be heard. He was also

bothered by the water and electric issues that were raised and wonders why they have not been addressed.

Commissioner Aldama commended staff on their due diligence done on this project. He believes this was a great project and a great start to produce upgrades in the area. He was also concerned with the process the city uses in notification letters. He supports tabling this item. He thanked the citizens who attended the meeting to voice their concerns.

Commissioner Molina expressed his gratitude for the citizens that took the time to come to the meeting and voice their concerns. He agreed with the other Commissioners to table this application.

Chairperson Petrone stated he did not want to cast any aspersion on the applicant. He truly believes that it was sent out but sometimes the mail does not get where it is intended. Therefore, he will take everyone at their best word and have another neighborhood meeting so everyone that wants to attend gets the opportunity.

Vice Chairperson Larson made a motion to table ZON12-05 pending another neighborhood meeting and further discussion. Commissioner Penilla seconded the motion, which was approved unanimously.

Mr. Froke asked to make a few comments on this item. He said he appreciates the public's testimony tonight. He explained that Glendale could not always solve everyone's issues; however, they will do their best to address them. He stated that he will attend the applicant's neighborhood meeting with Ms. Stovall. With respect to some of the adjacent land uses, it is worthy to point out some particulars in the vicinity. In regard to Midwestern University the land exchange was completed a few years ago through an action approved by the City Council. The University has made a significant private investment and is a strong partner with the city of Glendale. He provided information on the commercial office building to the east which went through the Planning Commission and City Council in 2004. He believes the development was a good buffer and did not believe anyone wanted to build houses next to an elevated freeway interchange. He added for the resident that owns the 7.5 acres and would like to develop them; the city could help look at another mechanism for lot coverage at the appropriate time.

Chairperson Petrone stated they will let everyone know when and where the neighborhood meeting will be held. He thanked everyone for attending tonight.

Deborah Robberson, Deputy City Attorney, said the process will continue after the Community Meeting.

EXCERPT OF THE MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, NOVEMBER 7, 2013
6:00 PM

ZON12-05: A request by Gabriel Noje, representing David Mateu, to rezone approximately 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential). The site is located approximately 600 feet east and 200 feet south of the southeast corner of 55th Avenue and the Loop 101 Freeway (5432 West Escuda Road). The site is located in the Cholla District.

Karen Stovall, Senior Planner, said Case ZON12-05 is a request by Gabriel Noje, representing David Mateu, to rezone approximately 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential). The site is located approximately 600 feet east and 200 feet south of the southeast corner of 55th Avenue and the Loop 101 Freeway. The applicant intends to divide the property into three lots, approximately 37,000 square feet each, and construct custom single family homes. Access would be provided by a 25-foot private easement along the east property line.

On March 19, 2013, the applicant mailed 116 notification letters to adjacent property owners and interested parties for a meeting that was held in April. The applicant did not receive any response regarding the request. Planning did not receive any response regarding the request. Only the Councilmember for the Cholla district attended. She noted the application was heard at the August 1, 2013 hearing, and five individuals spoke with concerns about the request.

Ms. Stovall explained that due to the issues raised at the August 1, 2013 Planning Commission hearing, the Planning Commission voted to table the application to allow the applicant to have a second neighborhood meeting. The second neighborhood meeting was held on September 23, 2013. She said nine city staff members, appointed officials and 11 individuals attended. She noted the attendees expressed the following concerns: development of new homes negatively impacted existing property values, that the private access easement would be used as a road in the future to access the development to the southeast, poor drainage on the property and throughout the neighborhood, low water pressure and poor electric and cable service in the area. Also, the method of notification for the neighborhood meeting by the applicant was inadequate.

Ms. Stovall indicated the applicant explained that they wish to split the property into three lots and build three custom single-family homes. They believe the homes will be high quality and will not negatively impact property values. APS was contacted about electrical services, and the company does not foresee any issues with providing electric service to the three new homes. The applicant stated that if a transformer broke in the past, it was most likely old and needed replacing. The applicant understood that landline phone and cable service would be costly to run to the property; therefore they only plan to have satellite cable. Additionally, the access

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easement that is proposed along the east property line will be for private use. She noted this was not a public street and will only be used for accessing the three homes. She added the applicant stated they did use his company's return address labels on the envelopes for the meeting notification letters and apologized if that discouraged anyone from opening the letter.

Ms. Stovall stated staff members from the Glendale Water Service, Engineering, Community and Economic Development departments were present. The Water Service representatives explained that pressure test were done and the water pressure meets the city standard minimum of 40 pounds per square inch. The engineering representative explained that the property owner will be required to submit a drainage study to show how the new lots will retain their water runoff. She said that staff from the Water Service will inspect the drain holes in the wall along the north side of Carmel Park to make sure they are functioning properly. She added staff from the Community and Economic Development Department explained that if the property to the east of the subject site was developed, plans would need to be reviewed, including how the site would be accessed by vehicles.

Ms. Stovall stated SR-17 is the appropriated zoning district and is compatible with the existing Low Density Residential General Plan land use designation. The proposed development is designed to be compatible with existing residential development in the area.

In conclusion, Ms. Stovall stated this request appears to meet the required findings for approval and should be approved, subject to the stipulations listed in the staff report.

Chairperson Petrone called for questions from the Commission.

Commissioner Aldama said he was pleased with the way this application was handled including deciding to table the item until all the public's concerns were addressed in an open forum at the second meeting. Chairperson Petrone agreed adding he thought it was a great meeting and had worked out very well.

Commissioner Penilla commented on the issues surrounding this application, starting with the notifications that were not received by many as well as the concerned citizens that showed up at the first meeting, and finally with the Commission having to table the application. Unfortunately, he said the reason why this matter was tabled and had to be taken up again had to do with the notice. He said that to date nothing has been done regarding the procedure for notification and now they are being asked to vote on an item which was very much a substantial problem in the presentation of this matter and the consideration of it. He inquired why nothing had been done to address this issue. Mr. Froke explained that the Planning Division had been very busy and bogged down with cases, however, the division is researching the issue and will address it in due time.

Commissioner Penilla said he understood staff's time constraints with their case loads, however, they are being asked to consider and vote on this item without the most substantial problem addressed that caused the tabling. He added he hopes staff understands the quandary that some of them feel tonight. Mr. Froke said he understood and apologizes for that. Commissioner Penilla stated none of the Commissioners have seen a protocol for notification come forward

since that tabled meeting. He noted that having seen something in the last three months would have put them in a much better position than they are tonight.

Chairperson Petrone called for the applicant to make a presentation.

Mr. Gabriel Noje, applicant's representative, explained the issues that plagued the notification letters. He stated there was no excuse and apologized for the mix-up; however, he did correct it with the second meeting mailings.

Chairperson Petrone noted that Commissioner Penilla's remarks regarding the notifications were not directed to the applicant, they were directed at staff.

Chairperson Petrone opened the public hearing. Since no one spoke, the public meeting was closed.

The Commissioners had a discussion regarding the notification procedure and the importance of enacting the protocol change.

Commissioner Aldama stated he agreed with Commissioner Penilla's comments and with the importance of making a change to the protocol as was discussed. Mr. Froke agreed and stated staff was working on this issue.

Vice Chairperson Larson made a motion to recommend approval of ZON12-05 subject to the stipulations listed in the staff report. Commissioner Lenox seconded the motion, which was approved unanimously.

Ms. Robberson stated the Planning Commission's actions are not final. The Commission's recommendation will be forwarded to City Council for further action.

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ZON12-05

July 1, 2013

PROJECT NAME: ***CASA BONITA***
PROJECT ADDRESS: 5432 W ESCUDA ROAD, GLENDALE AZ 85308
ZON12-05

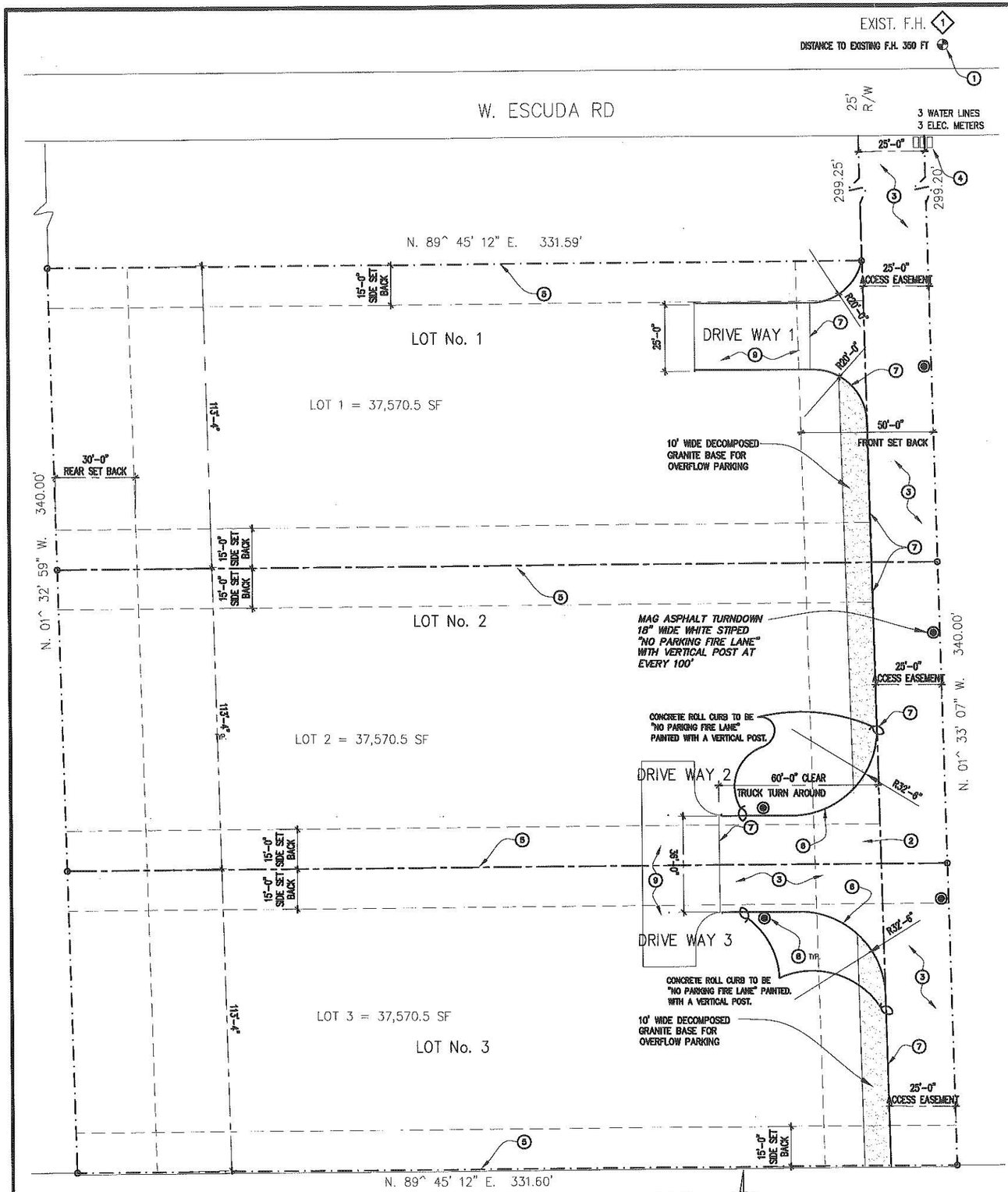
PROJECT NARRATIVE:

The purpose of this request is to rezone approximately 2.8 acres from A-1 (Agricultural) to SR-17 (Suburban Residential). The subject site is surrounded by existing single-family homes.

If the rezoning is approved, we will split the property into three lots through the Minor Land Division process in order to construct single-family homes with sizes ranging from 2,500 to 3,500 square feet. The three lots would be oriented west-to-east. Access to the lots will be provided by a paved private drive off Escuda Road. Construction and maintenance of this drive will be the responsibility of the property owner.

One turn around area for fire and trash collection vehicles will be provided.
The proposed custom homes will comply with the City of Glendale design guidelines, including ground mounted mechanical equipment and patio covers with parapet walls or tile roofs and boxed posts. Homes are expected to have stucco exteriors, and the texture and colors will meet all design guidelines. All utility lines adjacent to the development will be placed underground.

We hope to provide the community with single family homes that can benefit the surrounding neighborhood while providing for families to live in a peaceful and safe environment.



ARCHITECTURAL SITE PLAN

SCALE 1"=20'

PROJECT NARRATIVE:

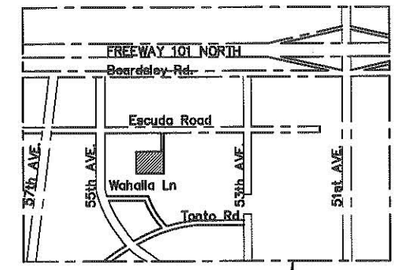
THE PURPOSE OF THIS PROJECT IS TO REZONE THE TWO PROPERTIES FROM A-1 (AGRICULTURAL) TO SR-17 (SUBURBAN RESIDENCE) TO PERMIT A MINOR LAND DIVISION TO CREATE THREE LOTS IN ORDER TO DEVELOPMENT OF SINGLE-FAMILY HOMES.

GENERAL NOTE:

ALL CONSTRUCTION DOCUMENTS AND PLANS WILL NEED TO CONFORM TO THE FOLLOWING CODES: 2012 IBC, 2012 IEBC, 2012 IRC, 2012 UMC, 2012 UPC OR 2012 IPC, 2012 IECC, 2011 NEC, 2010 ADASAD, AND 2009 IFC AND CITY OF GLENDALE AMENDMENTS AND TECHNICAL BULLETINS.

SITE DEVELOPMENT KEYED NOTES:

1. EXISTING FIRE HYDRANT
2. FIRE DEPARTMENT ACCESS/ TURN ROAD
3. NEW ASPHALT PAVING
4. NEW (3) WATER METER
5. LOT PROPERTY LINE
6. "NO PARKING" PAINTED CURB FOR TURNAROUND
7. END OF ASPHALT
8. NO PARKING VERTICAL POST
9. NEW CONCRETE DRIVEWAY
10. EXISTING STRUCTURE/HOUSE



VICINITY MAP

NOT TO SCALE

ADDRESS/ LOCATION:
5432 W. ESCUDA RD., GLENDALE, AZ 85308
ASSESSOR'S PARCEL NUMBER:
ANP 200-24-019A
ANP 200-24-019E

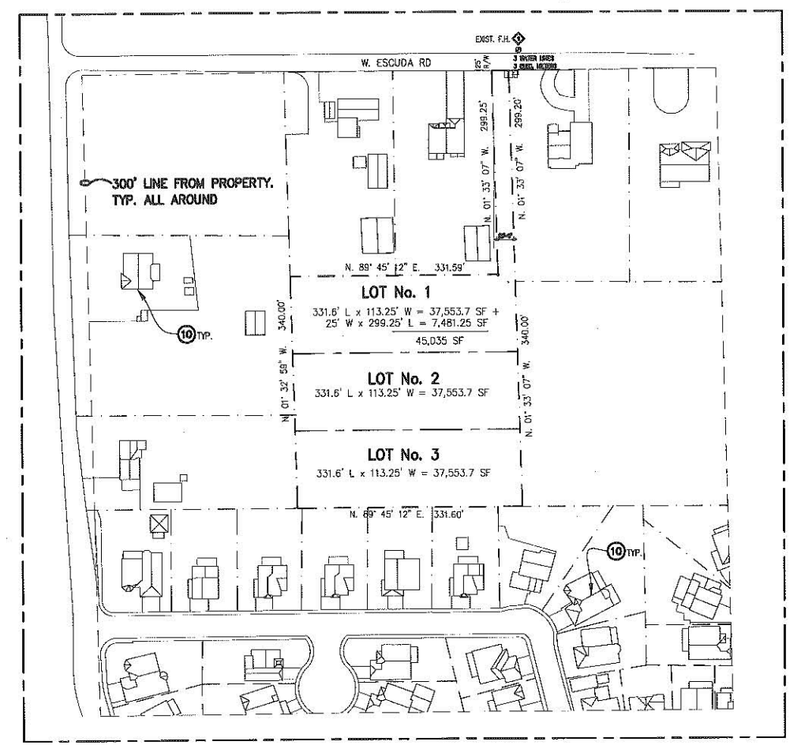
APPLICANT:
GABRIEL NOJE

EXISTING ZONING:
A-1 AGRICULTURAL
NEW ZONING:
SR-17 SUBURBAN RESIDENTIAL

NET ACRES:
2.59 (APN 200-24-19A)+ .17 (AREA THAT LEADS TO PROPERTY) = 2.76 ACRES

APPROX. 120,224 SF

GROSS ACRES:
2.59 (APN 200-24-019A)+ .17 (AREA THAT ACCESS TO THE PROPERTY, ANP 200-24-019E)+ .02 (HALF OF THE R.O.W.)= 2.78 ACRES



PROPOSED LOTS

SCALE: 1"= 100'-0"

ZON12-05

July 1, 2013

Space + Design Solutions, LLC
Master Planner
771. West Kaler Ln.
Gilbert, AZ 85233
Tel: 480.779.8103
Email: sou77@cox.net

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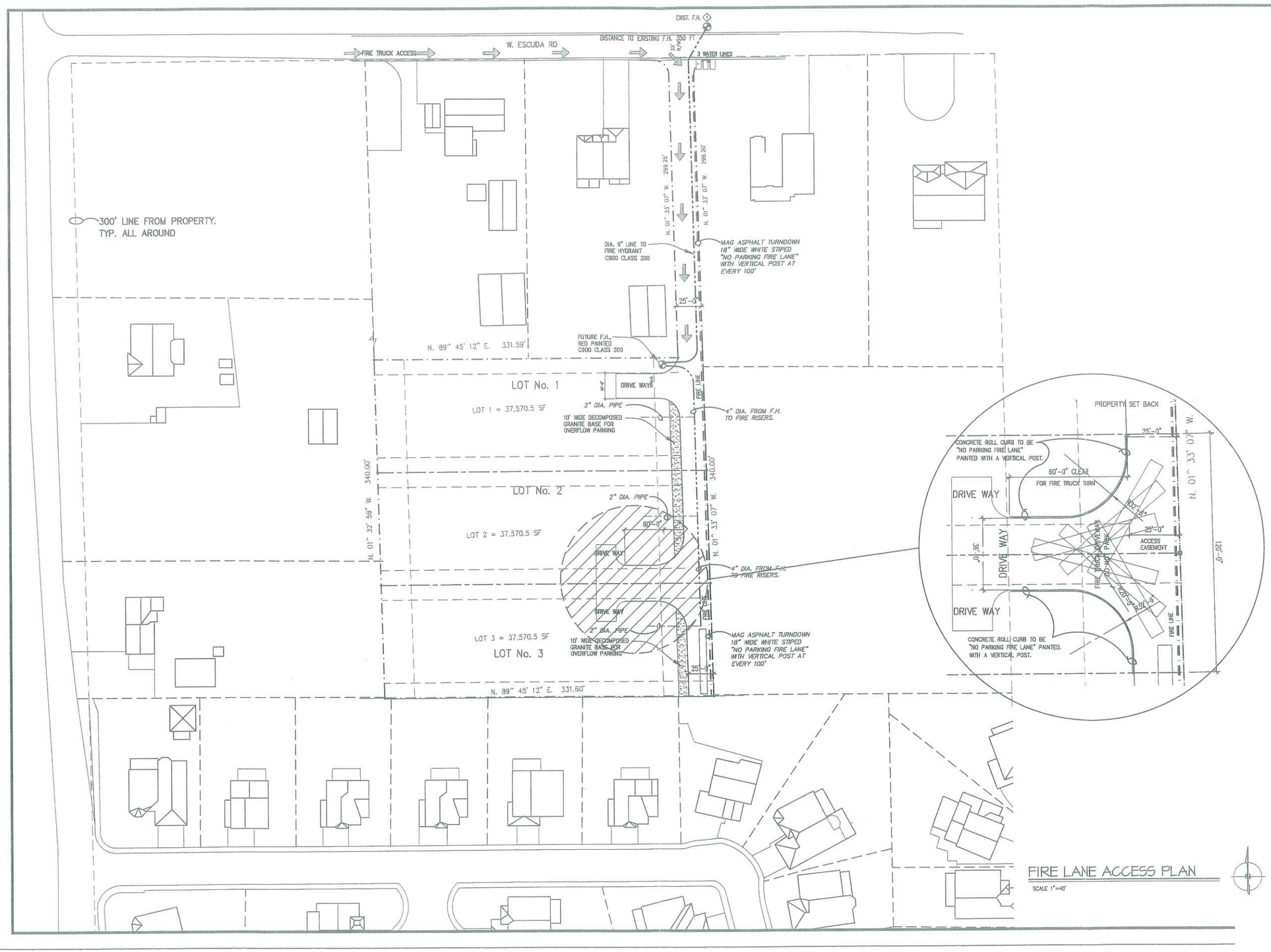
REVIEW	DATE

CASA BONITA HOMES
5432 W. ESCUDA RD., GLENDALE, AZ 85308
Rezoning Application Number: ZON12-05
PROPOSED SITE PLAN

JOB NUMBER SD2012-03
DATE 2/25/2013
DRAWN BY Lps Team
CHECKED BY R.P.
SHEET NUMBER SP-1



Space + Design Solutions, LLC
Master Planner

771. West Keslar Ln.
Chandler, AZ. 85225
Tel. 480.779.9100
Email: mail@spaceplan.net

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REVIEW	DATE

CASA BONITA HOMES

5432 W. ESCUDA RD. GLENDALE, AZ. 85308
Rezoning Application Number: ZON12-05

FIRE LANE ACCESS PLAN

JOB NUMBER: SD2012-03
DATE: 2/25/2013
REVISED:
DRAWN BY: Design Team
CHECKED BY: R.P.
SHEET NUMBER: SP-2

ZON12-05

July 1, 2013

Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

To Be Completed By School Official (Choose One)

1. X The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. _____ The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. _____ The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. _____ The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. _____ The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

A. School Site _____
B. Academic Classroom Space _____
C. Classroom Fixtures and Equipment _____
D. Libraries and Media Centers _____
E. Auditoriums and Multipurpose Rooms _____
F. Technology _____
G. Transportation _____
H. Science Facilities _____
I. Arts Facilities _____
J. Vocational Educational Education Facilities _____
K. Physical Education-Comprehensive Health Program _____
L. Other School Facility Areas and Equipment
   a. Compliance with Building Codes _____
   b. Building Systems _____
   c. Building Soundness _____
   d. Minimum Gross Square Footage _____
   e. Critical Health or Safety Issues _____

School District Deer Valley Unified School District
Representative Name (Please Print) JAMES F. MIGLIORINO
Representative Signature _____
Title ASSOCIATE SUPERINTENDENT **Date** 5/21/2013 **Application No.** ZON12-05

The completed Certification of Adequate School Facilities should be forwarded to:

Karen Stovall, Senior Planner
City of Glendale Planning Department
5850 West Glendale Avenue, Suite 212
Glendale, Arizona 85301

CITIZEN PARTICIPATION FINAL REPORT

CASA BONITA PROJECT
5432 W. ESCUDA ROAD, GLENDALE, AZ 85308
ZON 12-05

PREPARED BY:
DALINDA JIMENEZ
SITE PLAN DESIGNER

Submitted: May 22, 2013
Review: May 3rd, 2013

APPROVED
6/3/13
K.S.

