City of Glendale
Council Meeting Agenda

December 11, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

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

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

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

Council Meeting Schedule

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

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

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

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

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

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

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.

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

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

Councilmembers

Norma S. Alvarez - Ocotillo District
Ian Hugh - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District

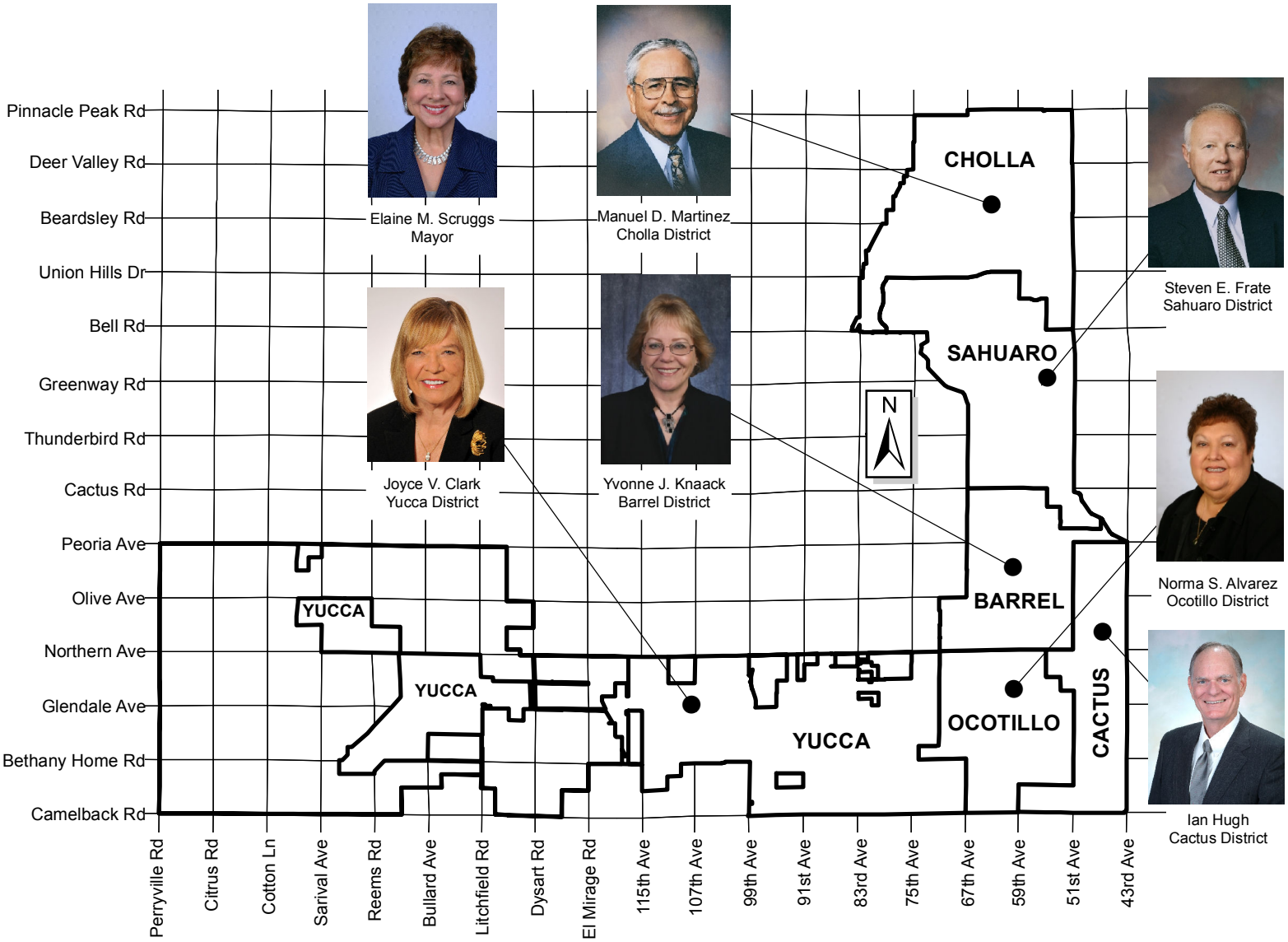
GLENDALE

MAYOR ELAINE M. SCRUGGS
Vice Mayor Steven E. Frate - Sahuaro District

Appointed City Staff

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

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
December 11, 2012
7:00 p.m.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF November 26, 2012 and November 27, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

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

CONSENT AGENDA

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

1. SPECIAL EVENT LIQUOR LICENSE, ARIZONA SPORTS FOUNDATION
PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-7869, SO
PRESENTED BY: Susan Matousek, Revenue Administrator

3. TOWING AGREEMENT EXTENSION
PRESENTED BY: Debora Black, Interim Police Chief

LAND DEVELOPMENT ACTIONS

4. GENERAL PLAN AMENDMENT GPA12-01 (RESOLUTION) AND REZONING APPLICATION ZON12-04 (ORDINANCE): MIDWESTERN UNIVERSITY – 19555 NORTH 59TH AVENUE (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director
RESOLUTION: 4632
ORDINANCE: 2827

BIDS AND CONTRACTS

5. FEDERAL LEGISLATIVE REPRESENTATION SERVICES FOR THE PROTECTION OF THE MISSION OF LUKE AIR FORCE BASE

PRESENTED BY: Jenna Goad, Interim Assistant to the Mayor

6. CONSTRUCTION AGREEMENT WITH MCKENNA CONTRACTING, LLC

PRESENTED BY: Elaine Adamczyk, Housing Services Administrator

7. AWARD OF PROPOSAL 13-01, PHILIPS DEFIBRILLATOR SERVICE AGREEMENT

PRESENTED BY: Mark Burdick, Fire Chief

8. AWARD OF BID 13-03, LIGHT TOWER RENTALS FOR STADIUM AND ARENA EVENTS

PRESENTED BY: Debbie Albert, Principal Engineer, Transportation Services

9. PROFESSIONAL SERVICES AGREEMENT WITH STANLEY CONSULTANTS, INC. FOR 67TH AVENUE INTELLIGENT TRANSPORTATION SYSTEMS DESIGN

PRESENTED BY: Debbie Albert, Principal Engineer, Transportation Services

10. PROFESSIONAL SERVICES AGREEMENT WITH RIDER LEVETT BUCKNALL, LTD. FOR LIFE-CYCLE COST ASSESSMENT

PRESENTED BY: Stuart Kent, Executive Director, Public Works

11. PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR EFFLUENT PIPELINE CONDITION ASSESSMENT

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

12. PURCHASE OF ULTRAVIOLET EQUIPMENT PARTS AND SUPPLIES

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

13. AUTHORIZATION FOR WATER RECLAMATION BLOWER MAINTENANCE SERVICES

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

ORDINANCES

14. TRANSFER OF PROPERTY WITH MIDWESTERN UNIVERSITY
PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer
ORDINANCE: 2828

15. CITY CODE CHAPTER XIII ORDINANCE AMENDMENTS
PRESENTED BY: Elizabeth Finn, Presiding Judge
ORDINANCE: 2829

16. FISCAL YEAR 2012-13 BUDGET AMENDMENTS – WATER/SEWER FULL-TIME EMPLOYEES TO GENERAL FUND
PRESENTED BY: Sherry Schurhammer, Executive Director, Financial Services
ORDINANCE: 2830

17. FISCAL YEAR 2012-13 BUDGET AMENDMENTS – RISK MANAGEMENT TRUST FUND
PRESENTED BY: Sherry Schurhammer, Executive Director, Financial Services
ORDINANCE: 2831

18. WORKERS' COMPENSATION TRUST FUND CASH TRANSFER (NO ORDINANCE REQUIRED)
PRESENTED BY: Sherry Schurhammer, Executive Director, Financial Services

RESOLUTIONS

19. INDUSTRIAL COMMISSION OF ARIZONA WORKERS' COMPENSATION EXEMPTION
PRESENTED BY: Jim Brown, Interim Executive Director, Human Resources & Risk Management
RESOLUTION: 4633

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

Items Respectfully Submitted,

Horatio Skeete

Horatio Skeete
Acting City Manager

MINUTES OF THE
GLENDALE CITY COUNCIL SPECIAL MEETING
Council Chambers
5850 West Glendale Avenue
November 26, 2012
3:00 p.m.

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

Councilmember Norma S. Alvarez participated telephonically.

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

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

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 1 resolution to be considered at the meeting was available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

1. CANVASS OF ELECTION FOR THE 2012 GENERAL
PRESENTED BY: Pamela Hanna, City Clerk
RESOLUTION: 4628

This is a request for City Council to adopt a resolution declaring and adopting the results of the November 6, 2012 General Election. Staff is requesting Council adopt the Canvass of Election for the 2012 General Election.

Resolution No. 4628 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 AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 6, 2012; DECLARING THE ELECTION OF THE MAYOR AND THREE COUNCILMEMBERS; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

It was moved by Frate, and seconded by Knaack, to pass, adopt and approve Resolution No. 4628 New Series. The motion carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL COMMENTS AND SUGGESTIONS

There were no comments from Councilmembers.

ADJOURNMENT

There being no further business, the meeting was adjourned at 3:10 p.m.

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Pamela Hanna - City Clerk

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
November 27, 2012
7:00 p.m.

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

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

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

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

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

APPROVAL OF THE MINUTES OF THE NOVEMBER 13, 2012 CITY COUNCIL MEETING

It was moved by Martinez, and seconded by Knaack, to dispense with the reading of the minutes of the November 13, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BIDS AND CONTRACTS

1. AGREEMENT WITH EMPIRE SOUTHWEST, LLC FOR CERTIFIED POWER TRAIN REBUILD OF LANDFILL SCRAPER

PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to award Invitation for Bid (IFB) 13-14 and authorize the City Manager to enter into an agreement for a certified power train rebuild of the landfill Caterpillar

(CAT) auger scraper from Empire Southwest, LLC. Staff recommends approval of the agreement in an amount not to exceed $373,966.30.

It was moved by Frate, and seconded by Martinez, to award Invitation for Bid (IFB) 13-14 and authorize the City Manager to enter into an agreement for a certified power train rebuild of the landfill Caterpillar (CAT) auger scraper from Empire Southwest, LLC. The motion carried unanimously.

2. CISCO SMARTNET MAINTENANCE
PRESENTED BY: Chuck Murphy, Executive Director, Technology & Innovation

This is a request for City Council to approve the expenditure of funds for the city's Cisco Smartnet maintenance and support renewal from the State of Arizona contract with Insight Public Sector, Inc. in the amount of $59,957.93.

It was moved by Martinez, and seconded by Knaack, to approve the expenditure of funds for the city's Cisco Smartnet maintenance and support renewal from the State of Arizona contract with Insight Public Sector, Inc. in the amount of $59,957.93. The motion carried unanimously.

3. AUTHORIZATION TO PURCHASE ORACLE DATABASE LICENSES
PRESENTED BY: Debora Black, Interim Police Chief

This is a request for City Council to approve the purchase from Mythics, Inc. for Oracle database licenses in an amount not to exceed $84,546.00. These licenses are a required component of the new Computer Aided Dispatch (CAD) and Records Management System (RMS) approved by Council in October 2011.

It was moved by Clark, and seconded by Martinez, to approve the purchase from Mythics, Inc. for Oracle database licenses in an amount not to exceed $84,546.00. The motion carried unanimously.

ORDINANCES

4. AD-HOC CITY MANAGER RECRUITMENT COMMITTEE
PRESENTED BY: Horatio Skeete, Acting City Manager
ORDINANCE: 2825

This is a request for City Council to adopt an ordinance establishing an Ad-Hoc City Manager Recruitment Committee.

Staff recommends Council waive reading beyond the title and adopt an ordinance establishing the Ad-Hoc City Manager Recruitment Committee.

Ordinance No. 2825 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, ESTABLISHING AN AD-HOC CITY MANAGER RECRUITMENT COMMITTEE; APPOINTING MEMBERS THERETO; AND SETTING FORTH ITS CHARGE.

Mr. Skeete said item 4 is a request to adopt an Ordinance to establish an ad hoc city manager recruitment committee. The purpose of the committee was to begin to outline the process to select a city manager. On November 20, 2012, Council directed this Ordinance be brought forward. It was recommended the committee be comprised of the City Council members, the Mayor Elect and the Councilmembers Elect to determine how the City Manager would be appointed in the future. He recommended to waive reading beyond the title and adopt the Ordinance and establish the committee.

Mayor Scruggs asked Councilmembers if they had any questions or comments. She stated there were residents who requested to speak on this item.

Mr. Ken Jones, an Ocotillo resident, said several things should be required of the next City Manager. He should do a really good job of serving the citizens. The city is known as the easiest place to fleece or to con. He said a good City Manager can change all of this by being a good businessman who will do the job.

Mr. Arthur L. Thruston, a Cactus resident, said he has attended every meeting for the past year. The city needs new blood and he hopes they hire a good City Manager. He asked specifically that the new City Manager not be a professional negotiator. If negotiators are needed, they should be hired.

It was moved by Knaack, and seconded by Frate, to approve Ordinance No. 2825 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Clark, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": none.

5. ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC

PRESENTED BY: Horatio Skeete, Acting City Manager
ORDINANCE: 2826

This is a request for City Council to vote upon an ordinance with an emergency clause, authorizing and directing the City Manager to enter into an Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Jobing.com Arena by the Phoenix Coyotes.

Ordinance No. 2826 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST WITHIN THE ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC; AND DECLARING AN EMERGENCY.

Mr. Skeete advised that Mr. Jamison and his associates were in the audience. The slides will compare the original agreement from June and the new modified agreement. This agreement includes a five year extension at the end of the 20 years. It also includes minimum performance standards, which the prior agreement did not have. There is also a fee should the minimum standards not be met. This penalty provision does not apply to this fiscal year. Mr. Jamison has agreed to accept a proration of the first fiscal year's management fee. It was discussed that Mr. Jamison would be unable to deliver on any of the non-hockey events; given the fact that it will be almost 6 months into the fiscal year before the agreement can be signed, therefore, the performance standards were removed from the agreement for the first fiscal year.

The original agreement called for $24 million to go towards the capital improvement fund. The new agreement calls for $12 million to go to the capital improvement fund. The total payments in the original agreement were $324 million. Total payments in the current agreement, prorating the first year, will be about $315 million. Net present value in the original agreement was $203 million. Prorating the first year of the new agreement, present value is $182.9 million, for a savings to the City of $20.8 million. Mr. Skeete said the new arena management agreement also provides an incentive of $500,000 per annum for every 20 events over the required 30 minimum required, with an average of 7,000 attendees. This will not apply to FY12-13. The new agreement provides for a $60,000 per game penalty in the event of a strike or lockout. This does not apply to FY 12-13. Mr. Skeete stated this is an analysis and not budget forecast predictions.

Ms. Schurhammer showed a side by side analysis of the two options. One option assumes the team still plays at the arena and the other option shows the team no longer there. There are main assumptions in both options and those are that the temporary sales tax increase remains in effect until its sunset in August of 2017, debt is restructured based on the information recently presented about the Municipal Property Corporation and Public Facilities Corporation refinancing, the expected debt service schedule, net of the savings from the refinancing is incorporated into both scenarios. Adjustments for the fund of the Risk Workers' Comp Employee Benefit Trust Funds are included in both scenarios. The expected AZSTA contribution for baseball is incorporated beginning in FY18 and beyond. This is at a conservative $700,000 per fiscal year. That contribution is essentially revenue offset to a portion of the baseball debt service for those fiscal years. Any inflationary adjustments were removed in the fiscal years where we show reductions since they essentially offset each other.

Ms. Schurhammer said in the option where the team remains in place, it shows a revised arena management fee based on the information Mr. Skeete just presented. For example, the arena management fee is now $6 million instead of the $11.5 million. This is just for that one change in FY13. This is a one-time adjustment, not an ongoing adjustment so it doesn't have a cumulative impact as an ongoing adjustment would have. As a result, there is no adjustment of the $20 million on ongoing reductions that must be made over five years with this option.

Ms. Schurhammer explained for the option without the team, the arena management fee has been adjusted at the same inflationary amount used for the City's operating expenditures. The main difference in the two scenarios for the first five years is the option with the team shows operating budget reductions totaling $20 million and the option without the team shows operating budget reductions totaling $12 million. Under both options, the end fund balance is expected to grow to approximately $60 million.

Ms. Schurhammer next discussed FY18 through FY22, the ten-year scenario. In both scenarios, the sales tax increase will go away in FY18, so there is a big drop in the revenue number from FY17. The estimated ending fund balance is expected to decline over the five year period assuming there is no change in the operating budget or the operating revenues other than the minor changes related to growth and inflation. Showing this option, they are assuming no other changes to the operating budget.

Ms. Schurhammer next looked at the twenty-year scenario. By 2022, there is a negative fund balance in both options. That means that something would have to be done to the expenditure side of the equation, the revenue side, or a mix of the two to address the negative fund balance. Based on the assumptions in this analysis of the two options, over the long run, the City is in a relatively better financial position with the team than without the team. What is not reflected here, is the cumulative operating budget reductions that must be done between FY13 and FY16 under both options. It is $12 million if the team is gone and it is $20 if the team stays.

For the first round of budget cuts, which would occur in FY13 and FY14, under both options, the services that would not be affected would be Police and Fire, Rose Lane pool would remain open, all libraries would remain open, but operations would be restructured, and the special events would remain with the exception of the Jazz Festival. The range of reductions that would have to be done in the first round, this fiscal year and next fiscal year, is between $4 and $6 million. Approximately $3.6 million would come from salary and benefits. This makes sense because the majority of the operating expenses are on salary and benefits. There are currently about 30 vacancies in the general fund, excluding those in public safety. All other operating expenses would account for $2.3 million. They are still working on the exact mix of the reductions. Those are still be evaluated as to what can be done now and what can be phased in later.

Councilmember Alvarez asked what the fee would be for a child to swim at Rose Lane Pool if it remains open for this coming year. Ms. Schurhammer said there would be no change in fees from what they were this past summer. She did not know the exact amount of the fee, but it would be the same as last summer. Councilmember Alvarez said Rose Lane Pool is the only pool south of Northern and is in an impoverished area, so she was concerned about the fee possibly being $6. Councilmember Alvarez asked if the library restructuring would include changing to the libraries being administered by Maricopa County.

Mr. Skeete said there were three options being considered. The most favorable option at this point would probably be a restructuring of the current employee staffing structure. That is the most economical way to continue to provide the services. They are continuing to fine tune numbers from the other options of privatization and the Maricopa County Library System, but the Head Librarian and her staff has provided a restructuring model that the City would accept. It would require a complete restructure of the staff and the way they do business, but the model presented continues to insure that the current 111 hours of open service to the public will remain and there will be significant savings with that restructuring. Councilmember Alvarez asked how many employees were at the libraries now. Mr. Skeete said there were currently 57 employees at the libraries. The current proposal being considered would reduce the number of employees and restructure the management. Either through attrition or layoffs, they would potentially lose 10 employees to make the savings projected by the head librarian. Councilmember Alvarez asked if

the libraries were going to stay at the same place. Mr. Skeete said correct. All three libraries would remain open.

Councilmember Alvarez asked about the 30 current vacancies and if part time employees were included in this figure. Ms. Schurhammer said the part time employees were not included. Councilmember Alvarez asked how many part time or contract employees the City had right now. Ms. Schurhammer said they are still gathering that information and are trying to confirm a final piece of information before it is provided. She said there were only 9 contract employees receiving benefits and this makes a lot of difference on the money that is being spent. She wanted to know the number of contract employees and how much we were spending.

Mr. Strunk advised the resident rates for Rose Lane Pool, ages 2 and under, is free, ages 3-17 are $2.50, ages 18+ are $5.00, seniors 55+ are $3.00. For non-residents, ages 2 and under are free, ages 3-17 is $3.50, ages 18+ is $6.00, and seniors 55+ are $5.00. Mr. Strunk commented that 100% cost recovery had been discussed recently.

Mayor Scruggs asked what Mr. Strunk meant when he said we discussed one hundred percent cost recovery, but that wasn't the question. What do you mean? Mr. Strunk said as a part of the budget discussions held recently, the Mayor asked for 100 cost recovery models and that was prepared and shared with the Council and he received direction to maintain Rose Lane Pool at the current fees.

Mayor Scruggs said Mr. Skeete that leads into some statements that have been made, clearly certain things have been taken off the chopping block because of Council direction and those are that public safety doesn't get touched in any way, shape or form, the festivals stay, the fees don't go to 100% cost recovery at Rose Lane Pool and there are a couple of others. She thought he made it clear that's for the first round. When we get to the cuts that need to be made, the reductions that need to be made later on in FY15, everything is back on the table. She wanted to go back to something he said last Tuesday. It was a comment he made and nobody followed up on it and she would like for him to follow up on it now so that the residents have an idea of what's coming before them. The statement he made, if she understood it correctly, was there will be no service provided by the City of Glendale that will not be fee-based, or all services will be fee-based. She couldn't recall if was phrased positively or negatively but asked for clarification.

Mr. Skeete said he made that statement in the context of if we were to consider holding the public safety sector of the City's operating budget harmless through the cuts, throughout the next phase of the $8 to $10 million cuts and the $4 million cuts after that. In order for us to be able to provide any services to the community and hold the public safety group harmless and at current level of funding, all discretionary spending will be used up in providing support services to the enterprise funds that must be operated, such as sanitation, tax collection, the minimum financial services, as well as providing the admin services to the public safety. There will be no more funds available for any discretionary services beyond some minimum services levels like keeping the parks mowed and the right of way clean. Services such as recreation and the libraries would be unable to be kept open if they choose not to impact the public safety funds.

Mayor Scruggs said so that statement relates to if you choose to keep, either the next Council chooses to keep public safety whole and charge for everything else, or close services, or spread it

around and public safety comes into the cuts too. Mr. Skeete said that was correct. He said another alternative would be for another dedicated revenue stream that could be applied to public safety, which would make more general funds available. That is having to consider a tax increase immediately after the tax increase has sunset.

Councilmember Alvarez asked what services are paid for by the property taxes paid by Glendale residents. Mr. Skeete said the current property tax is currently slightly under $4 million. The maximum amount that could be collected according to state law is slightly under $5 million. Those funds are used for providing general services to the community and are part of the general fund operating budget. The majority of the funds collected are limited to the payment of debt services for capital improvements that Council has approved in the past. That number is about $20 per year. Councilmember Alvarez wanted to confirm that general funds were not being used for services like O'Neill and things like that. Mr. Skeete said the City is receiving a small portion of the general fund operating budget, slightly under $4 million, that is applied to the $130 million of general fund operating expenses. That is comingled with the sales tax; franchise fees and the state shared revenues and then used to fund the $131 million of operating expenses.

Councilmember Alvarez said although the pools are open and there is police and fire, the centers are closed and there is nothing for the kids to do. She said this will increase the crime rate, which affects Police. If there is nothing for the kids to do, they get bored and get into gangs. The kids need the recreation centers and community services. The fees being charged at the pools doesn't work for the area. There are many apartment complexes and a lot of people on food stamps. If there are no recreation centers through the schools, the City needs to provide these services. They need to take a look at the money in the general fund that is being held for a special interest group. She would like the Council to think about this some more as she is concerned about an increase in crime. Kids need services when they are very young, such as sports. Citizens are very interested in what the City offers. She said having the pool open isn't enough and closing the community centers is not going to help. She said a lot of the kids go the library to do their homework, as not a lot of kids have computers.

Councilmember Martinez commented when budget discussions started, under the first three scenarios presented, if the team left, there would still be a $6 million deficit. Mr. Skeete he thought that was correct and a subsequent scenario showed no cuts would have to be made if we didn't have the team. Mr. Skeete said he owed the Council and the community an explanation of that, as that was one of the scenarios presented at the time. That scenario as it was developed and presented did not account for any of the systematic reductions that should be made, knowing that the sales tax would sunset in 2018. Showing that no cuts would have to be made immediately did not account for the fact that the City would potentially lose $25 to $28 million after five years. The revised scenarios presented today showing a $12 million cut should be made between this year and the next two years and this would allow the City to systematically take out the $12 million to smooth out the impact of the loss of revenue from the sunset sales tax in 2018. Mr. Skeete said there was a little bit of misunderstanding with that scenario as he initially presented it. It did not reflect the realities beyond the first five years. It was an analysis that showed the first five years, where the fund balances would be, what the cuts would have to be in order to maintain that fund balance. It did not reflect the changes that would have to be made to the system once the sunset sales tax went away in the second five years. The analysis given this evening shows the information and incorporates the smoothing out effect.

Mayor Scruggs said with all the work you've been doing on this, surely you have an idea where those smoothing out cuts are going to happen. Can you give us any idea of that, or will you, please give us an idea of where those are.

Mr. Skeete said the scenarios shown today are meant to show the earlier the cuts are made to the base operations; the longer the benefit of the revenues collected by the sales tax will last. If the cuts are delayed in the first year of $4 or $6 million, there would still be a positive fund balance at the end of five years, but the drop off in the fund balance would be dramatic after that in 2018. In an attempt to smooth that out and drop the cuts in the funding, Mr. Skeete proposed cuts of $6 million in the first option or $4 million in the second option and then $8 million or $10 million in 2015 and $4 million in 2016 in the scenario that keeps the team. This would give the City 9 years to continue to monitor growth and to determine if the growth of 3.5% is sufficient and would give the City time to make adjustments as new realities appear. There would also be an additional four years after the tax to make any drastic changes again to operations.

Mayor Scruggs said okay so I think that the answer to my question is if you're going to cut the $6 million immediately, you are going to do that by eliminating 67 full time positions, which equates to $3.7 million in salary and benefits. Of those 67, you feel 30 have vacancies today. Does that mean that 30 don't need to be filled because there are certain jobs that you don't have a choice on filling them or not.

Mr. Skeete said the 30 vacancies today are not necessarily positions that will remain vacant. That number is just to give the Council an idea of how many current vacancies there are. Some of those positions may need to be filled because they may be deemed essential.

Mayor Scruggs said okay, that's what we are getting at. There are going to be 67 people that won't have a job anymore, or there may be less if you can eliminate some vacancies because you deem them not to be essential to this organization. So, those 67 positions that belong to people equate to $3.7 million in salary and benefits and then all other operating expenses, I don't know what that is, but you're, we won't be doing some things we are doing in order to achieve the other $2.3 million. Do you have any idea what those types of those things are? What are we not going to do that we are doing now?

Mr. Skeete some of the recreation programs will be eliminated as part of that. The attempt was to keep some of the recreation programs in place, including the biggest recreation activity, the Rose Lane Pool, but the after school programs and some recreation programs would be eliminated. Other savings would come through reorganization and some services may be privatized. Some of the special events the City is keeping may be smaller in magnitude. Marketing and Channel 11 would be restructured and provided at a smaller level

Mayor Scruggs asked is this what we are going to talk about next Tuesday, December 4th.