CITIZEN PARTICIPATION FINAL REPORT

CASA BONITA PROJECT

1) *A "Citizen Participation Final Report" cover letter is attached.*

2) *I am requesting to REZONE two parcels A.P. N. # 200-24-0019A (parcel No. 1 and parcel No. 2) from A-1 (Agricultural) to SR-17 (Suburban Residential) located at 5432 W Escuda Road, Glendale, AZ 85308 in the Cholla District. The SR-17 zoning will permit us to divide the property in three lots to develop a single family residence on each. A private easement access from Escuda Road will provide vehicular access to the three properties.*

3) *Brief overview of the elements of our Citizen Participation Plan:*
   - *A Neighborhood Meeting was used as a technique to approach all neighbors within a radius of 500 feet, all individuals in the list of "Interested Parties, and individuals in the Additional list provided by the City of Glendale Planning Department.*
   - *No Home Owners Associations were listed in this area.*
   - *Meeting was held in a Public room at Foothills Recreation Center.*

4) *Notification letters were sent on March 19, 2013.*

5) *Attached is the specific area map (in the 500' radius) where residents and property owners who were notified are located.*

6) *There is no Homeowners Associations nor registered neighborhood groups in this area. The list of "Interested Parties" and Additional list that were notified via mail are as follows:*

Additional Notification List

1. *City of Glendale Mayor's Office, Mayor Scruggs*
2. *Karen Stovall, Senior Planner -Planning*
3. *Glendale City Council Office, Council member Martinez*
4. *Diana Figueroa, Senior Secretary -Planning*

~~*Additional list*~~ Interested Parties

1. *Karen Aborne*
2. *Doug Attig*
3. *Bob Bohart*
4. *Almon Davis*
5. *Daniel Streyle*
6. *Barbara Fennema*
7. *B. Garland*
8. *Diane Hand*
9. *Arline Yzquierdo*
10. *Richard Schwartz*
11. *Harriet Agius*
12. *A.I. Babineau*
13. *Joyce Clark*
14. *Mike Depinto*
15. *Asley Gentner*
16. *Susan Ferrell*
17. *Mark Garratt*
18. *Magi Shreck*
19. *Debra Kist*
20. *Michael Socaciu*
21. *Mary Smith*
22. *Diana M. Seger*
23. *Tom Traw*
24. *Daniel Drew*

25. *Judy Farr*
26. *John Kolodziej*
27. *Dennis Gerhard*
28. *John and Sue Jones*
29. *Patty Wyrick*
30. *Georgia Knox*
31. *Kathleen Lewis*
32. *Carrie and Mitch Meek*
33. *Laura Rakoczynski*
34. *Christian Wiilliams*
35. *Jeff Blake*
36. *Elaine Scruggs*
37. *Mel Smith*
38. *Mickey Lund*
39. *Dave Trish*
40. *Don Tate*
41. *The Arizona Republic*
42. *Gary Sherwood*
43. *Terry Lane*
44. *Cheri McCloskey*
45. *Bill Norgren*
46. *Valley Partnership*
47. *William Ray*
48. *Cathy Cheshier*

7) *A Neighborhood Meeting scheduled on April 1st, 2013 was held as a means for individuals and property owners to participate in the discussion of the proposal.*

8) *Notification letters were sent to 116 individuals and property owners (within a 500' radius, list of "Interested Parties, and list of Additional list.) City staff and the council member for the Cholla District attended. There were no other attendees.*

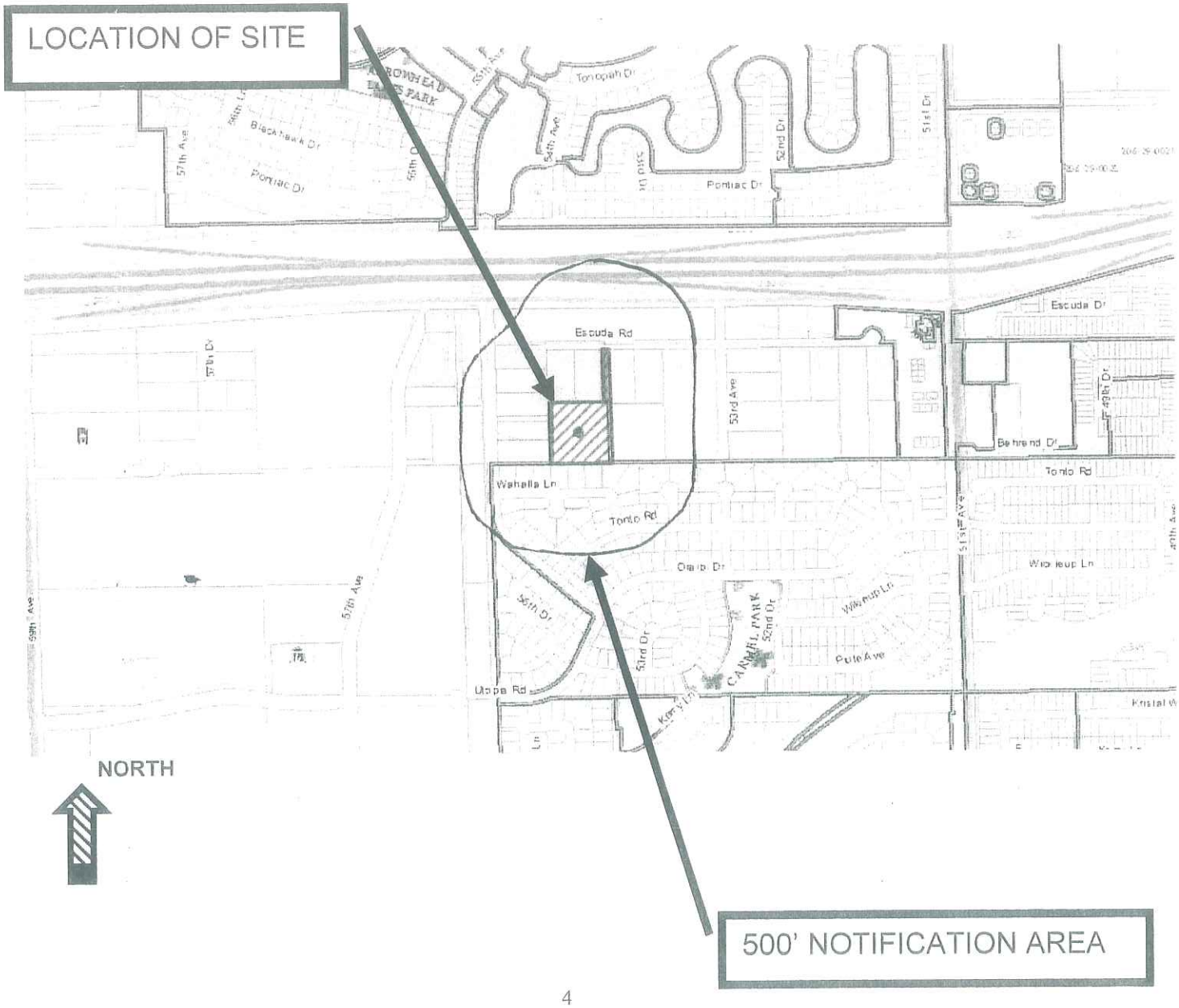
9) *No concerns about the request were discussed at the meeting.*

10) *No concerns were voiced at the meeting, so no modifications were made.*

11) *Attached is the Notification letter sent to all individuals in within the 500' radius, "Interested Parties, and the Additional Notification list and the Neighborhood Meeting Sign in Sheet. The Meeting Sign-in sheet is also attached.*

12) *Attached is the Appendix (mailing list of individuals and property owners to whom the Notification letter was sent).*

RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA	
NAME OF REQUEST:	**ESCUDA ROAD REZONE**
LOCATION:	**Approx. 630' east of 55th Avenue, on the south side of Escuda Road**
The applicant is requesting to rezone from A-1 (Agricultural) to SR-17 (Suburban Residential). The rezone would permit the property to be divided into three lots for the development of single-family homes.	
ZONING DISTRICT: A-1	**COUNCIL DISTRICT: Cholla**



March 11, 2013

Dalinda Jimenez
771 W. Kesler Lane
Chandler, AZ 85225
email: dalindajimenez@cox.net
cell: (480) 678-5190

RE: REZONING FROM A-1 (AGRICULTURAL) TO SR-17 (SUBURBAN RESIDENTIAL)

Dear Neighbor:

This letter is to inform you that I am applying for a rezoning in the City of Glendale. The property is located at 5432 West Escuda Road, Glendale, AZ 85308 in the Cholla District.

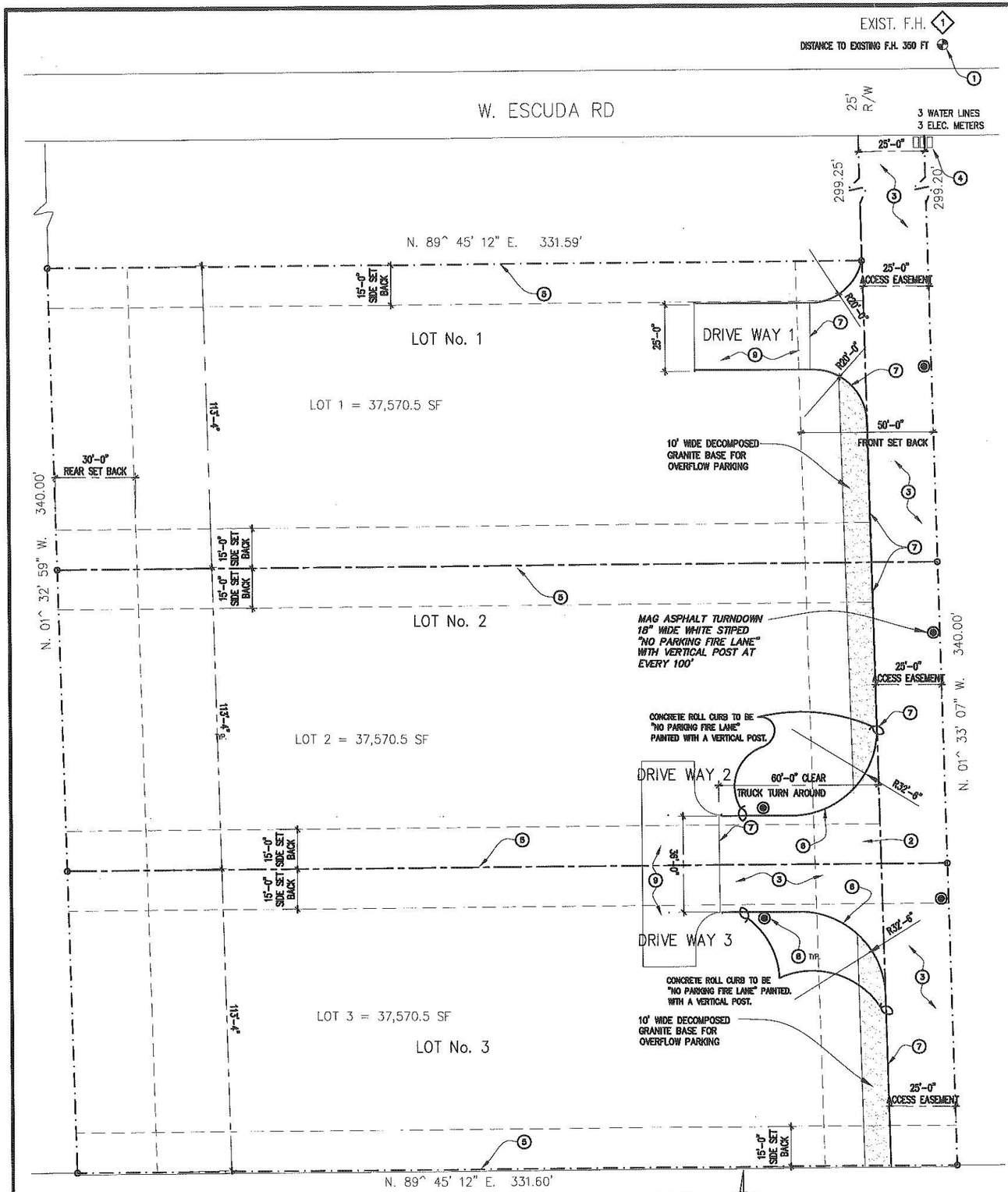
The SR-17 zoning (single family residence) will permit us to design and build new homes on this property. The two parcels that are part of the property (Parcel #1 access road and Parcel #2 the lot) will be divided in three lots with approximated dimensions of 113' North to South x 305' East to West. With houses of 3,500 SF max. of liveable space and covered entry and back patios. Setbacks at each side will be 15 feet, setbacks at the front will be 25 feet, and setbacks to the rear of the property will be 30 feet.

Adjacent property to the East is vacant. Property to the South is a single family subdivision and to the West and North there are single family houses. The three proposed lots will have single family residences that will enhance the area by providing quality medium size houses that will show an array of design quality by proposing variation on roof heights -flat roof with parapets, pitch/sloped roof with concrete tiles, and a variation on the exterior wall design -some rock/ stone veneer, columns, arched windows, boxed columns, 10 feet high entry doors, etc.

I have included the proposed land division map with this letter for your review. A neighborhood meeting will take place on April 1 st, 2013 at 6:00 P.M., at Foothills Recreation Center 5600 W Union Hills Dr., Glendale AZ 85308. Comments and questions will be accepted at this time. If you are unable to attend, please write, email, or call me at the contact information above. You may also contact Karen Stovall with the City of Glendale Planning Department at (623) 930-2553 or Kstovall@glendaleaz.com.

Sincerely,

Dalinda Jimenez



ARCHITECTURAL SITE PLAN

SCALE 1"=20'

PROJECT NARRATIVE:

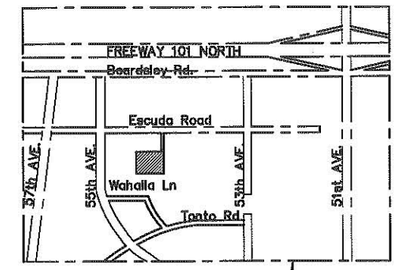
THE PURPOSE OF THIS PROJECT IS TO REZONE THE TWO PROPERTIES FROM A-1 (AGRICULTURAL) TO SR-17 (SUBURBAN RESIDENCE) TO PERMIT A MINOR LAND DIVISION TO CREATE THREE LOTS IN ORDER TO DEVELOPMENT OF SINGLE-FAMILY HOMES.

GENERAL NOTE:

ALL CONSTRUCTION DOCUMENTS AND PLANS WILL NEED TO CONFORM TO THE FOLLOWING CODES: 2012 IBC, 2012 IEBC, 2012 IRC, 2012 UMC, 2012 UPC OR 2012 IPC, 2012 IECC, 2011 NEC, 2010 ADASAD, AND 2009 IFC AND CITY OF GLENDALE AMENDMENTS AND TECHNICAL BULLETINS.

SITE DEVELOPMENT KEYED NOTES:

1. EXISTING FIRE HYDRANT
2. FIRE DEPARTMENT ACCESS/ TURN ROAD
3. NEW ASPHALT PAVING
4. NEW (3) WATER METER
5. LOT PROPERTY LINE
6. "NO PARKING" PAINTED CURB FOR TURNAROUND
7. END OF ASPHALT
8. NO PARKING VERTICAL POST
9. NEW CONCRETE DRIVEWAY
10. EXISTING STRUCTURE/HOUSE



VICINITY MAP

NOT TO SCALE

ADDRESS/ LOCATION:
5432 W. ESCUDA RD., GLENDALE, AZ 85308
ASSESSOR'S PARCEL NUMBER:
ANP 200-24-019A
ANP 200-24-019E

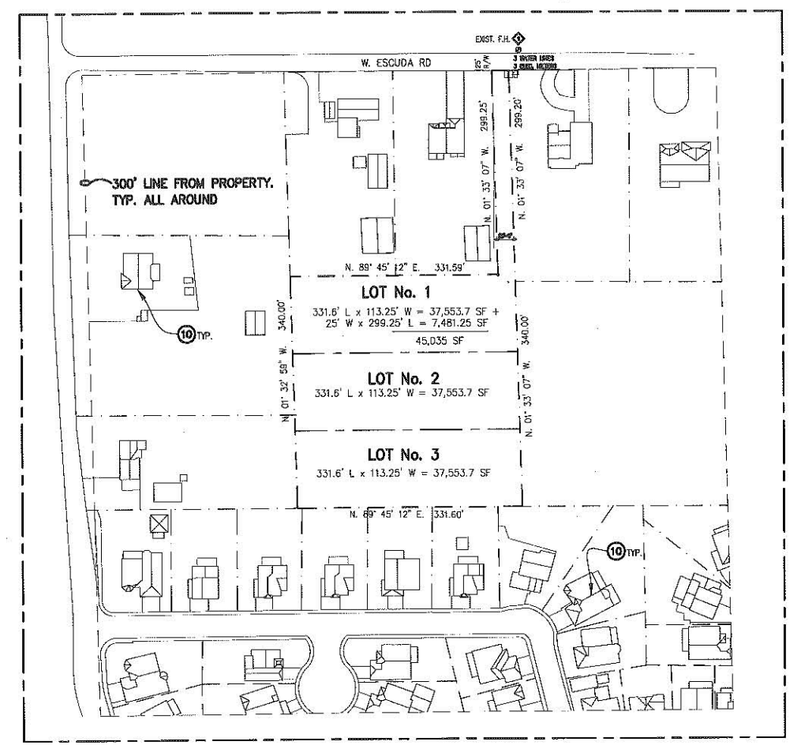
APPLICANT:
GABRIEL NOJE

EXISTING ZONING:
A-1 AGRICULTURAL
NEW ZONING:
SR-17 SUBURBAN RESIDENTIAL

NET ACRES:
2.59 (APN 200-24-19A)+ .17 (AREA THAT LEADS TO PROPERTY) = 2.76 ACRES

APPROX. 120,224 SF

GROSS ACRES:
2.59 (APN 200-24-019A)+ .17 (AREA THAT ACCESS TO THE PROPERTY, ANP 200-24-019E)+ .02 (HALF OF THE R.O.W.)= 2.78 ACRES



PROPOSED LOTS

SCALE: 1"= 100'-0"

ZON12-05

July 1, 2013

Space + Design Solutions, LLC
Master Planner
771. West Kaler Ln.
Gilbert, AZ 85233
Tel: 480.779.8103
Email: sou77@cox.net

ALL DRAWINGS AND WRITTEN MATERIAL CONTAINED HEREIN ARE THE PROPERTY OF DALBECK, ANDREZ-MADRID AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF DALBECK, ANDREZ-MADRID

REVIEW	DATE

CASA BONITA HOMES
5432 W. ESCUDA RD., GLENDALE, AZ 85308
Rezoning Application Number: ZON12-05
PROPOSED SITE PLAN

JOB NUMBER SD2012-03
DATE 2/25/2013
DRAWN BY Lps Team
CHECKED BY R.P.
SHEET NUMBER SP-1

NEIGHBORS MEETING

SIGN IN SHEET

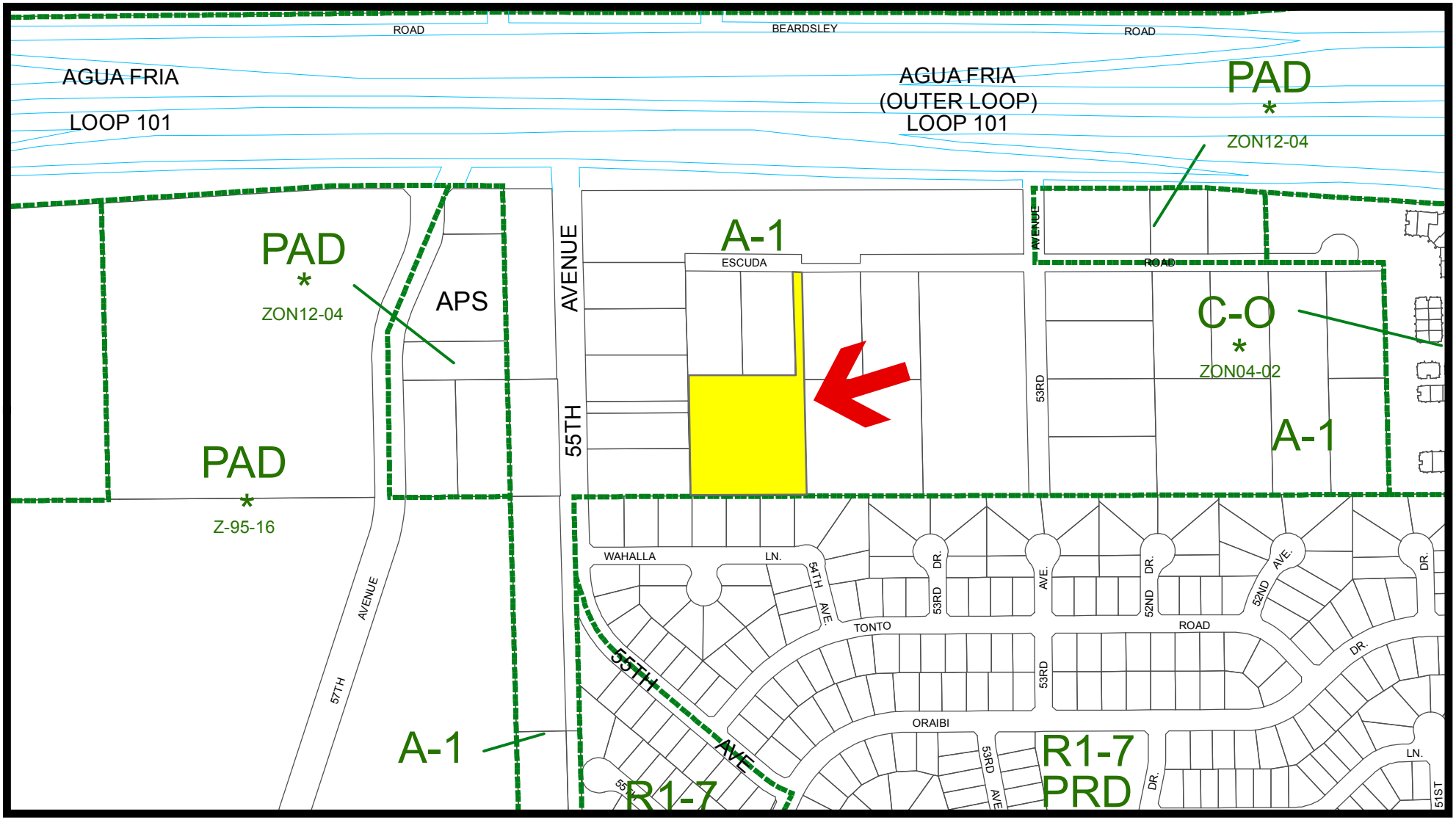
DATE: *APRIL 1ST, 2013*
PROJECT: *"CASA BONITA"*
LOCATION: *5432 W. ESCUDA ROAD, GLENDALE, AZ 85308*
ANP: *200–24-019A* (CITY OF GLENDALE PLANNING DEPARTMENT PARCEL)

NAME	ADDRESS	Phone # ~~SIGNATURE~~
Karen Stovall	City of Glendale Planning	
Manny Mhatre	" " Council	

APPENDIX

CITIZEN PARTICIPATION
FINAL REPORT
MAILING LIST:
-PROPERTY OWNERS
-INTERESTED PARTIES
-ADDITIONAL LIST

CASA BONITA PROJECT
5432 W. ESCUDA ROAD, GLENDALE, AZ 85308
ZON 12-05



GLENDALE AZ

CASE NUMBER

ZON12-05

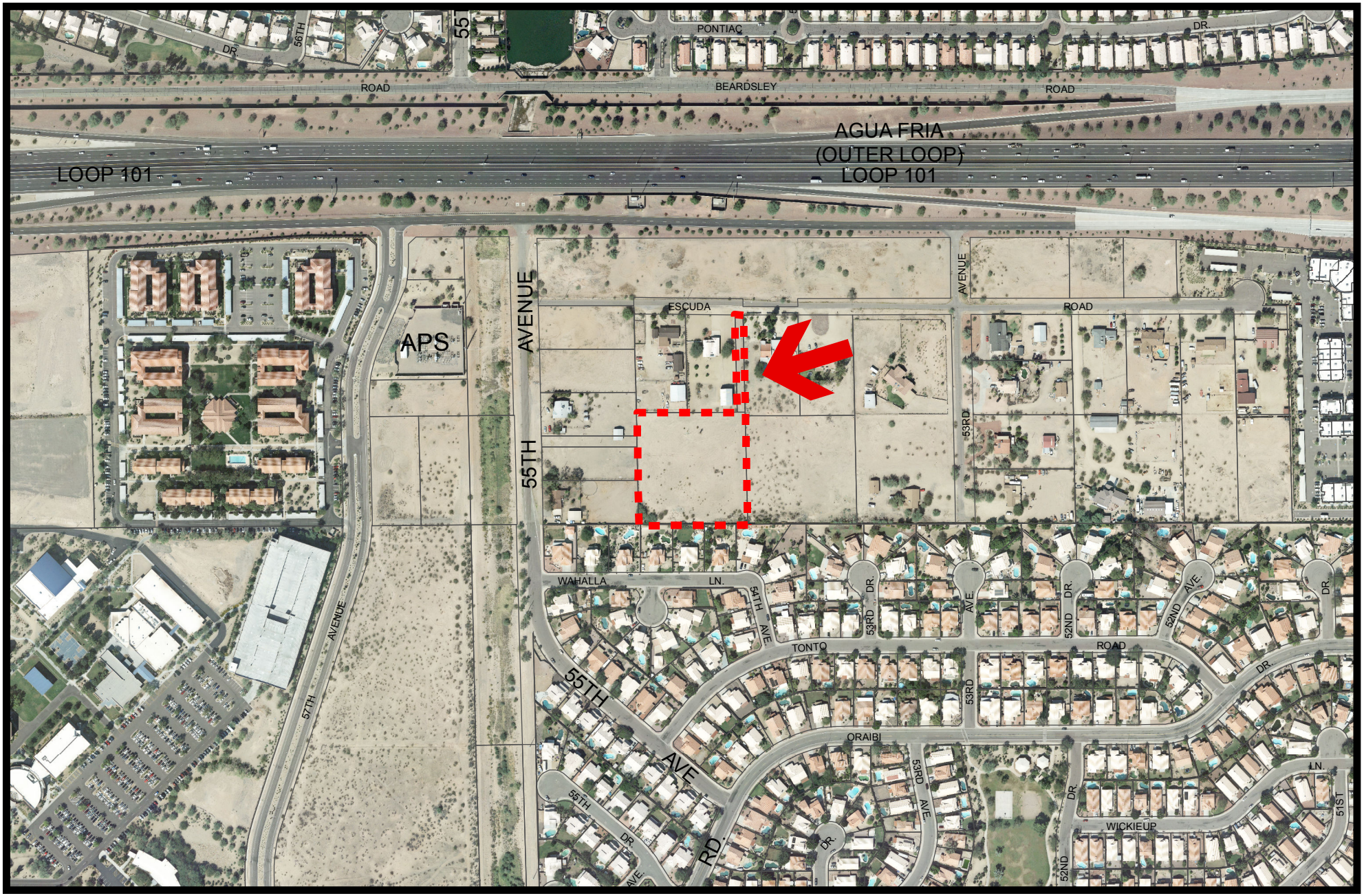
N

REQUEST

REZONE FROM A-1 (AGRICULTURAL) TO SR-17 (SUBURBAN RESIDENTIAL).

LOCATION

5432 W. ESCUDA ROAD



Aerial Date: November 2012

GLENDALE

CASE NUMBER

ZON12-05

N

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**APPROVE REZONING APPLICATION ZON13-05: COPPERWING SUD - 11401 WEST GLENDALE AVENUE (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by Gammage and Burnham PLC, representing the John F. Long Family Revocable Living Trust, for City Council to approve a rezoning application for property located at 11401 West Glendale Avenue. The request would establish an SUD (Special Use District) overlay on 99.3 acres in an M-1 (Light Industrial) zoned property.

Staff is requesting Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON13-05, subject to the stipulations as recommended by the Planning Commission.

Background

The property owner is proposing a sand and gravel operation that will be operated by a third party, Phoenix Cement. The operation will be subterranean and it will excavate approximately 50 feet below grade. There will be a 10 foot earthen berm located on the north, east, and southeastern portions of this property to provide additional screening from surrounding properties.

Phoenix Cement is proposing to phase their operation in 39 acre increments; a total time frame for this operation will not exceed 15 years. Mining will occur in 20 acre increments at one time and at the same time Phoenix Cement will backfill the previously mined phase as they move onto the next phase. This will allow the operation to excavate rock product as well as complete the reclamation process within the 15 year time frame.

Analysis

Findings:
No special use shall be granted unless the following conditions exist:

A. The use shall be compatible with existing and planned land uses and shall not be detrimental due to:
   1. Increased automobile traffic or impact on the circulation system of the adjacent neighborhood;

2. Excessive noise or light generated from within the site;
3. Excessive scale or height in relationship to surrounding properties;
4. Hours of operation;
5. Inadequate parcel size to provide appropriate buffers or mitigation measures to surrounding properties; and
6. Disruption of the development character of the adjacent properties.

B. The use is consistent with the General Plan.

Analysis:

- The Sand and Gravel site will be compatible with the existing and planned industrial character of the area. The land uses that surround this proposed operation are similar in nature to the applicant's request. The Transportation Department has reviewed the applicants request and determined that the proposed use will not have an adverse impact on traffic on Glendale Avenue. There is a traffic signal at the intersection of Glendale Avenue and the 115th Avenue alignment that will regulate traffic flow to and from this operation.
- Control of dust will be mitigated by water trucks and other preventative measures to comply with local and state laws. The use will be monitored by Maricopa County and the Arizona Department of Environmental Quality (ADEQ). The applicant will secure an Air Quality permit prior to this operation.
- The isolation of this site below grade in an existing industrial area will not create noise or light impacts to the surrounding area. There are other industrial uses in the vicinity that are similar in nature. The site is located more than 2,000 feet from Glendale Avenue, 460 feet from the Glendale Municipal Airport, and over a half of a mile from the nearest residential neighborhood that is located in the City of Phoenix.
- There are no excessive height issues. The operation is primarily subterranean with depths reaching no more than 50 feet. There will be one building on the property that will be at grade and it will not be higher than 30 feet.
- Operation of this use can be 24 hours depending on the client's demand. The use will not affect the surrounding area due to the majority of the work being performed below grade.
- There are substantial setbacks proposed for this use which will provide visual mitigation to the surrounding industrial land uses. The applicant will provide a 10 foot berm that will be placed along the north, east, and southeast of the property to provide ample buffers from the industrial park and the airport to the east.
- Currently there is a sand and gravel operation that is immediately west of this proposed use. The development character of this immediate vicinity is industrial and similar in nature to what is proposed.
- The General Plan designates this site for Business Park. The proposed Sand and Gravel operation is a temporary use that will cease after 15 years. The site is adjacent to the Glendale Municipal Airport. The City's Airport Administrator has

reviewed the application and approved the use. The applicant has filed the necessary applications with the FAA and a determination was made that there was no impact to the Airport. The Airport Administrator has indicated that industrial uses are suitable land uses for safe airport operation.

Staff recommends approval of ZON13-05, by Ordinance, subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan outlined in the SUD document, date stamped October 8, 2013.

2. The sand and gravel use shall expire at 15 years. The 15 year time frame shall start at the granting of the Maricopa County Dust Control and the Arizona Department of Air Quality permits.

3. The applicant shall provide an approved Air Quality permit to the City to be placed in the public file. This permit shall serve as notice of when the sand and gravel operation will commence.

Previous Related Council Action

On September 6, 1983, City Council approved Ordinance 1248 New Series, which annexed the subject site into the City of Glendale.

Community Benefit/Public Involvement

Approval of this request would allow a use that is synonymous with the existing uses in the surrounding area.

On July 16, 2013, the applicant mailed 87 notification letters to adjacent property owners and interested parties notifying them of a neighborhood meeting. On August 5, 2013, the applicant held a neighborhood meeting at the Glendale Municipal Airport. The meeting was attended by eight people, four from the Applicant's team, two City staff, one resident, and one reporter from the Arizona Republic. The resident opposed the Sand and Gravel operation citing dust, noise, visual pollution to the Airport. The applicant informed the resident of the measures that they will take to ensure that the operation will not impede on other neighboring properties. The resident still remained opposed to the applicant's request and provided a letter to City Staff. City Staff then forwarded the letter to the applicant to be placed in the Citizen Participation Final Report. The applicant cited the preventative measures they will take to ensure that the issues raised in the resident's letter will not occur.

A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on November 21, 2013. Notification postcards for the public hearing were mailed to adjacent property owners and interested parties on November 22, 2013. The property was posted on November 22, 2013.

Attachments

Ordinance

Special Use District Requirements

Excerpt of Meeting Draft Minutes from 11-7-13

Applicant's Narrative

Site Plan

Citizen Participation Final Report

FAA Notice of Proposed Construction or Alteration Approval Letters

ZON13-05 Map

ZON13-05 Aerial

ORDINANCE NO. 2868 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 11401 WEST GLENDALE AVENUE TO ESTABLISH A SUD (SPECIAL USE DISTRICT) OVERLAY TO A M-1 (LIGHT INDUSTRIAL) ZONING DISTRICT PROPERTY AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on November 7, 2013 in zoning case ZON13-05 in the manner prescribed by law for the purpose of rezoning property located at 11401 West Glendale Avenue to establish a SUD (Special Use District) overlay to a M-1 (Light Industrial) zoning district;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on November 21, 2013; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 11401 West Glendale Avenue and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned to establish a SUD (Special Use District) overlay to a M-1 (Light Industrial) zoning district;

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

(a) Development shall be in substantial conformance with the development plan outlined in the SUD document, date stamped October 8, 2013.

(b) The sand and gravel use shall expire at 15 years. The 15 year time frame shall start at the granting of the Maricopa County Dust Control and the Arizona Department of Air Quality permits.

(c) The applicant shall provide an approved Air Quality permit to the City to be placed in the public file. This permit shall serve as notice of when the sand and gravel operation will commence.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of December, 2013.

_____

M A Y O R

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

REVIEWED BY:

_____

City Manager

z_13_05

EXHIBIT A

Glendale Airpark Special Use District Overlay (S.U.D.)
Legal Description

A Parcel of land located within the northwest and southwest quarters of Section 7, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southwest corner of Section 7;

Thence N00°30'02"E 2,642.17 feet, along the West line of the southwest quarter of said Section 7, to the West quarter corner thereof;

Thence continuing N00°30'02"E 377.77 feet, along the West line of the northwest quarter of said Section 7, to a point;

Thence leaving said West line, S89°30'12"E 2,243.60 feet, to a point;

Thence S01°00'04"W 192.65 feet, to a point;

Thence S31°51'48"W 3,280.14 feet, to a point on the South line of the southwest quarter of said Section 7;

Thence S87°39'23"W 535.41 feet, along said South line, to the **Point of Beginning**.

Described parcel contains ±4,327,543 square feet or ±99.3467 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36326
RICHARD A
STOCKMAN
Date Signed 6-17-08
ARIZONA U.S.A.
Expires 6-30-10

SPECIAL USE DISTRICT REQUIREMENTS

Section 6.505 of the Zoning Ordinance requires that the following findings be met before approving a Special Use District:

A. The use shall be compatible with existing and planned land uses and shall not be detrimental due to:

   1. Increased automobile traffic or impact on the circulation system of the adjacent neighborhood;

   2. Excessive noise or light generated from within the site;

   3. Excessive scale or height in relationship to surrounding properties;

   4. Hours of operation;

   5. Inadequate parcel size to provide appropriate buffers or mitigation measures to surrounding properties;

   6. Disruption of the development character of the adjacent properties;

B. The use is consistent with the General Plan.

MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, NOVEMBER 7, 2013
6:00 PM

ZON13-05: A request by Gammage and Burnham PLC, representing John F. Long Family Revocable Living Trust, to establish an SUD (Special Use District) overlay to 99.3 acres of M-1 (Light Industrial) zoned property. The site is located at the southeast corner of the 115th Avenue alignment and Glendale Avenue (11401 West Glendale Avenue). The site is located in the Yucca District.

Remigio Cordero, Planner, said Case ZON13-05 is a request by Gammage and Burnham PLC, representing John F. Long Family Revocable Living Trust, to establish a Special Use District overlay to 99.3 acres of Light Industrial zoned property. The site is located at the southeast corner of the 115th Avenue alignment and Glendale Avenue at 11401 West Glendale Avenue. He said this was a request to add an SUD overlay to 99.3 acres of M-1 zoned property to operate a Sand and Gravel operation. The operation will be subterranean and it will excavate no more than 50 feet below grade. He noted that if approved, the owner will lease this property to Phoenix Cement. Phoenix Cement is proposing to phase their operation in 39 acre increments; a total time frame for this operation will not exceed 15 years at this location. He indicated the Planning Commission reviewed ZON13-15 at its October 3, 2013 workshop.

Mr. Cordero stated that on July 16, 2013, the applicant mailed 87 notification letters to adjacent property owners and interested parties notifying them of the neighborhood meetings. On August 5, 2013, the applicant held a neighborhood meeting at the Glendale Municipal Airport. The meeting was attended by eight people, four from the applicant's team, two city staff members, one resident and one reported from the Arizona Republic. He said the resident opposed the Sand and Gravel operation citing dust, noise, visual pollution to the airport. The applicant informed the resident of the measures that they will take to ensure that the operation will not impede on other neighboring properties. The resident still remained opposed to the applicant's request and provided a letter to staff. He explained the applicant cited the preventive measures they will take to ensure that the issues raised in the resident's letter will not occur. He added the letter was attached in the final report.

Mr. Cordero stated that according to staff's findings and analysis, the Sand and Gravel site will be compatible with the existing and planned industrial charter of the area. He said the land uses that surround this proposed operation are similar in nature to the applicant's request. He explained the Transportation Department has reviewed the applicant's request and determined that the proposed use will not have an adverse impact on traffic to Glendale Avenue. There is a

traffic signal at the intersection of Glendale Avenue and the 115th Avenue alignment that will regulate traffic flow to and from this operation.

Mr. Cordero stated that control of dust created by this use will be mitigated by water trucks and other preventative measures to comply with local and state laws. This use will also be monitored by Maricopa County and the Arizona Department of Environmental Quality. He noted the applicant will secure an Air Quality permit prior to this operation commencing. He stated the isolation of this site below grade in an existing industrial area will not create noise or light impacts to the surrounding areas. The site setback is more than 2,000 feet from Glendale Avenue and 460 feet from the Glendale Municipal Airport, and over half a mile from the nearest residential homes that are located in the City of Phoenix. He added the Sand and Gravel operation will not pose excessive height issues since the operation is primarily subterranean.

Mr. Cordero explained operation of this use can be 24 hours depending on the client's demands. He said the work will not affect the surrounding area due to the majority of the work being performed below grade. There are substantial setbacks proposed for this use which will provide visual mitigation to the surrounding land users. He said the applicant will also provide a 10 foot berm that will be placed along the north, cast and southeast of the property to provide ample visual buffers from the industrial park and the airport. He noted that currently there was a sand and gravel operation that is immediately west of this proposed use. The development character of this immediate vicinity is industrial and similar in nature. He stated the General Plan designates this site for business park. Therefore, the proposed Sand and Gravel operation is a temporary use that will cease after 15 years. Additionally, the applicant has filed the necessary application to the FAA for approval since the site is adjacent to the General Municipal Airport. He said the airport administrator has indicated that industrial uses are suitable uses for safe airport operations.

In conclusion, Mr. Cordero stated this request appears to meet the required findings for approval and should be approved, subject to the stipulations listed in the staff report.

Chairperson Petrone called for questions from the Commission.

Vice Chairperson Larson asked what the site will look like after they are done and the 15 years has expired. He wondered if the site could still be developed as a business park. Mr. Cordero deferred the question to the applicant. However, noted it was his understanding that they will be back-filling the areas as they move on to the next. Vice Chairperson Larson inquired how they will be able to control that and make sure the land will be left useable for the future. Mr. Cordero explained those were stipulations the applicant will have to comply with mediation.

Chairperson Petrone called for the applicant to make a presentation.

Stephen Anderson, applicant's representative, introduced his group attending. He addressed Vice Chairperson Larson's question in regards to the reclamation process. He said that as staff indicated the reclamation process is expressly called for in the narrative which was in turn imposed on the site through the city by stipulation number one in the staff's recommendation. He explained the overall site is 100 acres in size and not all will be mined at once and only gets

mined in chucks. He noted the procedure was to refill as they go and won't be allowed to progress until they finish the reclamation of what they already mined behind. In addition, he stated that, in fact, this site would be more difficult to develop today if they did not mine it since the soil was very poor quality. He noted the reclamation will actually leave the site in a more superior condition for development. He stated the applicant was completely comfortable with all three stipulations as stated in the staff report.

Commissioner Penilla stated the good citizenship of the Long Family was well known and believes this project was particularly good for this site. Chairperson Petrone stated they could all agree with that statement, especially in regards to the Long Family's long and excellent history of service to this community.

Chairperson Petrone opened the public hearing. Since there was no further discussion, he closed the public hearing.

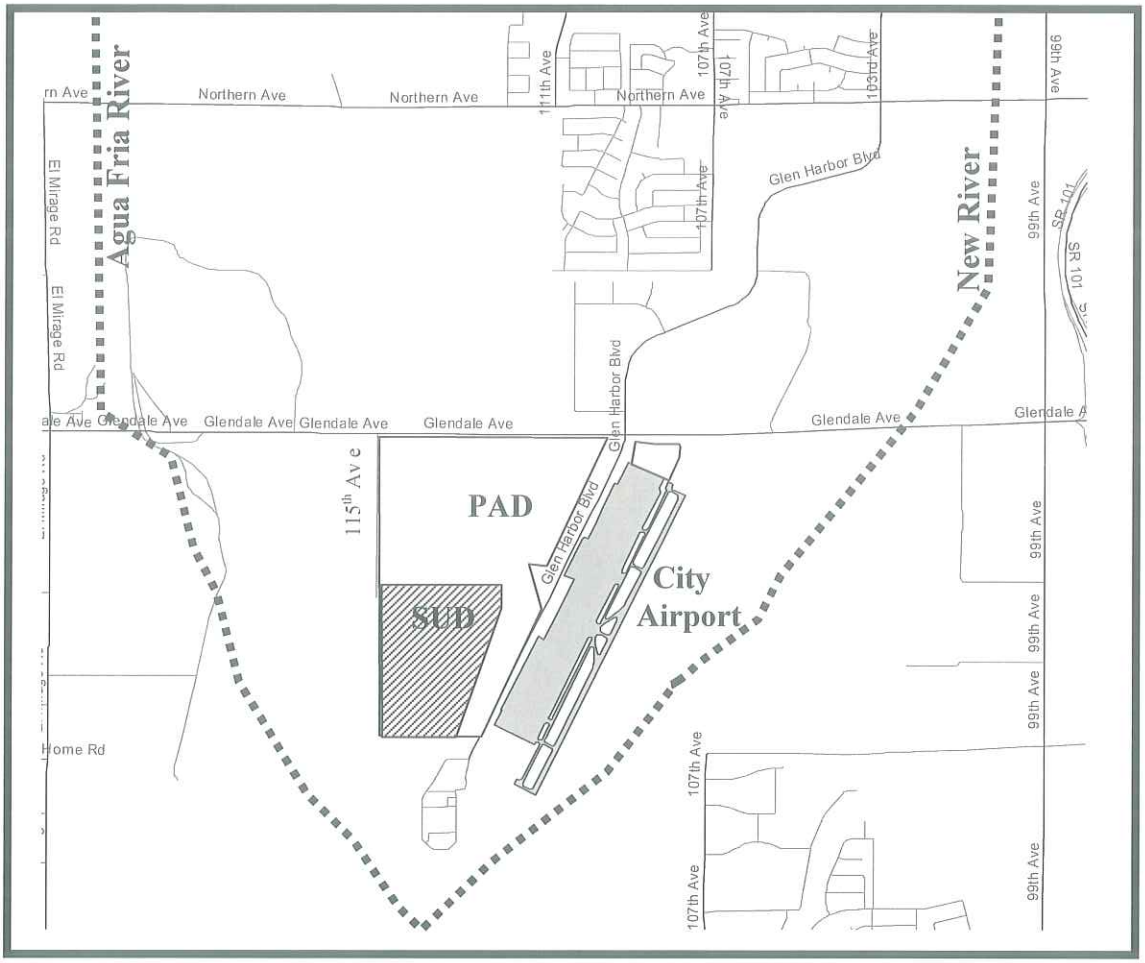
Commissioner Penilla made a motion to recommend approval of ZON13-05 subject to the stipulations listed in the staff report and corrections to the staff report as indicated by the applicant's representative. Commissioner Aldama seconded the motion, which was approved unanimously.

Ms. Robberson stated the Planning Commission's actions are not final. The Commission's recommendation will be forwarded to City Council for further action.

DRAFT

COPPERWING

AT GLENDALE AIRPORT



JOHN F. LONG FAMILY REVOCABLE LIVING TRUST U/A dated 2/26/2008

SPECIAL USE DISTRICT OVERLAY

11401 West Glendale Avenue
Yucca District
Case No. ZON13-05

Prepared by:
Gammage & Burnham
Two North Central Avenue, Floor 15
Phoenix, AZ 85004
Tel: 602-256-4422
Fax: 602-256-4475
Contact: Stephen Anderson

June 21, 2013 August 23, 2013(revised)

CITY OF GLENDALE
2013
PLANNING DEPARTMENT

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STATEMENT OF REQUEST

The Long family (the "Owner") owns the industrial property located at the southeast corner of Glendale Avenue and 115th Avenue bounded by the Glendale Municipal Airport (the "Airport") to the east, 115th Avenue to the west, Glendale Avenue to the north, and the City West Area Water Reclamation Facility to the south (see **Exhibit A**). The property is within the incorporated limits of the City of Glendale (the "City"). It is approximately 316.8 acres. Most of the property, 217 acres, was zoned PAD for the Copperwing project, which the City Council approved on August 25, 2009 (ZON08-14). However, the 99.3 acre balance is zoned M-1, Light Industrial. The Owner has agreed to lease the 99.3 acre balance of their property to mine and extract sand and gravel (the "Sand & Gravel Site"). The purpose of this application is to request a Special Use District Overlay for the Sand & Gravel Site pursuant to Section 6.505 of the City Zoning Ordinance.

This proposal represents a novel approach to both business park development and sand and gravel mining operations, and is a result of careful planning by the Long family. For the Long family, the challenge of this vacant land adjacent to the Airport is to transform it into a business park in a fiscally prudent manner, consistent with the Long family's longstanding practices. That means identifying a reliable mechanism to finance the installation of necessary infrastructure. By partnering with a reputable sand and gravel company (the "Operator"), the Long family has identified the income stream that can pay for that infrastructure, allowing development "to pay for itself."

At the same time, the Long family wants to be sure that this Sand & Gravel Site will be managed in a responsible way. That means significantly buffering the site, both by locating it on the south end of the larger property, away from Glendale Avenue, as well as then berming the site. That means requiring the Operator to phase its mining of the site so that the area of open activity would be limited and so that the Operator could reclaim each mined out phase at its completion. Not only will this control the amount of open activity on the Sand & Gravel Site, but it will also allow the Long family to phase the expansion of their business park incrementally as these finished, reclaimed parcels became available. Phasing for the Sand & Gravel Site includes continuous mining and filling between designated phases not to exceed a disturbance of 39 +/- acres at any one time. That means asking the Operator to agree to eliminate tall structures and equipment by initially locating its batch plant off site.

For the Operator, the requests of the Long family must all be met. The Operator will need to recognize the business opportunity here to mine a prime infill site that allows it to shorten transport distances to the numerous construction projects along the Loop 101 and 303 corridors, many of them in the City of Glendale. The Operator will need to recognize that mining an infill site within a municipality, as opposed to a more traditional County site, requires extra efforts to reflect the unique nature of the opportunity.

STATEMENT OF FINDINGS

Consistency with the General Plan

The General Plan designates the Sand & Gravel Site for Business Park (see **Exhibit B**). Although the Sand & Gravel Site is more of a Heavy Industry, its operation is temporary. Through reclamation the Owner will require on the site, this operation will speed up future construction of light industrial and office uses on the overall property west of the Airport within the designated Western Growth Area. The leasing of the land to the Operator allows the Long family the financing mechanism to develop the light industrial airpark. Unlike other developers, the Long family finances their projects with cash.

The opportunity of the Operator to mine the site provides immediate economic development within the Western Growth Area in advance of the future desired business and industrial uses envisioned near the Airport. Approval of the Sand & Gravel Site will support the City planning goal to emphasize business retention, municipal revenue generation and job creation. This operation will provide high paying trade and equipment operator jobs. It will have a multiplier effect due to expenditures for personnel, materials, supplies, equipment, fuel, utilities, leases, services and payments to government agencies.

The General Plan encourages uses that support the nearby Luke Air Force and Airport operation and uses which do not require extension of municipal services into the western portions of the City Planning Area. The Sand & Gravel Site is a use which has a low employee density. Low employee density uses make a good fit near airports for safety reasons. The operation will require no extension of municipal services. Temporary electrical power needs are available by nearby power lines. Water is available via a well on the Owner's property and portable storage. Wastewater needs will be minimal due to the low employment density at the site compared to other types of non-residential uses.

Compatibility to Existing/Planned Uses

The 99.3-acre Sand & Gravel Site is compatible to nearby existing and planned uses. The location of the Sand & Gravel Site is in a highly industrialized and undeveloped area of the City, with it being considerably smaller in area than many of these other sites (see **Exhibit C**).

The Airport adjoins the Sand & Gravel Site to the east and southeast. The City owns approximately 407 acres of industrial land where the airport sits. As has been detailed previously, the Long Family is pursuing this opportunity to allow it to finance infrastructure for the Copperwing Planned Area Development. In other words, the mining proposal set forth here is the financial foundation for the transformation of now

vacant lands into a thriving business center that will complement and significantly enhance the long-term health of the Airport.

The City West Area Water Reclamation Facility exists to the south. It is on 80 acres, with the plant occupying approximately 15 acres. The Water Reclamation Facility and the Sand & Gravel Site are actually neighbors for the same geographical reason, the confluence of the New and Agua Fria Rivers. Both facilities attempt to take advantage of unique opportunities created by the confluence.

The property immediately to the west is an existing sand and gravel facility on 160 acres located within unincorporated Maricopa County operated by Gravel Resources. This facility is a heavy industrial use, and it is responsibly operated and maintained. For example, the traffic generated by this existing facility has had no disproportionate or inappropriate impact on Glendale Avenue. That facility has generally operated in compliance with relevant air quality and employee safety requirements. Nevertheless, that facility does not have berming, nor does it have a phased reclamation plan. That facility does not have a lifespan managed and limited by the long term, end user landowner. That facility is not obligated to locate batch processing below grade. In other words, the Sand & Gravel Site proposed here will be better than its neighbor to the west.

The City operates a landfill on approximately 388 acres north of the site across Glendale Avenue. The landfill is another absolutely essential component of urban infrastructure. Just as we need rock products to build our schools, shops, roads and communities, we need landfills to dispose of our waste in a centralized, properly managed location. The City's landfill provides precisely that service to its citizens. The City landfill is the dominant visual feature of the area, taller and more massive than any other object in the area. In addition, while this proposed Sand & Gravel Site can and will be simultaneously reclaimed for use as an airport business park, the landfill has an estimated life span to 2046 or beyond and is much more restricted in how it can be reclaimed. The landfill produces methane and has to be lined to protect the water table below. By contrast, at completion, the Sand & Gravel Site will be a growing business park.

Luke Air Force Base, at over 1200 acres, is approximately three miles to the west of the Sand & Gravel Site. The proposed mixed use development of Main Street is approximately one-third of a mile to the east of the Sand & Gravel Site. The City Spring Training Facility for the Los Angeles Dodgers and Chicago White Sox is approximately one-third of a mile to the southeast of the Sand & Gravel Site. The large distance to these developments will adequately buffer these developments from the Sand & Gravel Site.

No homeowner associations or neighborhood groups are near the Sand & Gravel Site. The large expanse of adjacent industrial uses and the confluence of the intermittent Agua Fria and New River further south of the proposed Special Use District Overlay buffer this site from the existing residential uses. The nearest existing

residential developments of Country Meadows Unit 9 to the northeast and Wigwam Creek North to the southwest are each one mile from the boundary of the proposed Sand & Gravel Site. Thoroughbred Farms to the southeast is at least one-half of a mile from the boundary of the proposed Sand & Gravel Site. This isolation from residential uses is another key geographic advantage of this site.

As with the existing uses, the Sand & Gravel Site will be compatible with the continued industrial character of the area. These include the approved Copperwing industrial airpark under a Planned Area Development by the Long family on their 200 acres west of the Airport, the continued construction of light industrial businesses at the Glendale Airpark located on the north side of Glendale Avenue east of the landfill, and the future development planned by the City of similar industrial and aviation-related uses at the Airport. The Sand & Gravel Site will provide necessary construction material for these uses. As discussed later, the operation of the mine will include buffers and create no substantial nuisance to disrupt the character of these adjacent properties.

SPECIAL USE DISTRICT REQUIRED FINDINGS

Section 6.505 of the Glendale Zoning Ordinance requires that a Special Use cannot be granted unless the following conditions exist:

A. The use shall be compatible with existing and planned land uses and shall not be detrimental due to:
    1. Increased automobile traffic or impact on the circulation system of the adjacent neighborhood;
    2. Excessive noise or light generated from within the site;
    3. Excessive scale or height in relationship to surrounding properties;
    4. Hours of operation
    5. Inadequate parcel size to provide appropriate buffers or mitigation measures to surrounding properties;
    6. Disruption of the development character of the adjacent properties.
B. The use is consistent with the General Plan.

A: The use shall be compatible with existing and planned land uses. As detailed above, the Sand & Gravel Site will be compatible with the existing and planned industrial character of the area.

The surrounding area includes several other uses which are compatible with the proposed Sand & Gravel Site. To the south is the 80 acre West Area Water Reclamation Facility which was donated to the City by the Applicant. The City also operates a landfill on approximately 80 acres north of the site across Glendale Avenue. The property immediately to the west is an existing sand and gravel facility on 160 acres located within unincorporated Maricopa County operated by Gravel Resources, which

the City of Glendale has strip annexed around. The proposed Sand & Gravel Site will have virtually no impact on any of these existing industrial users.

This Site is adequately buffered from nearby residential areas by the confluence of the Agua Fria and New River south of the proposed Special Use District. No residential uses are located adjacent to or closer than one-half a mile. Thoroughbred Farms to the southeast is at least one-half of a mile, and Country Meadows Unit 9 to the northeast and Wigwam Creek North to the southwest are each one mile away, at least five times the City Code distance of 500 feet.

As for future business park uses, the applicant is better suited than anyone to evaluate that impact, since the applicant owns the immediately adjacent 200 acre business park. The Long family views this proposal not only as compatible, but as a critical part of their plans for future development of the Copperwing project.

A.1: The use shall not be detrimental due to increased automobile traffic or impact on the circulation system of the adjacent neighborhood. The proposed use is in heavily industrial area, and will have no adverse impact on any residential traffic at all. The "adjacent neighborhood" is Gravel Resources and their existing sand and gravel pit. These are the only two businesses that utilize 115th Avenue south of Glendale Avenue. As for Glendale Avenue itself, the intersection of 115th Avenue and Glendale serves the City landfill. In other words, this intersection, isolated from any residential use, serves existing industrial uses. There will be no detrimental traffic impacts.

A.2: The use shall not be detrimental due to excessive noise or light generated from within the site. The isolation of this site below grade in an existing industrial area means that there will be no adverse noise or light impacts. The facility will require no access driveways onto Glendale Avenue or Glen Harbor Boulevard. The signalized intersection of 115th Avenue and Glendale Avenue will continue to operate efficiently with the addition of the Sand & Gravel Site. Glendale Avenue is currently designed with two travel lanes in each direction and a center turning lane. The center turning lane provides ample stacking capacity for vehicles entering the sand and gravel operations from the east and vehicles entering the landfill from the west. The dual lanes in each direction on Glendale Avenue provide a safe passing lane from traffic entering the landfill from the east and entering the sand and gravel operations from the west

Noise from the Sand & Gravel Site will pose no nuisance due to the large setback from nearby uses, the noise attenuation of the proposed perimeter berms, the existing ambient noise in the area, and the acceptable levels of noise in the City Code. While a sand and gravel operation does create noise, any noise will be less than that already generated by Gravel Resources, with the major difference of work at grade versus the work proposed here, which will be almost entirely below grade.

Surrounding uses generate their own noise as well. The City landfill would be the largest noise generator in the area on a regular basis, but the two airports, Glendale

Airport and Luke Air Force Base, generate the most noticeable noise for the general area.

The isolation of the site also mitigates any noise impacts. In addition to the below grade work area and the berm, the Site is setback 460 feet from the City Airport and the Water Reclamation Facility to the South. The Site is greater than 2000 feet south of Glendale Avenue. The nearest residential users are more than one-half mile away in the City of Phoenix.

The same is true of lighting. While sand and gravel operations do sometimes operate into night time or early morning hours, work here will be below grade and behind berms, versus work at the adjacent Gravel Resources site, where work is performed by necessity at grade (due to the proximity to the flood plain). The applicant will require any and all nighttime lighting to be directed downward and shielded. Again, the closest residences are over a half mile away.

There will be no detrimental impacts from noise or light.

A.3: The use shall not be detrimental due to excessive scale or height in relationship to surrounding properties. The largest feature in this area is the City's landfill, which towers 130 feet into the sky. This mountain is almost matched by the 120 foot tall power lines that run down the east side of the subject property, separating it from the Airport. By contrast, the applicant here is proposing one building, a scale building, at grade, with a maximum height of 30 feet. Every other piece of equipment with any vertical mass is going to be entirely below grade, at the bottom of a fifty foot pit. There will be no detriment due to excessive scale or height.

A.4: The use shall not be detrimental due to hours of operation. As detailed above, the extreme isolation of this site, both horizontally and vertically, means that the hours of operation will not be detrimental to anyone. The Sand & Gravel Site will be capable of operations 24 hours a day, as customer and project requirements demand. Actual operation times will vary with the season, sales orders, and other factors. Since the concrete used in construction is the primary use of the sand and gravel mined at the Site, it is essential that the pours be able to take place at night, during the coolest part of the 24 hour day. In addition, by allowing mining 24 hours a day, this allows mining to happen as quickly as possible, thereby moving the site toward reclamation and redevelopment. As such, the land becomes available for Copperwing business park expansion more quickly. Because the site is so isolated, with work taking place below grade, these hours of operation will be of no bother to anyone.