Mr. Skeete said next Tuesday included a discussion on the details of the structural fixes in the risk management and employee benefit funds.

Mayor Scruggs said okay so those accounts have to have funds replaced, we are going to discuss that next Tuesday. Mr. Skeete said in detail. Mayor Scruggs said but that's not included in this money? Mr. Skeete said yes, they are included in these numbers. Mr. Skeete said he is going to present on the 4th, the details of the numbers included in there. Mayor Scruggs said okay, it

really makes no sense because we are talking about reductions whereas in the other case we have to look for money to fill, replenish. Mr. Skeete said the operating expenses for FY13 at $135 million do include the numbers required to make those fixes and adjustments to the fund balance. On the 4th of December, the details behind how those fixes will be developed will be discussed. The total numbers are already factored into these scenarios and options.

Mayor Scruggs asked when will all this take place, whichever scenario we go forward with, the $6 million or $4 million. When will those have to take place? Mr. Skeete said the process will include consideration within the next 60 days and a full blown presentation in that time frame as well. It will be presented to both this Council and the new Council over the next 60 days.

Councilmember Alvarez said the discussion will be held on December 4th, but the decision to contract with Mr. Jamison will be made today. She asked why they were deciding on the Coyotes issue without knowing the full plan from Mr. Skeete. She said we are getting into a contract for millions of dollars, but don't know what is coming up on December 4th. She said the discussions should have been held prior to resolving the Coyotes issue. She doesn't think this is a good business deal and Council should investigate all the money issues before deciding on the Coyotes issue.

Mayor Scruggs said Councilmember Alvarez and members of the public who have been calling for this item to be tabled, either until we have more financial information or until we have the new Council who will get to work with whatever is put in place, and she did offer that option to the Council at Workshop on November 20th, last Tuesday, and the majority of the Council said, they did not wish to hold this over, so Councilmember Alvarez, to answer your question, the reason it's here tonight is because the majority of the Council said to bring it forward and vote on it tonight. If you want to try a motion to table, you are welcome to do that. She didn't think Councilmember Alvarez was going to get very far.

Councilmember Alvarez said she knew that and she was at that meeting.

Mayor Scruggs said she knew Councilmember Alvarez was at the meeting and was just reviewing it.

Councilmember Alvarez wanted to bring it to the Mayor's attention to consider they were not doing a good business deal. Mr. Jamison deserves the courtesy of knowing the City has the money and they are going to keep their word. The Council was told there were zero funds in the general fund. She said they needed to do what was best for their community.

Mayor Scruggs said she didn't mean to imply that Councilmember Alvarez didn't understand what happened last Tuesday, she was saying people viewing on TV, the people keep saying leave it over for the next group and she was just reviewing and she did not have it within her authority to change what the floor wants. We will go forward with this. Does anyone else have any questions?

Councilmember Martinez commented with respect to Northern Crossing. To refresh the memory of the audience and viewing public the City bought the property because the owners were going to make a big swap mart. The Council did not see that as an option for the future. In addition to that, when the arena issue came up, in talking with Mr. Ellman, part of the deal was we would go ahead with Westgate and the hockey arena on the condition that Mr. Ellman would develop the

property at Northern Crossing, which he did. It is now a viable and thriving center. Also, the sales tax generated from that would help to pay the debt for the arena. Also, with respect to reduction in recreation services, he said the County has some recreation programs and asked if anyone had looked into tapping into some of those programs.

Mr. Skeete said he was not sure how the Recreation Department uses leverages to maximize the benefits to the community. The City will look at the YMCA and the Boys and Girls Club for what services they could provide.

Mr. Skeete advised the Mayor he had an answer to the question about the number of regular part time employees. He said the number of regular part time employees that we currently have on staff is 46. Those employees work no more than 30 hours per week. That number does not include part time employees that we partner with other agencies for traffic jobs around the arena.

Mayor Scruggs asked Councilmember Alvarez did you have any follow up questions to that information that Mr. Skeete just provided. Councilmember Alvarez said no, but asked how long contract employees could work. She thought it was about two years. Mr. Skeete said he was not aware of any specific time limitations on the contract employees. He said they were evaluated annually if their services continue to be needed, they do extend service.

Mayor Scruggs said several years ago, and it really doesn't bear on this, but somewhat why Councilmember Alvarez is asking the questions, many years ago under a previous City Manager, we were told there was a federal law or some sort of law where we could not keep our part time employees without paying benefits more than a certain amount of time. She remembered the two years also, so they had to be converted to full time or let go. That may be what she is saying, but it doesn't bear on this, but I think it goes to what she is talking about.

Mayor Scruggs asked Mr. Jamison, would you or anyone in your group in the front row care to address the Council or the audience.

Mr. Jamison said he realizes this is a big decision and the Council has had a lot of information to deal with. Three brief points: Number 1, its hockey, it's a wonderful sport and has a tendency to unite people both here in Glendale and throughout the valley. It's something more and more kids will get involved with. It's a natural, logical byproduct of having a major league sport in the community. Number 2, the arena, the arena is beautiful and well done. He admired the City for building and providing it for the team. It is a very positive thing. The arena and mall has gone through a tough time, but it provides jobs, both full and part time for 800 to 1,000 people. It can be an economic driver. Many of the hotels and restaurants in the area know when the events are being held. It is probably one of the many reasons Glendale put the arena here. The goal of this partnership is to help make not only the mall but also the City more money, be an economic driver and be a good partner. Number 3, the City is taking a chance and has had big decisions to make. We are just now recovering from 2008. The City is trying to count its costs, look at potential revenue and see what's on the horizon, and see what can get Glendale through this. The major league franchise has a very strong obligation to be a partner with the City where it resides. That is something he takes very seriously and believes in. This is the reason he has eliminated $30 million in costs from this deal, so hopefully in the short run this will allow the City to make a decision. He respects the decision and the due diligence the City needs to go through to get to the correct answer. He understands this. He cares about the Coyotes and it is

important to him that he understands the City has a big decision to make. If the City votes to keep the Coyotes, this partner will work with them to try and overcome some of their obstacles in the short term. Thank you, Mayor.

Mayor Scruggs said before you go away; there may be some questions for you. Mayor Scruggs said she had three questions that she had been asked to ask you by citizens of Glendale. The last time you were here, she asked who were your investors and you declined to answer. Will you tell us tonight who your investors are? Mr. Jamison said he would not.

Mayor Scruggs said there is a strong feeling around the community, She didn't if know if you would call it a rumor, a belief, or what it is, but there is a very strong feeling that current and/or former Glendale employees will be on your staff or be affiliates according to the terms used in this agreement. Can you verify if that is accurate? Mr. Jamison said he did not understand the question. Mayor Scruggs said are you planning on hiring current or former City of Glendale employees to manage this deal once it's completed. Mr. Jamison said he was not aware of what Mayor Scruggs was talking about. Mayor Scruggs asked do you understand the question. Mr. Jamison said he understood the question. He said that could go very broad and he might not be going broad enough. Mayor Scruggs said maybe ones you've been working with closely. Mr. Jamison said no. Mayor Scruggs said no what? Mr. Jamison said no, he was not.

Mayor Scruggs asked and the third thing is when are you going to close the purchase? Mr. Jamison said they had to wait for this meeting and then they were going to work with the NHL to go as quickly as possible. He didn't have a specific date, but he couldn't go forward until the City Council voted to accept this deal. He said he will then move as quickly as he can to work with the NHL to provide them with the terms of the lease and then get on a schedule to close as quickly as possible. Mayor Scruggs asked you can't give us an estimate now? Mr. Jamison said hopefully in 30 to 60 days.

Mayor Scruggs said she actually has messages on her phone from a year ago, not from Mr. Jamison, but from one of our negotiators saying Mr. Jamison has the money and he's closing the deal, he has the money he's closing the deal, month after month after month, he has the money he's closing the deal. What can you say to that, do you have the money? Mr. Jamison said when it's time to present the money and close the deal, we will do so. He has not has not yet had the opportunity to do that. Mayor Scruggs said then why was the negotiator for the City of Glendale telling me it was all done and you had the money and you were going to close the deal? Mr. Jamison asked was that a year ago? Mayor Scruggs said oh, it's gone through months and months and months. Mr. Jamison said we didn't have a lease until June 8, 2012. From then from 2012 until now when we were prepared to move forward, she then got a call from Mr. Skeete who said we needed to renegotiate. Mayor Scruggs said so all of the messages that were before June of 2012 were not accurate? Mr. Jamison said he wasn't saying that. He said they couldn't go forward until he had a lease. Mayor Scruggs said but when she has messages that say he has the money, he's closing the deal, it didn't say based on a lease. Mr. Jamison said he didn't send those messages. Mayor Scruggs said she's not saying that. Mr. Jamison said he was prepared to answer that in a very fair and honest way. Mayor Scruggs asked do any of the other people who have come with Mr. Jamison wish to speak. No response.

Mayor Scruggs called a ten minute recess.

Mayor Scruggs said thank you, the Glendale City Council meeting of November 27, 2012 is called back to order. Council was now going to begin to receive public comment regarding item 5, and she knew there were some people who have changed their cards they had filled out for Item 6 and decided they wanted Item 5. If you had signed up for 6 and now want 5, just go to the back and fill out a yellow card for 5 and give it to our City Clerk. Give her a moment since the numbers changed. Okay, Council is going to try to get these all in within one hour, which is the amount of time she was going to allot and if she received more, then she will ask that comments be presented in a shorter amount of time. We begin with Mr. Ken Jones. Councilmember Alvarez are you there? Councilmember Alvarez said yes.

Ken Jones, an Ocotillo resident, said the biggest mistake of their lives will occur tonight if this item is approved. Tanger Outlet is now the anchor tenant and the city doesn't need the Coyotes for that role anymore. The sales tax was approved to save people's jobs, not to keep the sports team here. Mr. Skeete did not recommend this deal and his reasoning was it would require more layoffs. He noted Mr. Jamison said having the Coyotes would be good for the children in the Valley. The Valley isn't being asked to pay for this, Glendale is being asked to pay for it. Mr. Jamison indicated he would be a good financial partner, but he wants $300 million from the City. Mr. Jones said that Mr. Jamison is not giving the City $300 million, but wants $300 million of our money. He asked that the Council vote with their hearts and conscience. He said to give up the idea of being a wonderful sports mecca. We don't owe the people from Chicago anything. We owe the people of Glendale. He said if this item is passed, he will talk about a referendum plan that will delay it again under the citizen's comment part of the meeting

Jennifer Lacey, a Sahuaro resident, said she is a 20 year resident of Glendale with her family and she owns a home here. She worked for the City of Glendale at the libraries for ten years and at Glendale Elementary School District. She is invested in the success of the City. She is in support of the lease agreement of Jobing.com arena. While she was pursuing her degree in the east valley, she said her friends never came to the west valley as they had everything they needed on their side of town. This summer she has met many people who do come to the west valley in support of the anchor tenant at the arena, the Coyotes. She said people come here because of the Coyotes. They spend money, buy merchandise and eat at restaurants. This keeps jobs. Glendale is fortunate it has sports facilities to attract people from all over the valley. The Coyotes in Glendale will increase west valley exposure from 5 months of the year to 8 months of the year. If the anchor tenant was removed, 40 nights of events would need to be found. In the current economy, large scale concerts are too expensive for musicians and those performers that do come to the valley are evenly distributed throughout the other venues in the valley. She believes the lease agreement is in the best interest of her city, now and for the future.

Darrin Lacey, a Sahuaro resident, said he was opposed to Proposition 457. He made it his goal to educate Glendale on the negative effects of Prop 457. He only desires what is best for the city. The city has grown and emerged as a diverse area that includes shopping, business, sports and entertainment districts. The discussions held by the city have been distorted to a Coyotes centered issue. The true issue is that Glendale owns an arena and will have to operate the arena regardless of whether the tenant occupies the arena. What should be decided is what makes best use of the arena and what will provide enough foot traffic to help the area fully realize its potential and vision. The City has been experiencing what life would be without an anchor tenant during the NHL lockout. Restaurants and retailers have reported $18,000 to $25,000

losses per game due to the decreased foot traffic. The lockout does provide a glaring example of the consequences of allowing the team to leave. The agreement provides for 70 guaranteed events, under penalty. That is largely due to the Coyotes being the anchor tenant. In order to fully realize the potential of the Westgate area, it is imperative that Glendale secure the Coyotes as an anchor tenant. Mr. Jamison has a proven track record of running an arena. He can accomplish this by building up throughout the community. This is what we lack surrounding this team. With this agreement, we not only guarantee an anchor tenant, but gain a community leader in Mr. Jamison. Westgate was designed to bring economic growth and stability to Glendale. This will be accomplished by being both a jobs creator and a revenue stream for the City. It has been a big investment for the City and has a future potential to become a major economic engine. This is a long term investment for Glendale to flourish and come out ahead in the end. At the end of this agreement, Glendale comes out ahead by almost a 2 to 1 margin, about $100 million. This alone, proves this is a wise investment for the City. He requests the Council votes yes on this agreement.

Monique Reaux, a Phoenix resident, said the Council does amazing things for the City every day. This matter has gone on way to long and this issue needs to be put to rest. It is unfortunate, but the City knows this is going to cost them. There isn't really anything new to say. Out of all the people who have come forward for this deal, Mr. Jamison is the only one who has wanted to partner to get this deal done. The debt has to be serviced. No one has ever made a profit from subtraction. Subtracting 40 games and trying to rebuild the area doesn't make any sense. Mr. Jamison is willing to do 30 more events or pay a penalty. That hasn't been on the table before. Ms. Reaux commended Mayor Scruggs and Councilmember Clark for their perseverance in the face of great opposition. The Council's efforts are inspiring. She asked that the Council approve the agreement.

Larry Feiner, a Sahuaro resident, said he previously asked the Council to negotiate the best deal they could without losing the Coyotes. He knew losing the team would be worse than anything. He has looked at all the deals and this one is by far better than all the others. For an arena management agreement to work, they need to hire someone who is experienced in these issues. Mr. Jamison is experienced and wants the job. This contract would give the City and the franchise everything needed to turn around the team and Westgate. He has done it before in San Jose and can do it again in Glendale. Mr. Feiner provided a list of Mr. Jamison's accomplishments. Mr. Jamison deserves this lease and Glendale deserves to have the Coyotes and this lease for years to come.

Gary Lamme, a Sahuaro resident, said he has no problem with the Coyotes and knows several hockey players. He said the City does not have the money and is broke. He understands the supporters of the Coyotes, but the fact is the City does not have the money. He was led to believe that if Prop 457 passed, everything would go back to normal, Police and Fire would not suffer any losses. He said this was printed in the Glendale Star. He said the money is now going to be used for the Coyotes. He said he was not told the truth. He said we cannot do without Police and Fire, but we can do without the Coyotes. He volunteers with the Police Department. If the City has to cut pool operation and the libraries, it doesn't put anyone in harm's way, but Police and Fire cuts just are not acceptable.

Rod Williams, an Ocotillo resident, said if the arena does not hold an extra 30 events, the city will be reimbursed $750,000. If there are no hockey games, the city will be reimbursed $2.4

million, yet the City is willing to give Mr. Jamison $16 million a year. For about $13 million a year, he wouldn't have to do one thing. The City Council is going to have to face the employees they are going to lay off. Five years from now, Police and Fire will be faced with cuts. The Council says how great the employees are all the time, but they are going to be rewarding those employees by laying them off.

Walt Opaska, a Cholla resident, asked the Council to reject this agreement. He said if the revenue projections overstated the revenue and benefits to the City then Glendale is headed for bankruptcy. The City is in a bad state with or without this deal and if the City is paying millions of dollars and the economic projections don't come true, the City is not going to be able to afford its bills. Glendale does not have a good history of making economic projections related to stadiums. In 2001, the City projected it would be making millions of dollars on Jobing.com arena. In 2007, the City projected Camelback Ranch would be a boom for the City. Neither of these projections came true. Both deals were very bad for the City. Now, we are supposed to believe the new projections are correct and are going to be good for the City in 10 or 15 years. Don't fall for the same trap this time of accepting overly optimistic projections that inflate the revenue when we just don't know what is going to happen. He asked for the City Council to reject this agreement and try and negotiate a new deal that is good for the City, based on sound economic projections.

Councilmember Elect Sam Chavira, a Yucca resident, said he has lived in the district for 20 years. He has been a Phoenix Firefighter 15 years ago. He chose Glendale to raise a family. He said Glendale has safe neighborhoods and is a well-maintained city. Earlier this year, he entered politics because he saw a chance to strengthen his family's chance of enjoying a better quality of life in Glendale. He personally knocked on thousands of doors during his campaign. He talked about the right priorities for Glendale, attracting high paying jobs, promoting education and protecting public safety. He also did a lot of listening. He said there is a genuine concern that deals made by the City Council have threatened the very quality of life that makes Glendale special. Citizens are tired of risky deals being made that benefit out of state corporations and developers that leave Glendale without proper guarantees and puts City services at risk. Over and over they heard frustration of city events that have been cancelled and the children growing up not being able to celebrate what makes Glendale special. Through attrition, Glendale has lost nearly 50 police and firefighters. The streets are less safe and neighbors are left waiting for help at their time of greatest need. He has never wavered in his support of the Coyotes at Westgate. The Coyotes can be one of the City's greatest assets; however, Glendale needs to start making smart deals that puts the interests of Glendale first. He asked the City Council to consider the long term impacts of their vote. For the outgoing councilmembers, today's vote may write the legacy they leave behind to the City after years of dedicated service. For those continuing their term, the deal will continue to impact the City for years. He hopes the proper research has been done, budgetary figures are confirmed and safety nets are in place to protect the citizens of due diligence. He looks forward to bringing that style to the Council when he takes office. He looks forward to serving alongside the Councilmembers for the benefit of their neighbors. He asked that the City fiscally cleans house, get it in order and find out exactly where we are at with the budget before making any deals.

Arthur Thruston, a Cactus resident, talked about quacking ducks, dead ducks, and lame ducks. He discussed the Mayor and Councilmembers who were leaving. He didn't think it was right that

this Council should be voting on this issue this evening. The vote should wait until the new Mayor and Council are seated.

Jessica Engel, a Phoenix resident, said she has been watching the process for several years. She said the Westgate needs an anchor tenant that brings the foot traffic in. The Coyotes bring in about 600,000 a year. Studies show we are going to recoup the arena management fee. Someone has to manage the arena and its better if the anchor tenant is managing it. This is not the time to be focused on the here and now; we need to focus on the long term good for the City. Mr. Jamison has a proven past.

Ronda Pearson, a Phoenix resident, asked the Council how they would invest their personal money. She asked if the Council would trust their money with an investor who has no proven financial success. Mr. Jamison has a proven track record of financial success. The City has invested in Jobing.com Arena and the Phoenix Coyotes and it is time to let the successful investor take control of it. After going through this process, this is about friends and community. She believes in this deal. She said there is no plan if this deal doesn't go through.

Darrold Larson, a Cave Creek resident, opted to not speak.

Joe Fraser, a Tempe resident, said he came to the meeting tonight as a small business owner. He would question why his own Council might not prevent a large business from leaving his city. The arena employs 150 full time employees and provides 550 part time jobs. Westgate shops employees about 500 people and the surrounding hotels an additional 200 employees. These businesses provide livelihoods to many people and they chose Westgate because there is a professional hockey playing there. They rely on the team and supporting activities that take place there. Mr. Jamison will bring 40 nights of hockey and 30 additional nights of concerts or other activities that bring more than 7,000 people to the arena. He asked the Council to reach a deal with Mr. Jamison.

Bill Demski, a Sahuaro resident, said he got pushed to the back of the Council Chambers, even though he has paid taxes in Glendale for 30 years. He said it is insane what is going on with this deal. He said taxes have gone up on everything, including on his in-laws who are on a fixed income. He said many people are living in poverty and free loaders are coming in and taking all the money. He said giving Mr. Jamison $320 million is insanity.

Troy Baker, a Surprise resident, said every Sunday he and his family attend Cardinals games. He goes to about 60 games, 65 events at Jobing.com alone. He said he has had an opportunity to do all the events and visit the businesses at Westgate. He passes all the businesses near his home and comes to Glendale to spend his money. He believes the Council is doing a good thing and moving in a good direction. He has been a Coyotes fan from the beginning. He talked about Canadians who visit Glendale to see the hockey team.

Mayor Scruggs said well that completes all the speaker cards and we did all fourteen cards in 58 minutes. We did a great job. Now we will go back to discussion of the Arena Management Lease Agreement. Do any of the Councilmembers wish to ask any questions about that or make any statements? She was not calling for the Ordinance to be read yet. No response. She said let me ask a couple of questions then. She said this would go to either/or Mr. Skeete or Mr. Tindall. Hopefully, you agree on the answer.

Mayor Scruggs said okay, she talked to both of them about the fact that the agreements mention both a team owner and an arena manager, even though they are going to be the same entity. They've explained this is the way it has always been, it is always this way, but they are two different entities for the purpose of going forward. Is that correct? Mr. Tindall said yes that is correct.

Mayor Scruggs said a question she had is if the entity is the one we enter into an agreement with, chooses to be one or the other, the entity doesn't want to be an arena manager anymore but just wanted to be a team owner, can that happen? Mr. Tindall said the agreement states if the arena managing entity no longer wishes to manage the arena, the city has the ability to hire another manager, but it does not relieve the team of its obligations under the agreement. The team doesn't have the option not to fulfill its obligations under the agreement so long as the City doesn't default.

Mayor Scruggs said she was more interested in what happens if the team owner decides they do not want to continue to be the arena manager, and who gets to pick that new arena manager, and is there any involvement on the party of the City in this new arena manager coming on board? Mr. Skeete said the way the agreement is written, if the current arena manager chooses to have a new manager manage the arena on his behalf, that process will require review and approval by the City Council. Mayor Scruggs said so the entity could not decide they just don't want to be the arena manager anymore, but they could enter into an agreement with somebody else to take over the responsibilities. Mr. Skeete said that while the City does have some approval, that approval is limited as long as the new entity is ready to honor the obligations and agreements in this contract. Mayor Scruggs asked could the arena manager enter into some contractual arrangement with this new entity without coming through the City for approval by the Council. Mr. Skeete said my guess is not. Mayor Scruggs said no, she doesn't want a guess, she wanted to know. Mr. Skeete said the way the agreement is written today, it must be approved by the City Council. Mr. Tindall said there is a section in the agreement that allows the arena manager to delegate responsibilities to an arena sub-manager. The arena manager still maintains the same obligations, but it can use another entity to fulfill those obligations. Mayor Scruggs asked do we have a deal, without any position taken by the City as to whether they want that other person to take over or not. Mr. Tindall said that was true, but the arena manager would still have the same obligations, so they could contract out all or part of the obligations, but they would still have the same obligations to the City. If the arena manager was not fulfilling his responsibilities, the City would be able to take action against the arena manager.

Mayor Scruggs said she had a question regarding several places in which there is reference to a waiver of conditions and she would just pick out one. This is section 17.2.3, Conditions to the Obligations of the City, reference a waiver of such conditions when it talks about waiving conditions in this agreement, who has the right to waive conditions for the city. Mr. Tindall said in order for these to be waived, this would be a substantial waiver of a material part of the agreement, so counsel would be required to take action to waive those conditions. Mayor Scruggs said okay here's one that is in complete sentences. Closing and closing date, page 7, "means the consummation of the transaction and the date of consummation contemplated by this agreement upon the satisfaction or waiver of all conditions set forth in section 17.2." So her question was could such a waiver be an administrative act. Mr. Tindall said it would require council action.

Mayor Scruggs asked if no one else has any questions. She said if this is approved tonight, when do you sign it, Mr. Skeete. When do you have to sign this agreement? Mr. Skeete said the signing of the agreement can take place anytime between now and when Mr. Jamison officially owns the team. The agreement does not take effect until after he owns the team. So, signing the agreement after tonight's vote will not put the agreement into effect that would only happen when Mr. Jamison is able to sign the agreement after he owns the team. Mayor Scruggs asked would there be any reason why he would sign before he completes his purchase of the team since it can't go into effect. What would the reason be to sign it? Mr. Skeete said there will be no sense of urgency to sign the agreement until Mr. Skeete gets word from the NHL that Mr. Jamison is in the process of closing the transaction on the purchase of the team. Mr. Tindall said part of Mr. Jamison's efforts to raise the necessary financing is contingent on the lease agreement. The provision that allows for the City to sign the agreement with a condition precedent, that it not be effective until the team is purchased, does facilitate Mr. Jamison's effort. That is the purpose of that provision being in there.

Mayor Scruggs proposed an approach for the Council to consider. Mr. Jamison said he brought into this deal 17 months ago and she imagined that must be the case because Council's been hearing about it for 17 months. This prolonged delay of actually having the team purchased and things going forward has been very detrimental to the City of Glendale in many ways and it looks like it could go on indefinitely. Now, we have another dynamic at work and that is some people who say you're going to leave us with this thing to manage and we should have a say in this, meaning the newly elected Councilmembers and Mayor who will actually be a majority of the Council at that time. So, she's going to propose for Council consideration that rather than leave this open-ended as we did in June when this was approved, that there be an end date on this, that the purchase of the team must be finalized by January 15, 2016, because on January 16, 2013, new people are seated. She said Councilmember Alvarez actually made a reference in our workshop a week ago and she said yeah, it's like we are renting a house only the renter tells us how much rent they are going to pay, when they are going to pay it and sets all the other conditions of being a renter and we, the landlord, just say okay, whatever you say. So, she's going to propose when the Ordinance is read that a motion include a date of January 15th by which the purchase must be consummated so that the agreement can be signed and entered into so that this City can move on with its fiscal life. The longer this stays in abeyance, the more difficult it is for the city, so she was putting this out for your consideration.

Councilmember Clark said this has come out of nowhere and she would like to hear Mr. Jamison's thoughts of a date certain.

Mayor Scruggs called Mr. Jamison forward.

Mr. Tindall said he wanted to point out that the agreement does have a date in it. It has a date of January 31, 2013, which is the end date for the closing. Mayor Scruggs said okay, then missed that, she apologized. Mayor Scruggs said the one date she found was June 30th, 2013 for him to get the $11 million. Mr. Tindall said it is page 63, its 17.2.3, subsection F, the closing date shall occur on or before January 31, 2013, unless extended by the City. Mayor Scruggs said okay now you say this is on page 63. Mr. Tindall said page 63 of the non-redline version.

Mayor Scruggs said okay on page 66, she found F, the closing date shall….So what happens then unless extended by the City. So, at that point, if it has not occurred, it comes back to the City

Council, which would be the new City Council, to make a decision. Is that correct? Mr. Tindall said probably before that, but that was correct. Mr. Tindall said January 31, 2013, is the outside closing date, unless extended by the City. Mayor Scruggs said but that would be by the City Council action, not an administrative act. Mr. Tindall said it would require City Council action. Mayor Scruggs said in the past everything was done administratively and that is why she asked these questions. Things were done administratively and we were not told, so how would we know this would be a City Council action. Mr. Tindall said this is a substantive alteration of this agreement, so it would require Council action. Mayor Scruggs said well it will be recorded then in the minutes, so she appreciated that.