A.5: The use shall not be detrimental due to inadequate parcel size to provide appropriate buffers or mitigation measures to surrounding properties. The Site fully complies with the underlying zoning district (M-1) district standards. No deviations or variances will be required. The proposed 10 foot high buffers along the north, east and southeast sides provide ample visual buffers from the industrial park and the airport to the east. The use is situated adjacent to another sand & gravel site to

the west. There are substantial setbacks proposed which will provide additional visual mitigation to the surrounding industrial users.

As previously stated, the closest neighbor with the most ambitious plans is the applicant, the Long family. The applicant is best positioned to report that the mitigation measures proposed here, the below grade work and the berms, provides appropriate buffers to the balance of their land and their development of their PAD zoned property.

A.6: The use shall not be detrimental due to disruption of the development character of the adjacent properties. The Sand & Gravel Site will aid in allowing the adjacent property, Copperwing, to develop by creating a financing mechanism without resorting to the public purse or crippling private debt. This allows development to occur on a "pay as you go" basis within the private sector. The development of the Planned Area Development adjacent to the Airport will transform this area from the heavy industrial uses that now dominate to a cleaner, more productive economic engine. The Sand & Gravel Site is the key to opening that door of economic opportunity.

B: The use is consistent with the General Plan. The General Plan designates the Sand & Gravel Site for Business Park. Although the Sand & Gravel Site is more of a Heavy Industry, its operation is temporary. Through reclamation the Owner will require on the site, this operation will speed up future construction of light industrial and office uses on the overall property west of the Airport within the designated Western Growth Area.

The General Plan encourages uses that support the nearby Luke Air Force and Airport operation and uses which do not require extension of municipal services into the western portions of the City Planning Area. The Sand & Gravel Site is a use which has a low employee density. Low employee density uses make a good fit near airports for safety reasons. The operation will require no extension of municipal services. Temporary electrical power needs are available by nearby power lines. Water is available via a well on the Owner's property and portable storage. Wastewater needs will be minimal due to the low employment density at the site compared to other types of non-residential uses.

STATEMENT OF EXPLANATION

Overview of Facility Location and Phasing

The Sand & Gravel Site will comprise approximately 99.3 acres. The Sand & Gravel Site will be the limits of the proposed Special Use District Overlay and will occupy the southern portion of the overall site (see **Exhibit D**). The intent is to use the most remote part of the Owner's overall property. The facility will include phasing of the mining pit areas. As explained above, the Long family intends to use the balance of the overall property for the Copperwing industrial airpark, and the City already approved that Planned Area Development.

The north and east perimeters of the Sand & Gravel Site will be bermed to a minimum height of ten feet from existing grade. Mining areas will have an estimated pit depth of 50 feet, with the approximate top ten feet of soil and topsoil (collectively the "overburden") stripped and stored on site as part of the minimum ten foot high berms used to screen the mining area.

Only mining areas in active use will be excavated, while those already mined will be restored for later reuse as a future part of the Copperwing project on the Owner's property. Active use includes land disturbance associated with the start of a new mining area phase and the closing of a prior mining area phase. Reclamation of sand and gravel pits is a normal part of doing business for the sand and gravel industry, although in this case the reclamation will be phased more narrowly to allow the Long family to expand incrementally, while simultaneously reducing the impact of the active mine.

Buffering

Several aspects of the site will buffer the proposed mining and processing from neighboring uses. This includes providing large setbacks, creating a perimeter earth berm, and locating structures, with the exception of a one story scale house, in the bottom of the excavated pit.

The proposal includes a large setback from the outside boundary of the mining area to the property boundary of the adjacent uses. This is particularly evident on the setback from Glendale Avenue at over 2,000 feet. Glendale Avenue is the main roadway servicing this area. Access to and from the Sand & Gravel Site will occur only off 115th Avenue. The mining area will be separated from the Airport and City Water Treatment Reclamation Facility by the existing 460-foot wide power line easement. This setback is further increased by the circumstance that Glen Harbor Boulevard, the access road into the Airport, runs along the west property line of the Airport. Glen Harbor Boulevard has a setback of some 30 feet or more from the Long property. The Sand & Gravel Site will maintain a setback of 50 feet from 115th Avenue to the west. This smaller setback is appropriate given the Gravel Resources sand and gravel operation that runs along the other side of 115th Avenue the full length of the Sand & Gravel Site and up to Glendale Avenue. No activity associated with the day-to-day operation of the Sand & Gravel Site will occur within the 2,000-foot and 460-foot setback areas.

In addition to the large setbacks, the Operator will construct an earthen berm along the north and east/southeast perimeter of the mining area to remain throughout excavation. This berm will have an approximate height of ten feet. The height of the berm together with the large setbacks to the nearest public access ways will adequately screen truck and other activity within the mining area.

In addition to the berm, the Operator will only perform batch and washing operations some 53 feet below the bermed pit. This will eliminate the impact of tall structures and equipment at the Sand & Gravel Site. These eliminated tall structures will

be replaced by “low profile” equipment that will be lower than berm height. After the first mining cell all stock piles of material will be stored within the pit, and not visible from adjoining properties. The Sand & Gravel Site will include the necessary equipment to excavate and mine. This will require a variety of equipment to dig, drill, rip, blade, and move the soil. It will be possible to locate much of this equipment within the mining area. Other equipment like pick-up trucks and watering trucks will remain at grade located behind the earth berm. Also at grade, the Sand & Gravel Site will include a construction trailer and area to weigh vehicles. Heights will not exceed 30 feet. This is well under the allowable 60-foot height of the Western Area General Plan (see **Exhibit E**). Also, it poses no obstruction to impair flight safety or decrease the operational capability of the Airport since approximately 120-foot tall high-voltage electric transmission lines currently exist between the Sand & Gravel Site and the Airport. The low height will mitigate visual impact of the Sand & Gravel Site in addition to the generous buffering by the setback of 2,000 feet.

Facility Operations

The typical equipment and activity at a sand and gravel operation requires excavating/drilling equipment to get the material out of the ground, loading equipment to transfer the material short distances, hauling devices to move the material longer distances and processing equipment to prepare the material in a form suitable for its use as aggregate and storage in stockpiles. Processing generally involves preparing the material to a particular particle size or shape through crushing and grinding. A common processing operation associated with sand and gravel operations is a batch plant for the production of concrete. Most of the above-grade equipment at a sand and gravel operation relates to processing. This processing, as aforementioned, will take place in the pit after Phase 1 excavation is complete. Stockpiling of material may occur during the preparation of the initial mining for phase one and throughout the mining operation for activities including reclamation. The process of excavating is a similar activity to the excavation of below-grade parking structures and other foundation work for commercial and residential projects which can reach depths of, or greater than, 50 feet. The sand and gravel operation follows similar mandatory safety and operation requirements as other construction sites, with the added rules and regulations of the State Department of Mines and Mineral Resources and the Federal Mine Safety and Health Administration.

Phasing

The mining area will be broken into five phases of approximately 20 acres each (see **Exhibit F**). The estimated total volume of mining material for the Sand & Gravel Site is 6,680,000 cubic yards and an average of 1,312,000 cubic yards for each phase. The Sand & Gravel mining operation will not exceed fifteen years for all phases, pursuant to the terms imposed by the owner and applicant, which requires the land for the continued development of the Copperwing project. As the Operator prepares to open a phase and close another phase, it will be necessary for continuous mining and filling between these designated phases. However, the area of disturbance will not exceed 39 +/- acres at any one time.

The start of mining of a new phase will occur concurrently with placement of inert backfill of the prior phase. It is critical to note that if concurrent reclamation is not feasible, mining operations will cease until backfill activities are on schedule. In this project reclamation will be a priority equal to mining.

Hours of Operation

The Operator requires the ability to operate the facility at least six days a week and 24 hours a day as customer and project requirements demand. Actual operation times will vary with the season, sales orders, and other factors.

Continuous operations are important for two reasons. First, concrete used in construction will be the primary use for the sand and gravel mined at the Sand & Gravel Site. In the Valley's extreme weather, concrete pours in the summer must take place at night, during the coolest part of the 24 hour day. There will be times that the Operator will need to be operating in response to this physical reality of our climate.

Second, 24 hour operations are most efficient both for the Operator and for the community. In a mining operation, no matter how well managed and planned, the goal is to complete the mining activity as quickly as possible and begin the reclamation process. Operating 24 hours a day allows the mine to be complete much more quickly. In this case, that makes the land available to the Long family more quickly, allowing expansion of the Copperwing business park.

Reclamation

Several circumstances exist to assure reclamation will occur over the area occupied by the Sand & Gravel Site. The City will review and approve the Special Use District Overlay. The State will require a reclamation plan. The Operator will lease the property from the Owner who has insisted on reclamation to allow them to redevelop the site for light industrial and business park uses.

Backfill will be used to reclaim the mining pits. Backfill will be comprised of inert material and overburden excavated on and off site. Arizona Revised Statutes (A.R.S. 49-701.15.a) define an inert material as a material which is not flammable, will not decompose, and will not leach substances in concentrations above prescribed standards. Inert material used at the site will meet or exceed these minimum guidelines. For outside suppliers of backfill material, the Operator will require the supplier to complete a materials survey, to provide geotechnical and analytical test results of the material, to allow the Operator's trained personnel to review the survey and test results, and to require a visual inspection of the material prior to accepting it for backfill. The Operator will maintain associated records. Appropriate protocols will occur to ensure the backfill and final reclamation for each phase is safe for future commercial/industrial development. Below are some of these protocols that will assure no subsidence in the reclaimed area.

- Backfill material will occur in moisture-conditioned and compact lifts or layers.
- The larger sized particles between 12 to 24 inches in height will not occur in consecutive layers.
- Sand-sized soil will be placed over the layers with larger particles to fill any potential voids.
- Layers will have a relative minimum compaction of 95 percent.

Roadways within the Sand & Gravel Site used to excavate and process the mined material will be ripped and scarified to match surface drainage patterns of surrounding reclaimed land. This reclamation of compacted road surfaces will eliminate the concentrated and erosive flow patterns associated with typical road runoff. The uneven and loosened surfaces created by re-contouring, scarifying, and ripping will facilitate infiltration and generate relatively non-erosive sheet flow under heavy precipitation events.

Noise

The standard unit of measurement of the loudness of sound is the decibel (dBA). The decibel measurement is logarithmic; meaning each increase in one decibel is a tenfold increase in the level of noise. Typically, the quietest environmental conditions (extreme rural areas with extensive shielding) yield sound levels of approximately 20 dBA. Normal speech has a sound level of approximately 60 dBA. Sound levels above 120 dBA roughly correspond to the threshold of pain and would be associated with sources such as jet engine noise. The minimum change in sound level that the human ear can detect is approximately 3 dBA. A change in sound level of 10 dBA is usually perceived by the average person as a doubling (or halving) of the sound's loudness. The standard reference distance for sound levels at the source is 50 feet. The standard reduction for noise over distance ranges between 3 to 6 dBA per doubling of distance from the source depending on factors like topography and weather, among others.

A sand and gravel operation creates noise during extraction, hauling, and processing activities. These noise levels are similar to many activities found at the nearby Airport, Luke Air Force Base, City landfill, and other industrial and construction sites within the City. At a distance of 50 feet, the following activities have the respective decibel levels. Large 18 wheel trucks and vehicle movements backing up and slamming doors generate a maximum noise level of 86 dBA. Trash pickup and compacting have noise levels ranging from 80 to 85 dBA associated with raising, lowering and compacting operations. Earth moving and impact equipment like front end loaders, jack hammers, and rock drills have a noise level between 70 to 100 dBA.

Noise from the Sand & Gravel Site will pose no nuisance due to the large setback from nearby uses, the noise attenuation of the proposed perimeter berms, the existing ambient noise in the area, and the acceptable levels of noise in the City Code. With the existing 460-foot wide power line easement separating the Airport and City

Water Treatment Reclamation Facility, and the setback of 2000 feet to Glendale Avenue, this distance alone will reduce noise levels nine to 40 times from the point of origin. A high end noise at 100 dBA will degrade to 46 to 73 dBA at a setback of 460 feet and will not be perceivable at a setback of 2,000 feet. Much like the sound attenuation walls along the freeway, the ten-foot high perimeter berm will mitigate the level of noise someone may hear off the property by absorbing sound. The Federal Highway Administration estimates earth berms can provide noise attenuation up to 15 dBA. The proposed perimeter earth berm will lower the highest noise levels to approximately 60 dBA. The existing ambient level of noise in the area is already at high levels due to the operation of the adjoining sand and gravel operator and the known yearly average decibel contour from the Airport over the Sand & Gravel Site of at least 55 dBA. The City Code includes limitations limiting activities 500 feet or closer to residential uses. As noted previously, the Sand & Gravel Site is one-half a mile or more from the nearest residential home, at least five times the City Code distance of 500 feet.

Scale/Height

The nature of mining is predominately a below-grade activity. The height of equipment is predominately less than ten feet. As previously noted, heights will not exceed 30 feet. The limited pieces of equipment above ten feet will not exceed a typical two-story building. These heights are comparable to heights found at the adjoining Airport and other nearby heavy industrial uses. The height of the equipment at the Sand & Gravel Site will not interfere with visibility of the air traffic control tower. The equipment will fall below the elevation of the floor of the tower which measures 45 feet in height from grade. Also, the Sand & Gravel Site naturally sits at an elevation up to ten feet lower than the tower. Another circumstance which supports the proposed heights at the Sand & Gravel Site is the operating procedure by the Airport of a traffic pattern to avoid the approximately 120-foot tall high-voltage power lines located along Glen Harbor Boulevard and to prevent civilian aircraft from overflying Luke Air Force Base. This operating procedure results in moving air traffic to the east, away from the Sand & Gravel Site. The City Western Area Plan supports a maximum height of 60 feet on the Long property. The scale of the mining operation is at a size far less than the adjoining sand and gravel operator to the west and the landfill to the north. According to the Arizona Department of Environmental Quality Master Facility Plan for the City landfill, it can reach an eventual elevation of 1185.77 feet. This is approximately 130 feet above Glendale Avenue. The large setback from neighboring uses and the buffering of the Sand & Gravel Site mentioned above will further the compatibility related to its scale and height.

Light Emission

The use of flood light and other lighting devices will be necessary during non-daylight hours. All lighting and material used at the facility will not impair visibility or otherwise interfere with operating aircraft by direct or indirect light emissions. All lighting will be directed downward and shielded.

Air Quality

Air quality is an increasing concern within the Valley. For sand and gravel operators, air emissions are from drilling, crushing, conveying, screening, and stockpiling materials. Control of dust from this source is through wet dust suppression, dry dust collection techniques or a combination of the two. Fugitive dust is generated from haul roads, and is typically caused by natural occurrences like wind in addition to mining activities like truck hauling. For sand and gravel mining operations, fugitive dust typically is the largest contributor to overall dust at a site. The Operator will control fugitive dust by a variety of means. These may include any combination of spraying the ground by water trucks, windbreaks from the perimeter earth berm, enforcement of on-site speed limits, strategic placement of stockpiles, and the use of protective vegetative cover in open areas. The Operator will secure an applicable Maricopa County and/or Arizona Department of Environmental Quality (ADEQ) Air Quality Permit prior to operation.

Traffic

115th Avenue is the sole point of ingress and egress to the proposed facility. 115th Avenue already provides access to the active sand and gravel operation south of Glendale Avenue west from the proposed Sand & Gravel Site. South of Glendale Avenue, 115th Avenue is a County road. The applicant expects 115th Avenue to remain a County road prior to the development of Copperwing. Thus, there are no plans to annex the County portion of 115th Avenue into the City as part of this SUD proposal.

At Glendale Avenue, 115th Avenue is already signalized. The signal primarily serves the City landfill north of Glendale Avenue and the public employee training facility. The facility will require no access driveways onto Glendale Avenue or Glen Harbor Boulevard. The signalized intersection of 115th Avenue and Glendale Avenue will continue to operate efficiently with the addition of the Sand & Gravel Site. Glendale Avenue is currently designed with two travel lanes in each direction and a center turning lane. The center turning lane provides ample stacking capacity for vehicles entering the sand and gravel operations from the east and vehicles entering the landfill from the west. The dual lanes in each direction on Glendale Avenue provide a safe passing lane from traffic entering the landfill from the east and entering the sand and gravel operations from the west.

The development of this project will result in some improvement obligations for the applicant. First, the applicant will pay for its one quarter share of the existing

signalization at 115th Avenue as part of the development of this SUD project. Second, the applicant will also pave the south leg of the intersection of 115th Avenue and Glendale Avenue and will cooperate with the City with respect to the installation of loop detectors. Finally, the applicant will ensure adequate fire access from Glendale Avenue down 115th Avenue, including a compliant turnaround space for fire and emergency vehicles at the end of 115th Avenue.

The Operator expects to employ five to ten employees on site, with a varying number of truck drivers on site at any one time. Estimated traffic associated with the Sand & Gravel operation is an average of 74 trips per day. This amount of traffic for a sand and gravel operation is low compared to trip generations for airports, light industrial and commercial uses. According to the Institute of Traffic Engineers, heavy industrial uses generate an average of 0.82 trips per employee. This average 74 daily trips per day is far less than the nearby general aviation airport and typical commercial uses.

FAA Regulations

Title 14 of the Code of Federal Regulations (14 CRF) Part 77 requires that the FAA promote air safety and provide an efficient use of navigable airspace. To accomplish these objectives, all proposed construction which could potentially affect airspace must file a Notice of Proposed Construction (FAA Form 7460-1) with the FAA.

Letters of Determination were issued by the FAA in 2009 with respect to a prior application for a similar use on the property. Copies of these approvals are attached as **Exhibit G**. We have recently filed updated Form 7460 forms with the FAA as part of the zoning application, and anticipate an approval prior to Planning Commission consideration.

Glendale Airport operates with an unusual flight pattern, designed to protect the viability of Luke AFB to the west. All traffic into and out of the Glendale Airport is to turn east. Thus, there is no flight activity over the subject Property. In addition, because of the presence of 120 foot tall electrical lines, it would be dangerous for Glendale Airport flights to turn west toward the subject.

The proposed Sand & Gravel operation will have heights lower than adjacent users which will not impact the navigable airspace. The proposed 30 feet at grade scale house will be the tallest structure on property, with the remaining buildings and equipment all located below grade.

The proposed Sand & Gravel operation will not attract wildlife. Currently, the Gravel Resources operation on the west side of 115th Avenue has open ponds with standing water in them. Apparently, despite the open water, these ponds do not attract birds or other wildlife, and have had no impact on Airport operations. By contrast, the applicant's proposed operations will not have standing water ponds. Water will be used

or recycled, not held in the open. Thus, regardless of the experience next door, there will be no risk of wildlife gathering at the subject property.

Water

The applicant will not require potable water or effluent for the Sand & Gravel operation. (The nearest potable line is in Glen Harbor Boulevard.) The applicant anticipates meeting its processing and dust control needs using well water from a well already on site. The applicant will import bottled potable water for the small on-site staff.

It should be noted that there is an existing effluent line in the project vicinity. The applicant will work with the City to properly document the existence of this City infrastructure.

Based on well data from the Arizona Department of Water Resources, the approximate depth of groundwater over the Sand & Gravel Site is at least 100 feet below ground. Groundwater is not expected to be a constraint to the operation in that the excavation will be approximately to a depth of 50 feet.

The Operator will take all appropriate measures as required by law to safely handle fueling and operational-related repairs of vehicles and equipment at the site. These standard measures will be no different than the measures taken at other numerous industrial and commercial sites within the Phoenix metropolitan area. The extent of the fuel and related equipment repairs will be far less intensive than the adjoining Airport aircraft operations, and similar to the sand and gravel operator to the west and the landfill to the north. The limited exposure of such potential pollutants poses no more a risk to water quality than the Airport which is closer to the confluence of the intermittent water course of the Agua Fria and New River.

Water usage at a sand and gravel operation is nominal when compared to most industrial uses. Water will be used to perform critical operations such as drilling and dust control. Issues related to runoff are negligible. The Operator will secure an applicable Storm Water Pollution Prevention Plan (SWPPP) and a Spill Prevention Control and Countermeasures Plan (SPCC) prior to operation.

STATEMENT OF BENEFITS

The primary benefit of the Sand & Gravel Site is the creation of a financing mechanism for development of the Copperwing industrial airpark around the Airport without resort to the public purse or crippling private debt. This allows development to occur on a “pay as you go” basis within the private sector. The development of the Planned Area Development adjacent to the Airport will transform this area from the heavy industrial uses that now dominate to a cleaner, more productive economic engine. The Sand & Gravel Site is the key to opening that door of economic opportunity.

In addition, the Sand & Gravel Site will be beneficial to the City and neighboring uses for the more traditionally expected reasons, such as the availability of source material the mine will produce, the financial savings the mine will afford developers and the City on existing and future construction projects, additional revenue the mine will provide the City, and the new employment opportunities it will offer City residents.

Material from the mine has multiple uses in all types of construction and manufacturing. These uses may include heavy construction, street and highway construction like Loop 303, Northern Parkway, airport expansion, commercial construction like the University of Phoenix stadium area, and residential construction. Manufacturing uses may include industrial cast mold, glass and ceramic, among many other uses the West Glendale Planning Area and the General Plan designate as targets.

The industrial and commercial nature of the West Glendale Planning Area makes the proximity of required commodities like sand and gravel operations a positive economic driver. Because of its heavy weight and high transportation costs, sand and gravel operations are typically near their point of use. The proposed Sand & Gravel Site is at an ideal location to supply product to business and construction customers at reasonable haul costs. It is halfway between Perryville Road and 43rd Avenue, the respective west and east boundary of the City.

Approval of the Special Use District Overlay will provide immediate high paying trade and equipment operator jobs available to City residents. It will also afford the Long family financing to begin development of infrastructure for the Copperwing industrial airpark bringing desired long-term commercial and industrial to the City, at no infrastructure expense to the City.

CONCLUSION

The Long family has planned this proposal and the adjacent Copperwing Planned Area Development in a careful and thoughtful manner. The Sand & Gravel Site is a good fit to the existing and planned uses in the area and consistent with the General Plan. The facility is near similar large scale heavy industrial uses like the Airport, City landfill, and an adjoining sand and gravel operation. The mining area is more than a half mile away from the nearest existing residential uses, posing virtually no nuisance risk. The characteristics of the facility include large setbacks, screening berms, low equipment heights, dust control measures, and relatively low vehicle trips, among the other factors discussed in this narrative which make this facility beneficial to the area. The life expectancy of the mining is estimated at ten to fifteen years along with the reclamation of the mined area back to a restored state for future commercial and industrial development offers economic benefits to the City both today and in the future. For these reasons, we respectfully request your approval of the Special Use District Overlay.

EXHIBIT A

VICINITY MAP

Glendale Airpark PAD/SUD

John F. Long Family Property
Southeast Corner 115th Ave & Glendale Ave

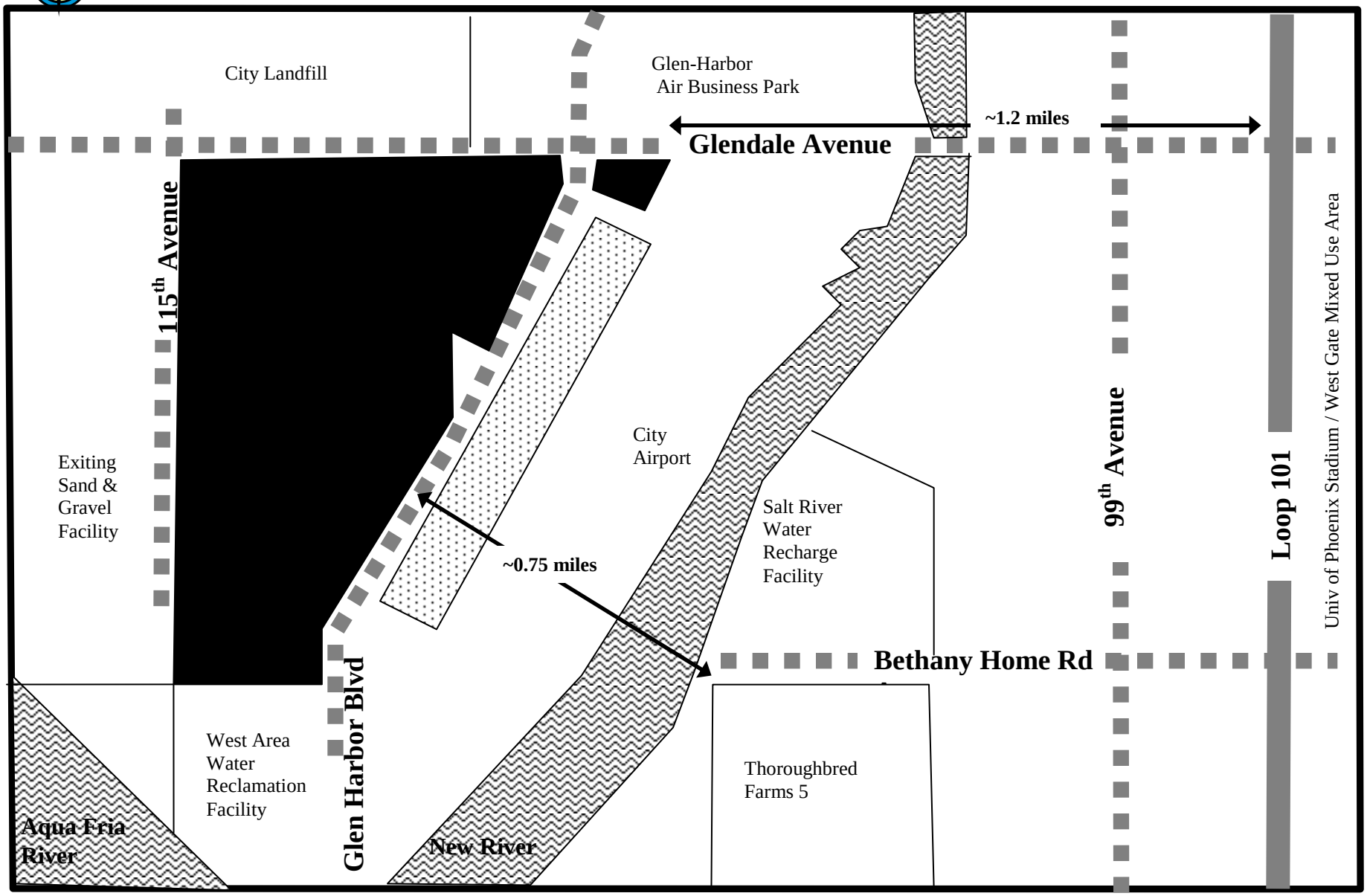
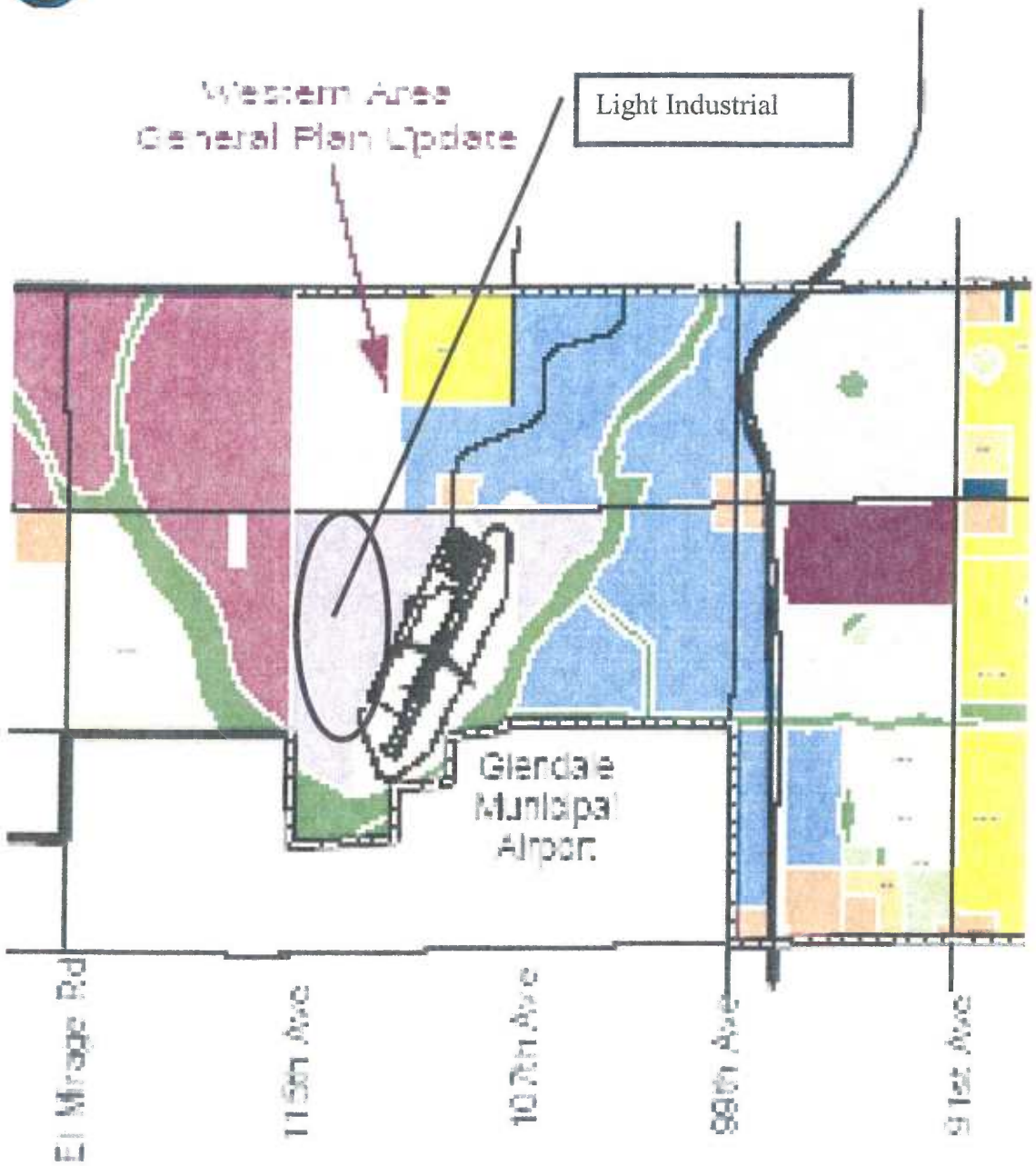