Councilmember Clark said every major change that has occurred to this deal has been brought to the Council. She did not know what administrative actions the Mayor is referring to. Mayor Scruggs said she agreed totally. What she was referring to, other actions, notably having to do with the arena and Coyotes previously and other situations. She was not referring to this and she would like to compliment Mr. Skeete because the changes in terms of the negotiations, the money aspect of this, the fact that there is some accountability are all due to him and she gave him credit for his work.

Councilmember Clark said on December 27, 2003 they celebrated the grand opening of the arena and now almost 9 years later, hopefully they are celebrating an event as important as the opening of the arena itself. This lease agreement will guarantee stability of the arena for at least 20 years. She said it is time to give the arena a chance to improve the area. They have devoted more land to development in this area than in any other area of the City. Glendale's western area because more centrally located as the valley grows. Years ago, a vision was created for west Glendale and Westgate. With an affirmative vote, they hold true to the vision of 9 years ago. A promise was made to the residents of Glendale to fully, economically develop the western region of the city. If the agreement is not approved, Glendale takes one step toward their own fiscal cliff and toward the failure of Westgate.

Councilmember Martinez pros and cons of the agreement have been discussed and direction was given to proceed. Based on the most recent revisions that were negotiated, his decision is a lot easier, with the lease payments being prorated. He has supported keeping the Coyotes in Glendale for the longest time and he thinks it's the best decision for the City long term. He thanked Mr. Jamison for showing his willingness to renegotiate some of the terms of the agreement.

Councilmember Alvarez made her decision a long time ago. She can't say she feels this is the best decision when the City can't afford it. She said at the November 20th meeting she said they couldn't afford it. She said I don't know or I wasn't told is not a good excuse. Transfers were done that were not legal to do. She asked how much profit has been made from the arena and Mr. Skeete told the Council zero profit has been made. If it wasn't for the Mayor exposing some of what was going on, they would have no idea about any of this. She said this isn't a good deal. She said it is their job to look for a better way to make Glendale a safe community. Investment should be made for Glendale's future and not for business. She has asked for information from day 1, but not all of it has been shared. She said they have not done a good job. She said they need to be responsible. She will not vote for this because she sees what is happening. She can't believe the City is in this position.

Councilmember Knaack said this has been a very tough decision. She appreciates all the input from the citizens. She doesn't think it is a sports issue; it is an anchor tenant issue. It means bringing over half a million people to Westgate every year. She is concerned about the loss of jobs, both at the City and at Westgate. The economy is the reason we are in this financial situation. She sees the economy as the problem, but Westgate will help improve things. She said the agreement with Mr. Jamison is the best one we will get. Mr. Jamison will do his best to see this succeed. She will vote in favor of this agreement.

Mayor Scruggs said she would like to make a clarification to Rod Williams' statements made with regard to the cuts to public safety starts in 2015, not 2018 and the tax ends after 2017. Mr. Lamme summed it up best. He said this is what we can afford and what we can't afford is what this is all about and we just don't have the money. Proposition 457, so many people voted it down and they voted it down because they voted for their services and for the City they knew and loved. Way back in February, we were told by our then City Manager that this sales tax increase had nothing to do with the Coyotes, but yet when the City staff went all over making their explanations of the cuts that would happen, it was stated very clearly, it was stated by Mr. Skeete in workshops, that if that sales tax didn't stay, then we couldn't do the Coyotes deal. So, that sales tax is totally tied to being able to pay money to somebody to bring in these 600,000 people a year.

On November 5th, we were told our general fund balance was negative. She didn't know about you, but in my house, first of all she doesn't have a checking account that is going to be negative, but if you have less than zero in your checking account, do you go up and sign up on a long term contract? That's what this is about, signing a 20 year contract when the city has less than zero in our general fund. She believed the public will find they were misled when they voted against Proposition 457 and they are going to find that because they are going to lose their services. She will continue to not support this, and the reasons are that she chooses to support small businesses in downtown Glendale who do not have a New York based real estate firm, like Westgate has, that can lower their rents, make concessions and do whatever they need in order to keep those businesses in business. The most recent article from the Phoenix Business Journal says Westgate is 70% leased and it says there are several new tenants coming. It doesn't say depending on the Coyotes thing, it just says there are several new tenants coming and they are looking forward to the 5 million people that will be visiting Tanger Outlets. So, she thought it was up to Ice Star to keep those businesses profitable. You know, our folks downtown here, nobody gave them money. They invested their own money to start their businesses. They don't have some big rich organization that says okay, you're not doing well, we'll fix the rent or you don't have to pay rent for a long time, or whatever, just to keep you in business. Why does she focus on downtown? She focuses on downtown because, quite honestly, our festivals, our special events that have been developed for economic development for downtown Glendale will be back on the chopping block. They were on the chopping block before, they will be again. She was asking Mr. Skeete, to tell her what those operating expenses are that he is going to cut that aren't personnel. He kind of danced all over the place, but he said there are not many places to go. There's not much that can be taken. Well, folks, when you go outside, enjoy those lights, because it's probably going to be the last year you are going to see them.

How does that tie to downtown, that's what we do? You know, there's a whole lot being said it's our responsibility to save Westgate. She didn't think so, because they've got big, rich Ice

Star to save them. But these businesses out here don't and that's our attempt to help them and she thought that's all going to be gone and she thought that's going to destroy the heart of our City. Finally, and most importantly, she chose to support people in different uniforms than Coyotes uniforms. She chose to support people in our Police Department uniforms and our Fire Department uniforms and our road crew, streets crew uniforms and our Public Works uniforms, and our custodians' uniforms. She chose to support people in those uniforms over people in Coyotes uniforms. She believes that's what our residents wanted when they supported keeping the tax increase. She had been saddened and been shocked by this reference to it being more important or just as important to save jobs in Westgate as it is to save our employee's jobs. We each took an oath of office. That oath of office had nothing to do with saving jobs at a private development, none whatsoever. My oath of office directs that she protect services to our citizens and those services are provided by our employees. To hear that people feel they are expendable is shocking and very saddening. Finally, she knew a lot of you heard the discussion at the last workshop and she knew you've been all talking to each other about it back and forth about those mysterious documents that the Mayor said she got, but nobody else got, that were released on April 21, 2012. They have since been released in response to a public records request. They were sent to all the Councilmembers again, even though they had them the first time. In those documents was one sheet of paper and the title of it, now remember these were all created in 2009 around the time Mr. Moyes put the team into bankruptcy, maybe a little before or a little after. This one document was titled 2009 Coyotes Financial Assistance Plan. You can't say it much more plainly than that. In 2012, this is still a Coyotes financial assistance plan. She chose to support a City of Glendale financial assistance plan instead. Thank you. If there are no other statements, she would call for the vote.

It was moved by Clark, and seconded by Frate, to approve Ordinance No. 2826 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Knaack, Martinez, and Frate. Members voting "nay": Alvarez and Scruggs.

She stated the emergency clause does not go into effect. The Ordinance has passed. There is no emergency clause, because it did not meet the requirements set out in our Charter for the number of votes.

RESOLUTIONS

6. <u>ARENA LEASE AND MANAGEMENT AGREEMENT AND NONCOMPETITION AND NON-RELOCATION AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC</u>

PRESENTED BY: Horatio Skeete, Acting City Manager
RESOLUTION: 4629

This is a request for City Council to adopt a resolution authorizing the entering into of the following agreements with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Jobing.com Arena by the Phoenix Coyotes: (1) Arena Lease and Management Agreement and (2) Noncompetition and Non-Relocation Agreement.

Mayor Scruggs asked does anybody have any questions before she opened this up for public comment. At this time, there are 14 speaker cards.

Troy Baker, a Surprise resident, said he already spoke on the last matter and just wanted to say thank you for Council's time.

Jordan Dickson, a Cholla resident, said he was a 22 year old native of Arizona and a student at Glendale Community College. He loves watching hockey and has been a ticket holder for the past three seasons. He said we are a Coyotes family. He is ready to do whatever it takes to keep the Coyotes. He is ready to make Westgate his all things destination, especially now that the Tanger Outlets are open. This affects all of us. He thanked Mr. Jamison for coming out tonight. Although he has lived in Glendale for 22 years, he has never used the recreation center and has been the library only once, but he was called a leech and a freeloader tonight. He is a taxpaying resident and a true fan begging to hear the goal horn one more time. He is in favor of savings the jobs of hundreds of Westgate's employees, because he used to be one of them.

JoJo Fraser, a Tempe resident, opted to not speak.

Kaleb Reedy, a Goodyear resident, thanked the Councilmembers for voting yes and said he will make sure to see things through. He praised Vice Mayor Frate and Councilmember Martinez. He said he was worried about Councilmember Knaack, but thanked her for coming through. He gave credit to Mayor Scruggs, but said her support on previous deals got us to the deal that has been a resounding best deal for the City. He also thanked Councilmember Clark for her hard work that she did. He said he goes to school here, works here and looks forward to spending money here.

Jim Schulte, a Sahuaro resident, was not present when called.

Bill Demski, a Sahuaro resident, asked where the city was going to get $324 million.

Arthur Thruston, a Cactus resident, said he wanted to make congratulatory remarks to the Coyotes fan. He has never been to a Coyotes game. He commended Councilmember Clark to stand up against the other Councilmembers.

Darrin Lacey, a Sahuaro resident, opted to not speak.

Jennifer Lacey, a Sahuaro resident, opted to not speak.

Monique Reaux, a Phoenix resident, opted to not speak..

Larry Feiner, was not present when called.

Resolution No. 4629 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 EXECUTION AND DELIVERY OF THE FOLLOWING TWO AGREEMENTS: (1) ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC; AND (2) NONCOMPETITION AND

NON-RELOCATION AGREEMENT WITH ARIZONA HOCKEY PARTNERS, LLC AND ARIZONA HOCKEY ARENA PARTNERS, LLC.

It was moved by Frate, and seconded by Martinez, to pass, adopt and approve Resolution No. 4629 New Series. Motion carried with the following Councilmembers voting "aye": Clark, Knaack, Martinez, and Frate. Members voting "nay": Alvarez and Scruggs.

7. EQUITABLE SHARING AGREEMENT WITH THE ARIZONA DEPARTMENT OF GAMING

PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4630

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 agreement with the Arizona Department of Gaming for the equitable sharing of Racketeering Influenced Corrupt Organization (RICO) assets.

Participation in this program allows the Police Department to receive a portion of the RICO assets seized on criminal cases worked in conjunction with the Arizona Department of Gaming. This agreement allows the Police Department to collect 40% of the assets seized from a recent joint investigation.

Resolution No. 4630 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 EQUITABLE SHARING AGREEMENT FROM SEIZURE AND FORFEITURE WITH THE ARIZONA DEPARTMENT OF GAMING ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

It was moved by Martinez, and seconded by Knaack, to pass, adopt and approve Resolution No. 4630 New Series. The motion carried unanimously.

8. LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT WITH ARIZONA GOLF VENTURES, LLC FOR GLEN LAKES MUNICIPAL GOLF COURSE

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation & Library Services
RESOLUTION: 4631

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 two-year contract with Arizona Golf Ventures, LLC for the management and operations of the Glen Lakes Municipal Golf Course.

In September 2008, the Council approved a 10 year agreement with Glen Lakes Golf Management LLC to operate and maintain the golf course. Through a series of actions, it was necessary to find that company in breach of contract and on October 24th, the City took possession of and seized the assets of Glen Lakes Golf Course. The City worked with Arizona Golf Ventures LLC and staff was recommending a two year management agreement with that company. The City will not incur any costs at the golf course which will continue to generate

revenue for the City. The City is asking they pay the City $1,000 per month beginning after the 6th month of operation, in addition to $60,000 per year in in-kind services.

Mr. Strunk said the two year contract is time to work through a separate request that the Council discussed in workshop in October which was the potential repurposing of the golf course. That will take time and this agreement is reflective of that.

Mayor Scruggs asked if all operating expenses were going to be assumed by Arizona Golf Ventures. Mr. Strunk said yes. Mayor Scruggs said so there is no expense on the city's side? Mr. Strunk said that is correct.

Vice Mayor Frate thanked Mr. Strunk for resolving this in a timely manner with no cost to the City.

Councilmember Knaack is happy and this agreement and so are the citizens who live in the area. She would like to keep the golf course self-sustaining.

Resolution No. 4631 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE, MANAGEMENT & OPERATIONS AGREEMENT WITH ARIZONA GOLF VENTURES, L.L.C. FOR THE MANAGEMENT AND OPERATION OF THE GLEN LAKES GOLF COURSE LOCATED AT 5450 WEST NORTHERN AVENUE IN GLENDALE, ARIZONA.

It was moved by Knaack, and seconded by Clark, to pass, adopt and approve Resolution No. 4631 New Series. The motion carried unanimously.

9. COUNCILMEMBER APOINTMENT
PRESENTED BY: Horatio Skeete, Acting City Manager

This is a request for the City Council to fill the Councilmember vacancy in the Cactus District.

The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, fill the Councilmember vacancy in the Cactus District.

Councilmember Martinez said this issue came up at the workshop last Tuesday. At that time, he did not support this as he didn't think it would make that much difference. However, after thinking about it, he has changed his mind and he would have no problem with going ahead and letting Ian Hugh complete the term of Councilmember Lieberman.

It was moved by Scruggs, and seconded by Knaack, to approve to fill the Councilmember vacancy in the Cactus District with the Councilmember Elect, Ian Hugh. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Knaack, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, December 4th, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, commented about the latest listing of the 10 most dangerous occupations. He talked about a list of the highest paid police officers and firefighters and how much police officers and firefighters earned in overtime. He talked about Mr. Beasley's retirement pay and the amounts of money put into pension accounts by police and fire administrators. He suggested an audit of the administrator's salaries.

Helga Bermgard, a Cactus resident, commented she has lived there for 38 years. She worked for Larry Miller for many years. She said the fence with the barbed wire was taken down at Glendale and 47 Avenue and was thankful for that. She is hoping to get big names at the arena now. Fourteen palm trees were taken out of her neighborhood because of wires. She thought the trees should have stayed and the wires could have been put underground. She said they were promised a city building at 47th and Glendale, but now it is a body shop.

Bud Zomock, an Ocotillo resident commented about placing the public comment item at the beginning of the meeting. He stated Councilmember Alvarez asked that public comment go first at recent council meeting. He said he was not in favor of that because after listening to the meeting, many of the questions he had were answered. He said this is his government and he should be able to sit through a council meeting to answer his questions.

Salvador Reza, a Phoenix resident, said he thought Phoenix was bad, but Glendale topped it. He talked about the 1948 United Declaration of Human Rights and the fact that human rights were being violated every day. He talked about police officers who practice racial profiling and provided a CD to prove this. He said Glendale is tied to the same thing Sheriff Joe is doing. He asked that Glendale declare itself a human rights city.

Aviola Lara spoke Spanish and a person from the audience translated. She said she lived in Glendale. She was not stopped by the police, but she does have evidence of racial profiling by the police. The police stopped a person for his physical appearance. It bothers her that Glendale would be the same as living in Phoenix. In Phoenix you have less confidence with the police, but she didn't want to lose confidence of the police in Glendale. She is concerned about how the image of Glendale is presented.

Bonnie Steiger, a Sahuaro resident, spoke and said most of the people speaking were very good, except the gentleman who insulted some people, they were not freeloaders and they pay a price to attend the games. She thought he was rude, telling people what others earned. She is for the Coyotes.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Frate congratulated Councilmember Martinez and his wife, Mary, upon the celebration of their 60th wedding anniversary yesterday. He came to work on his anniversary. He commended Councilmember Martinez and wanted to acknowledge him for that. Please watch children around water.

Councilmember Martinez thanked everyone who showed up and spoke today. They heard good arguments by both sides. It is important that people do show up and tell them what they think.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:18 p.m.

_____

Pamela Hanna - City Clerk

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **BOARDS, COMMISSIONS & OTHER BODIES**
Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

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

Arts Commission				
Darren Fosdick	Mayoral	Appointment	12/11/2012	08/23/2014
Kaitlyn MacKay	Yucca	Appointment	12/11/2012	08/23/2014
Aviation Advisory Commission				
Walter Chaney – Vice Chair	Barrel	Appointment	12/11/2012	11/24/2013
Citizens Bicycle Advisory Committee				
Garrett Simpson	Barrel	Reappointment	01/16/2013	01/16/2015
Scott Richmond	Yucca	Appointment	12/11/2012	07/18/2013
Personnel Board				
Richard Westby	Mayoral	Reappointment	01/23/2013	01/23/2014
Risk Management/Worker's Compensation Trust Fund Board				
Yvonne Knaack	Barrel	Appointment	01/15/2013	07/24/2014
John Stern – Chair	Cholla	Appointment	01/15/2013	07/24/2013

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**SPECIAL EVENT LIQUOR LICENSE, ARIZONA SPORTS FOUNDATION**
Staff Contact:	**Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Arizona Sports Foundation. The event will be held at University of Phoenix Stadium's Parking Lot located at 1 North Cardinals Drive on Thursday, January 3, 2013, from 12:30 p.m. to 5:30 p.m. The purpose of this special event liquor license is for the 2013 Fiesta Bowl pregame party.

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

Background Summary

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

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

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**12/11/2012**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**SPECIAL EVENT LIQUOR LICENSE, ARIZONA SPORTS FOUNDATION**

General Information

Request: Special Event Liquor License

Location: 1 North Cardinals Drive Parking Lot

District: Yucca

Zoned: PAD

Applicant: Chris Robert Myers

Owner: Arizona Sports Foundation

Background

1. The event will be held on Thursday, January 3, 2013, from 12:30 p.m. to 5:30 p.m.

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

3. The purpose of this event is for the 2013 Fiesta Bowl pregame party.

4. Proceeds from this event go to the Arizona Sports Foundation.

Review/Analysis

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

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

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

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

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Arizona Sports Foundation
2. Non-Profit/I.R.S. Tax Exempt Number: [redacted]
3. The organization is a: (check one box only)
   - ☑ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Pregame party for the 2013 Fiesta Bowl
5. Location of the event: 1 West Cardinals Drive (parking lot) | Glendale | Maricopa | 85305
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant:** Myers (Last) | Chris (First) | Robert (Middle) | [redacted] (Date of Birth)
7. Applicant's Mailing Address: 7135 E. Camelback Rd. Ste. 190 (Street) | Scottsdale (City) | AZ (State) | 85251 (Zip)
8. Phone Numbers: ( ) Site Owner # | (480) 517-6295 Applicant's Business # | [redacted] Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	01/03/2013	Thursday	12:30 P.M.	5:30 P.M.
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 0 days this year, including this event (not to exceed 10 days per year).

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

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

Name Arizona Sports Foundation — 100% (Percentage)

Address 7135 E. Camelback Rd. Ste. 190 Scottsdale, AZ 85251

Name _____ _____ (Percentage)

Address _____

(Attach additional sheet if necessary)

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

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

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

TBD # Police ☑ Fencing
TBD # Security personnel ☑ Barriers

We will be looking to the City of Glendale for police. Security detail is currently out to bid.

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

_____ Name of Business ( ) _____ Phone Number

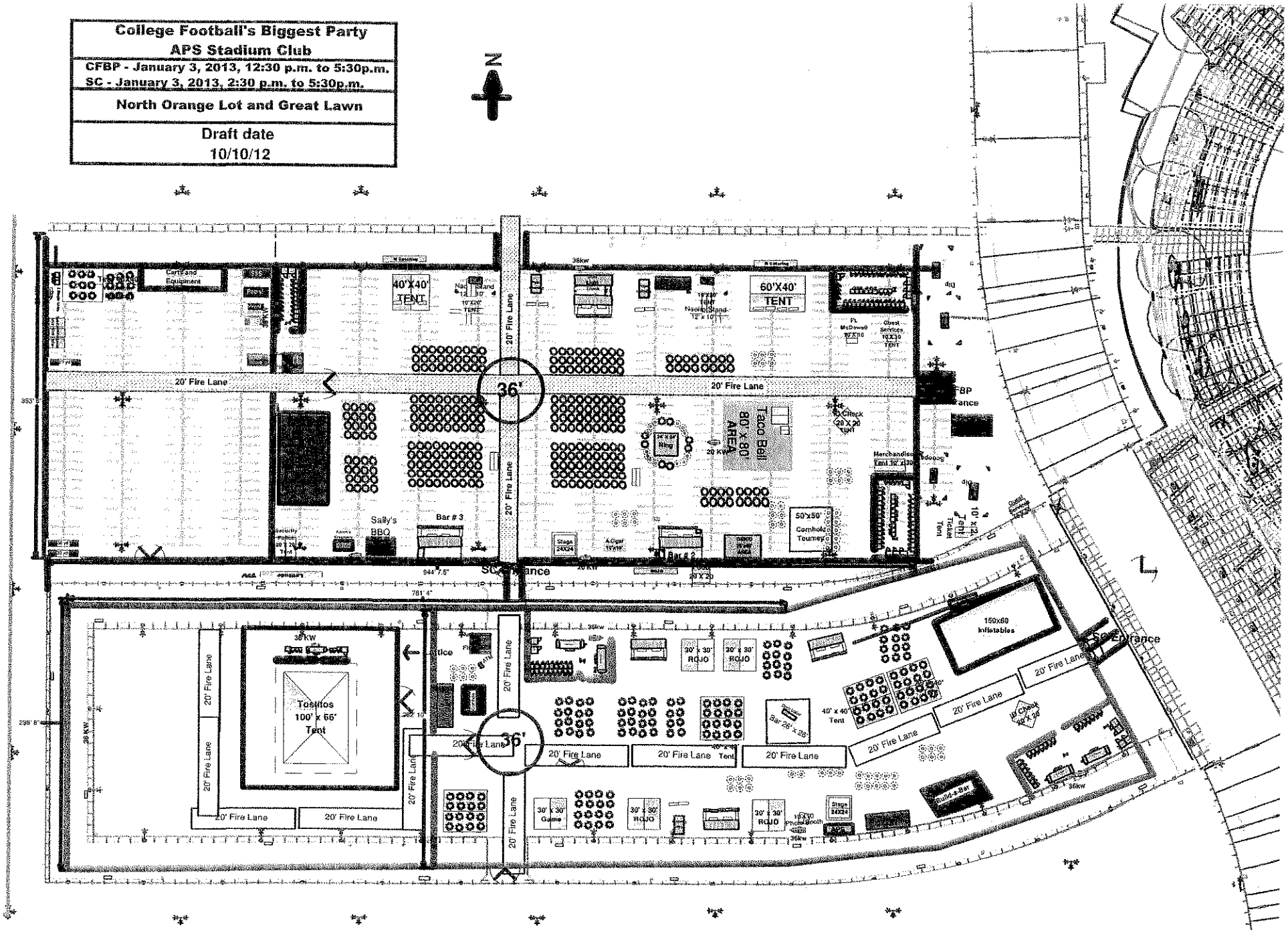
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades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

College Football's Biggest Party
APS Stadium Club

CFBP - January 3, 2013, 12:30 p.m. to 5:30p.m.
SC - January 3, 2013, 2:30 p.m. to 5:30p.m.

North Orange Lot and Great Lawn

Draft date
10/10/12



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

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

X _____ (Signature) Chief of Staff (Title/Position) 10/21/2012 (Date) (480) 350-0942 (Phone #)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22nd (Day) Oct (Month) 2012 (Year)

Myrna A. Hoon
Notary Public
Maricopa County, Arizona
My Comm. Expires 11-01-14

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

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

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

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22 (Day) October (Month) 2012 (Year)

Myrna A. Hoon
Notary Public
Maricopa County, Arizona
My Comm. Expires 11-01-14

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

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SPECIAL EVENT LIQUOR APPLICATION

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

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Account # _____

RECEIVED NOV 07 2012

Event Information

Event Business Location Name: ~~Arizona Sports Foundation~~ College Footballs Biggest Party

Event Address: 1 West Cardinals Drive

Name of person filling out this form: Russell Benton

Phone Number: 770-634-2592 Address: 7135 E. Camelback Rd. Ste. 190

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

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

Event Contact Name: Chris Myers

Phone Number: 480-517-6295 Address: 7135 E. Camelback Rd. Ste. 190

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

If "Other," please describe your relationship to the business: Intern under event mgr. Chris Myers

Event Sponsor Information

Organization Name: Arizona Sports Foundation

Organization Address: 7135 E. Camelback Rd. Ste. 190

Federal ID Number: [redacted]

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	01/03/2013	12:30p - 5:30p	Day 6:		
Day 2:			Day 7:		
Day 3:			Day 8:		
Day 4:			Day 9:		
Day 5:			Day 10:		

Event Activities

Patron Dancing ☐ Yes ☒ No Cover Charge ☒ Yes ☐ No If yes, Amount $ 30 - 100

Live Entertainment ☒ Yes ☐ No If yes, Type ~~inflat~~ band, youth boxing

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

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

FOR CITY USE ONLY

GASE1011

Print version 04/2010-1

Account#

Event Fencing

Will there be fencing? ☒ Yes ☐ No

If yes: Type of Material Chain link Height of Fence 6 ft.

Number of Exit Gates 8 Width of Exit Gate(s) 24 ft.

Event Parking

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

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

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

Permit Requirements*

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

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

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

Interpreter Language

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

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

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

[signature] 11-07-2012

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

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

ATTACHMENT

12-127

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **11-08-12**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Sports Foundation**

Business Address: **7135 E. Camelback Rd. #190 (Event located at 1 Cardinals Dr., Great Lawn & Orange Lot)**

Applicant/s Information

Name: **Myers, Christopher R.**

Name:

Name:

Name:

Background investigation of applicant/s (verified with PACE and CHIPS) completed.

Calls for Service History:	Call history for location beginning: 11/8/2011	Other Suites	New ownership call history beginning:
Liquor Related	6		
Vice Related			
Drug Related	4		
Fights / Assaults	48		
Robberies			
Burglary / Theft	33		
911 calls	1		
Trespassing	19		
Accidents	12		
Fraud / Forgery	10		
Threats			
Criminal damage	12		
Other non-criminal*	45		
Other criminal	27		
Total calls for service	**217**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

100% percent of the proceeds from this Special Event go to Arizona Sports Foundation. This Special Event License is for the Pre-game party for the 2013 Fiesta Bowl.

Event is scheduled for 01-03-13 (Thur), Fiesta Bowl.

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

Current License Holder:

N/A

Location History:

No significant reports

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	11-8-12
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	SHZ	11/13/2012

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-7869, SO**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a person-to-person, location-to-location transferrable series 7 (Bar - Beer and Wine) license for SO located at 10630 North 59th Avenue, Suite 104. The Arizona Department of Liquor Licenses and Control application (No. 07070501) was submitted by Chang Hui So.