EXHIBIT B

GENERAL PLAN MAP

Glendale Airpark PAD/SUD
John F. Long Family Property
Southeast corner of 115th Ave & Glendale Ave



LAND USE DESIGNATIONS

- Low Density Residential
- Medium Density Residential
- Medium-High Density Residential
- High Density Residential
- Corporate Commerce Center
- Business Park
- Office
- Public Facility
- Institutional
- Planned Commercial
- General Commercial
- Entertainment Mixed Use
- Light Industry
- Heavy Industry
- Education
- Parks and Open Space
- Luke Compatible Land Uses

EXHIBIT C

AERIAL MAP

Glendale Airpark PAD/SUD

John F. Long Family Property
Southeast Corner 115th Ave & Glendale Ave

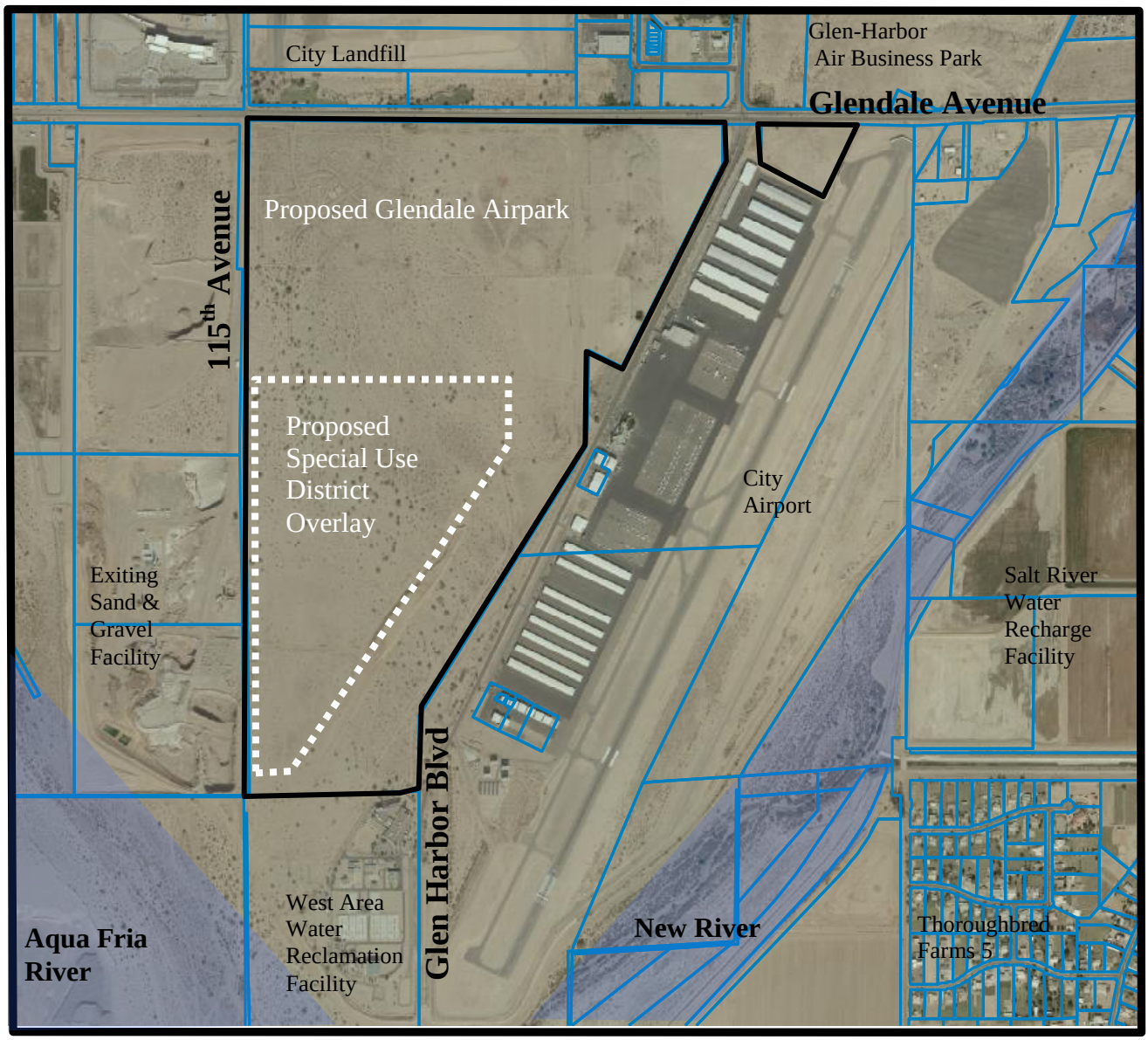


EXHIBIT D

Surrounding Uses

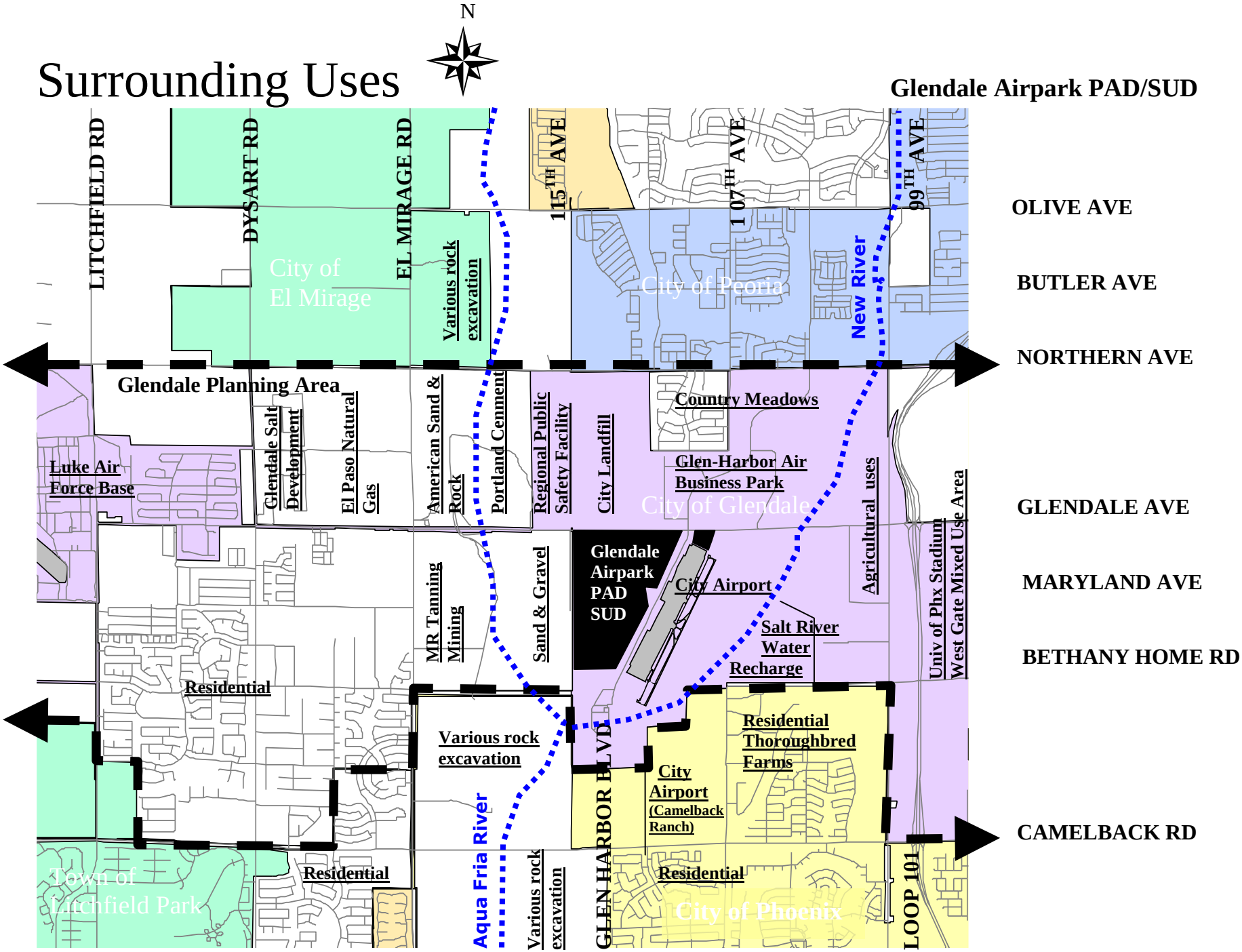
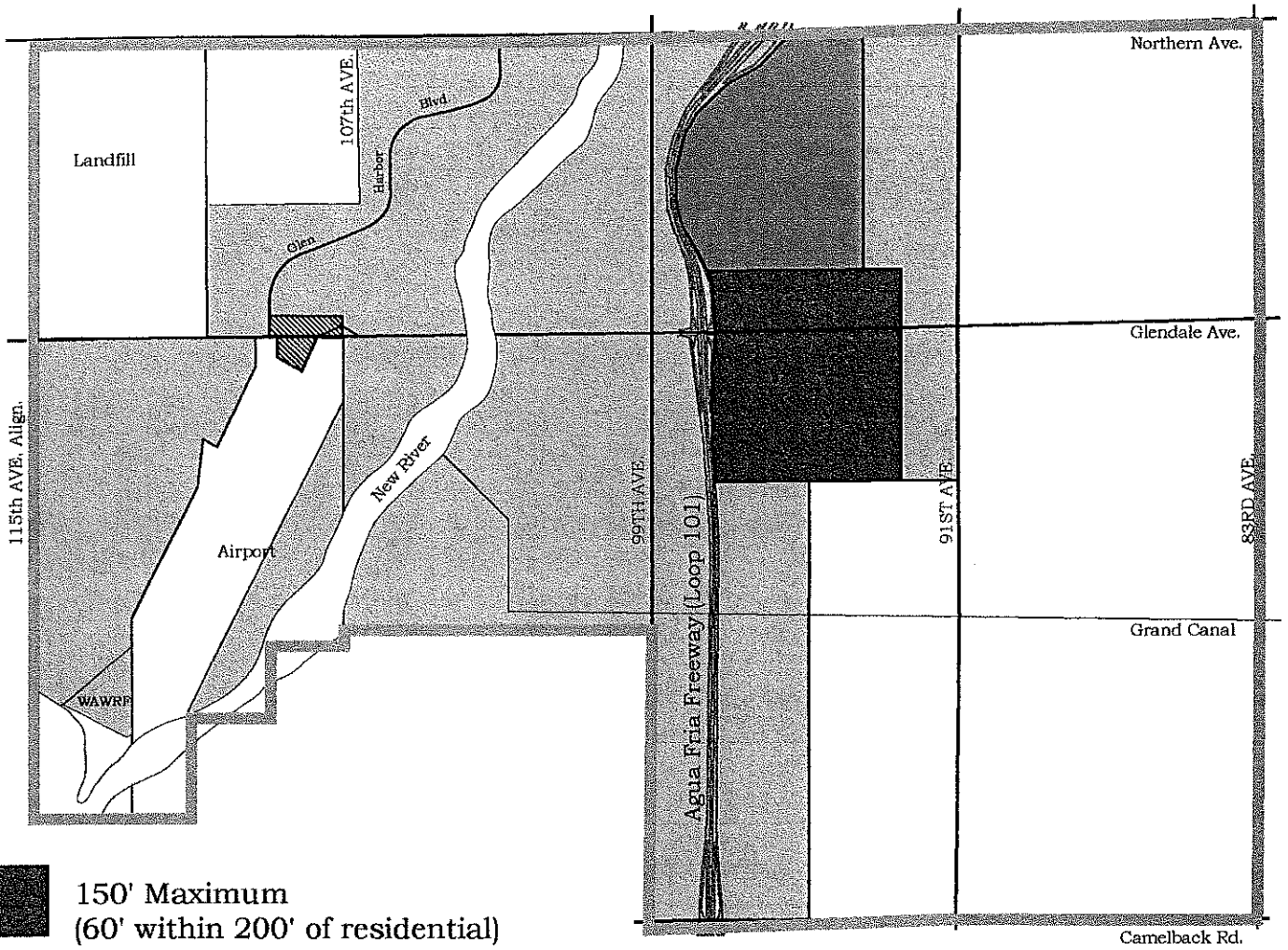


EXHIBIT E



150' Maximum
(60' within 200' of residential)

96' Maximum
(60' within 200' of residential)

60' Maximum
(30' within 200' of residential)

30' Maximum

20' Maximum
(restricted due to air traffic)

Note: The building heights identified on this map apply only to planned commercial and industrial properties within each respective employment center as illustrated on the land use map.The heights of the buildings are further controlled when near residential developments. This control is exercised through the development plan review ordinance.

City Of Glendale
Western Area General Plan Update

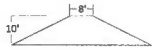
0 1/2 1 Miles

Building Heights
08/01

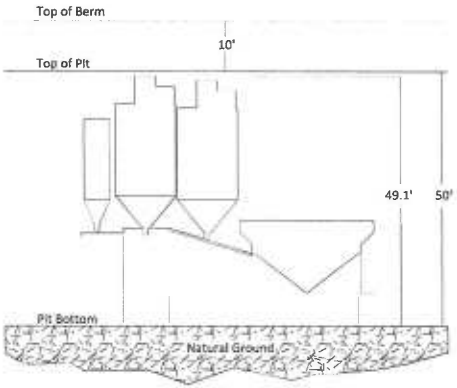
General Plan Map 15

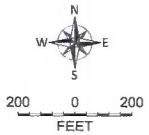
EXHIBIT F

BermTypical Cross-Section



Processing Area Typical Cross-Section





Key

- Approximate Property Boundary
- Mining Phases
- Proposed Berm
- Overburden Phase I Stockpile
- Proposed Access Road

Prepared For:

PHOENIXCEMENT

John F. Long Family Revocable Living Trust U/A Dated 2/26/08 - ZON13-05

Glendale, AZ

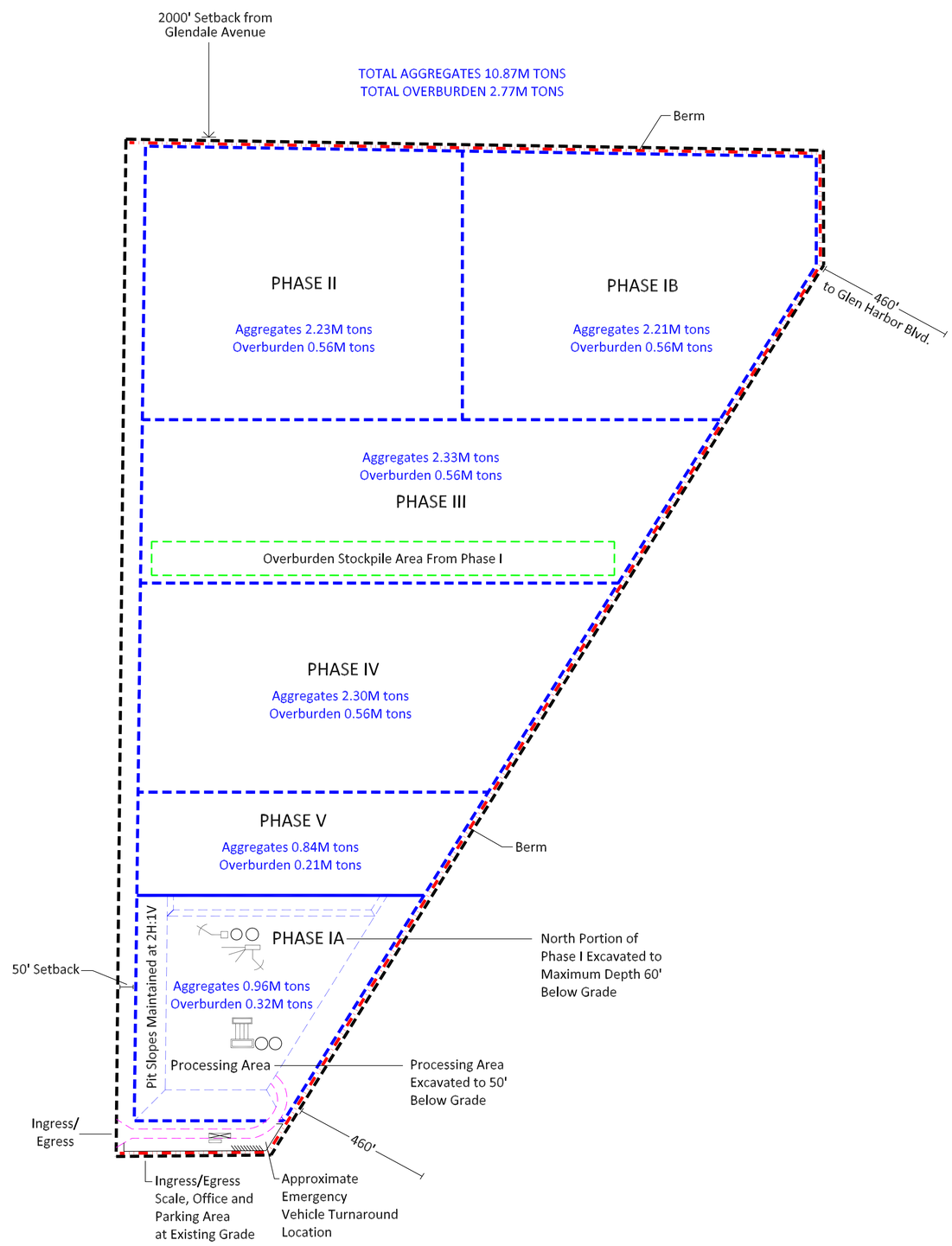
Prepared By:

Map Reference: Landiscor 2010

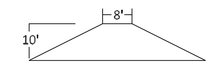
John F Long Proposed Property Layout

Date: 8/12/13

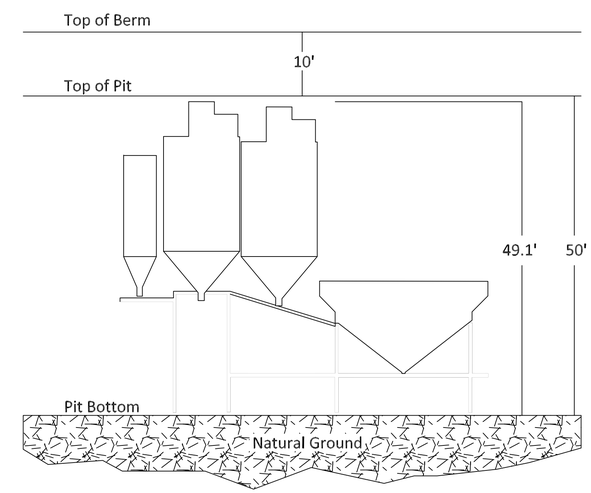
Figure: 1

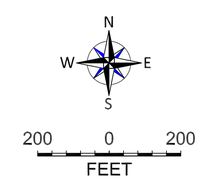


BermTypical Cross-Section



Processing Area Typical Cross-Section





Key

- Approximate Property Boundary
- Mining Phases
- Proposed Berm
- Overburden Phase I Stockpile
- Proposed Access Road

Prepared For:

PHOENIXCEMENT

John F. Long Family Revocable Living Trust U/A Dated 2/26/08 - ZON13-05

Glendale, AZ

Prepared By:

GAULT GROUP LLC

John F Long Proposed Property Layout

Date: 8/12/13

Figure: 2

Glendale Airpark Special Use District Overlay (S.U.D.)
Legal Description

A Parcel of land located within the northwest and southwest quarters of Section 7, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southwest corner of Section 7;

Thence N00°30'02"E 2,642.17 feet, along the West line of the southwest quarter of said Section 7, to the West quarter corner thereof;

Thence continuing N00°30'02"E 377.77 feet, along the West line of the northwest quarter of said Section 7, to a point;

Thence leaving said West line, S89°30'12"E 2,243.60 feet, to a point;

Thence S01°00'04"W 192.65 feet, to a point;

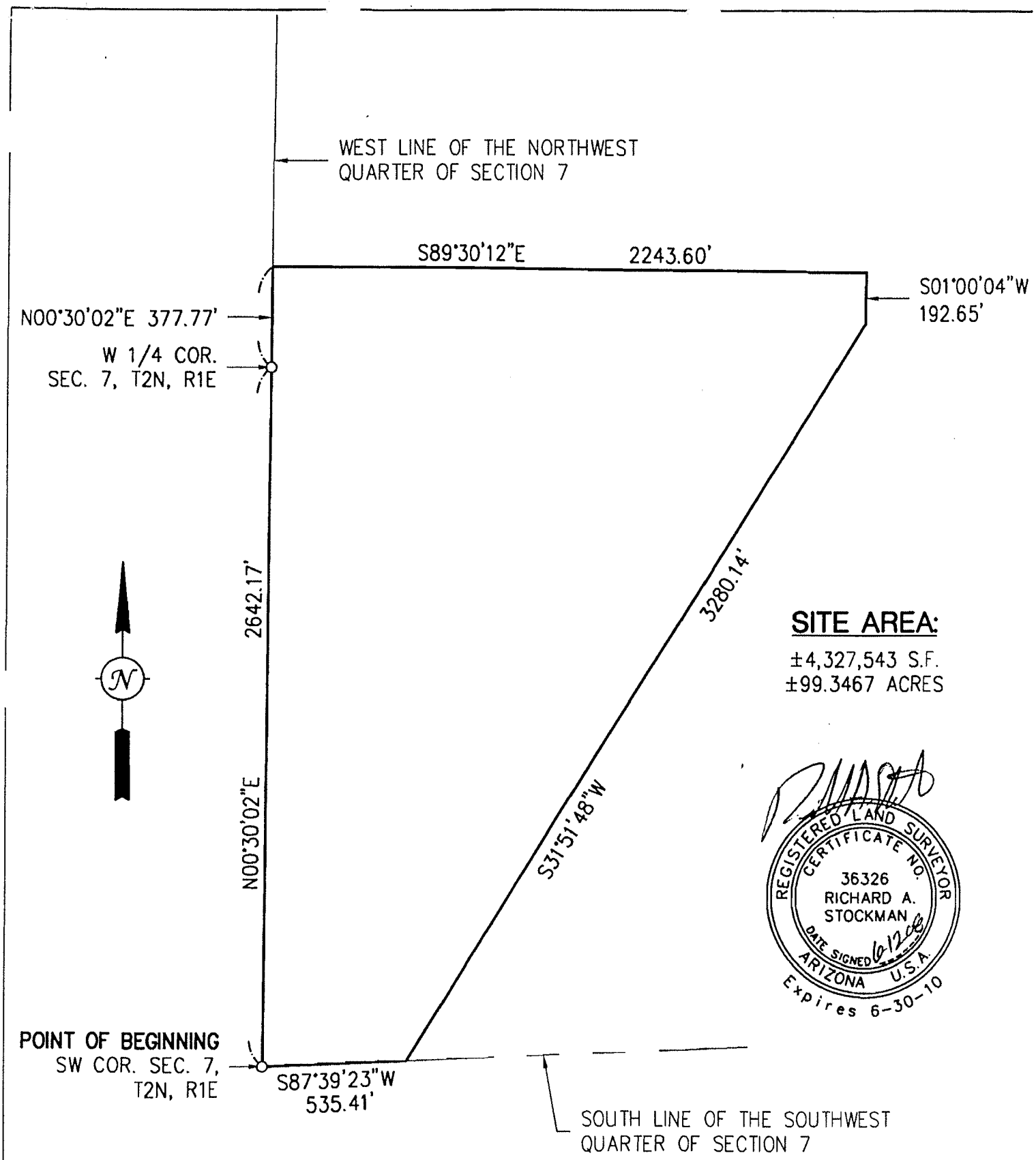
Thence S31°51'48"W 3,280.14 feet, to a point on the South line of the southwest quarter of said Section 7;

Thence S87°39'23"W 535.41 feet, along said South line, to the **Point of Beginning**.

Described parcel contains ±4,327,543 square feet or ±99.3467 acres, more or less.

See attached exhibit "A".

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36326
RICHARD A
STOCKMAN
Date Signed 6-17-09
ARIZONA U.S.A.
Expires 6-30-10

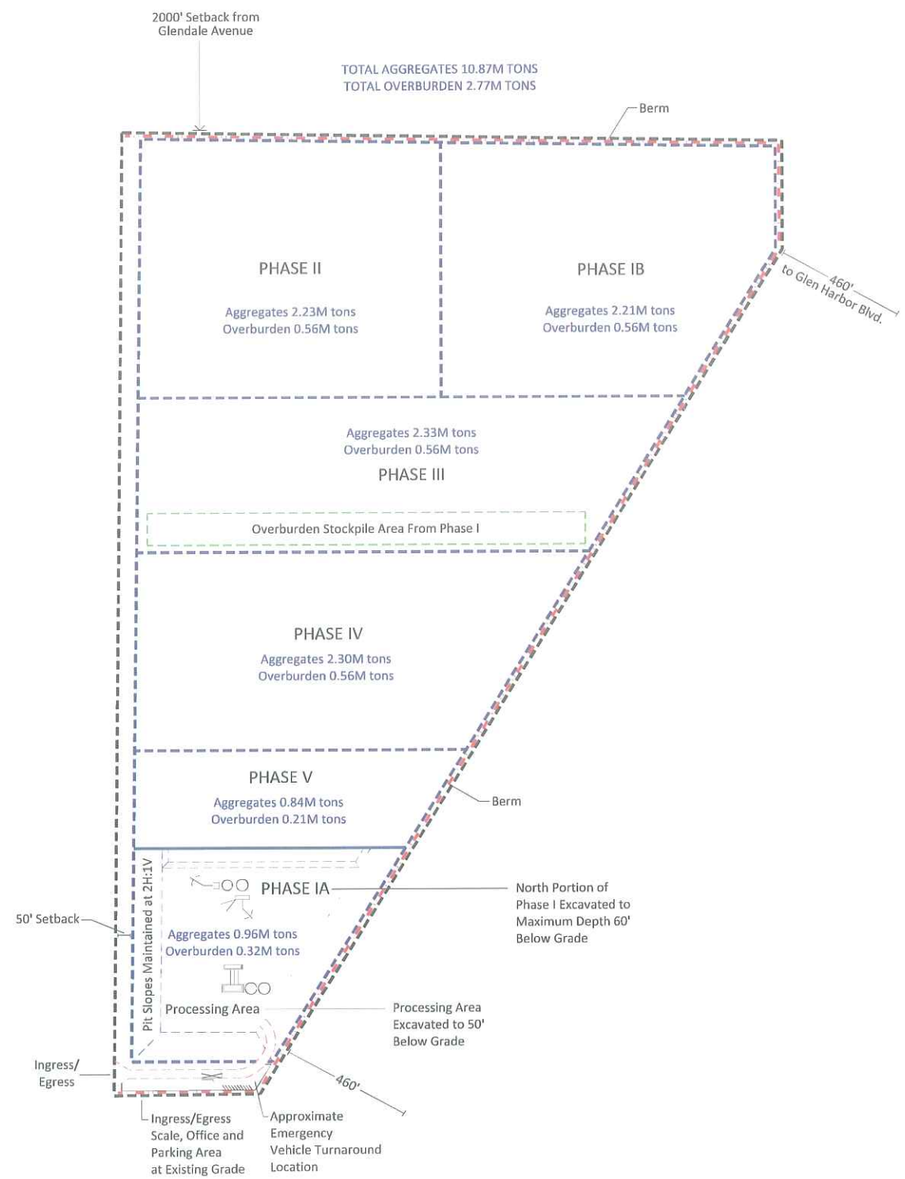


W R G
DESIGN INC.
9977 N. 90th Street Suite 4350 Scottsdale, AZ 85258
Tel. 602.977.8000 Fax. 602.977.8099
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

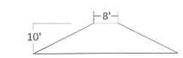
EXHIBIT "A"

GLENDALE AIRPORT BUSINESS PARK
GLENDALE, ARIZONA

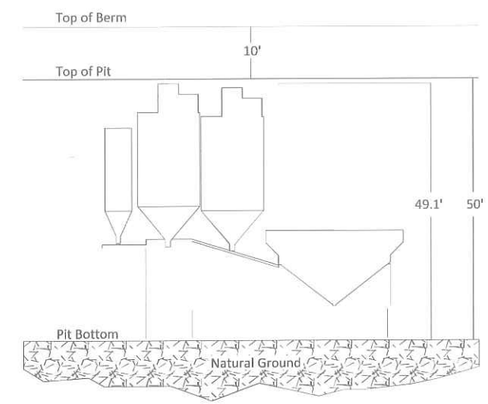
PROJECT NO. 6421ALT
DATE: 06/12/2008
BY: BK2
SCALE: 1" = 500'
SHEET NO. 1 OF 1

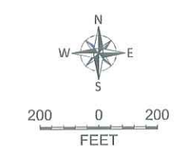


BermTypical Cross-Section



Processing Area Typical Cross-Section





Key

- Approximate Property Boundary
- Mining Phases
- Proposed Berm
- Overburden Phase I Stockpile
- Proposed Access Road

CITY OF GLENDALE
PLANNING DEPARTMEN

Prepared For:

PHOENIXCEMENT

John F. Long Family Revocable Living Trust U/A Dated 2/26/08 - ZON13-05
Glendale, AZ

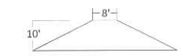
Prepared By:

GAULT GROUP LLC

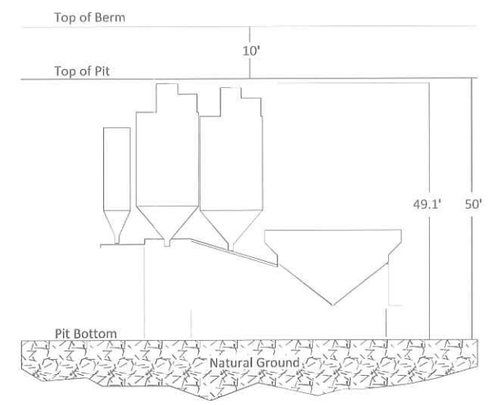
John F Long Proposed Property Layout

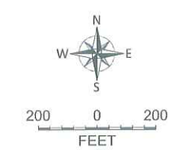
Date: 8/12/13 | Figure: 2

BermTypical Cross-Section



Processing Area Typical Cross-Section





Key

- Approximate Property Boundary
- Mining Phases
- Proposed Berm
- Overburden Phase I Stockpile
- Proposed Access Road

CITY OF GLENDALE
PLANNING DEPARTMENT

Prepared For:

PHOENIXCEMENT

John F. Long Family Revocable Living Trust U/A Dated 2/26/08 - ZON13-05
Glendale, AZ

Prepared By:

GAULT GROUP LLC

Map Reference: Landiscor 2010

John F Long Proposed Property Layout

Date: 8/12/13

Figure: 1

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AWP-5564-OE

Issued Date: 11/04/2013

James J. Miller
John F. Long Properties LLLP
5035 W. Camelback Rd.
Phoenix, AZ 85031

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Quarry - A
Location:	Glendale, AZ
Latitude:	33-31-51.46N NAD 83
Longitude:	112-18-24.96W
Heights:	1049 feet site elevation (SE)
	10 feet above ground level (AGL)
	1059 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 05/04/2015 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (425) 227-2791. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AWP-5564-OE.

Signature Control No: 197550719-200984737 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AWP-5565-OE

Issued Date: 11/04/2013

James J. Miller
John F. Long Properties LLLP
5035 W. Camelback Rd.
Phoenix, AZ 85031

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Quarry - B
Location:	Glendale, AZ
Latitude:	33-31-51.11N NAD 83
Longitude:	112-17-58.32W
Heights:	1045 feet site elevation (SE)
	10 feet above ground level (AGL)
	1055 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 05/04/2015 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (425) 227-2791. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AWP-5565-OE.

Signature Control No: 197550720-200984741 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AWP-5566-OE

Issued Date: 11/04/2013

James J. Miller
John F. Long Properties LLLP
5035 W. Camelback Rd.
Phoenix, AZ 85031

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Quarry - C
Location:	Glendale, AZ
Latitude:	33-31-47.40N NAD 83
Longitude:	112-17-58.30W
Heights:	1044 feet site elevation (SE) 10 feet above ground level (AGL) 1054 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 05/04/2015 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (425) 227-2791. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AWP-5566-OE.

Signature Control No: 197550721-200984739 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AWP-5567-OE

Issued Date: 11/04/2013

James J. Miller
John F. Long Properties LLLP
5035 W. Camelback Rd.
Phoenix, AZ 85031

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Quarry - D
Location:	Glendale, AZ
Latitude:	33-31-18.82N NAD 83
Longitude:	112-18-19.71W
Heights:	1036 feet site elevation (SE)
	10 feet above ground level (AGL)
	1046 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 05/04/2015 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (425) 227-2791. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AWP-5567-OE.

Signature Control No: 197550722-200984740 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AWP-5568-OE

Issued Date: 11/04/2013

James J. Miller
John F. Long Properties LLLP
5035 W. Camelback Rd.
Phoenix, AZ 85031

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Quarry - E
Location:	Glendale, AZ
Latitude:	33-31-18.79N NAD 83
Longitude:	112-18-25.55W
Heights:	1034 feet site elevation (SE)
	10 feet above ground level (AGL)
	1044 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 05/04/2015 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (425) 227-2791. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AWP-5568-OE.

Signature Control No: 197550723-200984738 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

CITIZEN PARTICIPATION FINAL REPORT

COPPERWING

AT GLENDALE AIRPORT

SPECIAL USE DISTRICT OVERLAY TO ALLOW FOR A SAND & GRAVEL EXCAVATION OPERATION

11401 West Glendale Avenue
Yucca District
Located south of the southeast corner of 115th Avenue and Glendale Avenue

Case No. ZON13-05

Property Owner:
John F. Long Family Revocable Living Trust u/a dated 2/26/08
5035 W Camelback Road
Phoenix, AZ 85031

Prepared by:
Gammage & Burnham
Two North Central Avenue, Floor 15
Phoenix, AZ 85004
Tel: 602-256-4422
Fax: 602-256-4475

Contact: Stephen Anderson

Original CPP Submittal: June 21, 2013
Revised CPP Submittal: July 15, 2013
Final Report: September 4, 2013

APPROVED
OCT 08 2013
City of Glendale
Planning Department
Renizi Cordero

1. Project Description

In accordance with the City of Glendale Citizen Participation Ordinance, this is the Citizen Participation Final Report which identifies the results of the Citizen Participation effort on the Special Use District (SUD) Overlay request for the proposed Copperwing at Glendale Airport to allow a sand & gravel excavation operation.

2. Overview of Citizen Participation Elements

The offices of Gammage & Burnham sent notices of a neighborhood meeting by first class mail on July 16, 2013 to groups and/or individuals that were considered stakeholders of the project, such as residents, property owners, interested parties, and political agencies.

The notification letter mailed on July 16 was sent to 87 persons representing property owners, individuals, agencies, and City representatives. This mailing included notification to all the property owners within 500 feet.

A copy of the letter, mailing list / map and mailing affidavit are all included as part of this summary report.

3. Response to Citizen Participation Efforts

The offices of Gammage & Burnham are aware of only one response from any of the 82 notification letters from the date these letters were mailed out to the date of this report. The limited response was likely due to the isolation of the site from other businesses and residential homes.

One letter of opposition was received by the City of Glendale and forwarded to the Applicant's Representative.

On August 5, 2013 the project team held a neighborhood meeting at the Glendale Airport. The meeting was attended by 8 people – four (4) from the Applicant's team, two (2) from the City, one resident (Joyce Clark) and one person from the media (Caitlin McGlade from *The Arizona Republic*). Stephen Anderson gave a brief presentation summarizing the development proposal and answered questions pertaining to the site plan. Jim Miller, representing the Property Owner, answered questions related to the phasing and the relationship with the Copperwing Business Park to the north. Bruce Dyer from Phoenix Cement answered questions about the excavation operation.

As a follow-up to the neighborhood meeting, *The Arizona Republic* published an article on August 9, 2013.

A copy of the one letter of opposition, the neighborhood meeting sign-in and *The Arizona Republic* article are included as part of this summary report.

4. Community Concerns

As stated above, we have one letter of concern to date. This letter was sent by Joyce Clark. Ms. Clark also attended the August 5 neighborhood meeting to express the same issues addressed in her letter to Staff. Ms. Clark is concerned about dust, noise and visual pollution to the airport, which she does not feel will be mitigated by the below ground operation.

The narrative submitted on August 26 addresses Ms. Clark's concerns. Fugitive dust will be controlled with a combination of ground spraying with water trucks, using windbreaks, enforcing on-site speed limits and fully complying with Maricopa County and Arizona Department of Environmental Quality requirements. Noise will be minimal, will fully comply with the City Code limits because of the substantial setbacks to other users, and will be lower than industrial users in the surrounding area. Finally, the site plan setback from nearby public streets, low profile mining equipment and perimeter berming insures that visual pollution is minimized. There is an existing at-grade sand and gravel operation immediately adjacent to the subject site that has not produced any of the concerns raised in Ms. Clark's letter.

5. Additional Community Notification Elements

Two public notice signs will be posted on site notifying the community of the upcoming hearing schedule. This sign will be updated as needed with any calendar changes. The sign will be posted once the hearing dates are set by Staff and will occur not more than 30 days nor less than 15 days prior to the Planning Commission hearing. A posting affidavit, as well as a photograph of one of the signs will be submitted within 5 business days of the sign posting.

The sign will be not less than 4' x 8' in size and will include a brief description of the request. The sign will also provide contact information for the Applicant's Representative. In the event that calls are received, this Citizen Participation Final Report will be amended and filed with the Planning Department.

The City of Glendale will send notification postcards to all interested parties notifying them of the scheduled hearing dates.

5. Timeline

Notice of Neighborhood Meeting Letter:	July 16, 2013
Neighborhood Meeting:	August 5, 2013

Submittal of Final Citizen Participation Report:	August 29, 2013
Sign Posting:	TBD
Notice Postcards:	TBD
Planning Commission Meeting:	TBD
City Council Hearing:	TBD

Enclosures

GAMMAGE & BURNHAM
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
TWO NORTH CENTRAL AVENUE
15TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

July 16, 2013

Jenifer Corey
(602) 256-4402
jcorey@gblaw.com

NOTICE OF FILING AND NEIGHBORHOOD MEETING

Re: Copperwing at Glendale Airport
Special Use District Overlay Request
City of Glendale Case No. ZON13-05

Dear Neighbor:

The first purpose of this letter is to inform you that this firm on behalf of the property owner, John F. Long Family Revocable Living Trust, filed a Special Use District Overlay (SUD) request for the property located south of the southeast corner of 115th Avenue and Glendale Road adjoining Glendale Municipal Airport. The property is approximately 99 acres and is currently zoned M-1, Light Industrial. Please refer to the enclosed vicinity map. The purpose of the SUD request is to allow an interim mining and excavation use on the property.

The second purpose of this letter is to advise you that we are hosting a **neighborhood meeting** on **Monday, August 5, 2013** at **6:00 p.m.** to discuss the SUD request and proposed use. The neighborhood meeting will take place at the **Airport Conference Room** at **Glendale Municipal Airport** located at **6801 North Glen Harbor Boulevard** in Glendale, Arizona. You are welcome to attend this meeting to learn about the SUD request and the proposed use.

The John F. Long vision for the Copperwing Planned Area Development (PAD) began over 40 years ago when the Long family purchased this site adjoining Glendale Municipal Airport. The objective of the PAD is to provide a master planned development that offers a variety of commercial, office, and light industrial uses, as well as an option for limited live/work uses. This mix of uses will compliment the adjoining uses at the Municipal Airport and the City of Glendale's vision for employment generating uses in the City of Glendale Western Area Plan planning area. Together, these uses will create an economic hub that will service the local business community and foster external economic revenue. The synergy is already in motion on the east side of State Route 101 between Northern Avenue and Camelback Road as an entertainment, retail, and urban residential hub.

This request is for a SUD for 99 acres for an interim mining and excavation use. Existing mining and excavation operations are already in this area due to the ideal soil and location conditions. The nearest residential uses are more than ¾ of a mile away from the boundary of the SUD. This interim operation is a good fit to the existing and planned industrial uses in the area, including Municipal Airport, Glendale Landfill, and similar mining and excavation sites. Mining and excavation facilities provide economic benefits for new jobs, source material in all types of construction and manufacturing, and sales tax revenue.

This SUD will provide a reliable mechanism to finance the installation of necessary infrastructure without coming to the City for support or overwhelming the site with private debt. Unlike the existing operations in the area, the Long family and the operator of the mining and excavation facility propose several ways to further the compatibility of this interim facility on the site. The mining area will be broken into four phases. The perimeter of the SUD will be setback more than 2,000 feet from Glendale Road and approximately 450 feet from Glendale Municipal Airport, respectively. An approximate ten-foot high earth berm will be placed adjacent to the property's perimeter and the Municipal Airport around the mining area. The majority of the processing equipment will be placed into the mining area located below grade to mitigate height. A reclamation plan will be put in place to allow for reuse of the land, which is important for realizing the economic growth around Glendale Municipal Airport.

The SUD will require public hearings before the Glendale Planning Commission and Glendale City Council. The City has not yet scheduled public hearings for the request. You will receive mailing notice of scheduled public hearings at a later time. In addition, signs identifying the applicable public hearing dates and information will be posted on the property prior to the first scheduled public hearing.

This letter is being sent to all owner of properties located within 500 feet of the parcel accommodating the SUD site and additional persons at the request of the City of Glendale Planning Department. We are required to use the Maricopa County Assessor's Tax Parcel Information to create our mailing notification list for owners of property located within the notification area. If you know a neighbor who did not get a notice or if you have sold this property in the interim, please forward this correspondence to the neighbor or current property owner.

I am happy to answer any questions or hear any concerns that you may have regarding the SUD request and proposed use. I can be reached by telephone at (602) 256-4402, or by e-mail at jcorey@gblaw.com. The City of Glendale has assigned this case to Remigio Cordero of their Planning Department staff. He can be reached by telephone at (623) 930-2597, or by e-mail at RCordero@glendaleaz.com should you have any questions regarding the public hearing process.

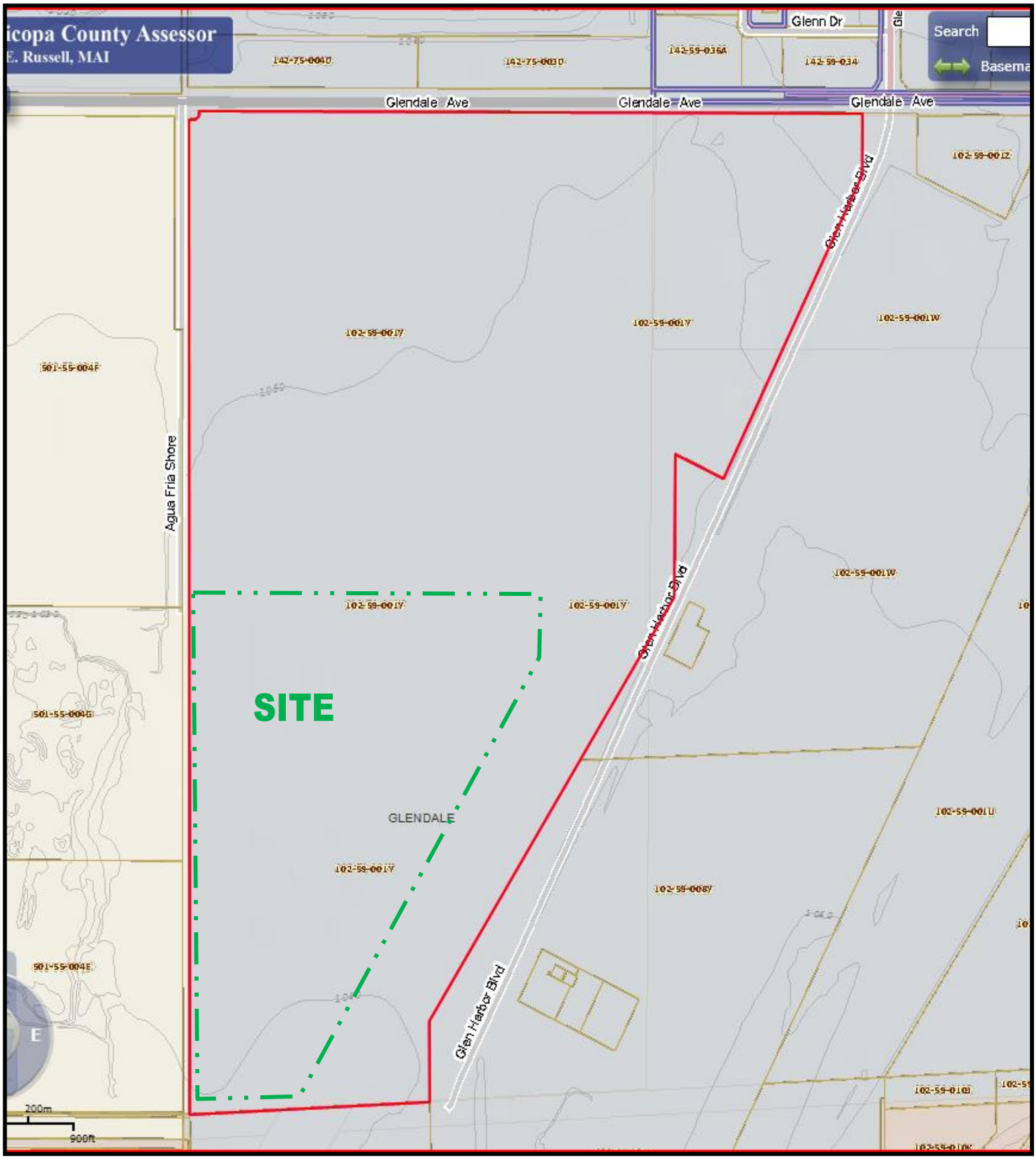
Sincerely,

GAMMAGE & BURNHAM

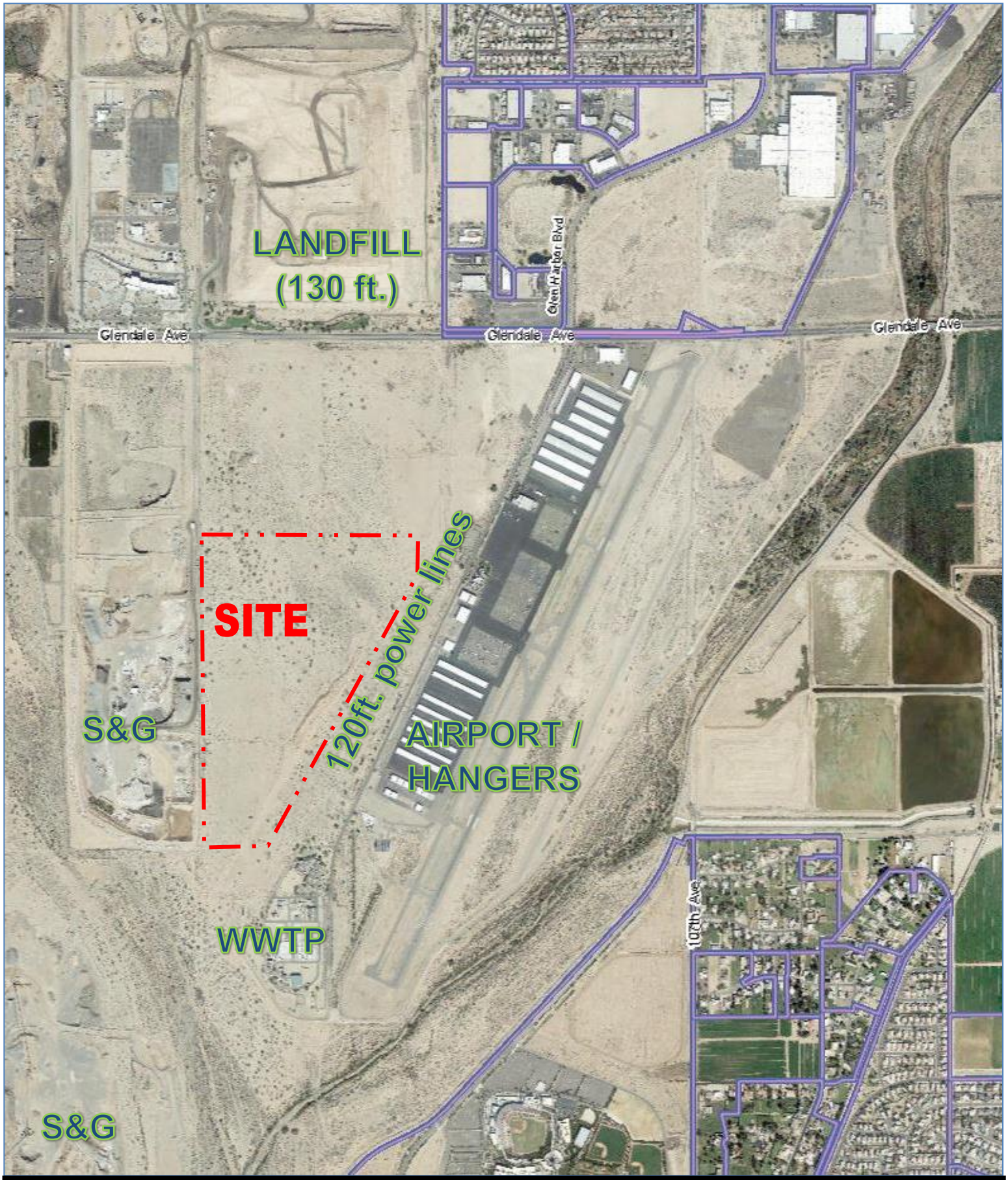
By

Jenifer Corey
Land Use Planner

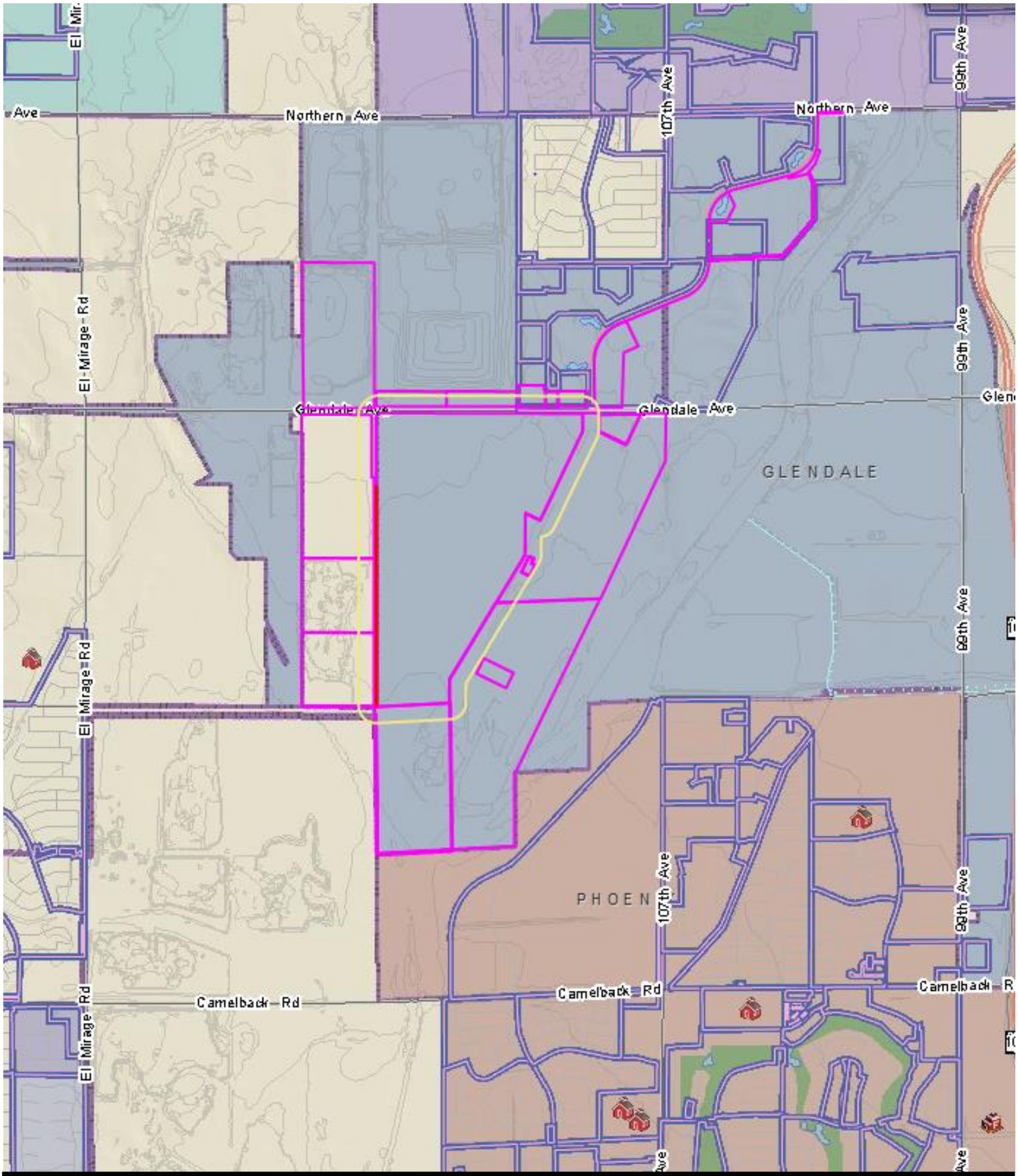
Enclosures



Existing M-1
Proposed Special Use District (SUD)