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

Background Summary

The location of the establishment is in the Barrel District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 16,622. This series 7 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

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

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

Community Benefit/Public Involvement

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

CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report

STAFF REPORT

Meeting Date:	**12/11/2012**
To:	**Horatio Skeete, Acting City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**LIQUOR LICENSE NO. 5-7869, SO**

General Information

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

License: Series 7 (Bar - Beer and Wine)

Location: 10630 North 59th Avenue, Suite 104

District: Barrel

Zoned: PAD (Planned Area Development)

Applicant: Chang Hui So

Owner: So and Grosse, LLC

Background

1. The 60-day deadline for processing this license was December 3, 2012. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on October 10, 2012.

2. The population density is 16,622 persons within a one-mile radius.

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

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

Citizen Participation to Date

No protests were received during the 20-day posting period, October 12 through November 1, 2012.

Review/Analysis

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that

public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person, location-to-location transferable series 7 license, may take into consideration the location as well as the applicant's capability, qualifications, and reliability.

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

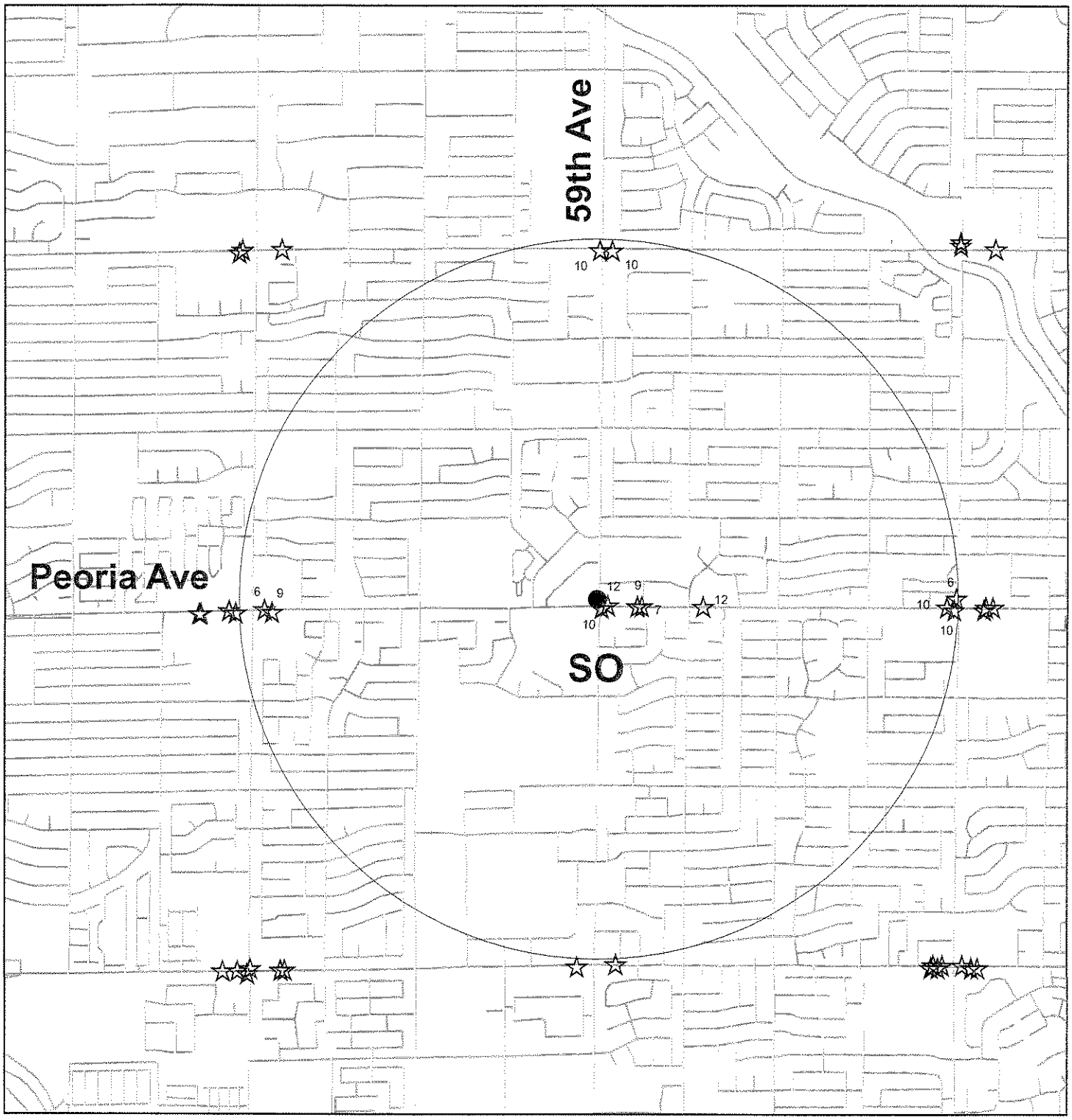
PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

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



BUSINESS NAME: SO

LOCATION: 10630 N. 59th Ave, Ste. 104

ZONING: PAD

APPLICANT: Chang Hui So

APPLICATION NO: 5-7869

GIS

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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W E
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12-124

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **10-26-12**

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

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

Application Type: **Person Location Transfer**

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

Business Name: **So**

Business Address: **10630 N. 59th Ave., Ste 104**

Applicant/s Information

Name: **So, Chang H.**
Name: **Grosse, Demetric E.**
Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/26/2007	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults		2	
Robberies		1	
Burglary / Theft		16	
911 calls			
Trespassing			
Accidents			
Fraud / Forgery		1	
Threats		1	
Criminal damage		2	
Other non-criminal*	3	9	
Other criminal		1	
Total calls for service	**3**	**33**	**N/A - No Interim Permit**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

There is no current license at this location

Transfer license holder: Stephen Arthur Kraus (Agent)
Mai Cup of Joe (Owner)

Transfer license location: Press Coffee Food Wine
5410 E. High St #115
Phoenix, AZ 85054

No known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	10-26-12
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	513	10/29/2012

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **TOWING AGREEMENT EXTENSION**
Staff Contact: **Debora Black, Interim 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, for no longer than one year, to the towing agreement with DV Towing, LLC.

Background Summary

The city's current agreement with DV Towing, LLC expires on December 31, 2012. Staff would like to extend the current agreement with DV Towing, LLC to have an opportunity to provide more time for the city to draft a Request for Proposal (RFP) for a new towing agreement with more favorable terms to the city. Upon receiving Council approval, the Police Department will begin working with Materials Management on the solicitation process. Before the extension ends, staff will return to Council with a new towing agreement.

Previous Related Council Action

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; the same pricing structure that is currently being used will continue.

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Debora Black, Interim Police Chief**
Item Title:	**TOWING AGREEMENT EXTENSION**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed towing agreement extension with DV Towing, LLC. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The city's current agreement with DV Towing, LLC expires on December 31, 2012. The term of this extension will be month-to-month, for no more than one year; it will expire upon the execution of a new agreement. The Police Department has been very satisfied with the performance of duties under the current contract, as well as the community mindedness demonstrated by DV Towing, LLC. The purpose of this extension is to provide more time for the city to draft a Request for Proposal (RFP) for a new towing agreement. The RFP process enables a careful evaluation of competitive offers received from towing companies. These actions are intended to enhance the establishment of a new towing agreement with more favorable terms to the city.

ANALYSIS

It is in the city's best interest to draft the RFP and towing agreement with favorable terms to the city not included in the current agreement. Upon receiving Council approval, the Police Department will begin working with Materials Management on the solicitation process.

It is important that this item be considered at this meeting, as the current agreement expires on December 31, 2012.

Staff will be recommending that City Council authorize the City Manager to enter into a month-to-month extension, for no longer than one year, to the towing agreement with DV Towing, LLC.

FISCAL IMPACTS

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

TOWING AGREEMENT

This Towing Agreement is made this ___ day of _____, 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.

[Signatures to appear on following page.]

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: _____

Its: _____

EXHIBIT A

Towing Agreement

Original Agreement (Contract No. C-6266), Settlement Agreement, and Amendments

CITY CIERK
ORtGIIAL

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 Ill 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 mm1mum 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 tmcks 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 arc 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 Jlat 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
smattbews@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. 7'· Ave.
Phoenix, AZ 85085
Phone: 623-516-8700
Fax: 623-582-1012

dvtowing@aol.com

Nathan Larkin
DV Towing, LLC
21830 N 20th Street, Snitc 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
NathanL arkin, Director Date

CITY OF GLENDALE
an Arizona municipal corporation

By: 11/4-<0/
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 citv) 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	$ 500.00
amount)= SECTION TOTAL	$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~~
1_0 (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 (I 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 I'rices for Abandoned Vehicles More Tban 14,000 lbs GVW, Less tban 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 storagel X $5.00 (24 hour period bid amount)	$ 50.00
1 (open lot after hours) X $5.00 (Opening bid amount)	$ 5.00
ii I 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 standbv 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)

10.0 Fuel Surcharge

See section 24.3

Sub Total $510,317.00 X Fuel surcharge 7% = $ 35,722.19

GRAND TOTAL **$546,039.19**

(GRAND TOTAL equals the Sub Total plus section 10.0)

END OF EXHIBIT A

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: Horatio Skeete	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 Larkin Director
Typed/Printed Name and Title

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**GENERAL PLAN AMENDMENT GPA12-01 (RESOLUTION) AND REZONING APPLICATION ZON12-04 (ORDINANCE): MIDWESTERN UNIVERSITY – 19555 NORTH 59TH AVENUE (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by Midwestern University for City Council to approve a General Plan Amendment and a Rezoning Application to add 32 acres to the existing 123 acre Midwestern University Planned Area Development (PAD). The properties are located south of the Loop 101 Freeway, between 51st and 59th Avenues.

Staff is requesting Council conduct a public hearing, waive reading beyond the title, and adopt a resolution for GPA12-01 and an ordinance for ZON12-04, subject to the stipulation as recommended by Planning Commission.

Background Summary

Midwestern University is requesting to add 32 acres to the existing PAD. Future phases of the campus include the development of a new veterinary medicine school and clinic as well as a small inn for prospective students, their families, and other visitors to stay overnight on campus.

Previous Related Council Action

On January 23, 1996, the City Council approved Rezoning Application Z-95-16 which established the existing PAD zoning for the Midwestern University – Glendale Campus. The land area included in the PAD at that time was 123 acres.

Community Benefit/Public Involvement

Approval of these applications will allow further development of the existing university campus, which provides graduate level education for healthcare careers. The campus also includes clinical facilities to serve the public, providing care to approximately 70,000 patients each year.

On June 11, 2012, the applicant mailed 156 notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting held on June 21, 2012. Excluding city staff and Midwestern employees, two people attended the meeting and expressed overall support for the project. No concerns were expressed. The applicant also held a one-on-one meeting at the

request of an individual representing nearby property owners. No concerns were expressed during this meeting. The applicant's Citizen Participation Final Report is attached.

Following approval of the Citizen Participation Final Report, a homeowner near 53rd Avenue, south of Escuda Road, contacted Planning with questions about future development of the property at the northeast corner of 53rd Avenue and Escuda Road. Planning staff responded to the questions and referred the resident to the applicant for more details. The applicant contacted the homeowner and explained that no plans for the property are in place; however, prior to development, Midwestern will notify adjacent property owners and request input regarding the proposed development. The individual was satisfied with this response.

At the November 15, 2012 Planning Commission public hearing, one individual spoke with questions related to the timing for development of Phase 3 and how it would impact his property. Staff and the applicant answered the individual's questions to his satisfaction. The Planning Commission recommended approval of GPA12-01, as written, and ZON12-04, subject to one stipulation.

A Notice of Public Hearing for the City Council hearing was published in The Glendale Star on November 22, 2012. The property was posted on November 21, 2012. Notification postcards were mailed to 156 adjacent property owners and interested parties on November 21, 2012.

Attachments

Staff Report

Resolution

Ordinance

Excerpt of Meeting Minutes

Narrative

PAD Booklet

CP Final Report

GPA12-01 Map

GPA12-01 Aerial

ZON12-04 Map

ZON12-04 Aerial

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Jon M. Froke, AICP, Planning Director**
Item Title:	**GENERAL PLAN AMENDMENT GPA12-01(RESOLUTION) AND REZONING APPLICATION ZON12-04 (ORDINANCE): MIDWESTERN UNIVERSITY – 19555 NORTH 59TH AVENUE (PUBLIC HEARING REQUIRED)**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

These are requests by Midwestern University for City Council to approve a General Plan Amendment and a Rezoning Application to add 32 acres to the existing 123 acre Midwestern University Planned Area Development (PAD). The properties are located south of the Loop 101 Freeway, between 51st and 59th Avenues. Specifically, the requests are to:

- Amend the land use designation on approximately seven acres within the Arrowhead Ranch Specific Plan from Business Park to Education.
- Amend the General Plan land use designation on approximately 2.5 acres from Low Density Residential, 1-2.5 du/ac to Education.
- Rezone 32 acres from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD.

BACKGROUND

1. On January 23, 1996, the City Council approved Rezoning Application Z-95-16 which established the existing PAD zoning for the Midwestern University – Glendale Campus. The land area included in the PAD at that time was 123 acres.

2. The Arrowhead Ranch Specific Plan (ARSP) acts as the General Plan for the area of the Midwestern University campus. The ARSP was adopted in April 1995. At that time, the land use designation of the Midwestern campus was Business Park (BP) and was not modified when the PAD was approved in 1996. When the General Plan was updated in 2002, the land use designation of the campus was changed to Education (EDU) to create a designation that was consistent with the actual land use. Since that time, Midwestern has purchased a seven acre property that is adjacent to its campus and is located on the west side of 57th Avenue, south of Utopia Road. The applicant requests to amend the ARSP as it applies to this property, affecting Section 29 of the ARSP, The Parks Neighborhood. The proposed General Plan Amendment would change the land use designation of these seven acres from BP to EDU.

3. A 2.5 acre property, also owned by Midwestern but not included in the ARSP, is designated on the General Plan as Low Density Residential, 1-2.5 dwelling units per acre (LDR). The property is located at the southeast corner of 53rd Avenue and the Loop 101 Freeway. Midwestern acquired the property from the City of Glendale in 2007 in exchange for the University providing permanent housing on its campus for a city paramedic unit. This request is to amend the land use designation for this property from LDR to EDU to create a consistent designation over the entire campus.

4. Since PAD approval in 1996, Midwestern has acquired 30 additional acres of land, including the two discussed above. With the exception of the property adjacent to the south side of the existing campus south of Utopia Road, all parcels are north of the Behrend Drive alignment. The University is requesting to add these 30 acres to its master plan to allow the expansion of the campus, student village, and associated campus services land uses. These properties are currently zoned A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) and would be rezoned to PAD.

5. Arizona Public Service (APS) owns a 1.67 acre electrical substation located south of the southeast corner of 57th Avenue and the Loop 101 Freeway. The property is currently zoned A-1. In an effort to rezone the property to a district more compatible with the surrounding area, APS has agreed to include its property in the Midwestern PAD. While the zoning district will change, the existing land use and operation of the substation will remain.

6. Future phases of the campus include the development of a new veterinary medicine school and clinic as well as a small inn for prospective students, their families, and other visitors to stay overnight on campus. Design Review approval will be required prior to construction of future phases.

7. At the November 15, 2012 Planning Commission public hearing, one individual spoke with questions related to the timing of development of Phase 3 and how it would impact his property. Staff responded that approval of the requests should encourage development in an area that has remained vacant since the construction of the Loop 101 Freeway. Prior to development of the property Design Review will occur to make sure the property meets development requirements, including any need for traffic mitigation. The applicant responded that there is no anticipated date for the development of Phase 3. The Planning Commission recommended approval of GPA12-01, as written, and ZON12-04, subject to one stipulation.

ANALYSIS

Specific Area Plan Amendment

Findings:

- The amendment is consistent with the policies and objectives of the rest of the General Plan; and
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale.

Analysis:

- The amendment from Business Park to Education will create minimal impact to the neighborhood and is compatible with the area. It is directly adjacent to the existing Midwestern campus, which is also designated as Education, and will merely be an extension of this land use designation along 57th Avenue.
- The requested Specific Plan amendment is consistent with goal five of the Land Use Element of the General Plan, which encourages infill development. The expansion of the campus takes advantage of an undeveloped parcel with existing infrastructure.

General Plan Amendment

Findings:

- The amendment is consistent with the policies and objectives of the rest of the General Plan; and
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale.

Analysis:

- Amendment to the land use designation from Low Density Residential, 1-2.5 du/ac to Education will be compatible with the area. An office complex exists to the east and single-family homes to the south, across Escuda Road. The Education land use will blend well with the neighborhood and should not have a negative impact.
- The location of this property better suits the Education land use. The site fronts the Loop 101 Freeway frontage road. Development under this land use will provide a transition from the freeway to the residential uses to the south.

- This request is consistent with goals three and four of the Land Use Element of the General Plan by creating a compatible land use transition from the Loop 101 Freeway and residential development.
- The requested General Plan Amendment is consistent with goal five of the Land Use Element of the General Plan. While infrastructure exists adjacent to the site, the property has remained vacant since the development of the freeway. The proposed land use designation will encourage development of this property.

Rezoning

Findings:

- The amendment is consistent with the policies and objectives of the Glendale General Plan;
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale; and
- If the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on the businesses, persons, or properties adjacent to the requested amendment.

Analysis:

- If the proposed Specific Plan and General Plan amendments are approved, the requested PAD expansion will be consistent with the adopted plans.
- The request will add approximately 32 acres of land to the existing Midwestern PAD. The majority of land being added is adjacent to the university campus and will serve to expand a land use that fits in well with the existing neighborhood. All development standards and design guidelines of the existing PAD zoning, including setbacks, landscaping, and architectural themes will remain the same.
- The language of the proposed PAD amendment anticipates necessary off-site improvements for future campus development. The applicant will be responsible for future roadway and utility improvements.
- All applicable city departments have reviewed the application and recommend approval, subject to a stipulation.

Staff recommends approval of GPA12-01 by Resolution.

Staff recommends approval of ZON12-04, by Ordinance, subject to the following stipulation:

1. Development shall be in substantial conformance with the development plan outlined in the PAD document, date stamped October 30, 2012.

RESOLUTION NO. 4632 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ARROWHEAD RANCH SPECIFIC PLAN AND GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA12-01 FOR PROPERTY LOCATED AT 19555 NORTH 59th AVENUE.

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

SECTION 1. That the General Plan Map of the City of Glendale, Arizona, is hereby amended by approving General Plan Amendment GPA12-01 amending the Arrowhead Ranch Specific Plan from Business Park to Education and the General Plan Land Use Map from Low Density Residential, 1-2.5 du/ac to Education for property located at 19555 North 59th Avenue.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

gpa 12-01.doc

ORDINANCE NO. 2827 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY FROM A-1 (AGRICULTURAL), C-2 (GENERAL COMMERCIAL), AND B-P (BUSINESS PARK) TO PAD (PLANNED AREA DEVELOPMENT) FOR DEVELOPMENT PLAN TITLED "MIDWESTERN UNIVERSITY" LOCATED AT 19555 NORTH 59TH AVENUE; AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on November 15, 2012, in zoning case ZON12-04 in the manner prescribed by law for the purpose of rezoning property located at 19555 North 59th Avenue from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD (Planned Area Development);

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 October 25, 2012; 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 a PAD (Planned Area Development) in accordance with the Development Plan currently on file with the Planning Department as of the date of this ordinance.

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 19555 North 59th Avenue is hereby conditionally rezoned from A-1 (Agricultural) as enacted by Ordinance No. 1092 dated September 11, 1979, C-2 (General Commercial) as enacted by Ordinance No. 1245 dated August 9, 1983, and B-P (Business Park) as enacted by Glendale City Council on October 9, 1984 to PAD (Planned Area Development) in accordance with the Development Plan currently on file with the Planning Department as of the date of this ordinance.

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Development shall be in substantial conformance with the development plan outlined in the PAD document, date stamped October 30, 2012.

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 _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

z_ZON12-04.doc

EXHIBIT "A"

THAT PART OF THE PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2001-235994, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP IN A HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP IN A HAND HOLE, BEARS NORTH 01 DEGREE 23 MINUTES 26 SECONDS WEST, 2,650.30 FEET;

THENCE NORTH 01 DEGREE 23 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,830.00 FEET;

THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, 1,085.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREE 23 MINUTES 26 SECONDS WEST, 238.51 FEET;

THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, 690.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 57TH AVENUE;

THENCE SOUTH 01 DEGREE 23 MINUTES 26 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 444.72 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 33 SECONDS WEST, 592.45 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 42.00 FEET;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 84 DEGREES 50 MINUTES 51 SECONDS, 62.20 FEET;

THENCE NORTH 06 DEGREES 31 MINUTES 36 SECONDS WEST, 59.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS OF WHICH BEARS SOUTH 83 DEGREES 28 MINUTES 24 SECONDS WEST, 75.00 FEET;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 42 SECONDS, 86.32 FEET;

THENCE NORTH 01 DEGREE 23 MINUTES 26 SECONDS WEST, 44.09 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS;

LOT 2, OF MINOR LAND DIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 997 OF MAPS, PAGE 32.

The North half of the Southwest quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights as reserved in Deed recorded in Docket 2612 page 57.

The South half of the Southwest quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights reserved in instrument recorded in Docket 2612 page 57, records of Maricopa County, Arizona.

PARCEL NO. 1:
The North half of the Northwest quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights as reserved unto E. Brook White and Doris F. White, his wife by Deed recorded September 1; 1958 in Cocket 2613, page 57.

PARCEL NO. 2:
The South half of the Northwest quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights as reserved unto E. Brook White and Doris F. White, his wife, byh Deedrecorded September 1, 1958 in Docket 2612 page 57.

PARCEL NO. 1:
The Southeast quarter of the Northeast quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights as reserved in Deed recorded in Docket 2512 page 57.

PARCEL NO. 2:
The Southwest quarter of the Northeast quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights as reserved in Deed recorded in Docket 2512 page 57.

The Southeast quarter of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

That portion of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole marking the Northwest corner of said Section 29;

Thence along the West section line of said Secton 29, South 01 degrees 21 minutes 17 seconds East 550.00 feet;

Thence North 88 degrees 38 minutes 43 seconds East 70.00 feet to the Easterly right of way line of 59th Avenue;

Thence along the Southerly right of way line of Beardsley Road, as it existed on December 20, 1999 (East), North 86 degrees 29 minutes 20 seconds East, 592.32 feet to a point lying on the West line of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29, said point being the True Point of Beginning;

Thence continuing along said right of way line North 86 degrees 29 minutes 20 seconds East 662.33 feet to a point lying on the East line of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29;

Thence along said East line, South 01 degrees 24 minutes 29 seconds East 178.07 feet to the Southeast corner of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29;

Thence along the South line of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29, South 89 degrees 28 minutes 13 seconds West 662.03 feet to a point lying on the West line of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29;

Thence North along the West line of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 29, North 01 degrees 22 minutes 53 seconds West 143.62 feet to the True Point of Beginning.

EXCEPT 25% of all mineral rights as reserved in Docket 2612, page 57, records of Maricopa County, Arizona.

The North half of the Northeast quarter of the Souteast quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT 25% of all mineral rights, as reserved in Deed recorded in Docket 2612 page 57.

Parcel No. 1

The North half of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT the West 55 feet; and also

EXCEPT that portion as conveyed to the State of Arizona on Warranty Deed recorded in Document No. 87 427827, that portion of the North half of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies Westerly of the following described line;

BEGINNING at a point on the West line of said Section 29, which point bears South 01 degree 21 minutes 17 seconds East 850.00 feet (record), 849.87 feet (measured) from the Northwest corner of said Section 29;

Thence North 88 degrees 38 minutes 43 seconds East 60.00 feet (record), North 88 degrees 43 minutes 35 seconds East 60.03 feet (measured);

Thence North 03 degrees 13 minutes 09 seconds East 125.40 feet (record), North 03 degrees 11 minutes 39 seconds East 125.41 feet (measured);

Thence North 01 degree 21 minutes 17 seconds West 175.00 feet (record), North 01 degrees 21 minutes 56 seconds West 174.96 feet (measured), to the POINT OF ENDING.

EXCEPT the West 55.00 feet of said Section 29.

Parcel No. 2

The Northwest quarter of the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 40 feet; and also

EXCEPT the West 55 feet; and also

EXCEPT all that portion therefor described in CV87-04208-Order for possession and more particularly set forth in Document No. 87-241915, records of Maricopa County, Arizona.

PARCEL NO. 1:

The Northeast quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 180 feet thereof; and also

EXCEPT COMMENCING at the North quarter corner of said Section 29;
THENCE South 89 degrees 26 minutes 37 seconds West along the North line of said Section 29, for a distance of 175 feet to a point of intersection with the center lines of Beardsley Road and 57th Drive;
THENCE South 00 degrees 33 minutes 23 seconds East, 50 feet along the center line of 57th Drive to the beginning of a curve concave to the West, having a radius of 294.45 feet;
THENCE Southerly 123.81 feet along said curve (along the center line of 57th Drive), through an angle of 24 degrees 05 minutes 30 seconds, to a point of tangency;
THENCE South 23 degrees 32 minutes 07 seconds West, 450.69 feet along the center line of 57th Drive to a point;
THENCE North 89 degrees 26 minutes 37 seconds East, 43.82 feet to a point on the Easterly right of way line of said 57th Drive;
THENCE continuing North 89 degrees 26 minutes 37 seconds East, 170.02 feet to a point on the West right of way line of the 55th Avenue drainage channel;
THENCE South 01 degrees 28 minutes 00 seconds East, 83.51 feet to the TRUE POINT OF BEGINNING;
THENCE continuing South 01 degrees 28 minutes 00 seconds East, 221.49 feet;
THENCE South 89 degrees 26 minutes 37 seconds West, 159.08 feet;
THENCE North 00 degrees 54 minutes 53 seconds West, 221.59 feet;
THENCE North 89 degrees 29 minutes 20 seconds East, 156.95 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A portion of the Northwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, further described as follows:

COMMENCING at the North quarter corner of said Section 29;
THENCE South 89 degrees 26 minutes 37 seconds West, 175.00 feet along the North line of Section 29 to the center line of 57th Drive;
THENCE South 0 degrees 33 minutes 23 seconds East, 50.00 feet along the center line of 57th Drive to a point of curvature;
THENCE along the center line of 57th Drive, along a curve bearing to the right, having a radius of 294.45 feet, a central angle of 24 degrees 05 minutes 30 seconds, an arc length of 123.81 feet and a chord which bears South 11 degrees 29 minutes 22 seconds West to the point of tangency;
THENCE South 23 degrees 32 minutes 07 seconds West, 656.37 feet along the center line of 57th Drive to a point of curvature;
THENCE along the center line of 57th Drive to a curve bearing to the left, having a radius of 419.25 feet, a central angle of 25 degrees 00 minutes 07 seconds, an arc length of 182.95 feet and a chord which bears South 11 degrees 02 minutes 03 seconds West to the point of tangency;
THENCE South 01 degrees 28 minutes 00 seconds East, 47.67 feet along the center line of 57th Drive;
THENCE North 89 degrees 29 minutes 20 seconds East, 40.01 feet to a point on the East right of way line of 57th Drive and the TRUE POINT OF BEGINNING;

THENCE North 01 degrees 28 minutes 00 seconds West, 48.34 feet along said East right of way line to a point of curvature;
THENCE along said East right of way line along a curve bearing to the right, having a radius of 379.25 feet, a central angle of 09 degrees 05 minutes 13 seconds, an arc length of 60.15 feet and a chord which bears North 03 degrees 04 minutes 36 seconds East to a point of tangency;
THENCE North 89 degrees 26 minutes 37 seconds East, 136.23 feet, leaving said East right of way line;
THENCE South 00 degrees 54 minutes 53 seconds East, 108.41 feet;
THENCE South 89 degrees 29 minutes 20 seconds West, 139.95 feet to a point on the East right of way line of 57th Drive, said point being the TRUE POINT OF BEGINNING; and also

EXCEPT 25% of all mineral rights as reserved in instrument recorded in Docket 2612, page 57, records of Maricopa County, Arizona.

PARCEL NO. 3:

A portion of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, further described as follows:

COMMENCING at the North quarter corner of said Section 29;
THENCE South 89 degrees 26 minutes 37 seconds West, 175.00 feet along the North line of Section 29 to the center line of 57th Drive;
THENCE South 00 degrees 33 minutes 23 seconds East, 50.00 feet along the center line of 57th Drive to a point of curvature;
THENCE along the center line of 57th Drive, along a curve bearing to the right, having a radius of 292.45 feet, a central angle of 24 degrees 05 minutes 30 seconds, an arc length of 123.81 feet and a chord which bears South 11 degrees 29 minutes 22 seconds West to the point of tangency;
THENCE South 23 degrees 32 minutes 07 seconds West, 656.37 feet along the center line of 57th Drive to a point of curvature;
THENCE along the center line of 57th Drive, along a curve bearing to the left, having a radius of 419.25 feet, a central angle of 25 degrees 00 minutes 07 seconds, an arc length of 182.95 feet and a chord which bears South 11 degrees 02 minutes 03 seconds West to the point of tangency;
THENCE South 01 degrees 28 minutes 00 seconds East, 47.67 feet along the center line of 57th Drive;
THENCE North 89 degrees 19 minutes 20 seconds East, 40.01 feet to a point on the East right of way line of 57th Drive and the TRUE POINT OF BEGINNING;
THENCE North 89 degrees 29 minutes 20 seconds East, 139.95 feet;
THENCE South 00 degrees 54 minutes 53 seconds East, 334.21 feet;
THENCE South 89 degrees 32 minutes 19 seconds West, 137.63 feet to a point on the East right of way line of 57th Drive;
THENCE along said East right of way line, along a curve bearing to the left, having a radius of 540.00 feet, a central angle of 03 degrees 19 minutes 06 seconds, an arc length of 31.27 feet and a chord which bears North 00 degrees 11 minutes 33 seconds East to a point of tangency;
THENCE North 01 degrees 28 minutes 00 seconds West, 302.86 feet along said West right of way line to the TRUE POINT OF BEGINNING;

EXCEPT the South 30 feet thereof; and also

EXCEPT 25% of all mineral rights as reserved in instrument recorded in Docket 2612, page 57, records of Maricopa County, Arizona.

DESCRIPTION
OF A
1.15 ACRE PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 01°28'00" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 997.63 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE SOUTH 89°30'30" WEST ALONG SAID NORTH LINE A DISTANCE OF 180.03 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 01°28'00" EAST PARALLEL TO AND 180.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 332.47 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE SOUTH 89°31'57" WEST ALONG SAID SOUTH LINE A DISTANCE OF 151.21 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE NORTH 01°27'23" WEST ALONG SAID WEST LINE A DISTANCE OF 332.40 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE NORTH 89°30'30" EAST ALONG SAID NORTH LINE A DISTANCE OF 151.15 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 50,249.1 SQUARE FEET OR 1.15 ACRES OF LAND, MORE OR LESS.

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNNG at the North quarter corner of said Section 29;

THENCE West 350.56 feet;

THENCE South 665.01 feet to a point on the South line of the Northeast quarter of the Northeast quarter of the Northwest quarter;

THENCE East 350.97 feet;

THENCE North along the East line of the Northwest quarter 665.28 feet to the Point of Beginning.

EXCEPT that portion lying Northerly of the following line:

BEGINNING at a point on the East line of said Section 29, which point bears South 1 degrees 27 minutes 03 seconds East, a distance of 500 feet from the Northeast corner of said Section 29;

THENCE South 88 degrees 32 minutes 57 seconds West, 55 feet to the Southerly right of way line of Northwest Outer Loop (S.R 417);

THENCE North 86 degrees 02 minutes 18 seconds West along said Southerly right of way line, 778.16;

THENCE South 89 degrees 56 minutes 19 seconds West, 2484.82 feet;

THENCE South 89 degrees 29 minutes 20 seconds West, (Record);

THENCE South 89 degrees 54 minutes 21 seconds West, (measured) 1918.46 feet to the Point of Ending; (said line is more fully described in CV87-042019, recorded in Document No. 1987-241914, and also;

EXCEPT Commencing at the North quarter corner of said Section 29;

THENCE South 89 degrees 26 minutes 37 seconds West along the North line of Section 29, for a distance of 175 feet to a point of intersection with the center lines of Beardsley Road and 57th Drive;

THENCE South 00 degrees 33 minutes 23 seconds East, 50 feet along the center line of 57th Drive to the beginning of a curve concave to the West having a radius of 294.45 feet;

THENCE Southerly 123.81 feet along said curve (along the center line of 57th Drive) through an angle of 24 degrees 05 minutes 30 seconds to a point of tangency;

THENCE South 29 degrees 32 minutes 07 seconds West, 450.69 feet along the center of 57th Drive to a point;

THENCE North 89 degrees 26 minutes 37 seconds East, 43.82 feet to a point on the Easterly right of way line of said 57th Drive and the True Point of Beginning;

THENCE continuing North 89 degrees 26 minutes 37 seconds East 170.02 feet to a point on the West right of way line of 55th Avenue drainage channel;

THENCE South 01 degrees 28 minutes 00 seconds East, 83.51 feet;

THENCE South 89 degrees 29 minutes 21 seconds West, 176.95 feet;

THENCE North 00 degrees 54 minutes 53 seconds West , 69.86 feet;

THENCE North 23 degrees 32 minutes 07 seconds East, 14.79 feet to The True Point of Beginning; and also

EXCEPT the East 180 feet thereof; and also

EXCEPT 25% of all mineral rights as reserved in Instrument recorded in Docket 2612, Page 57, records of Maricopa County, Arizona.

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNNG at the North quarter corner of said Section 29;

THENCE West 350.56 feet;

THENCE South 665.01 feet to a point on the South line of the Northeast quarter of the Northeast quarter of the Northwest quarter;

THENCE East 350.97 feet;

THENCE North along the East line of the Northwest quarter 665.28 feet to the Point of Beginning.

EXCEPT that portion lying Northerly of the following line:

BEGINNING at a point on the East line of said Section 29, which point bears South 1 degrees 27 minutes 03 seconds East, a distance of 500 feet from the Northeast corner of said Section 29;

THENCE South 88 degrees 32 minutes 57 seconds West, 55 feet to the Southerly right of way line of Northwest Outer Loop (S.R 417);

THENCE North 86 degrees 02 minutes 18 seconds West along said Southerly right of way line, 778.16;

THENCE South 89 degrees 56 minutes 19 seconds West, 2484.82 feet;

THENCE South 89 degrees 29 minutes 20 seconds West, (Record);

THENCE South 89 degrees 54 minutes 21 seconds West, (measured) 1918.46 feet to the Point of Ending; (said line is more fully described in CV87-042019, recorded in Document No. 1987-241914, and also;

EXCEPT Commencing at the North quarter corner of said Section 29;

THENCE South 89 degrees 26 minutes 37 seconds West along the North line of Section 29, for a distance of 175 feet to a point of intersection with the center lines of Beardsley Road and 57th Drive;

THENCE South 00 degrees 33 minutes 23 seconds East, 50 feet along the center line of 57th Drive to the beginning of a curve concave to the West having a radius of 294.45 feet;

That portion of the Northeast 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, described as follows:

COMMECNING at a brass cap in hand hole marking the Northeast corner of said Section 29;

thence along the East section line of said Section 29, South 01 degrees 27 minutes 03 seconds East, 500.00 feet;

thence South 88 degrees 32 minutes 57 seconds West, 55.00 feet to a brass cap on the Westerly right-of-way line of 51st Avenue;

thence along the Southerly right-of-way line of Beardsley Road (East), North 86 degrees 02 minutes 10 seconds West, 611.10 feet to the TRUE POINT OF BEGINNING;

thence South 01 degrees 27 minutes 13 seconds East, 199.57 feet to a brass cap;

thence North 89 degrees53 minutes 28 seconds West, 331.50 feet;

thence North 01 degrees 27 minutes 17 seconds West, 25.01 feet;

thence North 89 degrees 53 minutes 28 seconds West, 301.50 feet to the Easterly right-of-way line of 53rd Avenue;

thence along the said Easterly right-of-way line, North 01 degrees 27 minutes 22 seconds West, 184.37 feet to the Southerly right-of-way line of Beardsley Road (East);

thence along the said Southerly right-of-way line, North 89 degrees 56 minutes 19 seconds East, 467.11 feet;

thence continuing along the said Southerly right-of-way line of Beardsley Road (East) South 86 degrees 02 minutes 10 seconds East, 166.54 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof described as follows:

COMMECNING at a brass cap in hand hole marking the Northeast corner of said Section 29;

thence along the East section line of said Section 29, South 01 degrees 27 minutes 03 seconds East, 500.00 feet;

thence South 88 degrees 32 minutes 57 seconds West, 55.00 feet to a brass cap on the Westerly right-of-way line of 51st Avenue;

thence along the Southerly right-of-way line of Beardsley Road (East), North 86 degrees 02 minutes 10 seconds West, 611.10 feet , record (610.71 feet, measured) to a point on the East line of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29;

thence South 01 degrees 27 minutes 13 seconds East, record (South 01 degrees 26 minutes 55 seconds East, measured) along said East line; a distance of 199.57 feet, record (200.66 feet, measured) to the Southeast corner of the East half of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29, to the POINT OF BEGINNING;

thence North 89 degrees 53 minutes 28 seconds West, record (South 89 degrees 59 minutes 45 seconds West, measured) along the South line of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29, a distance of 331.50 feet, record (331.61 feet, measured) to the Southwest corner of the East half of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29;

thence North 01 degrees 27 minutes 17 seconds West, record (North 01 degrees 26 minutes 51 seconds West, measured) along the West line of the East half of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29, a distance of 25.01 feet;

thence North 89 degrees 59 minutes 45 seconds East, parallel with and 25.00 feet North of the South line of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29, a distance of 331.61 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 29;

thence South 01 degrees 26 minutes 55 seconds East, along said East line, a distance of 25.01 feet to the POINT OF BEGINNING.

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EXHIBIT A

That part of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian described as follows:

COMMENCING at the North quarter corner of said Section 29; thence South 89°26'37" West along the North line of said Section 29, for a distance of 175 feet to a point of intersection with the centerlines of Beardsley Road and 57th Drive; thence South 00°33'23" East, 50 feet along the centerline of 57th Drive to the beginning of a curve concave to the West having a radius of 294.45 feet; thence Southerly 123.81 feet along said curve (along the centerline of 57th Drive) through an angle of 24°05'30" to a point of tangency; thence South 23°32'07" West, 450.69 feet along the centerline of 57th Drive to a point; thence North 89°26'37" East, 43.82 feet to a point on the Easterly right-of-way line of said 57th Drive and the True Point of Beginning of the property herein described; thence continuing North 89°26'37" East, 170.02 feet to a point on the West right-of-way line of the 55th Avenue drainage channel; thence South 01°28'00" East, 305.00 feet along the West line of said drainage channel to a point; thence South 89°26'37" West, 295.31 feet to a point on the Easterly right-of-way line of said 57th Drive and the beginning of a non-tangent curve concave to the East having a radius of 379.25 feet; thence Northerly 105.34 feet along said curve (along the Easterly right-of-way line of said 57th Drive) through an angle of 15°54'54" to a point of tangency; thence North 23°32'07" East, 223.57 feet along the Easterly right-of-way line of said 57th Drive to the Point of Beginning.

MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, NOVEMBER 15, 2012
7:00pm

CALL TO ORDER
The meeting was called to order at approximately 7:00pm.

Commissioners Present: Chairperson Sherwood (Sahuaro), Commissioner Petrone (Cholla), Commissioner Larson (Mayoral), Commissioner Williams (Ocotillo), and Commissioner Penilla (Barrel).

There are two vacant positions, Cactus and Yucca.

City Staff Present: Tabitha Perry, Assistant Planning Director, Jon M. Froke, AICP, Planning Director, Craig Tindall, City Attorney, Karen Stovall, Senior Planner, and Diana Figueroa, Recording Secretary.

APPROVAL OF MINUTES
Chairperson Sherwood called for Approval of Minutes.

> **Commissioner Petrone made a motion to approve the minutes of the September 6, 2012, Workshop. Commissioner Williams seconded the motion, which was approved unanimously.**
>
> **Commissioner Petrone made a motion to approve the minutes of the September 6, 2012, Public Hearing. Commissioner Penilla seconded the motion, which was approved unanimously.**
>
> **Commissioner Penilla made a motion to approve the minutes of the October 4, 2012, Workshop. Commissioner Petrone seconded the motion, which was approved unanimously.**
>
> **Commissioner Petrone made a motion to approve the minutes of the October 4, 2012, Public Hearing. Commissioner Penilla seconded the motion, which was approved unanimously.**

WITHDRAWALS AND CONTINUANCES
Chairperson Sherwood called for any withdrawals and/or continuances. There were none presented for approval.

PUBLIC HEARING ITEMS
Chairperson Sherwood called for staff's presentation.

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GPA12-01: A request by Midwestern University to amend the land use designation on approximately 7 acres within the Arrowhead Ranch Specific Plan from Business Park to Education. The site is located south of the southwest corner of 57th Avenue and Utopia Road (19555 North 59th Avenue). A second request to amend the General Plan land use designation on approximately 2.5 acres from Low Density Residential, 1-2.5 du/ac to Education. The site is located at the southeast corner of 53rd Avenue and the Loop 101 Freeway (19555 North 59th Avenue). Staff Contact: Karen Stovall, Senior Planner (Cholla District).

ZON12-04: A request by Midwestern University to rezone approximately 32 acres from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD (Planned Area Development). The site is generally located at the southeast corner of 59th Avenue and the Loop 101 Freeway (19555 North 59th Avenue). Staff Contact: Karen Stovall, Senior Planner (Cholla District).

Ms. Karen Stovall, Senior Planner, presented GPA12-01 and ZON12-04. She said these are requests by Midwestern University for several properties totaling 32 acres and generally located south of the Loop 101 Freeway, between 51st and 59th Avenues.

She stated that in 1996, City Council approved Rezoning Application Z-95-16, which established the existing Planned Area Development zoning for the Midwestern University – Glendale Campus. The land area included in the PAD at that time was 123 acres.

Ms. Stovall explained that the two General Plan Amendment requests are to amend the land use designation on approximately seven acres within the Arrowhead Ranch Specific Plan from Business Park to Education and amend the General Plan land use designation on approximately 2.5 acres from Low Density Residential, 1-2.5 du/ac to Education.

She added that the rezoning request is to rezone 32 acres from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD and add these properties to the existing Midwestern University PAD. A property owned by Arizona Public Service, located south of the southeast corner of 57th Avenue and the Loop 101 Freeway is included in these 32 acres. While the zoning district on this property will change, the existing land use and operation of the substation will remain. This rezoning request would expand the campus. Future phases of the campus include a veterinary medicine school and clinic as well as a small inn.

The applicant held a neighborhood meeting in June 2012. Excluding city staff and Midwestern employees, two people attended and expressed overall support. The applicant also held a one-on-one meeting at the request of an individual representing nearby property owners. No concerns were expressed.

Ms. Stovall reported that following approval of the Citizen Participation Final Report, a homeowner near 53rd Avenue, south of Escuda Road, contacted Planning with questions about future development of the property at the northwest corner of 53rd Avenue and Escuda Road. Planning staff responded to the questions and referred the resident to the applicant for more details. The applicant contacted the

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homeowner and explained that no plans for the property are in place; however, prior to development, Midwestern will notify adjacent property owners and request input regarding the proposed development. The individual was satisfied with this response.

Ms. Stovall explained that the amendment from Business Park to Education will create minimal impact to the neighborhood and is compatible with the area. It is directly adjacent to the existing Midwestern campus, which is also designated as Education, and will be an extension of this land use designation along 57th Avenue. The requested Specific Plan amendment is consistent with the General Plan, which encourages infill development. The expansion of the campus takes advantage of an undeveloped parcel with existing infrastructure.

Ms. Stovall stated that the amendment to the land use designation from Low Density Residential, 1-2.5 du/ac to Education will be compatible with the area. The location of this property better suits the Education land use. The site fronts the Loop 101 Freeway frontage road. Development under this land use will provide a transition from the freeway to the residential uses to the south. She stated while infrastructure exists adjacent to the site, the property has remained vacant since the development of the freeway. The proposed land use designation will encourage development of this property.

She continued explaining that if the proposed Specific Plan and General Plan amendments are approved, the requested PAD expansion will be consistent with the adopted plans. The majority of land being added to the existing PAD is adjacent to the university campus and will serve to expand a land use that fits well with the existing neighborhood. All development standards and design guidelines of the existing PAD, including setbacks, landscaping, and architectural themes will remain the same. The language of the proposed PAD amendment anticipates necessary off-site improvements for future campus development. All applicable city departments have reviewed the application and recommend approval, subject to one stipulation.

Ms. Stovall concluded by saying that the Planning Commission should recommend approval of GPA12-01 and ZON12-04, subject to the stipulation listed in the staff report.

Chairperson Sherwood called for any questions.

Commissioner Penilla asked about the adequacy of the notice to adjacent homeowners and interested parties. He also questioned the project narrative on page four which refers to the general plan amendment and the change in land use designation from Low Density Residential to Education. And on page five, there is a discussion that the property might be developed as a small inn for visitors and guests to the campus. He asked if that language is meant to designate a dormitory or something similar to a large hotel.

In reply, Ms. Stovall explained that the existing planned area development permits this specific wording for the associated campus services, use of a hotel. It could be open to the public; however, the applicant can discuss the intent.

Commissioner Penilla referenced the June 11, 2012, notice to property owners and interested parties, the first four paragraphs regarding change in usage. The fourth paragraph discusses in detail their

commitment to maintenance. He asked if the notice for the original PAD zoning case was adequate to the people adjacent to the area that they were going to potentially have a hotel. From this letter, anyone concerned would have no notice of a potential use of the land and the intended change.

Staff was not sure if the letter sent out for the 1995 rezoning application included information about a hotel.

Commissioner Penilla expressed concern that we adequately notify people that they might have a hotel across the street instead of a university. He felt it might make the difference for an interested property owner to attend a public meeting.

Ms. Tabitha Perry added a correction by stating that as part of the process in a rezoning case, the process stands today as it was during the time of the original PAD. The applicant had to go through the same process as they would today. Therefore, a notice was sent out. A letter does exist; however, staff does not have that letter. She said these requests are for an amendment to make additions. The hotel as a land use was permitted within the original PAD. The individuals who live in the area have the opportunity to attend the meeting and are provided more specific information that is not typically provided in a notification letter. The intent in the process is to give notification that they can be aware of and if the applicant or surrounding neighbor desire more specific information, there are several avenues in which to seek that information. For this project, the original PAD stands that a hotel is a permitted use.

Commissioner Penilla said his concern is about adequate notice of a potential hotel and traffic implications.

Ms. Perry replied that it is based on a practice and process that adequate information was provided. It is possible that the applicant has the ability to provide additional information because the letter comes from the applicant.

Commissioner Penilla responded that he understands and believes when it says in the letter and notice, similar campus buildings, that the university is an educational institution and that education is their business and not lodging.

Ms. Perry commented that based on the original PAD approval and the intent of a university, they envision down the road there was a possibility for a need for a hotel.

Chairperson Sherwood called for the applicant's presentation.

Dr. Kathleen Goeppinger, President of Midwestern University, introduced herself and said they are in the housing business and have many overnight stays. It is within the scope of a university. Dr. Goeppinger stated they envision an inn, not a big hotel. Applicants are brought on campus for interviews. An inn at the corner of 59th Avenue and Loop 101 would give access for visitors and families. With 2,800 students on campus, their families visit on a regular basis. Others visit for continuing medical education hours and housing would be helpful. She said the building would look like others on the campus and be for people coming on a temporary basis.

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Commissioner Penilla asked about the language and meaning of a small inn.

Dr. Goeppinger stated that it could be a two or three story building. It may include a courtyard; it will be well landscaped.

Commissioner Penilla commented that he likes the project. His concern is about giving notice to the adjacent property owners and if that was done properly. It would be helpful to have the concern clarified that the original notice was provided to adjacent homeowners.

Dr. Goeppinger said there were several meetings and discussions on campus. When inviting people to campus for this zoning process, there were phone calls and there was no concern about the project.
Commissioner Penilla said that the letter in no way would advise anyone that there would be a hotel built and that is the concern.

Commissioner Petrone stated that Midwestern University has been a great neighbor and asked if the inn was built, would it be leased to outside management at the same quality of oversight.

Dr. Goeppinger replied that they do not lease out, they manage, staff, handle maintenance and landscape and are self-contained.

Commissioner Petrone commented that Midwestern University and Dr. Goeppinger have done a wonderful job. When the project was originally approved, this was foreseeable at that time and we are now approving an extension.

Dr. Goeppinger thanked the City of Glendale for being a good neighbor to Midwestern University.

Commissioner Williams asked if the public could use the facility.

Dr. Goeppinger said it will be called The Inn at Midwestern so it doesn't indicate the public could stop; however, this would have to be discussed.

Chairperson Sherwood said that Midwestern University is a great place, a credit to the community and does well for the City of Glendale. It is exciting to see the growth planned and even with the recession, it hasn't slowed down the University.

Chairperson Sherwood opened the public hearing.

Mr. Don May, 19855 N 53rd Avenue, explained he resides south of the subject property along the 2.5 acres in phase III area, and stated that staff provided him the information about the plan. He said the applicant did contact him to discuss their proposal. He said his concerns, having moving here in 2006, are being unaware of any developments, his land value, traffic, carbon dioxide, timeframe and possible eminent domain.

Chairperson Sherwood asked if his questions were resolved after speaking with the applicant.

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Mr. May replied that his concern is how he fits in financially. He agrees with the project and doesn't want to be harmed financially.

Chairperson Sherwood asked staff to comment and shared his experience with Thunderbird Hospital's major improvement and noted that properties around there did improve.

Mr. May asked about the timeline.

Ms. Stovall stated that it has been zoned A-1 since it was annexed in to the city in 1979. Since the freeway has been constructed, that property has remained undeveloped and staff believes that allowing Midwestern University to develop the property, it will encourage development. The details will be addressed at the time they submit plans to the city. When a project goes through the development process, transportation makes sure that any type of traffic devices will be installed in the area to ensure there aren't issues with circulation. The applicant has stated that she will notify the adjacent property owners before plans are submitted to the city to give citizens a chance to voice concerns and work through any issues. The city has no desire to take ownership of those properties in that area.

Commissioner Larson asked if the applicant can discuss how they plan to use the land and how that relates to residents and traffic.

Dr. Goeppinger stated that the land was planned to be a city fire station. There was a study prepared and it was found the city did not need another full fire station and only a paramedic unit was needed. Midwestern University built an entire unit of the building at no cost to the city for the paramedic truck, for housing of the paramedics and equipment so they have a self-contained area and a better response time. In return, Midwestern received the land. There are no immediate plans. She said there are plans for three additional buildings, one on main campus and two buildings on the clinic side of the campus but no plans for the land that is being discussed at this time.

Commissioner Petrone commented that anecdotally, in 1973, at ASU West, there is a large portion of property at 43rd Avenue and Thunderbird Road and sometimes there is a long gestation period for projects to become what is intended.

Commissioner Penilla questioned about the time of original submission and a traffic study.

In reply, as far as pollution concerns, those issues are not addressed by local jurisdictions, they are handled by Arizona Department of Environmental Quality.

Chairperson Sherwood asked if there were additional comments. There were none.

> **Commissioner Petrone made a motion to recommend approval of GPA12-01. Commissioner Larson seconded the motion, which was unanimously approved.**

The Planning Commission's recommendation will be forwarded to City Council for final action.

DRAFT

Commissioner Penilla made a motion to recommend approval of ZON12-04 subject to the stipulation listed in the staff report. Commissioner Larson seconded the motion, which was unanimously approved.

The Planning Commission's recommendation will be forwarded to City Council for final action.

OTHER BUSINESS
Chairperson Sherwood called for Other Business. There was none.

OTHER BUSINESS FROM THE FLOOR
Chairperson Sherwood called for Other Business from the Floor. There was none.

PLANNING STAFF REPORT
Chairperson Sherwood called for the Planning Staff Report. There was none.

COMMISSION COMMENTS AND SUGGESTIONS
Chairperson Sherwood called for Commission Comments and Suggestions. There were none.

ADJOURNMENT
With no further business, Commissioner Williams made a motion to adjourn the Meeting. Commissioner Petrone seconded the motion, which was approved unanimously. The meeting adjourned at 7:55pm.

The next meeting is scheduled for December 6, 2012.

Respectfully submitted,

_____
Diana Figueroa, Recording Secretary

DRAFT

Project Narrative

Midwestern University

Glendale Campus
19555 North 59th Avenue
Glendale, Arizona 85308
Application Numbers: GPA12-01 and ZON12-04

Prepared by:

Kathleen H. Goeppinger, Ph.D.
President and Chief Executive Officer

September 21, 2012
Revised: October 22, 2012
Last Revision: October 30, 2012

for

City of Glendale, Arizona

1. Application Introduction and Background

Introduction

Midwestern University's Glendale Campus began with the purchase of 123 acres in 1995. The University applied for a Planned Area Development and received approval for Application No. Z-95-16 in January, 1996.

The purpose of this new application is to rezone the newer parcels of land purchased since 1995, and add parcels to the Planned Area Development for Midwestern University. The new parcels to be added to the PAD have been purchased over a number of years, as land surrounding the actual campus became available. We have successfully added approximately 32 acres (actual 31.09 sq feet, totaling to 31.97 gross sq feet) to the campus since the original purchase in 1995. All parcels, with the exception of those at 53rd Avenue and West Escuda Road are contiguous to the original campus. This exception of 2.5 acres was acquired from the City of Glendale as an accommodation to providing the Glendale Fire Department, at no cost, permanent housing on campus for the Medic #155 firefighters and their vehicles.