Existing M-1
Proposed Special Use District (SUD)



500 ft. Notification Area

MAILING NOTIFICATION LIST FOR OWNERS OF PROPERTY LOCATED WITHIN 500 FEET OF MARICOPA COUNTY APN 102-59-001Y					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	APN(s)
JOHN F LONG FAMILY REVOCABLE LIVING TRUST	5035 W CAMELBACK RD	PHOENIX	AZ	85031	10259001K 10259001Z
GLENDALE CITY OF	5850 W GLENDALE AVE	GLENDALE	AZ	85301	10259001W 10259008K 10259008U 10259008Y 14275003C 14275003D 14275004D
CROTHERES JOHN/SHARON L (LEASE)	5850 W GLENDALE AVE	GLENDALE	AZ	85301	10259001X
BIG SKY II LLC	6020 N 62ND PL	PARADISE VALLEY	AZ	85253	10259008Z 10259012
CORPORATE HOLDINGS INC LEASE	6801 N GLEN HARBOR BLVD STE 203	GLENDALE	AZ	85307	10259014
GLENDALE CITY OF LEASE	5850 W GLENDALE AVE	GLENDALE	AZ	85301	50154016
GRAVEL RESOURCES OF AZ	P O BOX 40730	MESA	AZ	85274	50155004B 50155004E 50155004F 50155004G
RIVERS EDGE PROPERTIES LLC	PO BOX 2872	GRAND JUNCTION	CO	81502	14259052
BUSINESS CONDOS 20 LLC	PO BOX 6410	SCOTTSDALE	AZ	85261	14259088
M T S AQUISITIONS L L C	13057 W CENTER RD	OMAHA	NE	68144	14259002C
GLEN HARBOR BUSINESS PARK PROPERTY OWNER	PO BOX 44033	PHOENIX	AZ	85064	14259004C 14259008
DENALI NATIONAL TRUST XIII LLC	7652 E ACOMA DR	SCOTTSDALE	AZ	85260	14259034 14259035
JACK BERG FAMILY LIMITED PARTNERSHIP	873 PASEO FERRELO	SANTA BARBARA	CA	93103	14259036A

MAILING NOTIFICATION LIST FOR OWNERS OF PROPERTY LOCATED W/IN GLENDALE MUNICIPAL AIRPORT MORE THAN 500 FEET FROM PROJECT SITE					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	APN(s)
CV AIR LLC	7000 W BUCKEYE RD	PHOENIX	AZ	85043	10259013
CORPORATE HOLDINGS INC LEASE	6801 N GLEN HARBOR BLVD STE 203	GLENDALE	AZ	85307	10259008X 10259015

MAILING NOTIFICATION LIST FOR CITY OFFICIALS AND STAFF				
CITY OFFICE OR DEPARTMENT AND OFFICIAL OR STAFF	MAILING ADDRESS	CITY	STATE	ZIP CODE
CITY OF GLENDALE, OFFICE OF THE MAYOR ATTN: MAYOR JERRY WEIERS	5850 W GLENDALE AVE	GLENDALE	AZ	85301
CITY OF GLENDALE, CITY COUNCIL OFFICE ATTN: COUNCILMEMBER SAMMY CHAVIRA	5850 W GLENDALE AVE	GLENDALE	AZ	85301
CITY OF GLENDALE, PLANNING DEPARTMENT ATTN: REMIGIO CORDERO, PLANNER	5850 W GLENDALE AVE	GLENDALE	AZ	85301
CITY OF GLENDALE, PLANNING DEPARTMENT ATTN: DIANA FIGUEROA, MANAGEMENT AIDE	5850 W GLENDALE AVE	GLENDALE	AZ	85301
GLENDALE MUNICIPAL AIRPORT ATTN: WALTER FIX, A.A.E., AIRPORT ADMINISTRATOR	6801 N. Glen Harbor Blvd.; Ste. 201	GLENDALE	AZ	85307

CITYWIDE AND YUCCA DISTRICT INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT				
INTERESTED PERSON OR PARTY	MAILING ADDRESS	CITY	STATE	ZIP CODE
KAREN ABORNE	7318 W. GRIFFIN AVE.	GLENDALE	AZ	85303
DOUG ATTIG	6066 N. 84TH DR.	GLENDALE	AZ	85305
BOB BOHART	5603 W. BELMONT	GLENDALE	AZ	85301
ALMON DAVIS	6005 W. MONTE CRISTO	GLENDALE	AZ	85306
MICHAEL SOCACIU	8574 W. BERRIDGE LN.	GLENDALE	AZ	85305
BARBARA FENNEMA	18033 N. 83RD DR.	GLENDALE	AZ	85382
B. GARLAND	5012 N. 64TH DR.	GLENDALE	AZ	85301
DIANE HAND	5349 W. ACAPULCO	GLENDALE	AZ	85306
WILLIAM RAY	7305 W. ANGELA DR.	GLENDALE	AZ	85308
HARRIET AGIUS	7132 W. GROVERS AVE.	GLENDALE	AZ	85308
A.I. BABINEAU	4815 W. COCHISE DR.	GLENDALE	AZ	85302
JOYCE CLARK	8628 W. CAVALIER DR.	GLENDALE	AZ	85305
MIKE DEPINTO	6507 W. SHAW BUTTE DR.	GLENDALE	AZ	85304
ASLEY GENTNER	8700 E. PINNACLE PEAK RD., STE. 225	SCOTTSDALE	AZ	85255
SUSAN FERRELL	4646 W. KRALL ST.	GLENDALE	AZ	85301
MARK GARRATT	7605 N. 72ND AVE.	GLENDALE	AZ	85303
DON TATE	6735 W. ROBIN LN.	GLENDALE	AZ	85310
RON PROTHERO	6316 W. KEIM DR.	GLENDALE	AZ	85301
MARY SMITH	8968 W. CITRUS WAY	GLENDALE	AZ	85305
MAGI SHRECK	10673 W. RANCHO DR.	GLENDALE	AZ	85307
DANIEL STREYLE / VERMILLION IDG	3131 E. CAMELBACK RD., STE. 210	PHOENIX	AZ	85016
DANIEL DREW	4502 W. MORTEN AVE.	GLENDALE	AZ	85301
JUDY FARR	6527 W. HILL LN.	GLENDALE	AZ	85310
JOHN & SUE JONES	18658 N. 78TH DR.	GLENDALE	AZ	85308
DENNIS GERHARD	10613 N. 48TH AVE.	GLENDALE	AZ	85304

CITYWIDE AND YUCCA DISTRICT INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT - CONTD.				
INTERESTED PERSON OR PARTY	MAILING ADDRESS	CITY	STATE	ZIP CODE
TOM TRAW	6024 N. 83RD AVE.	GLENDALE	AZ	85303
ARLINE YZQUIERDO	8525 N. 52ND DR.	GLENDALE	AZ	85302
GEORGIA KNOX	17214 N. 66TH TER.	GLENDALE	AZ	85308
KATHLEEN LEWIS	7456 W. AURORA DR.	GLENDALE	AZ	85308
CARRIE & MITCH MEEK	6563 W. PIUTE AVE.	GLENDALE	AZ	85308
LAURA RAKOCZYNSKI	9403 N. 50TH DR.	GLENDALE	AZ	85302
MEL SMITH	P.O. BOX 12572	GLENDALE	AZ	85318
RICHARD SCHWARTZ	8232 W. MONTEBELLO AVE.	GLENDALE	AZ	85303
SANDRA MENDEZ	5412 W. NORTHVIEW AVE.	GLENDALE	AZ	85301
STEVEN E. FRATE	6135 W. BEVERLY LN.	GLENDALE	AZ	85306
DEBRA KIST	5643 W. MOUNTAIN VIEW RD.	GLENDALE	AZ	85302
CHRISTIAN WILLIAMS / PEORIA UNIFIED SCHOOL DIST.	6330 W. THUNDERBIRD RD.	GLENDALE	AZ	85306
MICKEY LUND	5708 W. ROYAL PALM RD.	GLENDALE	AZ	85302
DAVE TRISH	6773 W. VIA MONTOYA DR.	GLENDALE	AZ	85310
PATTY WYRICK	9626 N. 58TH DFIVE	GLENDALE	AZ	85302
ARIZONA REPUBLIC	6751 N. SUNSET BLVD., #325	GLENDALE	AZ	85305
CATHY CHESHIER	5896 W. DEL LAGO CIR.	GLENDALE	AZ	85308
GARY SHERWOOD	5928 W. PERSHING AVE.	GLENDALE	AZ	85305
HOYT KESTERSON II	7625 W. VILLA RITA DR.,	GLENDALE	AZ	85308
JOHN KOLODZIEJ	6258 N. 88TH LN.	GLENDALE	AZ	85308
TERRY LANE	6103 N. 87TH LN.	GLENDALE	AZ	85305
CHERI MCCLOSKEY	5336 W. BECK LN.	GLENDALE	AZ	85306
BILL NORGREN	8608 W. CAVALIER	GLENDALE	AZ	85305
VALLEY PARTNERHIPS	5110 N. 44TH STR., STE. 200	GLENDALE	AZ	85018
DIANA M. SEGER	6132 W. TOWNLEY AVE.	GLENDALE	AZ	85302
JEFF BLAKE	19210 N. 70TH AVE.	GLENDALE	AZ	85308
ELAINE SCRUGGS	19641 N. 73RD AVE.	GLENDALE	AZ	85308
SUSAN HELLWIG	7615 W. BLUEFIELD AVE.	GLENDALE	AZ	85308
JOHN & PAULINE HEIL	7722 W. JOHN CABOT RD.	GLENDALE	AZ	85308
JAMES & LINDA PETRIE	7537 W. WAGONER ROAD	GLENDALE	AZ	85308

#2773-11
300 FT. NEIGHBORHOOD LIST

	Name	Address	CityStZip	Parcel	Salutation
1.	John F. Long Family Revocable Living Trust	5035 W. Camelback Road	Phoenix, AZ 85031	10259001K	Sir or Madam
2.	City of Glendale	5850 W. Glendale Ave.	Glendale, AZ 85301	10259001W	Sir or Madam
3.	John and Sharon Crotheres (Lease)	5850 W. Glendale Ave.	Glendale, AZ 85301	10259001X	Mr. & Mrs. Crotheres
4.	John F. Long Family Revocable Living Trust	5035 W. Camelback Road	Phoenix, AZ 85031	10259001Y	Sir or Madam
5.	John F. Long Family Revocable Living Trust	5035 W. Camelback Road	Phoenix, AZ 85031	10259001Z	Sir or Madam
6.	City of Glendale	5850 W. Glendale Avenue	Glendale, AZ 85301	10259008K	Sir or Madam
7.	City of Glendale	5850 W. Glendale Avenue	Glendale, AZ 85301	10259008U	Sir or Madam
8.	City of Glendale	5850 W. Glendale Avenue	Glendale, AZ 85301	10259008Y	Sir or Madam
9.	City of Glendale - Lease	5850 W. Glendale Avenue	Glendale, AZ 85301	50154016	Sir or Madam
10.	Gravel Resources of AZ	PO Box 40730	Mesa, AZ 85274	50155004B	Sir or Madam
11.	Gravel Resources of AZ	PO Box 40730	Mesa, AZ 85274	50155004E	Sir or Madam
12.	Gravel Resources of Arizona/Glendale/115 LLC	PO Box 40730	Mesa, AZ 85274	50155004F	Sir or Madam
13.	Gravel Resources of AZ	PO Box 40730	Mesa, AZ 85274	50155004G	Sir or Madam
14.	MTS Aquisitions LLC	13057 W. Center Road	Omaha, NE 68144	14259002C	Sir or Madam
15.	Glen Harbor Business Park Property Owner	PO Box 44033	Phoenix, AZ 85064	14259008	Sir or Madam
16.	Glen Harbor Blvd II LLC	PO Box 2687	Scottsdale, AZ 85252	14259034	Sir or Madam
17.	Glen Harbor Blvd II LLC	PO Box 2687	Scottsdale, AZ 85252	14259035	Sir or Madam
18.	Jack Berg Family Limited Partnership	873 Paseo Ferrelo	Santa Barbara, CA 93103	14259036A	Sir or Madam
19.	City of Glendale	5850 W. Glendale Avenue	Glendale, AZ 85301	14275003D	Sir or Madam
20.	City of Glendale	5850 W. Glendale Avenue	Glendale, AZ 85301	14275004D	Sir or Madam
21.	City of Glendale Neighborhood Partnerships	6829 N. 58TH Dr.	Glendale, AZ 85301		Sir or Madam
22.	Ron Prothero or Current Resident	6316 W. Keim Dr.	Glendale, AZ 85301		Mr. Prothero
23.	Karen Aborne or Current Resident	7318 W. Griffin Ave.	Glendale, AZ 85303		Ms. Aborne
24.	Harriet Agius or Current Resident	7132 W2 Grovers Ave.	Glendale, AZ 85308		Ms. Agius
25.	Rebecca Allen or Current Resident	6128 W. Beverly Lane	Glendale, AZ 85306		Ms. Allen

#2773-11
INTERESTED PARTIES

	Name	Address	CityStZip	Parcel	Salutation
26.	Doug Attig or Current Resident	6066 N. 84TH DR	Glendale, AZ 85305		Mr. Attig
27.	A.1. Babineau or Current Resident	4815 W. Cochise Dr.	Glendale, AZ 85302		Mr. Babineau
28.	Rod Beal or Current Resident	18869 N. 71st Lane	Glendale, AZ 85308		Mr. Beal
29.	Bob Bohart or Current Resident	5603 W. Belmont	Glendale, AZ 85301		Mr. Bohart
30.	Joyce Clark or Current Resident	8628 W. Cavalier Dr.	Glendale, AZ 85305		Ms. Clark
31.	Linda Hall or Current Resident	5646 W. Palo Verde Ave.	Glendale, AZ 85305		Ms. Hall
32.	Almon Davis or Current Resident	6005 W. Monte Cristo Ave.	Glendale, AZ 85306		Mr. Davis
33.	Mike Depinto or Current Resident	6507 W. Shaw Butte Dr.	Glendale, AZ 85304-2414		Mr. Depinto
34.	Daniel Drew or Current Resident	4502 W. Morten Ave.	Glendale, AZ 85301		Mr. Drew
35.	John Edmonson or Current Resident	4618 W. Montebelle Ave.	Glendale, AZ 85301		Mr. Edmonson
36.	Trish Edwards or Current Resident	8626 N. 53rd Ave.	Glendale, AZ 85302		Ms. Edwards
37.	Judy Farr or Current Resident	6527 W. Hill Ln.	Glendale, AZ 85301		Ms. Farr
38.	Barbara Fennema or Current Resident	18033 N. 83rd Dr.	Peoria,AZ 85382		Ms. Fennema
39.	Susan Ferrell or Current Resident	4646 W. Krall St.	Glendale, AZ 85301		Ms. Ferrell
40.	Deborah Flowers or Current Resident	P.O. Box 13322	PHOENIX AZ 85002-3322		Ms. Flowers
41.	B. Garland or Current Resident	5012 N. 64th Dr.	Glendale, AZ 85301		Mr. Garland
42.	Mark Garratt or Current Resident	7605 N. 72nd Ave.	Glendale, AZ 85303		Mr. Garratt
43.	Dennis Gerhard or Current Resident	10613 N. 48th Ave.	Glendale, AZ 85304		Mr. Gerhard

#2773-11
INTERESTED PARTIES

	Name	Address	CityStZip	Parcel	Salutation
44.	Diane Hand or Current Resident	5349 W. Acapulco	Glendale, AZ 85306		Ms. Hand
45.	Chris Hayes or Current Resident	5355 W. Acapulco	Glendale, AZ 85306		Mr. Hayes
46.	John & Sue Jones or Current Resident	18658 N. 78th Dr.	Glendale, AZ 85308		Mr. & Mrs. Jones
47.	Arline Yzquierdo or Current Resident	8525 N. 52nd Dr.	Glendale, AZ 85302		Ms. Yzquierdo
48.	Debra Kist or Current Resident	5643 W. Mountain View Rd.	Glendale, AZ 85302		Ms. Kist
49.	John Kolodziej or Current Resident	6258 N. 88th Ln.	Glendale, AZ 85308		Mr. Kolodziej
50.	Georgia Knox or Current Resident	17214 N. 66th Ter.	Glendale, AZ 85308		Ms. Knox
51.	Ronald & Kay Longcor or Current Resident	8022 W. Montebello Ave.	Glendale, AZ 85303		Mr. & Mrs. Longcor
52.	Terry Lane or Current Resident	6103 N. 87th Ln.	Glendale, AZ 85305-2452		Mr. Lane
53.	Kathleen Lewis or Current Resident	7456 W. Aurora Dr.	Glendale, AZ 85308		Ms. Lewis
54.	Mickey Lund or Current Resident	5708 W. Royal Palm Rd.	Glendale, AZ 85302		Mr. Lund
55.	Cheri McCloskey or Current Resident	5336 W. Beck Ln.	Glendale, AZ 85306		Ms. McCloskey
56.	Carrie & Mitch Meek or Current Resident	6563 W. Piute Ave.	Glendale, AZ 85308		Mr. & Mrs. Meek
57.	Paul Monaghan or Current Resident	5292 W. Lone Cactus	Glendale, AZ 85308		Mr. Monaghan
58.	Bill Norgren or Current Resident	8608 W. Cavalier	Glendale, AZ 85305		Mr. Norgren
59.	NW Valley News or Current Resident	10102 Santa Fe Dr.	Sun City, AZ 85351		Sir or Madam
60.	Rudy Orta or Current Resident	7253 Forest Village Ave.	Las Vegas, NV 89113-4636		Mr. Orta
61.	Valley Partnership or Current Resident	2817 E. Camelback Rd., Ste. 510	Phoenix, AZ 85016-4361		Sir or Madam

#2773-11
INTERESTED PARTIES

	Name	Address	CityStZip	Parcel	Salutation
62.	Laura Rakoczynski or Current Resident	9403 N. 50th Dr.	Glendale, AZ 85302		Ms. Rakoczynski
63.	Arrowhead Ranch Independent or Current Resident	10220 W. Bell Rd., Ste. 116	Sun City, AZ 85351		Sir or Madam
64.	William Ray or Current Resident	7305 W. Angela Dr.	Glendale, AZ 85308		Mr. Ray
65.	Chris Reaka or Current Resident	7536 W. Carole Ln.	Glendale, AZ 85303		Mr. Reaka
66.	The Arizona Republic or Current Resident	17235 N. 75th Ave., Suite A 100	Glendale, AZ 85308		Sir or Madam
67.	Gary Rolf or Current Resident	8247 W. Orange Dr.	Glendale, AZ 85303		Mr. Rolf
68.	Richard Schwartz or Current Resident	8232 W. Montebello Ave.E	Glendale, AZ 85303		Mr. Schwartz
69.	Diana M. Seger or Current Resident	6132 W. Townley Ave.	Glendale, AZ 85302		Ms. Seger
70.	Magi Shreck or Current Resident	10673 W. Rancho Dr.	Glendale, AZ 85307		Ms. Shreck
71.	Mary Smith or Current Resident	8968 W. Citrus Way	Glendale, AZ 85305		Ms. Smith
72.	Mel Smith or Current Resident	P.O. Box 12572	Glendale, AZ 85318		Mr. Smith
73.	Michael Socaciu or Current Resident	8574 W. Berridge Ln.	Glendale, AZ 85305		Mr. Socaciu
74.	Bonnie Steiger or Current Resident	5325 W. Acapulco	Glendale, AZ 85306		Ms. Steiger
75.	Don Tate or Current Resident	6735 W. Robin Ln.	Glendale, AZ 85310		Mr. Tate
76.	Michele Tennyson or Current Resident	22360 N. 59th Ln.	Glendale, AZ 85310		Ms. Tennyson
77.	Susan Tosh or Current Resident	7422 N. 79th Ln.	Glendale, AZ 85303		Ms. Tosh
78.	Tom Traw or Current Resident	6024 N. 83rd Ave.	Glendale, AZ 85303		Mr. Traw
79.	Dave Trish or Current Resident	6773 W. Via Montoya Dr.	Glendale, AZ 85310		Mr. Trish

#2773-11
INTERESTED PARTIES

	Name	Address	CityStZip	Parcel	Salutation
80.	Ronald Vaillancourt or Current Resident	9482 N. 50th Dr.	Glendale, AZ 85302		Mr. Vaillancourt
81.	Claire Waltman or Current Resident	4730 W. Northern Ave., Ste. 2067	Glendale, AZ 85301		Ms. Waltman
82.	Patty Wyrick or Current Resident	9626 N. 58th Dr.	Glendale, AZ 85302		Ms. Wyrick
83.	Glendale City Council Office Councilmember Chavira	5850 W. Glendale Ave.	Glendale, AZ 85301		Councilmember Chavira
84.	City of Glendale Mayor's Office Mayor Weier	5850 W. Glendale Ave.	Glendale, AZ 85301		Mayor Weier
85.	Remigio Cordero Interim Zoning Admiistrator Planning Department	5850 W. Glendale Ave., Suite 212	Glendale, AZ 85301		Mr. Cordero
86.	Diana Figueroa Interim Management Aide Planning Department	5850 W. Glendale Ave., Suite 212	Glendale, AZ 85301		Ms. Figueroa
87.	Glendale Airport Pilot's Association c/o Stan Raskow	8338 W. Fullam	Peoria, AZ 85382		Mr. Raskow
88.	Jenifer F. Corey Gammage & Burnham	2 North Central, 15th Floor	Phoenix, AZ 85004		Ms. Corey

GLENDALE

Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) ZON13-05

Project Name: Copperwing at Glendale Airport

I, Jenifer F. Corey *certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.*

Applicant/Representative Signature: _____

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 16th *day of* July, 2013.

DAWN M MCCOMBS
Notary Public—Arizona
Maricopa County
Expires 11/30/2013

Notary Public

My Commission Expires:

11/30/2013

Joyce V. Clark
8628 W. Cavalier Drive
Glendale, AZ 85305

www.joyceclarkunfiltered.com
for "the rest of the story"

Mr. Jon Froke
Executive Director
Planning Department
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301

Dear Mr. Froke:

I am writing in reference to City of Glendale Case No. ZON13-05. The John F. Long Family Revocable Living Trust has filed an application for a Special Use District Overlay (SUD) for property located at the southeast corner of 115th Avenue and Glendale Avenue. The purpose of the SUD is to allow gravel/rock mining and excavation on the entire 99 acres.
Several years ago when I was serving as the Councilmember representing the Yucca district, site of the proposed application, the applicant met with former Mayor Scruggs and me. At that time we indicated that we would not support the project. The current application has not changed substantially from that original presentation to us.
I remain in opposition to the proposed project for the following reasons:

- There will be substantial environmental pollution in the form of dust that could damage delicate aircraft equipment. The prevailing winds are from a westerly direction and the proposed mining operation is due west of the Glendale Municipal Airport.
- There will be substantial noise pollution from the mining equipment.
- There will be substantial visual pollution for current and potential airport users and visitors.
- These forms of pollution will not be substantially mitigated by a below ground level operation with a 10' berm.

In addition to the above factors to be considered there will be an increase in heavy equipment vehicular traffic that will impact both 115th Avenue and Glendale Avenue. The cost of maintaining these arterials as they are continually used by truck traffic carrying heavy loads will be at a considerable cost to the City of Glendale.

It should also be noted that if approved, mining will occur for a period of 15 years before any development is begun at Copperwing (a city approved Planned Area Development [PAD]). Allowing mining on the entire site of 99 acres for a period of 15 years simply does not allow for any possibility of immediate development of commercial, office and light industrial uses.

Then there are the intangible effects of a mining operation 450 feet (a football field and a half's distance) away and directly across Glen Harbor Boulevard from the airport proper. Glendale's goals for the airport are its economic revitalization with compatible uses sited on the airport proper and surrounding the airport. We have seen the potential of the airport when the city hosted the Super Bowl in 2008 and was host to corporate jet traffic. That potential remains. Unfortunately the national economy and several recent events have not provided the necessary environment to strengthen its economic development. Lately we have seen a resurgence of interest in the airport. A mining operation directly across the street will do nothing to encourage that interest and, in fact, will harm it. In other words, the airport location is inappropriate for a mining operation.

I respectfully ask that you deny the applicant's request. I also request that this letter be copied and forwarded to all Planning Commission members and the City Council when this matter is presented to them. Thank you for your consideration of my request.

Sincerely,

Joyce V. Clark

Developer again pushing for Glendale mining site

By Caitlin McGlade The Republic | azcentral.com Fri Aug 9, 2013 9:32 AM

A West Valley developer is taking a second dig at opening a gravel- and sand-mining site across from the Glendale Municipal Airport.

John F. Long Properties recently requested a zoning permit to mine roughly 100 acres for 10 to 15 years near Glen Harbor Boulevard.

The mining operation would fund the company's planned Copperwing Business Park, a development on the same property drafted years ago that stalled in the recession. The park looks to attract small-scale manufacturing companies with store fronts, which would occupy the site's remaining 200 acres, closer to Glendale Avenue.

The plan is to start building Copperwing while mining is conducted, eventually filling in the excavation area to become part of the business park.

In 2009, the Glendale Planning Commission approved Copperwing but rejected the request to open a mining operation, saying the business was not a good fit for the "western gateway to the city and its sports and entertainment district."

City officials feared excess dust, noise and a damaged aesthetic.

The city landfill and another mine are nearby.

The plans have not changed much, but Jim Miller, John F. Long Properties real-estate director, said the company has a better shot this time around because three new council members and a new mayor were seated in January. He views the new lineup as more pro-business.

Former Councilwoman Joyce Clark, who fought the project the first time, said a mine across from the airport would hamper the city's dreams for the airport.

"Now that the economy is recovering, the airport has the chance for economic resurgence and having a mining operation would do that no good," she said.

She said the airport needs to portray a certain image.

City officials had high hopes for the municipal airport before the recession as the professional sports stadiums had recently opened nearby. They envisioned it becoming the next Scottsdale Airport. The city extended the runway and brought in a new service center for pilots with a far fancier setting to attract corporate jets.

However, such hopes stalled in the sagging economy, the bankruptcy of the airport service provider and a lawsuit.

“The fantasy about the Glendale airport being another Scottsdale Airport is just that — it’ll never happen,” Miller said.

Regardless, passers-by won’t see that mining is taking place, said Bruce Dyer, vice president of aggregates and reclamation for Phoenix Cement, the company that would mine the land.

The company would dig 50 feet deep and keep all processing and machinery below ground level, while shielding the site with 10-foot berms. The original plans included a shallower dig and slightly shorter berms.

Phoenix Cement runs four sand and gravel mines mostly in the Greater Phoenix area, including one near Southern and 67th avenues across the street from homes and the Country Gardens Charter School. The mine is set behind landscaped berms. From the road, one can hear the slight sputter of the spinning paddles that mix the gravel and sand, but the traffic mostly dwarfs the noise.

Trucks that haul 8,000 gallons of water dump loads eight to 10 times a day on the earthen materials to stop dust from rising. Nearly all of the water is recycled, said Dan McQuade, operations manager.

The company mixes the sand and gravel with fly ash, a byproduct of coal-fired power plants from northern Arizona, and concrete companies cart away the composite to make concrete, which is then used to construct buildings.

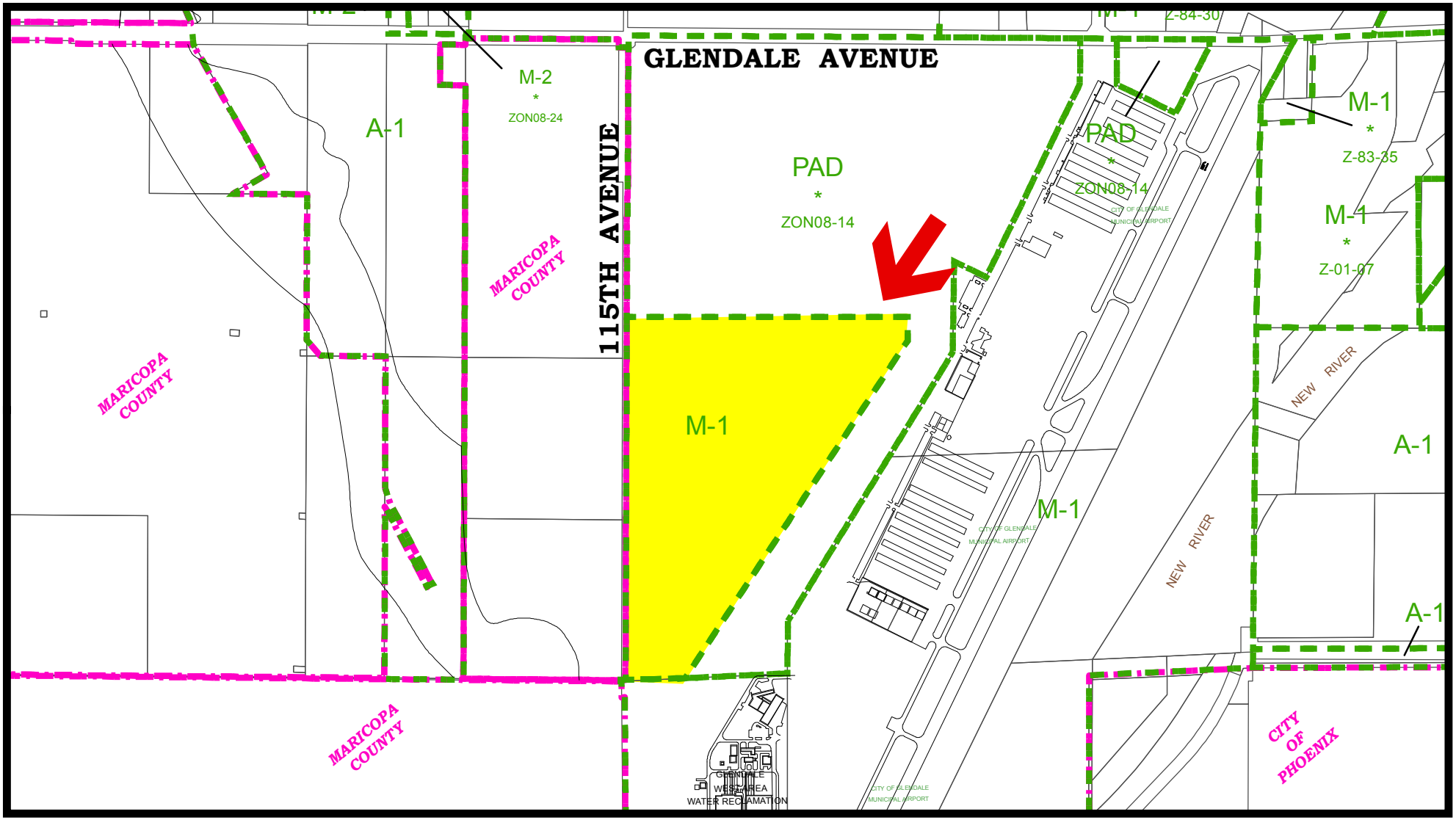
To mitigate beeping noises often deployed by trucks when they back up, many trucks have started using animal noises such as duck quacks or dog barks.

The Glendale site would be similar.

Miller’s next step is to answer city staff’s questions, including one from Airport Administrator Walt Fix, who asked how the landfill would keep away birds that may be attracted to water on the site. Birds can cause trouble for pilots.

Fix said the mining operation otherwise wouldn’t provoke problems for the airport and he doesn’t expect birds to become a major issue.

Miller also must get Federal Aviation Administration approval, because of the site’s proximity to the airport.



GLENDALE AZ

CASE NUMBER

ZON13-05

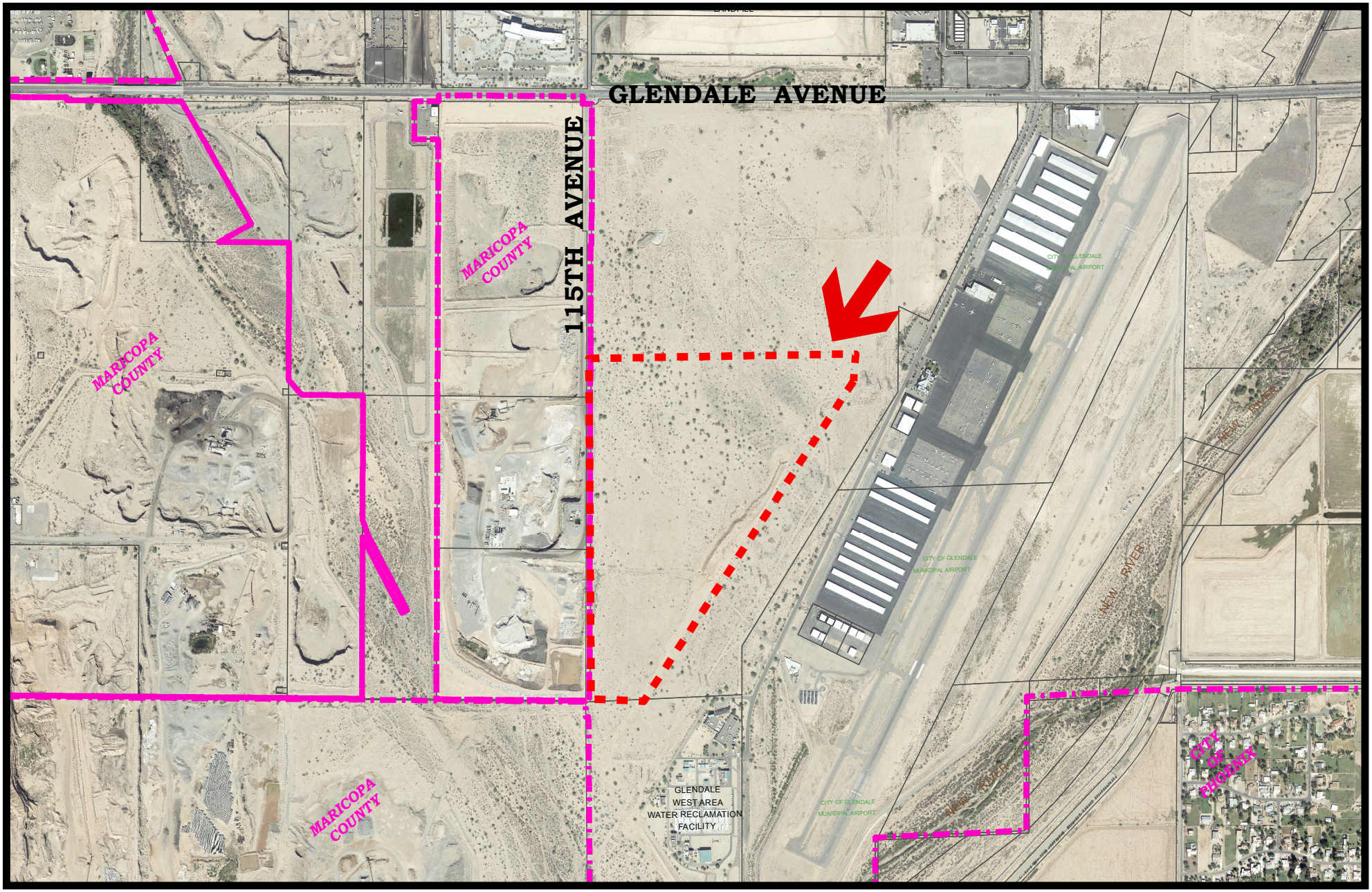
N

LOCATION

11401 W. GLENDALE AVENUE

REQUEST

A REQUEST TO ESTABLISH A SUD (SPECIAL USE DISTRICT) OVERLAY TO A M-1 (LIGHT INDUSTRIAL) ZONING DISTRICT PROPERTY.



Aerial Date: November 2012

GLENDALE

CASE NUMBER

ZON13-05

N

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO PAY THE ARIZONA SUPER BOWL HOST COMMITTEE IN SUPPORT OF SUPER BOWL XLIX**
Staff Contact:	**Sam McAllen, Executive Director, Neighborhood and Human Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the payment of Maricopa County Proposition 302 funding received from the Arizona Office of Tourism (AOT) in support of the Arizona Super Bowl Host Committee and Super Bowl XLIX for a total of $72,000 over two fiscal years.

Background

The Arizona Super Bowl Host Committee is requesting that all Convention and Visitors Bureaus and destination marketing organizations in Maricopa County contribute funding in support of Super Bowl XLIX. On November 7, 2013, the Arizona Super Bowl Host Committee invoiced the Glendale Convention and Visitors Bureau in the amount of $72,000 to be paid in installments over two consecutive fiscal years beginning in Fiscal Year (FY) 2013-14. This payment will be made with Maricopa County Proposition 302 funds that the Glendale Convention and Visitors Bureau receive for tourism promotion.

In 1999, voters approved the Proposition 302 initiative, which includes funding to promote tourism in Maricopa County. Funding is derived over a 30 year period from a car rental surcharge and a 1% tax on hotels in Maricopa County. In accordance with A.R.S. § 41-2306, funding is continuously appropriated to the AOT which, in consultation with a consortium of destination marketing organizations in Maricopa County, allocates funding to promote tourism within Maricopa County and shall not be spent for administrative or overhead expenses.

Analysis

This funding request does not impact the city's General Fund; and, the funding may not be reallocated for any other use. Each year, the Glendale Convention and Visitors Bureau submits a request to the AOT describing how the entitled funding shall be used and this item was included in the FY 2013-14 application submitted last spring.

The formula utilized by the Arizona Super Bowl Host Committee to determine contributions is based on each participant's percentage of total gross room sales in 2010. For the Glendale Convention and Visitors Bureau, that amount is $72,000. At the city's request, the sum shall be

paid over two fiscal years in order to ensure there is adequate Maricopa County Proposition 302 funding available for other tourism promotion needs.

Previous Related Council Action

On June 28, 2011, City Council adopted Resolution No. 4502 in support of the bid to host Super Bowl XLIX 2015 at the University of Phoenix Stadium in Glendale, Arizona and provided assurances in support of said bid.

Community Benefit/Public Involvement

Participating as a regional partner with the Arizona Super Bowl Host Committee to execute a successful national event in our community supporting local, regional, and state objectives which are all aligned to enhance the economy, attract visitors, and increase commerce in an effort to improve the quality of life for all Arizonans.

Budget and Financial Impacts

The funding for this expenditure is derived directly from Maricopa County Proposition 302 funding received from the AOT and there is no impact to the General Fund.

Cost	Fund-Department-Account
$30,926.76	**1840-32108-518200 (Due in FY 2013-14)**
$41,073.24	**1840-32108-518200 (Due in FY 2014-15)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

RESOLUTION NO. 4758 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTS PAYMENT TO THE ARIZONA SUPER BOWL HOST COMMITTEE IN SUPPORT OF SUPER BOWL XLIX.

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and

WHEREAS, the City of Glendale, Arizona is proud to be the host city for the 2015 Super Bowl and declared its full support and assurances for efforts of the Arizona Super Bowl Host Committee on June 28, 2011 through Resolution No. 4502 New Series; and

WHEREAS, the Super Bowl is an economic engine that benefits Glendale and the entire State of Arizona; and

WHEREAS, the Glendale Convention and Visitors Bureau (CVB) receives funding from Maricopa County Proposition 302 which was passed by the voters in 1999 and includes funding to support tourism marketing; and

WHEREAS, the City of Glendale, is working with the Arizona Super Bowl Host Committee to make the biggest game in the world the biggest success and best experience for fans and the entire region; and

WHEREAS, the City of Glendale will benefit from the Arizona Super Bowl Host Committee's tourism and marketing efforts including:

1. The Host Committee will use commercially reasonable efforts to include applicable Glendale businesses in the Host Committee's Business Connect Program, benefitting local minority and women-owned businesses.

2. The City of Glendale will have representation in the Host Committee Visiting CEO Program, focused on attracting new companies to or expansion of existing companies in Arizona and Glendale, and increasing Glendale's convention and meeting business.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the Glendale City Council supports the expenditure of $72,000 in Maricopa County Proposition 302 funding, in payments divided over two consecutive years, received by the Glendale Convention and Visitors Bureau from the Arizona Office of Tourism in support of the Arizona Super Bowl Host Committee's tourism and marketing efforts.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

a_superbowl_pay

CITY COUNCIL REPORT

Meeting Date:	**12/10/2013**
Meeting Type:	**Voting**
Title:	**ADOPT A RESOLUTION OF SUPPORT FOR A FINANCIAL POLICY RELATED TO APPROPRIATION AND CASH TRANSFERS**
Staff Contact:	**Tom Duensing, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution of support for a financial policy related to appropriation and cash transfers.

Background

Budget appropriation transfers are necessary to properly manage expenditures during a fiscal year and past practice required Council ratification of budget transfer posted throughout the fiscal year. This was due to the need to record financial transactions in a timely manner while budget appropriation transfers were limited to the last quarter of the fiscal year. Additionally, financial policies for restricted fund, contingency, and grant appropriation transfers were unclear. Staff is proposing a comprehensive financial policy for transfers to ensure timely Council notification, transparency, proper public notification, efficient operations, and accountability.

Currently, City of Glendale appropriation and cash transfers are governed by Article VI, Section 11 of the City Charter and Financial Policies as presented in the Annual Budget book. The City Charter reads as follows:

> The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Additional information is listed in the Annual Budget Book under the Fiscal Planning and Budgeting section, Numbers 12 and 13 of the Financial Policies. The Annual Budget book read as follows:

12. Salary savings will be retained to the greatest extent possible to build fund balance. In extenuating circumstances salary savings may be used for expenses upon Council approval. Salary savings transfers are prohibited during the first six months of a fiscal year.

13. Total fund appropriation changes must be approved by the Council. These changes must also comply with the city's Alternative Expenditure Limitation in accordance with Article IX, Section 20, Constitution of Arizona and A.R.S. § 41-563 where final budget adoption sets the maximum allowable appropriation for the upcoming fiscal year.

    a. Council must approve use of any fund's contingency appropriation.
    b. Council may authorize a transfer of unencumbered appropriation balance within an individual city office, department or agency at any time during the fiscal year.
    c. During the last three months of the fiscal year, Council may approve transfers among city offices, departments, and agencies as necessary.
    d. Council must approve inter-fund transfers (i.e., transfers between funds). Procedures for requesting Council approval of appropriation transfers and delegation of budget responsibility will be set by the city manager.
    e. There may be emergency situations requiring transfer before obtaining formal Council approval. In such cases, the Financial Services Department will notify the Council in writing in a timely manner, seek a general consensus to act and seek Council ratification at the first possible Council meeting.

In order to understand how transfers function, it is important to distinguish between the types of transfers and the level of budgetary control.

- Cash Transfers – These transfers are rare. This is a transfer of cash between funds with no associated budget appropriation transfer. These transfers are typically used when a fund does not have adequate cash but does have adequate budgetary authority for particular spending purposes.
- Cash and Appropriation Transfers – This is a transfer of cash with an associated budget appropriation transfers between funds. These transfers are typically used to fund and establish budget for a specific purpose in a separate fund.
- Appropriation Transfers – This is a budget appropriation transfer, typically within the same fund, with no corresponding transfer of cash. These transfers are the most common to accommodate day-to-day operational needs.

An effective transfer policy is necessary to ensure transfers comply with the intent of restricted funds, comply with the City Charter, are transparent, and ensure operations are conducted efficiently.

Analysis

Financial policies from other municipalities have been reviewed and the business needs of Glendale have been evaluated. Based on the needs to comply with the City Charter, ensure the integrity of restricted funds, remain transparent, and conduct business efficiently, staff is

proposing changes to the City's Financial Policies. Overall, staff is proposing modifying numbers 12 and 13 of the Fiscal Planning and Budgeting Section of the Financial Policies, as presented in the Annual Budget book, to be consistent with the proposed policy. Despite the financial policy modification, staff believes the overall cash and budget appropriation transfer process remain compliant with the City Charter.

A summary of the transfer type and authorization level is presented below.

		Proposed Authorization Level
Cash Transfers (Between Funds)		Council
Cash & Appropriation Transfers (Between Funds)		Council
Appropriation Transfers		
	Between Funds	Council *
	Between Funds – Same Department	Council *
	Same Fund – Different Departments	Council *
	Same Fund – Same Department	City Manager **
Appropriation Transfers – Between Capital Improvement Projects		
	Between Departments	Council
	Same Fund – Same Department	City Manager

*__Current Process__: The City Charter states appropriation transfers, between different departments, can only be made <u>within the last three months (fourth quarter) of the fiscal year</u> through <u>City Council approval</u>. The City Financial Policies further state that budgetary salary savings can only be approved by Council within the last six months of the fiscal year. **Proposed Process**: Staff is proposing the policy be consistent with the City Charter and includes proper notification to Council throughout the year for transfers approved in the fourth quarter.

** **Current Process**: The Financial Policy states salary savings' transfers can only be approved by City Council in the last six months of the fiscal year. **Proposed Process**: Staff is proposing the policy be revised to indicate salary savings' transfers, within the same department, can be approved by the City Manager throughout the fiscal year.

Other Highlights of the Proposed Policy:

A. Restricted Funds, Contingency, and Grants

In addition to the types of transfers summarized above, it is necessary to outline processes for **Restricted Fund Transfers** and **Contingency and Miscellaneous Grant Appropriation Transfers**. This is due to the restrictive nature of the City Charter balanced with the need to conduct business efficiently and effectively. The details for these types of transfers, as described in the proposed policy, are as follows:

> **Restricted Fund Transfers**
> Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with a) justification that such transfers are consistent with restricted fund purposes, b) assurance that the transfer has been legally reviewed by the City Attorney, and c) assurance that the transfer meets the restrictions set out in this transfer policy.
>
> **Contingency & Miscellaneous Grant Appropriation Transfers** – These types of transfers are not specific to any particular department.
>
> 1. Contingency – Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.
> 2. Miscellaneous Grants – Miscellaneous grant appropriation transfers can be authorized by Council throughout the fiscal year.

B. Expenditures in Excess of Budget Appropriations

Finally, circumstances exist that require posting of expenditures prior to adequate funding being approved through the transfer process. In order to not delay posting of expenditures, and therefore, accurately reflect City spending, staff is proposing the following policy surrounding non-payroll and payroll expenditures. Section C. of the policy reads as follows:

C. Approval of Expenditures in Excess of Budget Appropriations

Occasionally, it may be necessary to record expenditures, such as payroll or other contractual expenditures, to a fund/department prior to an appropriation transfer.

> 1. Non-Payroll – If a budget appropriation is restricted to the last three months of the fiscal year for a necessary expenditure in the first nine months of a fiscal year, staff will seek approval from Council to exceed budget appropriation with a

corresponding transfer in the last three months of the fiscal year. In order to maintain budgetary control, staff may seek Council approval to reduce budgetary appropriation, throughout the fiscal year, in order to ensure adequate funding exists to process the transfer within the last three months of the fiscal year.

2. Payroll – All payroll expenditures will be recorded immediately. If payroll expenditures exceed the budgetary appropriation control, the Financial Services Department will either 1) reclass the expenditures, as necessary, to an appropriate fund/department, or 2) seek approval of a budgetary appropriation transfer within the guidelines of this Cash and Budget Transfer Policy.

If approved, Sections No. 12 and 13 of the Financial Policies, as presented in the Annual Budget book, will be revised to be consistent with the Cash and Budget Appropriation Transfer Policy.

Previous Related Council Action

Glendale City Charter Article VI, Section 11 currently governs appropriation transfers.

Budget and Financial Impacts

There is no budget impact with the proposed resolution.

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☐ No ☒

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Resolution

RESOLUTION NO. 4759 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING A FINANCIAL POLICY RELATED TO CASH AND BUDGET APPROPRIATION TRANSFERS.

WHEREAS, Glendale City Charter, Part I, Article VI, Section 11 authorizes the city manager, by ordinance, to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency; and

WHEREAS, at the request of the city manager and within the last three months of the fiscal year, the council may, by ordinance, transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another; and

WHEREAS, the Financial Policies, as presented in the Annual Budget book which further define budget appropriation transfers policies require updating.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following Cash and Budget Appropriation Transfer Policy is hereby authorized:

[See Exhibit A attached hereto and
incorporated herein by reference.]

SECTION 2. That the City Manager is hereby authorized to update the Financial Policies, as presented, and the Annual Budget book, to be consistent with the Cash and Budget Appropriation Transfer Policy in the form attached hereto.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

p_budget_transfer

Exhibit A
Cash and Budget Appropriation Transfer Policy

A. Purpose & Restrictions

The following policy is established to implement an effective and efficient process by which the adopted City budget may be amended.

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, changes in scope of existing projects, and unforeseen issues affecting City operations. This policy applies to all cash and budget appropriation transfers initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The City's Financial Services Department will process budget amendments in the financial management system, following appropriate authorization by the Mayor and City Council, the City Manager, and a Department Director.

For non-departmental operations, it may be necessary to transfers certain unanticipated amounts during the course of a fiscal year for unforeseen expenditures. These **contingency** appropriation transfers are not specific to any particular department and are established each fiscal year to cover unforeseen operation expenses, revenue shortages, or capital project acceleration as approved by Council. These funds can only be directed by Council during the fiscal year. Similar to contingency, the Council approves appropriations for **Miscellaneous Grants** which are not specific to any particular department and are established to cover unanticipated grants received during the fiscal year. The policy covering these types of transfers is covered in the ***Contingency & Miscellaneous Grant Appropriation Transfers*** section below.

Article VI, Section 11 of the City Charter establishes the legal restriction for budget appropriation transfers and reads as follows.

> *The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.*

For the purpose of this policy, a department is defined as the separate departmental unit presented in the City's most current organizational chart.

B. Policy

Based on the purpose and restrictions surrounding cash and budget transfers, the following policy sets forth the restrictions surrounding cash and budgetary appropriation transfers.

Cash Transfers

Cash transfers between funds can only be authorized by Council in the last three months of the fiscal year.

Cash & Appropriation Transfers Between Funds

Cash and associated budget appropriation transfers between funds can only be authorized by Council in the last three months of the fiscal year.

Appropriation Transfers

1. *Between Funds* – Budget appropriation transfers between funds can only be authorized by Council approval in the last three months of the fiscal year.
2. *Between Departments* – Budget appropriation transfers between departments can only be authorized by Council approval in the last three months of the fiscal year.

3. *Within the Same Fund, Within the Same Department* – Budget appropriation transfers within the same fund and within the same department can be authorized by City Manager approval throughout the fiscal year.
4. *Between Capital Improvement Projects*
    a. *Between Departments* – Capital improvement project budget appropriation transfers for projects managed between departments can be only authorized by Council approval in the last three months of the fiscal year.
    b. *Within Departments* – Capital improvement project budget appropriation transfers within the same department, and the same fund, can be authorized by City Manager approval throughout the fiscal year.

Restricted Fund Transfers
Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with a) justification that such transfers are consistent with restricted fund purposes, b) assurance that the transfer has been legally reviewed by the City Attorney, and c) assurance that the transfer meets the restrictions set out in this transfer policy.

Contingency & Miscellaneous Grant Appropriation Transfers – These types of transfers are not specific to any particular department.

1. *Contingency* – Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.
2. *Miscellaneous Grants* – Miscellaneous Grant appropriation transfers can be authorized by Council throughout the fiscal year.

C. Approval of Expenditures in Excess of Budget Appropriations

Occasionally, it may be necessary to record expenditures, such as payroll or other contractual expenditures, to a fund/department prior to an appropriation transfer.

1. *Non-Payroll* – If a budget appropriation is restricted to the last three months of the fiscal year for a necessary expenditure in the first nine months of a fiscal year, staff will seek approval from Council to exceed budget appropriation with a corresponding transfer in the last three months of the fiscal year. In order to maintain budgetary control, staff may seek Council approval to reduce budgetary appropriation, throughout the fiscal year, in order to ensure adequate funding exists to process the transfer within the last three months of the fiscal year.
2. *Payroll* – All payroll expenditures will be recorded immediately. If a payroll expenditures exceeds the budgetary appropriation control, the Financial Services Department will either 1) reclass the expenditures, as necessary, to an appropriate fund/department, or 2) seek approval of a budgetary appropriation transfer within the guidelines of this Cash and Budget Transfer Policy.

D. Authorization Levels:

A summary of the transfer type and authorization level is presented below.

		Authorization Level
Cash Transfers (Between Funds)		Council
Cash & Appropriation Transfers (Between Funds)		Council
Appropriation Transfers		
	Between Funds	Council
	Between Funds – Same Department	Council
	Same Fund – Different Departments	Council

	Same Fund – Same Department	City Manager
Appropriation Transfers – Between Capital Improvement Projects		
	Between Departments	Council
	Same Fund – Same Department	City Manager