In order to include these new parcels into the existing PAD, General Plan Amendment and Rezoning approvals are required, specifically for the following:

- Amend the land use designation on approximately seven (7) acres within the Arrowhead Ranch Specific Plan from Business Park (BP) to Education (EDU).
- Amend the General Plan land use designation on approximately 2.5 acres from Low Density Residential, 1-2.5 du/ac (LDR) to Education (EDU).
- Rezone approximately 32 acres from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD (Planned Area Development).

Background

In 1995 Midwestern University selected the 123 acres in Glendale, Arizona following an extensive survey of available locations for our campus from many available locations within the Greater Phoenix Metropolitan Area. It was the support of the city officials and their willingness to support the growth and development of our new campus that has afforded us a perfect combination for the continual development of graduate level health science programs for the State of Arizona and our local community.

Since the original zoning of the land, the Glendale Campus has flourished. It was through the support of the City of Glendale, the surrounding community, and the impact of the original zoning provided to the University, which allowed for building a campus that is now a major institution in the City of Glendale and for the State of Arizona.

Midwestern University was founded in 1900. Since very humble beginnings, the University has grown to one of national prominence and stature. We provide the graduate level education for much needed healthcare professions in Downers Grove, Illinois and Glendale, Arizona. More than 8,000 applications are received on the Glendale Campus each year for the approximately 1,000 available seats for the first year classes in the Arizona College of Osteopathic Medicine, the College of Pharmacy–Glendale, the College of Dental Medicine Arizona, the Arizona College of Optometry and the College of Health Sciences that provides 14 masters and doctorate degrees necessary to pursue healthcare careers.

The campus today has 35 buildings which include classrooms, laboratories, auditoriums, faculty and staff offices, a wellness/recreation center, a student center including food service, study areas, and a bookstore. The original library has been greatly expanded and now provides three full floors of computer labs, quiet reading and studying areas, and texts and journals that are critical to the students' success in these difficult areas of study. Student housing has also been built, allowing only Midwestern University students to live and study on campus.

The Glendale Campus includes a number of clinical facilities designed to serve the public. Currently Midwestern University has the Multispecialty Clinic, the Eye Institute and the Dental Institute. Each of these provides much needed care to our surrounding area and to the State of Arizona. By both the dental and optometry clinics offering healthcare services at a cost of less than half of reasonable and customary charges, the University is caring for thousands of people in our community, with approximately 70,000 patient visits scheduled per year. These clinics are part of the educational curriculum of the University; they are staffed with full time faculty and staff members, and Midwestern University students.

2. The Arrowhead Ranch Specific Plan and General Plan Amendments

Since 1996, Midwestern University has purchased additional parcels of available land in order to provide further growth of the academic programs on the Glendale Campus. Two of these properties require the amendment of the Arrowhead Ranch Specific Plan and General Plan so that the requested PAD zoning will be in compliance with the land use designation.

Arrowhead Ranch Specific Plan Amendment

The Arrowhead Ranch Specific Plan (the "Specific Plan") covers approximately 4,000 acres located in northern Glendale. Prior to the existing PAD, the majority of land purchased by Midwestern University – Glendale Campus was located in the Specific Plan, specifically in Section 29. Honeywell and the Foothills Park area are also located in Section 29. Two of the new parcels purchased by Midwestern University, are located in the Specific Plan [Exhibit A, Parcel Group 1], and [Exhibit B].

The Arrowhead Ranch Specific Plan Amendment consists of a change in land use designation from Business Park (BP) to Education (EDU) for a property of approximately 7 acres in size [Exhibit C]. This request is coming at this time because Midwestern University is in the process of developing a new College of Veterinary Medicine. This will be the first College of Veterinary Medicine in the State of Arizona and will meet the growing demand for academic training for veterinarians serving in both urban and rural Arizona. In order to meet the facility needs for the first class of 100 students and its faculty that will be recruited over the next two years, Midwestern University anticipates the building of three additional structures. Two of the three structures will be located on land located in the Specific Plan, and currently not covered by the PAD.

The new buildings will be visually integrated with common building materials, but will be architecturally diverse to provide an interesting appearance. Landscaped pedestrian interconnections between buildings and land use elements will be provided. Vehicular access from 59th Avenue, a major arterial, and Utopia Road is the major entrance. The University provides on-site parking and a project identification signage.

General Plan Amendment

The proposed General Plan Amendment applies to a set of three parcels, approximately 2.5 acres in size [Exhibit A, Parcel Group 7]. This General Plan Amendment consists of a change in land use designation from Low Density Residential, 1-2.5 du/ac (LDR) to Education (EDU), [Exhibit D], and [Exhibit E].

The physical characteristics and the impact of the University on this neighborhood will be minimal. Midwestern University – Glendale Campus is a quiet use and requires infrequent use of large trucks for pick-up or delivery. The use of this property for educational purposes will provide a transition area between the Agua Fria Freeway and the residential neighborhood.

3. Rezoning requested for the Planned Area Development

Midwestern University – Glendale Campus is a mixed use development that includes a Campus, Student Village North and South, Associated Campus Services and Associated Campus Offices. Since 1996, Midwestern University has purchased the additional parcels of available land in order to provide further growth of the academic programs on the Glendale Campus. Midwestern University is requesting the extension of the current Planned Area Development to include additional parcels currently zoned as A-1 (Agricultural) and C-2 (General Commercial), and B-P (Business Park) [Exhibit F]. The goal of this request, therefore, is to rezone properties to PAD (Planned Area Development) [Table on Page 7: Properties to be Added to the Midwestern University PAD], and [Exhibit G].

The property adjacent to the Midwestern University - Glendale Campus on 57th Avenue [Exhibit A, Parcel Group 1] is currently zoned as B-P (Business Park) [Exhibit F]. This rezoning request is to include the two B-P parcels (totaling 298,844 sq ft) into the existing PAD and it would fall under the Associated Campus Services use provision [Exhibit G]. This request is coming at this time because Midwestern University is in the process of developing a new College of Veterinary Medicine. This will be the first College of Veterinary Medicine in the State of Arizona and will meet the growing demand for academic training for veterinarians serving in both urban and rural Arizona. In order to meet the facility needs for the first class of 100 students and its faculty that will be recruited over the next two years, Midwestern University anticipates the building of three additional structures. Two of the three structures will be located on land currently not covered by the PAD.

Parcels located on the South East corner of 59th Avenue and the Agua Fria Freeway [Exhibit A, Parcel Group 4] are currently zoned as A-1 (Agricultural) and C-2 (General Commercial) [Exhibit F]. This rezoning request is to include the A-1 parcel (197,762 sq ft) and C-2 parcel (73,529 sq ft) into the existing PAD. This property may possibility be developed as a small inn for visitors and guests to the campus and the community. This small inn is incorporated into the campus planning to possibly provide overnight accommodations to the student applicants who come to the campus for mandatory admissions interviews, or to visiting faculty and the families of the students who come to the campus for special events and weekend visits with their loved ones. This is a related land use as part of the Associated Campus Services provision, as outlined in the PAD. This is only considered a long range plan, and not anticipated for construction in the near future.

The additional properties included in this rezoning request total approximately nineteen acres [Exhibit A, Parcel Group 2, 3, 5, 6, 7, & 8], and are currently zoned as A-1 (Agricultural) and not covered by the existing PAD [Exhibit F]. Midwestern University is requesting the extension of the existing PAD to include these parcels [Exhibit G]. Uses in this area may include but are not limited to academic facilities, clinics laboratories, auditoriums, student housing dining services and limited retail services.

The current campus follows one plan for the look and development of all current buildings on campus. The new facilities anticipated for the land added to the PAD will encompass the same quality appearance of the existing buildings. In addition, the landscaping plans are anticipated to follow the same look and feel of

current plantings and tree placements. New signage will be consistent with the current parameters of the PAD.

Note: All building plans will follow the PAD requirements as established in 1996 and be reviewed by the City of Glendale Planning Department prior to any construction, as has been the University's practice over the past 16 years.

4. Table: Properties to be Added to the Midwestern University PAD

MIDWESTERN UNIVERSITY GLENDALE CAMPUS PROPERTIES ACQUIRED SUBSEQUENT TO ORIGINAL LAND ASSEMBLAGE IN 1995

	Property Description	Square Footage[1]	Parcel Number
(1)	6.86 acres adjacent to Campus on 57th Avenue	99,235 199,609	200-26-007 200-26-008
(2)	Part of 7.63 adjoining acres at 19802-841 North 57th Drive	54,450 54,450 27,225 27,225 118,912 50,305	200-27-005L 200-27-005N 200-27-005T 200-27-005V 200-27-005Y 200-27-014
(3)	4.78 acres at SW and SE corners of 57th Drive and Agua Fria Freeway (Beardsley Road) (Acquired from ADOT)	54,450 54,450 99,486	200-27-005K 200-27-005U 200-27-005W
(4)	6.23 acres at SE Corner of 59th Avenue and Agua Fria Freeway	73,529 197,762	200-27-005P 200-27-005Q
(5)	1.44 acres on East side of 57th Avenue, South of Agua Fria Freeway, and also 1.15 acres, West portion of parcel (to be acquired from the City of Glendale)	26,877 35,810 50,094	200-27-012 200-27-013 200-27-004L
(6)	.5 acres at SE corner of 57th Avenue and Agua Fria Freeway	21,865	200-27-011A
(7)	2.51 acres at NE Corner of 53rd Avenue and Escuda Road (exchanged with City of Glendale for paramedic unit on Campus)	30,064 31,006 48,165	Portion of 200-24-005J 200-24-005K 200-24-006E
(8)	1.67 acres South of SW corner of 57th Avenue and Agua Fria Freeway (owned by Arizona Public Service)	72,939	200-27-007A

In additional to the new properties owned by Midwestern University, The City of Glendale requested the property owned by Arizona Public Service (APS) be included in this application [Exhibit A, Parcel Group 8].

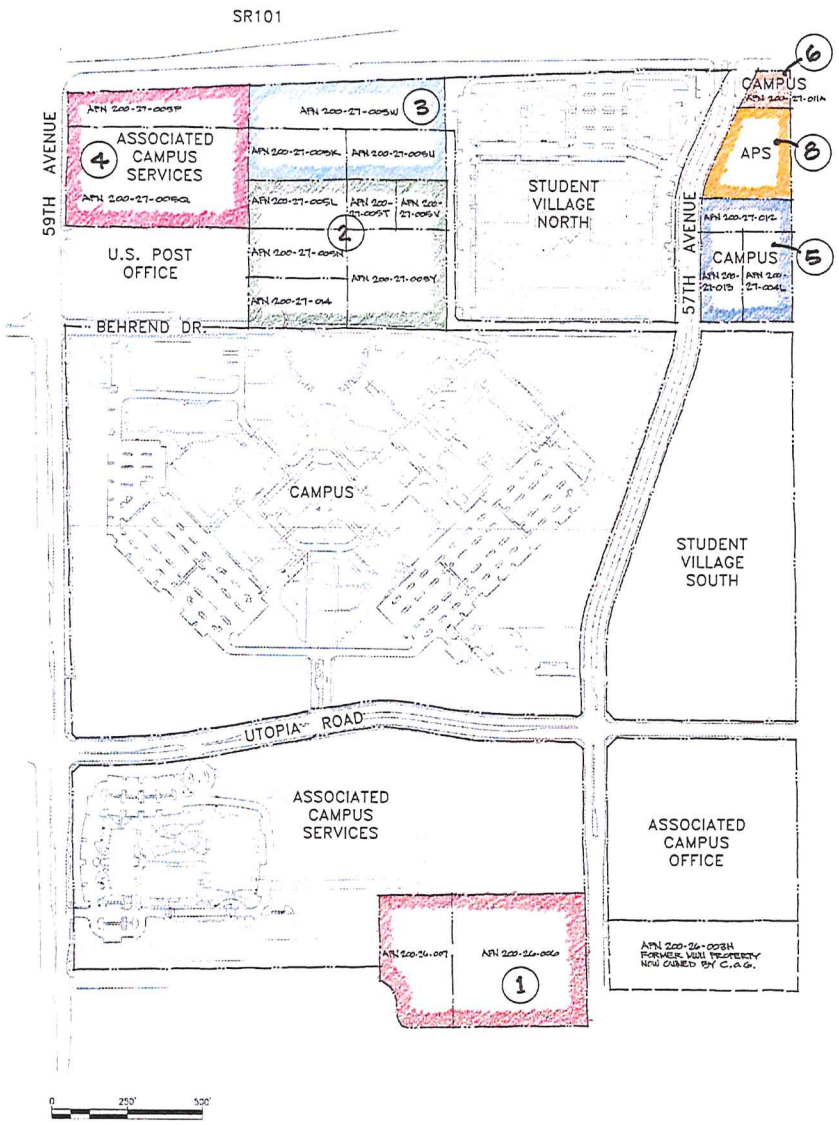
[1] The square footage is derived from the Maricopa County Assessor maps found at maps.mcassessor.maricopa.gov

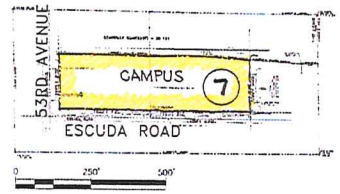
5. Conclusion:

Midwestern University is requesting to amend the land use designation on approximately seven (7) acres within the Arrowhead Ranch Specific Plan from Business Park (BP) to Education (EDU); to amend the General Plan land use designation on approximately 2.5 acres from Low Density Residential, 1-2.5 du/ac (LDR) to Education (EDU); and to add approximately 32 acres currently zoned as A-1 (Agricultural), C-2 (General Commercial), or B-P (Business Park) to the Planned Area Development.

In keeping with the Citizen Participation Guidelines of the City of Glendale, a neighborhood meeting was held. A summary of our citizen participation efforts is detailed in the Citizen Participation Final Report.

The request to add all the above parcels to the current PAD is made because the Master Plan already includes the four elements of land use needed for this application: academic buildings, student housing, associated campus services and associated campus offices. This request is consistent with the needed usage on the new parcels including but not limited to academic facilities, clinics, laboratories, auditoriums, student housing, dining services, and limited retail services.





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

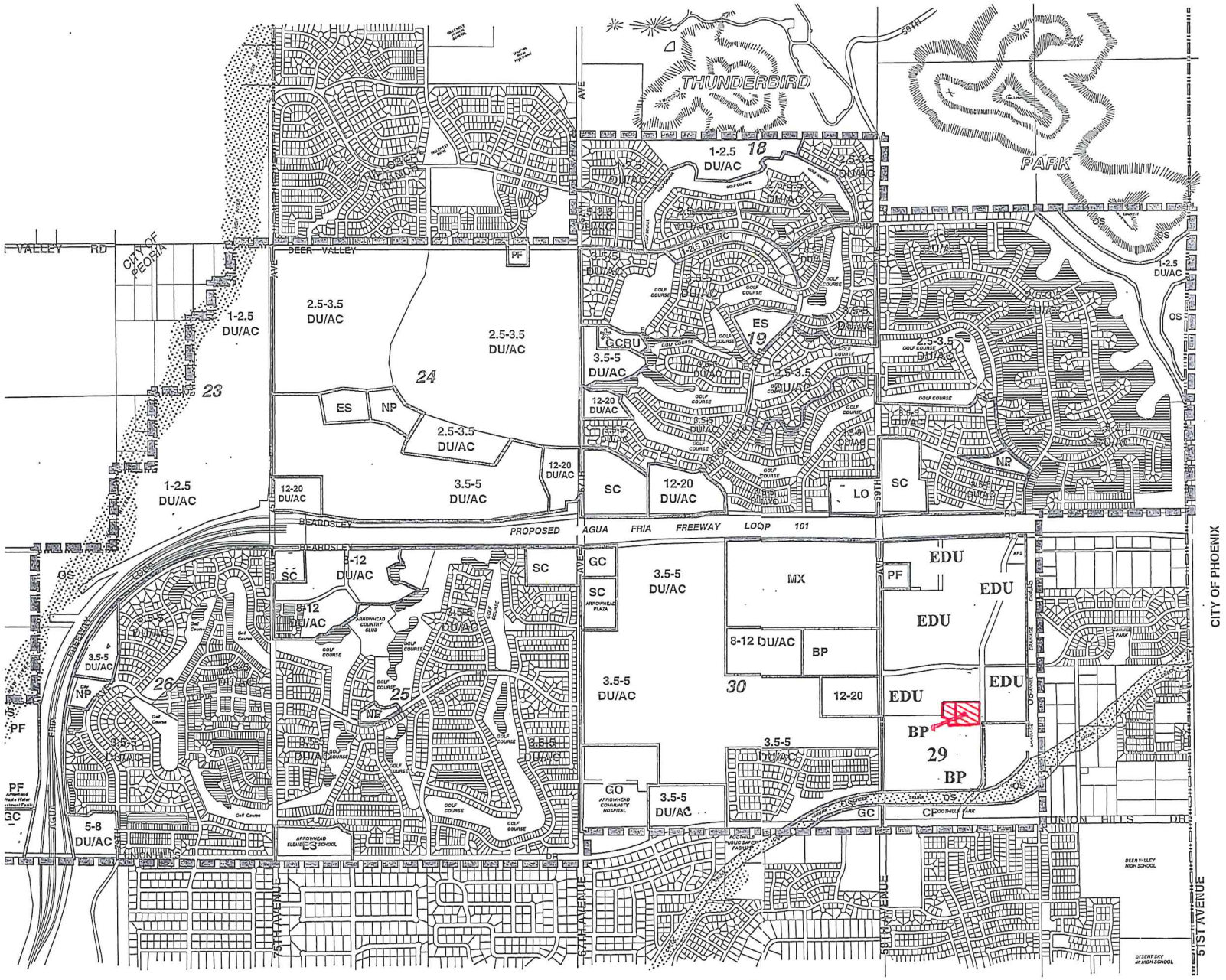
Properties to be added to the Midwestern University PAD

LEGEND

- PARCEL GROUP 1
- PARCEL GROUP 2
- PARCEL GROUP 3
- PARCEL GROUP 4
- PARCEL GROUP 5
- PARCEL GROUP 6
- PARCEL GROUP 7
- PARCEL GROUP 8

DWL ARCHITECTS+PLANNERS, INC.

Exhibit: A



LEGEND

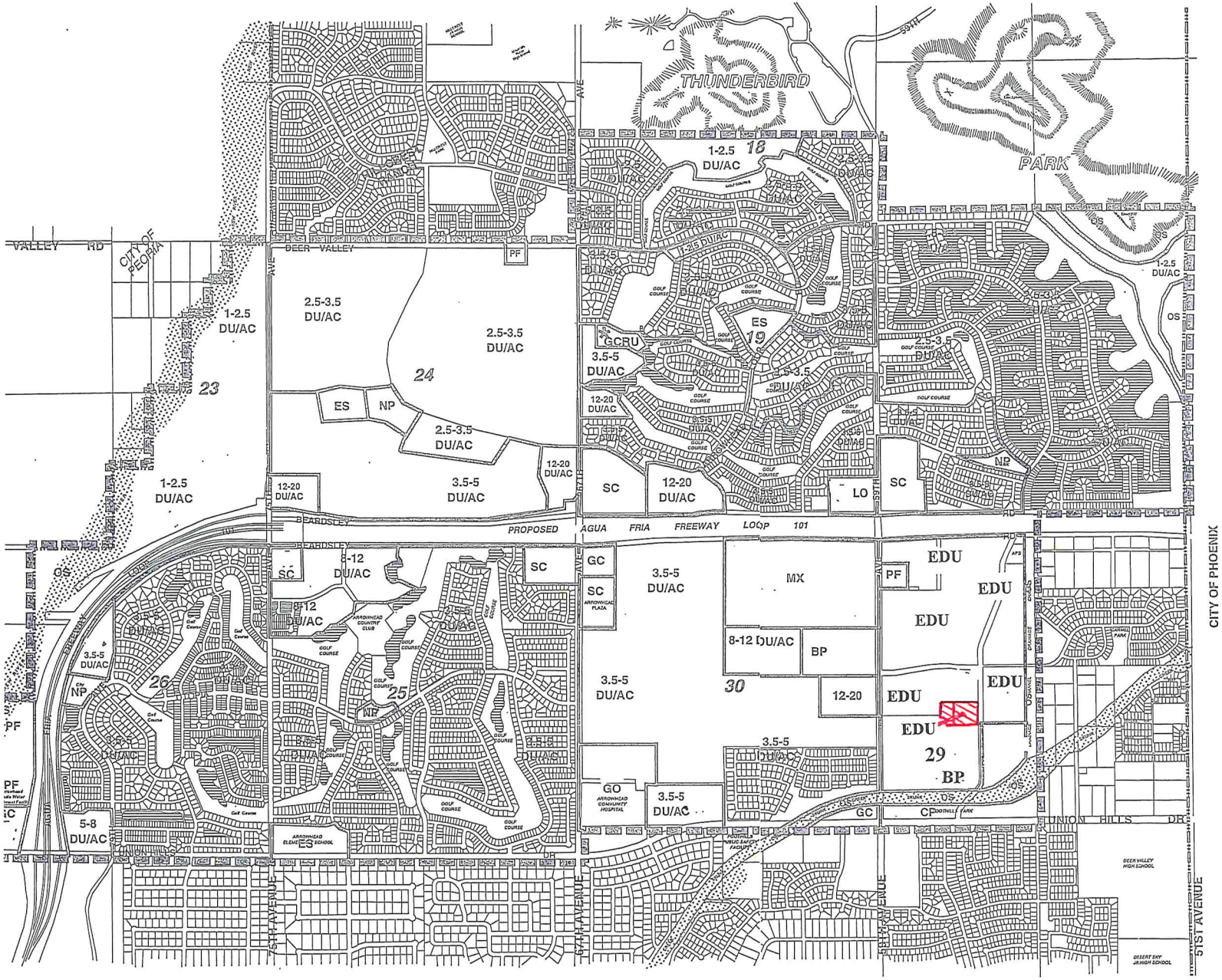
1-8	Single Family Residential (DWELLING UNITS PER GROSS ACRE)
8-20	Multi-Family Residential (DWELLING UNITS PER GROSS ACRE)
OS	Open Space
BP	Business Park
GO	General Office
LO	Limited Office
SC	Shopping Center
GC	General Commercial
ES	Elementary School
NP	Neighborhood Park
CP	Community Park
GCRU	Golf Course Related Uses
PF	Public Facility
EHD	Existing Housing Development
MX	Mixed Use
	Lakes
	City Limits
	Arrowhead Boundary
	Area to be Amended

0' 330' 660' 1320' 2640'

THE ARROWHEAD RANCH

Existing Land Use Plan

Exhibit: B



LEGEND

1-8	Single Family Residential (DWELLING UNITS PER GROSS ACRE)
8-20	Multi-Family Residential (DWELLING UNITS PER GROSS ACRE)
OS	Open Space
BP	Business Park
GO	General Office
LO	Limited Office
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CP	Community Park
GCRU	Golf Course Related Uses
PF	Public Facility
EHD	Existing Housing Development
MX	Mixed Use
	Lakes
	City Limits
	Arrowhead Boundary
	Area of Proposed Amendment

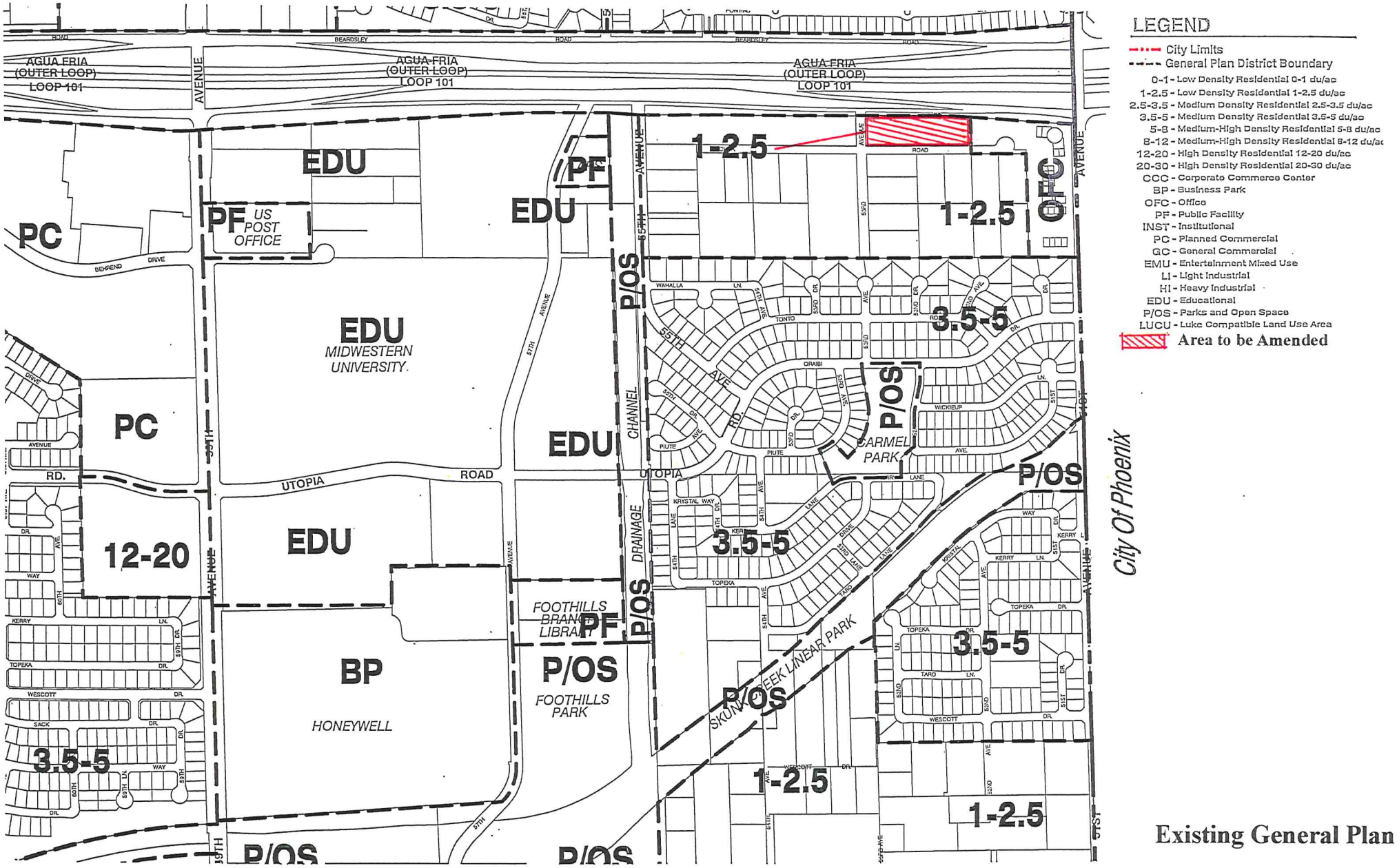
0' 330' 660' 1320' 2640'

THE ARROWHEAD RANCH

Proposed Land Use Plan

Exhibit: C

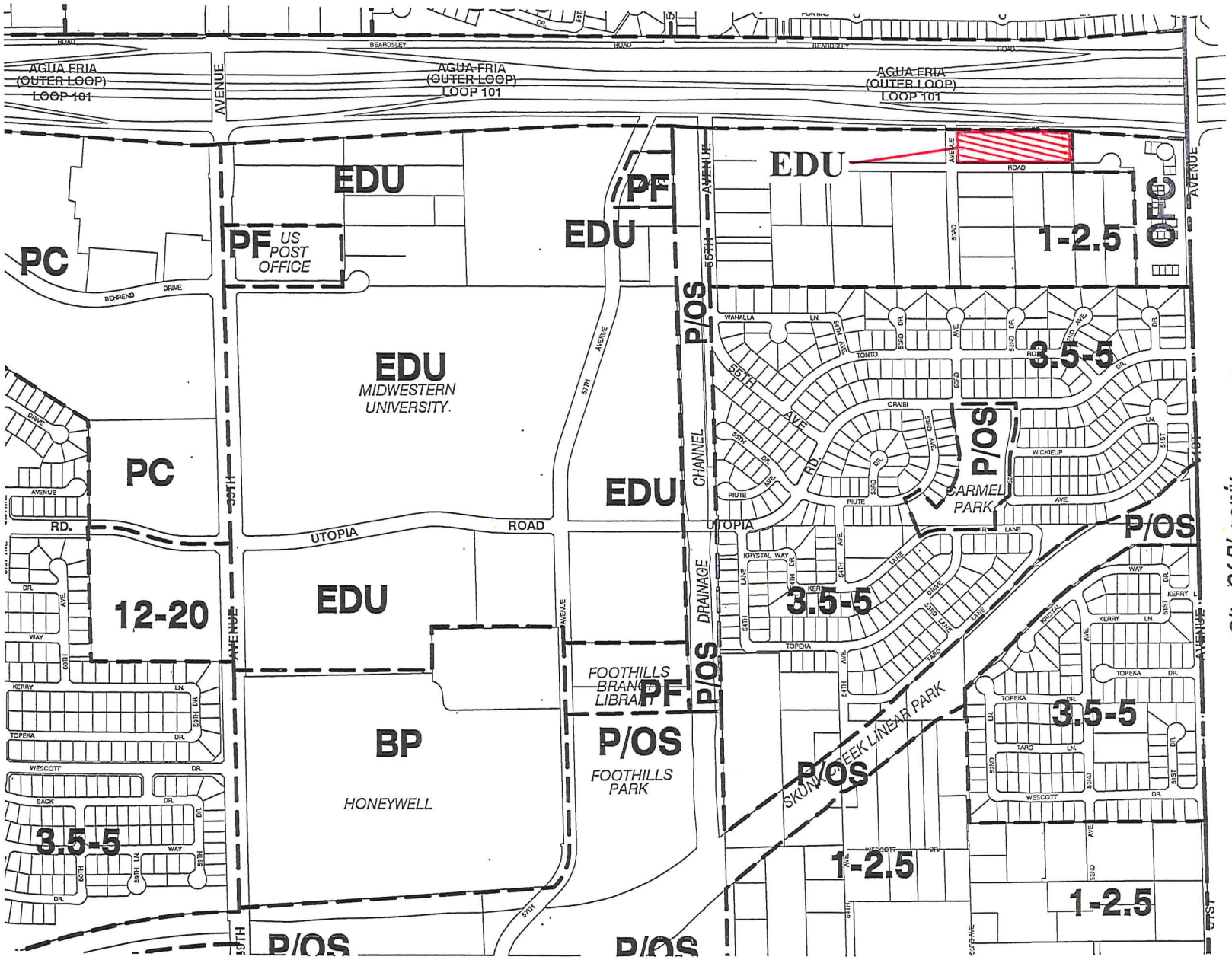
City of Glendale



Existing General Plan

Exhibit: D

City of Glendale

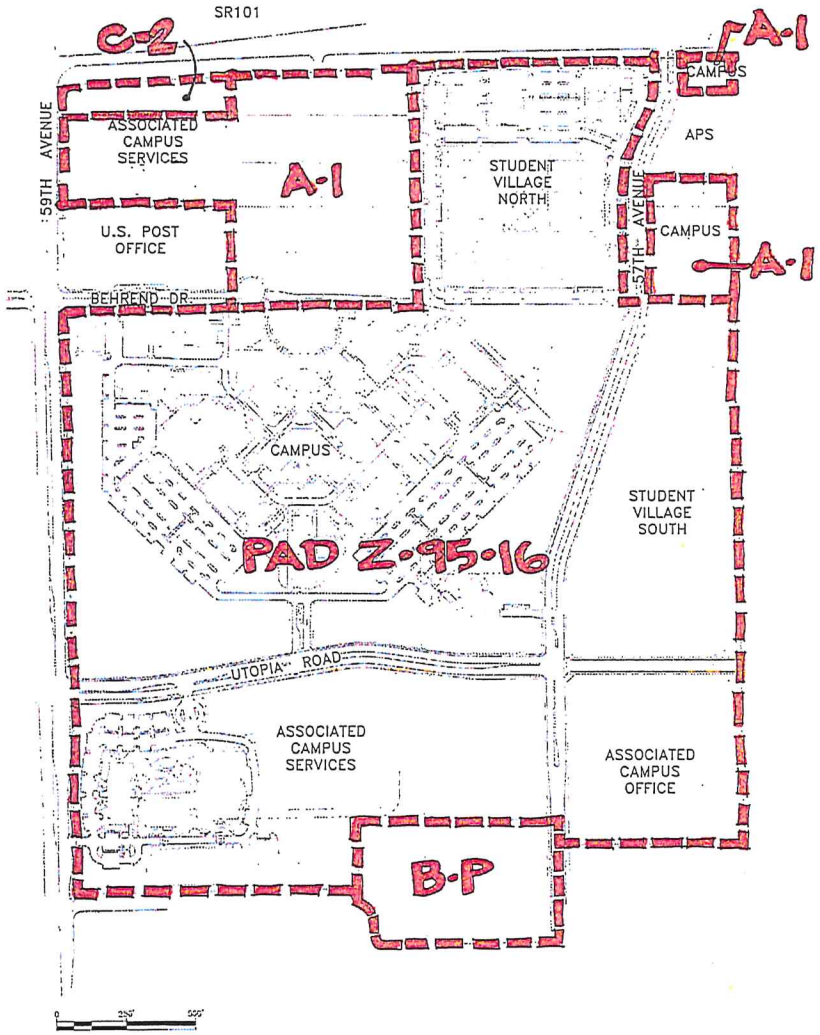


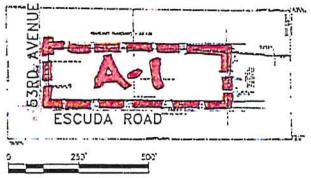
LEGEND

- City Limits
- General Plan District Boundary
- 0-1 - Low Density Residential 0-1 du/ac
- 1-2.5 - Low Density Residential 1-2.5 du/ac
- 2.5-3.5 - Medium Density Residential 2.5-3.5 du/ac
- 3.5-5 - Medium Density Residential 3.5-5 du/ac
- 5-8 - Medium-High Density Residential 5-8 du/ac
- 8-12 - Medium-High Density Residential 8-12 du/ac
- 12-20 - High Density Residential 12-20 du/ac
- 20-30 - High Density Residential 20-30 du/ac
- CCC - Corporate Commerce Center
- BP - Business Park
- OFC - Office
- PF - Public Facility
- INST - Institutional
- PC - Planned Commercial
- GC - General Commercial
- EMU - Entertainment Mixed Use
- LI - Light Industrial
- HI - Heavy Industrial
- EDU - Educational
- P/OS - Parks and Open Space
- LUCU - Luke Compatible Land Use Area
- Area of Proposed Amendment

Proposed General Plan

Exhibit: E





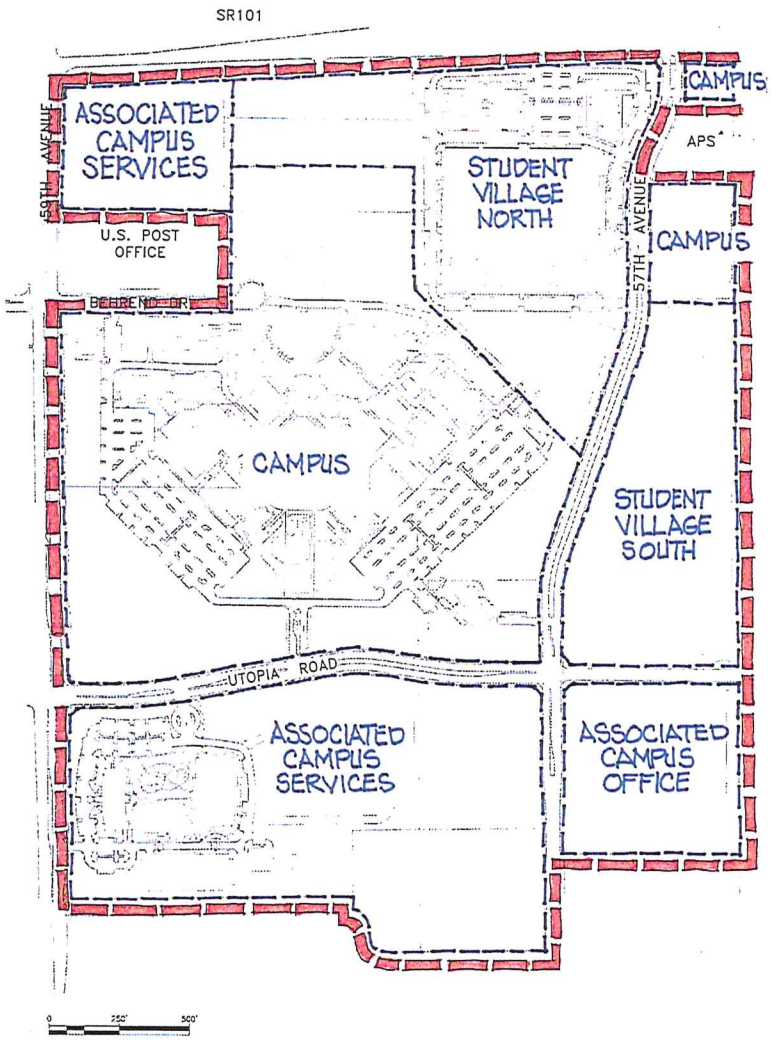
NORTH

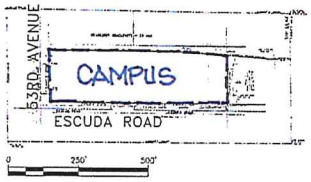
MIDWESTERN UNIVERSITY GLENDALE CAMPUS

EXISTING ZONING MAP

DWL ARCHITECTS + PLANNERS, INC.

Exhibit: F





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED MASTER PLAN & LAND USE MAP

CAMPUS BORDER

DWL ARCHITECTS+PLANNERS INC

Exhibit: G

PLANNED AREA DEVELOPMENT

Rezoning Request

Application Number: ZON12-04

Midwestern University

Glendale Campus
19555 North 59th Avenue
Glendale, Arizona 85308

Prepared by:

Kathleen H. Goeppinger, Ph.D.
President and Chief Executive Officer

September 21, 2012
Revised: October 22, 2012
Last Revision: October 30, 2012

for

City of Glendale, Arizona

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I: Introduction and Background

Midwestern University's Glendale Campus began with the purchase of 123 acres in 1995. The University applied for a Planned Area Development and received approval for Application Number Z-95-16 in January 1996.

The purpose of this new request is to rezone approximately 32 acres from A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park) to PAD (Planned Area Development).

This Rezoning Application will add the newer parcels of land purchased by Midwestern University to the original Planned Area Development approved by the City Council on January 23, 1996. These newer parcels have been purchased over a number of years, as land surrounding the actual campus became available. We have successfully added approximately 32 acres to the campus since the original purchase in 1995 and the land is Zoned A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park). All parcels, with the exception of three at 53rd Avenue and West Escuda Road are contiguous to the original campus. This exception of 2.51 acres was acquired from the City of Glendale as an accommodation to providing the Glendale Fire Department, at no cost, permanent housing on campus for the Medic #155 firefighters and their vehicles.

In addition, The City of Glendale received authorization from Arizona Public Service (APS), owner of 1.67 acres located south of the 101 Freeway and east of 57th Avenue, to rezone its *APS Substation Property, APN 200-27-007A* from A-1 to Planned Area Development under this application. [Please see Exhibit 0.1: APS Letter to City of Glendale]

<u>Background</u>

In 1995 Midwestern University selected the 123 acres in Glendale, Arizona following an extensive survey of available locations for our campus from many available locations within the Greater Phoenix Metropolitan Area. It was the support of the city officials and their willingness to support the growth and development of our new campus that has afforded us a perfect combination for the continual development of graduate level health science programs for the State of Arizona and our local community.

Since the original zoning of the land, the Glendale Campus has flourished. It was through the support of the City of Glendale, the surrounding community, and the impact of the original zoning provided to the University, which allowed for building a campus that is now a major institution in the City of Glendale and for the State of Arizona.

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The Glendale Campus includes a number of clinical facilities designed to serve the public. Currently Midwestern University has the Multispecialty Clinic, the Eye Institute and the Dental Institute. Each of these provides much needed care to our surrounding area and to the State of Arizona. By both the dental and optometry clinics offering healthcare services at a cost of less than half of reasonable and customary charges, the University is caring for thousands of people in our community, with approximately 70,000 patient visits scheduled per year. These clinics are part of the educational curriculum of the University; they are staffed with full time faculty and staff members, and Midwestern University students.

Conclusion

Midwestern University is requesting to further extend the current Planned Area Development to include the additional parcels currently zoned as A-1 (Agricultural), C-2 (General Commercial), and B-P (Business Park), as outlined in Section II – Project Goals and Future Plans.

The original Introduction and Background verbiage from the Planned Area Development approved by the City Council, City of Glendale, Arizona on January 23, 1996 follows.

Midwestern University – Glendale Campus

Following a tradition of excellence since 1900, Midwestern University, a national leader in providing high quality graduate and undergraduate education in health professions is pleased to submit this application for a Planned Area Development for their branch campus in the City of Glendale's prestigious Arrowhead Ranch Master Planned Community.

Midwestern University – Glendale Campus will be a branch of Midwestern University – Downers Grove which includes the Chicago College of Osteopathic medicine, the Chicago College of Pharmacy, and the College of Allied Health Professionals. There are only seventeen other osteopathic medical college in the United States. Midwestern University – Glendale Campus will be a landmark institution benefitting the City of Glendale and the State of Arizona, and it will provide a national focus on Glendale.

Midwestern University – Glendale Campus is proposed to be located on 123 acres in Section 29 of Arrowhead Ranch, Couth of the aqua Fria Freeway between 59th Avenue and the 55th Avenue Drainage Channel. The City of Glendale was selected as the future home of Midwestern University – Glendale Campus for several reasons including:

- Glendale has one of the highest concentrations of practicing osteopathic physicians within 30 minutes of the proposed university;
- Arrowhead and Phoenix General Hospitals are primarily osteopathic facilities;
- Arrowhead Ranch is a beautiful master planned community offering a variety of housing, recreational and educational opportunities;
- Employment opportunities are plentiful for students and their families; and
- The proximity to the Thunderbird Graduate School of International Management, Arizona State University West and Glendale Community College establishes a synergy for outstanding academic opportunities.

The Midwestern University concept is not to only develop a university emphasizing education for physician and health related professionals, but a total living environment promoting study, research and practical application of osteopathic health care. It will also provide medical offices

for treatment as well as health centers, computerized studying methodologies, and international educational communication systems emanating from Glendale, Arizona.

The 123-acre campus affords an opportunity for Midwestern University to provide a complete, unique and aesthetic campus environment. It will provide comprehensive services within walking distance for the students and faculty including unique student housing with computer rooms, study halls and meeting rooms, medical offices allowing for actual practical application of osteopathic health care, a health club, health care training for athletes, training facilities accentuating sports medicine, physical therapy, potentially a production studio working in cooperation with the City of Glendale to produce and disseminate health education material around the world, retail services accommodating the students and the neighborhood with places to shop, buy books, do laundry or just have a pizza and a beer in their free time.

The student population is generally older and more mature than typical university students because many are seeking graduate degrees or are upper class undergraduates. The medical students generally attend class together and spend a minimum of eight or more hours a day at the university. They often live in close proximity and spend much of their time after class in study groups, studying individually or working on research projects. The course work is intensive, but rewarding.

Midwestern University – Glendale Campus plans to begin classes in the Fall of 1996 with an initial class of approximately 200 students including medical and Physician Assistants. Medical students will train to practice in predominantly small communities which are generally medically underserved. Ultimately, the university will have an annual enrollment of 2,500 students.

Student Villages North and South, and Associated Campus Services may be built in collaboration with local builders. However, Midwestern University will always retain ownership interest and architectural control. The Student Villages will be linked to the University via computer terminals and will have study rooms where students can work together.

Midwestern University is very pleased to locate its branch campus in Glendale, Arizona. It looks forward to working with the City Council, Planning Commission, Community Development Group and the community to provide a campus considered academically and aesthetically superior.

II: Project Goals and Overview

The goal of this rezoning request is to add the following parcels to our current Planned Area Development. [Please see Exhibit 2.1: Properties to be Added to the Midwestern University PAD].

MIDWESTERN UNIVERSITY GLENDALE CAMPUS PROPERTIES ACQUIRED SUBSEQUENT TO ORIGINAL LAND ASSEMBLAGE IN 1995

	Property Description	Square Footage[1]	Parcel Number
(1)	6.86 acres adjacent to Campus on 57th Avenue	99,235 199,609	200-26-007 200-26-008
(2)	Part of 7.63 adjoining acres at 19802-841 North 57th Drive	54,450 54,450 27,225 27,225 118,912 50,305	200-27-005L 200-27-005N 200-27-005T 200-27-005V 200-27-005Y 200-27-014
(3)	4.78 acres at SW and SE corners of 57th Drive and Agua Fria Freeway (Acquired from ADOT)	54,450 54,450 99,486	200-27-005K 200-27-005U 200-27-005W
(4)	6.23 acres at SE Corner of 59th Avenue and Agua Fria Freeway	73,529 197,762	200-27-005P 200-27-005Q
(5)	1.44 acres on East side of 57th Avenue, South of Agua Fria Freeway, and also 1.15 acres, West portion of parcel (to be acquired from the City of Glendale)	26,877 35,810 50,094	200-27-012 200-27-013 200-27-004L
(6)	.5 acres at SE corner of 57th Avenue and Agua Fria Freeway	21,865	200-27-011A
(7)	2.51 acres at NE Corner of 53rd Avenue and Escuda Road (exchanged with City of Glendale for paramedic unit on Campus)	30,064 31,006 48,165	Portion of 200-24-005J 200-24-005K 200-24-006E
(8)	1.67 acres South of SW corner of 57th Avenue and Agua Fria Freeway (owned by Arizona Public Service)	72,939	200-27-007A

[1] The square footage is derived from the Maricopa County Assessor maps found at maps.mcassessor.maricopa.gov

In addition to the new properties owned by Midwestern University, The City of Glendale requested that the following property owned by Arizona Public Service (APS) be included in this rezoning application:

Property Description:	South of Agua Fria Freeway and East of 57th Avenue
Parcel Size:	1.67 acres (72,939 sf)
Parcel Number:	200-27-007A

This request to add all the above parcels to the current PAD is made because the Master Plan already includes the four elements of land use needed for this application: Campus, Student Village, Associated Campus Services and Associated Campus Offices. The request is consistent with the needed usage on the new parcels including but not limited to academic facilities, clinics, laboratories, auditoriums, student housing, dining services, and limited retail services.

Signage, Buildings and Landscaping

The current campus follows one plan for the look and development of all current buildings on campus. The new facilities anticipated for the land added to the PAD will encompass the same quality appearance of the existing buildings.

In addition, the landscaping plans are anticipated to follow the same look and feel of current plantings and tree placements.

New signage will be consistent with the current parameters of the PAD.

Note: All building plans will follow the PAD requirements as established in 1996 and be reviewed by the City of Glendale Planning Department prior to any construction, as has been the University's practice over the past 16 years.

Future Plans

The two parcels (listed under Property Description #4) representing 6.23 acres located on the South East corner of 59th Avenue and the 101 Freeway, would fall under the Associated Campus Services land use designation of the current PAD. These parcels may possibility be developed as a small inn for visitors and guests to the campus and the community. This small inn is incorporated into the campus planning to possibly provide overnight accommodations to the student applicants who come to the campus for mandatory admissions interviews, or to visiting

faculty and the families of the students who come to the campus for special events and weekend visits with their loved ones. This is only considered a long range plan, and not anticipated for construction in the near future.

Since 1996, Midwestern University has acquired the additional parcels of available land in order to provide further growth of the academic programs on the Glendale Campus. This rezoning request is coming at this time because Midwestern University is in the process of developing a new College of Veterinary Medicine. This will be the first College of Veterinary Medicine in the State of Arizona and will meet the growing demand for academic training for veterinarians serving in both urban and rural Arizona. In order to meet the facility needs for the first class of 100 students and its faculty that will be recruited over the next two years, Midwestern University anticipates the building of three additional structures. Two of the three structures will be located on land currently not covered by the current PAD.

The original Project Goals and Overview verbiage from the Planned Area Development approved by the City Council, City of Glendale, Arizona on January 23, 1996 follows.

Midwestern University is a national leader in providing high quality graduate and undergraduate education in the health professions. The University emphasizes superior instruction and is recognized for their academic excellence. It prepares competent graduates who meet or exceed the standards expected of their health profession and the society they serve, and prepares them for the challenges they will encounter in their chosen health profession. Supporting faculty in scholarly activity and research is also an important facet of Midwestern University's educational program.

Midwestern University – Downers Grove that includes one of the country's premiere osteopathic educational colleges has been in operation since 1900. In addition, it operates the Chicago College of Pharmacy and the College of Allied Health Professions.

Midwestern University – Glendale Campus intends to provide the highest caliber education. Therefore, in accordance with the laws of the State of Arizona, Midwestern University officially declared its intent to develop a branch college of osteopathic medicine by filing a letter of Intent with the Arizona State Board for Private Post-Secondary Education and has begun the process of completing an application for licensure in Glendale, Arizona. At this branch university, Midwestern University proposes to continue to embrace its historical goals to deliver the highest quality of education.

A. Project Goals

The central goal of Midwestern University – Glendale Campus' college of Osteopathic Medicine is to train primary care physicians. Special emphasis in the curriculum will be given to clinical experiences in small towns and rural areas which are generally medically underserved. Midwestern University's 94 years of experience in osteopathic education will allow the effective and efficient implementation of this primary care curriculum to address the needs of the greater society as well as local areas.

The basic medical education curriculum of Midwestern University – Downers Grove is a four year program leading to the Doctor of Osteopathic Medicine (D.O.) degree. Medical students spend their first two years completing a rigorous basic science curriculum and preparing for their clinical studies. During their third and fourth years, students in Chicago rotate through a variety of clinical departments currently available at affiliated medical centers.

The program proposed for Glendale will be similar. However, the Arizona students; last two clinical years in the program will utilize existing inpatient and ambulatory health care providers in the Phoenix metropolitan area, including the Indian Health Service and County Health Department.

A secondary goal is to establish colleges for allied health professionals and other areas of study. When the University opens in the Fall of 1996, a baccalaureate degree in Physician Assistant Studies will be offered. This is a four year program whereby students complete two years of prescribed prerequisite courses at another accredited college or university. The last two years will occur on the Midwestern University – Glendale Campus.

Midwestern University – Glendale Campus has also been approved to offer a Master's Degree in Physician Assistant Studies. In subsequent years, programs in disciplines other than those for Allied Health Professions may be offered.

An additional goal was to establish the campus within a 30 to 45 minute travel time of the offices of the clinical faculty. Easy access to affiliated clinical training sites through the metropolitan area is also a requirement, and convenient access to freeways is essential. Because of the campus' location adjacent to the Agua Fria Freeway, this site meets these requirements.

B. Project Overview

The University will consist of four land use elements:
[Please see Exhibit 1: Original Master Plan].

1. The Campus [Including at least two colleges: the College of Osteopathic Medicine and College of Allied Health Professions, eg., physical therapists and physicians assistants];
2. Student Villages North and South;
3. Associated Campus Services; and
4. Associated Campus Office.

The first two elements, the campus and the Student villages, are considered Primary Educational Uses. Although all major universities have student housing, the Student villages proposed for this University are more closely interconnected than usual. Many students, especially the medical students, attend class together in groups for eight hours a day. After class, many continue to study together in the library and in the Student Villages.

The more intense university uses are located interior to the site, away from the single-family residential neighborhood which is located a minimum of 180 feet to the east across the 55th Avenue Drainage Channel. When development occurs on the eastern edge of the University, the Student Village – Couth and Associated Campus Office, will be only two (2) stories in height that will be buffered by landscaping and the width of the drainage channel.

The main entrance to Midwestern University – Glendale Campus will be from Utopia Road where landscaping will unite the Campus on the north with the Associated Campus Services on the south. The center of the Campus will appear to be an oasis with ponds and landscaping watered by reclaimed water. Low-water-use desert plants, or xeriscape, will become more predominant closer to the streets away from the center of the Campus. Plants from the Arrowhead Ranch palette will be included in this area.

Although the main entry to the Campus will be between 59th Avenue and 57th Avenue, the main university entrance begins at 59th Avenue and Utopia Road. Enhanced signage and landscaping will announce that one has arrived on a campus of distinction. As previously stated, the students are drawn together educationally, but the physical environment also creates a close connection. The landscaped walkways draw the two areas together and the general physical layout of the campus encourages close interaction.

III: *Surrounding Land Uses and Site Features*

A. Surrounding Land Uses

Midwestern University – Glendale Campus is located in the western half of Section 29 on Arrowhead Ranch, South of the Agua Fria Freeway between 59th Avenue and the 55th Avenue Drainage Channel. The United States Post Office is located at the northeast corner of 59th Avenue and Behrend Drive. Honeywell and Foothills Park are located to the south. To the east is a single-family residential subdivision and vacant land, and to the north and east is an older, well established neighborhood with A-1 zoning. [Please see Exhibit 2, Surrounding Land Uses].

Across 59th Avenue, a major arterial, is Arrowhead Ranch's Section 30 which was formerly zoned C-2 for the regional mall. Because this site is no longer needed for the regional mall, three fourths of the section was rezoned to R1-7 P.R.D. The northeast quarter section retains its C-2 and is vacant.

B. Site Features

A full freeway interchange has been constructed at 59th Avenue and the Agua Fria Freeway.

Topography and Drainage

The project site is relatively flat with no distinctive topographical features. The site slopes approximately eight (8) feet from east to west. The Midwestern University Phase One Building Preliminary Drainage Analysis previously submitted to the Community Development Group under separate cover addresses drainage calculations and quantities, and substantiates the Master Plan Water Plan. [Please see Exhibit 3: Original Master Plan Drainage]

Midwestern University – Glendale Campus does not lie within any designated flood zone.

Water and Waste-water

Existing water and waste-water lines are located in 59th Avenue, 57th Avenue and Utopia Road. These lines are sufficient in size to provide adequate supply for this project. On-site utilize extensions will be developed with each phase of construction. [Please see Exhibit 4: Original Master Plan Water & Sewer]

Status of Existing Site

The majority of the original 123 acre campus has been cleared of citrus trees. An existing concrete irrigation ditch runs east to west along the south property line, which was removed. Some of the original citrus trees remain on the parcels located on the southeast side of 59th Avenue and Utopia Road.

Representatives considered maintaining the established citrus within the landscape setbacks; however, after careful research, Midwestern University determined that the trees must be removed because the primary water source that allows deep-root watering is eliminated, and historically, trees do not survive during construction without this source of water.

55th Avenue Drainage Channel

The 55th Avenue Drainage Channel is located adjacent to the eastern boundary of Midwestern University – Glendale Campus. The total width of the channel is approximately 180 feet wide. According to the Maricopa County Assessor's Records, two parcels create the channel, one is forty (40) feet and the other is one hundred forty (140) feet. Both are owned by the City of Glendale, and neither is a part of Midwestern University – Glendale Campus' application.

The Specific Area Plan Storm Drainage Plan classifies the 55th Avenue Drainage Channel in System XI. According to the Storm Drainage Plan, "This system discharges directly into the 55th Avenue channel system. Detention basins rise between 1.8 and 2.9 feet and discharge approximately 38 cfs into the channel." This water is directed into Skunk Creek.

IV: *Conformance to Adopted Plans*

Midwestern University – Glendale Campus is regulated by the Glendale General Plan and the Arrowhead Ranch Specific Plan. The original University campus property was zoned B-P (Business Park) and A-1 (Agricultural), [Please see Exhibit 5: Original Zoning Plan] but was rezoned to PAD through case Z-95-16. The parcels we are requesting to add to the PAD are currently zoned as A-1 (Agricultural), C-2 (General Commercial), B-P (Business Park). [Please see Exhibit 5.1: Updated Existing Zoning Plan].

A. Glendale General Plan

One property [Please see Exhibit 2.1: Property 7] acquired by Midwestern University – Glendale Campus is located in an area designated by the General Plan as Low Density Residential, 1-2.5 du/ac (LDR).

A second property [Please see Exhibit 2.1: Property 1] recently acquired by Midwestern University – Glendale Campus is located in an area designated by the Arrowhead Ranch Specific Plan as Business Park (BP).

We are requesting to amend the land designations on these two properties from BP and LDR to Education as we expand the area of the campus. Refer to companion case General Plan Amendment GPA12-01.

B. Arrowhead Ranch Specific Plan

The Arrowhead Ranch Specific Plan (the "Specific Plan") covers approximately 4,000 acres located in northern Glendale. Midwestern University – Glendale Campus is proposed for Section 29, in the Parks Neighborhood. Honeywell and Foothills Park area also located in this Section.

According to the Specific Plan, the Parks Neighborhood "should result in a distinctive regional role for this area. The proposed land use plan for the Parks Neighborhood describes a mix of land uses that is realistic in terms of both the short-term and long-term objectives of the City...The plan; however, must retain sufficient flexibility to respond to the changes in market conditions and development trends, while maintaining its primary role as a major employment center within the City. It is anticipated that over time, both major and minor adjustments will be made in the land use mix and pattern of this plan..."
[Arrowhead Ranch Specific Plan, Page 10, Approved by the City Council on April 25, 1995. (Emphasis Added)]

Business Park was the designation envisioned that would fulfill this distinctive regional role for the Parks Neighborhood. The Arrowhead Ranch Specific Plan was adopted in 1995. In

2002, the General Plan was updated and designated the area of the existing Midwestern University PAD, as well as the majority of property owned by the University (but not included in the PAD), as the Education land use. In 2012, Midwestern University purchased a property south of Utopia Road that is adjacent to the current campus [Please see Exhibit 2.1, Property 1] As the land will be incorporated into our campus, we are requesting it be amended from BP to EDU. It will provide a national focus on Glendale, Arizona.

The University also complies with the Specific Plan because it accentuates a mix of land uses while providing employment opportunities with a new emphasis – educational opportunities. The Specific Plan's goal is met, and in fact accentuated, with the further expansion of Midwestern University – Glendale Campus.

V: *Development Plan*

A. Purpose of PAD – Planned Area Development

The overall intent of Planned Area District for Midwestern University is to provide a campus of distinction both educationally and architecturally, and to provide a "total living environment" for the students and faculty, which will be developed to the highest caliber as required by Midwestern University and the standards established within Arrowhead Ranch. This PAD encourages imaginative and innovative site planning using flexible standards that may be modified for the specific site while balancing the protection of the adjacent land uses.

Formerly, the zoning for the University site was B-P (Business Park) and A-1 (Agriculture) [Please see Exhibit 5: Original Zoning Plan]. Since the current zoning for the new properties is A-1 (Agriculture), C-2 (General Commercial and B-P (Business Park), those parcels must be rezoned [Please see Exhibit 5.1: Updated Existing Zoning Plan]. Midwestern University – Glendale Campus is a mixed use development that includes a Campus, Student Village North and South, Associated Campus Services and Associated Campus Offices. Therefore, the PAD – Planned Area Development district is the ideal designation for the site as specified in the City of Glendale Zoning Ordinance:

"This district accommodates mixed use development, which combines residential and non-residential land uses through common design elements. The district promotes flexibility and encourages variations in building design, lot arrangement, circulation patterns, and land uses. Further, it is the intent of the PAD district to:

a. Encourage creative and effective use of land and circulation systems to accommodate changes in land development technologies.

b. Encourage residential development to provide a mixture of housing types and designs.

c. Encourage innovative development or redevelopment concepts for all land use types to provide a greater variety and intensity of uses.

d. Provide a process, which relates the urban design and scale of project to the unique characteristics of the site.

e. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage, and common open spaces to serve the development and to minimize impact on existing or future adjacent development.

f. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

[Glendale zoning Ordinance, Section 5.900, Page 5.71]

Midwestern University – Glendale Campus complies with the intent of the PAD district because it is a mixed use project that combines residential and non-residential uses including the school, retail and office. Representatives of Midwestern University believe it is important to create an environment that is unique and cohesive that presents both students and visitors with the strong visual impact indicating that they have arrived at a school of distinction both architecturally and educationally. This "visual statement" can be accomplished through the use of the PAD because it promotes common design elements through architectural control and allows for site specific design standards with variations in height, setback, landscaping, signage, etc. This diversity can be accomplished to the benefit of the University and without detriment to adjacent land uses.

Midwestern University – Glendale Campus further meets the intentions of the ordinance as follows:

a. Encourage creative and effective use of land and circulation systems to accommodate changes in land development technologies

Midwestern University – Glendale Campus proposes a branch campus that is very progressive and on the "cutting edge" of educational technology. Because it is on the forefront of changes in educational technology, the land use elements are less traditional. By example, parking is de-emphasized because the students and the University are connected more closely through technology. Traditionally, if a student needed to use the University library, the student would have to drive to the Campus. Today, the student can connect by modem to the library because it will be based primarily on electronic data access. Therefore, the parking demands are lessened because of the technological linkages. In addition, the Student Villages and the Campus are highly interactive technologically via computers and modems.

This branch campus will also be highly interactive technologically with its main campus in Downers Grove and with the faculty from the surrounding medical community. State-of-the-art technologies will impact land development by minimizing vehicle trips per day and fostering a student community that is more closely knit.

Emphasizing technology promotes new and intriguing ideas for the integration of land uses. Midwestern University – Glendale Campus can accommodate a higher enrollment with less impact to adjacent residential uses because the majority of students are not required to live on or near campus but can connect with the school technologically.

b. Encourage residential development to provide a mixture of housing types and designs.

The Student Villages are the residential element that will afford the students reasonably priced housing. Housing types will be diverse because of the demands of the students. Possible housing options may range from dormitories to individual student units. Sections of the Student Villages may emphasize students with children so playgrounds or other ancillary uses may be integrated into the design of the housing. Architectural control will always be maintained by Midwestern University – Glendale Campus so that building palettes and materials will be integrated with the rest of the University buildings. Although the materials will be similar, architectural diversity will be encouraged.

c. Encourage innovative development or redevelopment concepts for all land use types to provide a greater variety and intensity of uses.

Midwestern University – Glendale Campus will develop a campus that is innovative and that provides a variety and intensity of uses. The architects selected to design Phase I, Stage One of the campus are renowned for their ability to design imaginative buildings that are in keeping with the character of our southwestern desert. Future designers will be guided by the material and color palettes approved with the PAD, but they will be encouraged to design original and innovative buildings under the careful architectural control of Midwestern University – Glendale Campus.

d. Provide a process, which relates the urban design and scale of project to the unique characteristics of the site.

The PAD allows Midwestern University – Glendale Campus to create a campus tailor-made to their site. The non-residential uses on the north, west and south of the site allow for the Campus and Associated Campus Services to be of a more intense character in height, building mass, etc. However, because of the single-family residential uses to the east and the northeast, the building heights are reduced to thirty (30) feet and the building mass diminished so the buildings are more in scale with the adjacent neighborhoods. The project design can also take advantage of the 55th Avenue Drainage Channel that may be developed as an open space amenity thereby providing an element that encourages Midwestern University – Glendale Campus to integrate this space into their building design. In addition, the generous building setbacks from the adjacent major arterial and collector streets creates a scale that enhances the Campus but minimizes the land use's impact on adjacent uses.

e. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage, and common open spaces to serve the development and to minimize impact on existing or future adjacent development.

Utilities, transportation and drainage have been analyzed by engineers to be certain that at build-out when 2,500 students are enrolled at Midwestern University – Glendale Campus, the infrastructure is adequate. The common open space is a vital, integral part of the Campus and Student Villages, and they have been carefully planned to accommodate the needs of the students, as well as the requirements of the City in terms of reclaimed water retention and reuse.

f. Encourage development that is consistent with the policies and guidelines established in any specific plan and the General Plan.

The City of Glendale General Plan, Arrowhead Ranch Specific Plan and the City of Glendale Zoning Ordinance were scrutinized for establishing criteria allowing Midwestern University – Glendale Campus to develop into a premiere educational institution. As specified previously in this document, Midwestern University – Glendale Campus adheres to all adopted plans.

B. Land Use Overview

The major components include the Campus, Student Villages North and South, Associated Campus Services, Associated Campus Office. [Please see Exhibit 1.1: Updated Master Plan & Land Use Map]. The Campus will consist of four elements:

1. The Campus
   Including at least two colleges: the College of Osteopathic Medicine and College of Health Sciences [former known as The College of Allied Health Professions], e.g., physical therapists and physician assistants.
2. Student Villages North and South
3. Associated Campus Services; and
4. Associated Campus Office.

The following list identifies the current buildings and structures built for the University during Phases I & II:

1. Multispecialty Clinic
2. Eye Institute
3. Dental Institute
4. Clinical Parking Garage

5. Welcome Center
6. Mesquite Hall
7. Foothills Science Center
8. Glendale Hall
9. Cholla Hall
10. Agave Hall
11. Auditorium
12. Sahuaro Hall
13. Chanen Interfaith Chapel
14. Ramada Outdoor Seating Structure
15. Wellness & Recreation Center
16. Ocotillo Hall
17. University Administration
18. Barrel Student Center I
19. Barrel Student Center II
20. Barrel Student Center III
21. Cactus Clubhouse
22. Campus Parking Garage
23. Yucca Central Plant
24. Auxiliary Central Plant
25. Student Housing (11 buildings)

The .68 acre Reflecting Pool (#14) was built in front of the first building (Sahuaro Hall), and is surrounded by a green belt. The water for this "oasis" was provided by reclaimed water. Landscaped pedestrian walkways connect the Student Villages and Associated Campus services and offices. A wide range of student recreational amenities are provided in the Wellness & Recreation Center, in addition to outdoor sports courts for volleyball and basketball.

<u>The Campus</u>

The Campus is currently comprised of fifty-one (51) acres South of the Agua Fria Freeway, primarily between 59th Avenue and the 55th Avenue Drainage Channel. The new parcels for this land use designation total to over thirteen acres (13). This includes the 2.5 acres at the northeast corner of 53rd Avenue and West Escuda Road that was acquired by the City of Glendale as an accommodation. The United States Post Office is located at the northeast corner of 59th Avenue and Behrend Drive, and Honeywell and Foothills Park are located to the south. The first phase uses for the Campus were an Osteopathic Medical College and a College of Health Sciences, and related on-campus services found on any university campus such as an infirmary, administrative offices and a physical plant. Site

development began in December 1995, and students began attending classes in the fall of 1996.

Student Villages

Student Village – North is located at the southwest corner of the Agua Fria Freeway and 57th Avenue. The current twenty-two (22) acre site contains 306 residential units that were developed in at least two phases. The new 4.7 acres requested in this designation will provide area to build 100 new units, in addition to the remainder of the 500 units projected in the original PAD. The first phase allowed for dormitories, which will be the most intense and closest to the Campus, or a mix of efficiency, one and two-bedroom student units, which will be built closer to the 55th Avenue Drainage Channel or the Agua Fria Freeway. Midwestern University – Glendale Campus proposes the lower density and height closer to the single-family residential districts.

Related student services shall be provided including play areas for the students' children, laundry facilities, and recreational areas such as volleyball or basketball courts with lighting directed away from the neighborhood, student study rooms, computer research rooms, and small gathering rooms for student study groups and small group meetings.

Student Village – South is located at the northeast corner of 57th Avenue and Utopia Road on appropriately fourteen (14) acres. Approximately 270 units will be built, and the building types may include a mix of efficiency, one and two-bedroom residential units built to accommodate the unique needs of students. This student housing will not exceed thirty (30) feet because it is closest to the single-family residential developed to the east of the 55th Avenue Drainage Channel.

As in Student Village – North, related student services shall be provided including play areas for the students' children, laundry facilities, and recreational areas such as volleyball or basketball courts with lighting directed away from the neighborhood, student study rooms, computer research rooms, and small gathering rooms for student study groups and small group meetings.

Associated Campus Services

Approximately fourteen (14) new acres with this land use designation will be added to the current twenty-four (24) acres located at the southeast corner of 59th Avenue and Utopia Road, and it will be developed with retail services associated with university campuses. The major access to this site will be from Utopia Road and will be visually connected to the campus with landscaping and pedestrian interconnections. A secondary access will be provided from 59th Avenue and 57th Avenue.

The purpose of the Associated Campus Services is to provide necessary campus retail services. Although primarily for the use of the students and faculty, the community at large is encouraged to utilize the services as well.

Associated Campus Office

Located at the southeast corner of 57th Avenue and Utopia Road, this parcel is approximately twelve (12) acres. The 55th Avenue Drainage Channel boarders it on the east and Foothills Park is on the south. Because it is most proximate to single-family residential, it will have only thirty (30) feet in height. Up to four (4) acres of this site will be dedicated to the City of Glendale who may construct a pond as an ancillary use to Foothills Park. Therefore, only eight (8) acres will be used for actual buildings.

The purpose of the Associated Campus Office is to provide offices and facilities ancillary to Midwestern University – Glendale Campus. Possible uses could include medical, administrative and professional offices, outpatient care facilities, dependent care facilities, facilities for conducting research in the natural or physical sciences, including the development of prototype products and limited manufacturing related to medical, pharmaceutical, and biotechnical products or equipment.

C. Land Uses Designations

The Campus

The Campus is considered the 'heart' of Midwestern University – Glendale Campus and typical university campus educational uses are envisioned. The permitted uses are:

1. Classrooms
2. Administrative offices
3. Lecture halls
4. Auditoriums
5. Physical facilities plant
6. Student unions
7. Cafeterias
8. Laboratories
9. School-related research
10. Parking areas and parking structures
11. Athletic and recreational areas including volleyballs, basketball or other sports courts
12. Student health services i.e., infirmary
13. Student movie theater(s) [theater(s) shall be incorporated into a Campus building and will be primarily for the benefit of the students. They will not be typical, open-to-the-public theaters]

14. Broadcasting studios [a studio shall be on the Campus and may be incorporated into a Campus building. It shall not be used by the general public, but are for the use by University related professionals and students for university productions]

Student Villages

The intent of Student Villages North and South is to provide affordable student housing that is architecturally and technologically interconnected with the Campus. The use will be integral and ancillary to the primary school use. The building types may include dormitories and/or a mix of efficiency, one and two-bedroom residential units. The Student Villages will be the primary use; however, other related uses shall be allowed. Midwestern University – Glendale Campus shall maintain an ownership interest in and architectural control over the Student Villages. In addition, the Student Villages will not be designed, constructed or operated as separate or independent housing complexes.

The uses allowed in the Student Villages shall include:

1. Playgrounds for children and recreational facilities for students
2. Laundry facilities*
3. Adult recreational areas including tennis or basketball courts with lighting directed away from the neighborhood
4. Student study rooms*
5. Computer research rooms*
6. Small gathering rooms for student study groups*
7. Small group meetings*
8. Swimming pool and/or spa, public and private
9. Chapel
10. Dependent care facility*
11. Pre-school or kindergarten*

*These ancillary uses shall be included in the same building as the student housing.

Associated Campus Services

The purpose of the Associated Campus Services is to provide retail services consistent with a university for the use of the students and faculty. This is not intended to exclude the greater neighborhood and community who are invited to avail themselves of all the services. The primary functional elements are intended to include a broad range of commercial retail, general merchandising, specialty retail and service oriented businesses.

The permitted uses are:

1. General merchandising including food store, apparel, and accessory stores
2. Commercial trade or business schools
3. Laboratories including medical and dental
4. Offices including: Administrative and professional offices
5. Business support services including:
   a. Photocopying services
   b. Secretarial services
   c. Telephone answering services
6. Support student commercial including:
   a. Retail and office uses such as professional, administrative and business offices
   b. Medical clinics
   c. Libraries and museums
   d. Clothing shops
   e. Theater
   f. Video rental
   g. Bicycle sales and service
   h. Sporting goods
   i. Hardware store
   j. Retail grocery
   k. Drug store
   l. Package delivery services
7. Personal services including:
   a. Health and athletic club
   b. Laundry, cleaning and dry cleaning establishments subject to the following restrictions:
      i. Maximum of one thousand (1,000) square feet of floor area to be occupied by or devoted to machinery to be used for laundry, cleaning, dyeing, and finishing work.
      ii. Retail service to individual customers only and no wholesaling of any commodity or service shall be permitted.
   c. Child or dependent care facilities
   d. Beauty and barber shops
   e. Medical and dental clinics and/or offices
   f. Veterinary clinics, all activities within an enclosed building
8. Eating and drinking establishments including but not limited to:
   a. Restaurants
   b. Cafeterias
   c. Taverns
   d. Bars
   e. Delicatessens

f. Fast food restaurants [Drive thru windows are allowed; however, if they are located at an intersection or within 300' of a residential district, a Use Permit must be requested]
g. Live entertainment facilities which include music by more than one (1) musician, or dancing. [Such facilities can be approved through administrative review, if the entrances and exits to the buildings are located more than three hundred (300) feet from any residential use. The dance floor may not exceed one-eight (1/8) of the total floor area. No adult entertainment uses permitted. The closing time of the dance floor shall be simultaneous with the closing of the bar or cocktail lounge.]

9. Necessary support structures, i.e.
   a. Microwave antennas and satellite earth station
   b. Tele-conferencing equipment
10. Hotel

Associated Campus Offices

Associated Campus Offices is intended to provide office uses, research and development facilities, laboratories, and specialized medical facilities and medical offices that act as an appropriate transition between the University's more intense uses and the adjacent single-family residential neighborhood.

The permitted uses are:

1. Commercial trade or business schools
2. Medical and dental laboratories
3. Offices where administrative, clerical or sales services only are rendered provided that other than regular office books, records and papers used in connection with rendering said office service, no commodity or tangible personal property, either by way of inventory or sample shall be stored, kept or exhibited in any said office or on the premises where in the said office is located.
4. Business support services including:
   a. Photocopying services
   b. Secretarial services
   c. Telephone answering services
   d. Bindery
5. Student services including:
   a. Health and athletic club
   b. Laundry, cleaning and dry cleaning establishments
   c. Medical and dental clinics and/or offices
   d. Child care or elderly dependent care facility
   e. Student cafeteria/student union
   f. Student bookstore
   g. Travel agency
6. Eating and drinking establishments:

   a. Restaurants or cafeterias without live entertainment or patron dancing
   b. Taverns/bars without live entertainment or patron dancing
7. Necessary support structures, i.e.
   a. Microwave antennas and satellite earth station;
   b. Tele-conferencing equipment
8. Churches or other places of worship

D. Development Standards

The Development Standards for Midwestern University – Glendale Campus are designed so the standards allow for more intense development west of 57th Avenue and the less intense uses are east of 57th Avenue. By example, building height will be fifty-six (56) feet on the Campus but only thirty (30) feet on the Student Village – South.

The following standards are applicable for Midwestern University – Glendale Campus:

Building Heights

Campus:
The height of the buildings on Campus shall not exceed fifty-six (56) feet. Phase One, Stage I of the Campus is only approximately forty-two (42) feet in height. The fifty-six (56) foot height limit allows for architectural innovation so the building heights can be staggered and to allow for special architectural features.

Student Villages:
Student Village – North: The height of the student dormitories, if developed, shall not exceed fifty-six (56) feet, and the student units shall not exceed forty-eight (48) feet. The taller buildings will be sited closer to the Campus away from 57th Avenue.

Student Village – South: The height of the buildings shall not exceed two (2) stories, thirty (30) feet.

Associated Campus Services:
The height of the buildings shall not exceed three (3) stories, forty-five (45) feet excluding special architectural features which shall not exceed a height of fifty-six (56) feet.

Associated Campus Offices:
The height of the buildings shall not exceed two (2) stories, thirty (30) feet.

Off-Street Parking:

Campus parking is based on shared use with the Student Villages, and assumes a maximum enrollment of 2,500 students of which 1,250 will be at school at one time. If half of the students drive to the Campus on a daily basis, 625 parking spaces are required. 400 more spaces are added for faculty and staff, and 175 are added for visitors, which include students stopping briefly from remote sites, prospective students, etc. The width of the parking spaces is reduced to nine (9) feet for the Campus and Student Villages because, based on statistical information from Midwestern University – Downers Grove Campus, many students drive compact cars. Parking bays will be twenty (20) feet in length with up to two (2) feet of overhang over the concrete curbing. The parking in the Associated Campus Services and Office comply with the General Requirements of the City of Glendale Zoning Ordinance.

Utilities: All utilities shall be placed underground.

Walls: Walls up to eight (8) feet in height may be constructed in accordance with Exhibit 6: Updated Walls & Setbacks Plan. [Please see Exhibit 6: Updated Walls & Setbacks Plan].

Setbacks: Setbacks shall be in accordance with Exhibit 6: Updated Walls & Setbacks Plan. [Please see Exhibit 6: Updated Walls & Setbacks Plan].

Student Village – South:

The north 100 feet of the area designated as Student Village – South as designated on Exhibit 6: Updated Walls & Setbacks Plan shall be limited to open space and/or recreational facilities.

Chart A

Development Standards Chart – As Approved Through Z-95-16

						Parking				
Land Uses	Acres	Building Area (sf)	Housing Units	Maximum F.A.R.	Height (feet)	Total Spaces	Ratio	Size	Open Space	Minimum Building Setback
Campus	51	400,000	n/a	.2	56'	1,200	1/333 sf	9x20'	50%	See: Exhibit 7
Student Villages										See: Exhibit 7
North	22	n/a	500	n/a	56'/48'	850	1.7/unit	9x20'	25%	See: Exhibit 7
South	14	n/a	268	n/a	30'	500	1.86/unit	9x20'	20%	See: Exhibit 7
Associated Campus Services	24	280,000	n/a	.3	45'	1,150	1/240 sf	10x20'	25%	See: Exhibit 7
Associated Campus Offices	12	110,000	n/a	.25	30'	616	1/214 sf	10x20'	20%	See: Exhibit 7

Chart A.1
Development Standards Chart – Updated

Land Uses	Acres	Building Area (sf)	Housing Units	Maximum F.A.R.	Height (feet)	Parking Total Spaces	Parking Ratio	Parking Size	Open Space	Minimum Building Setback
Campus	64	560,000	n/a	.2	56'	1,670	1/333 sf	9x20'	50%	See: Exhibit 7.1
Student Villages										See: Exhibit 7.1
North	27	n/a	600	n/a	56'/48'	1,020	1.7/unit	9x20'	25%	See: Exhibit 7.1
South	14	n/a	268	n/a	30'	500	1.86/unit	9x20'	20%	See: Exhibit 7
Associated Campus Services	38	420,000	n/a	.3	45'	1,720	1/240 sf	10x20'	25%	See: Exhibit 7.1
Associated Campus Offices	12	110,000	n/a	.25	30'	616	1/214 sf	10x20'	20%	See: Exhibit 7

E. Amendments and Interpretations

1. Amendments

The following procedure shall be followed for any amendment to the Planned Area Development:

a. The PAD applicant or its successors in interest may file a request for an amendment in writing to the Planning Director. Amendments can be determined to be either major or minor.
b. The Amendment will be considered major if:
   i. Any increase exceeding 10% of the approved totals of dwelling units or gross leasable area for each of the Land Use Elements;
   ii. Any change that could have significant impact on adjoining residential areas as determined by the Planning Director;
   iii. Any change that could have significant traffic impact on roadways adjacent or external to the PAD as determined by the City Traffic Engineer.
c. Amendments that do not meet these criteria are considered minor.
d. If the Amendment is considered Major, the procedure for amending an approved Development Plan shall be the same as prescribed for the original approval.
e. If the Amendment is considered Minor, the Planning Director has the authority to approve the Amendment. If a Minor Amendment is not approved by the Planning Director, the decision can be appealed in writing within thirty (30) days to the City Council, who shall determine the matter during a public hearing.

2. Interpretations

   a. The Planning Director shall be responsible for interpreting the PAD. Interpretations may be considered if there is a question of clarity of any development standard or other provision of this PAD.
   b. The procedure for interpretations shall be in compliance with the standards set forth in the City of Glendale zoning Ordinance.
   c. The Planning Director's decision can be appealed in writing within thirty (30) days to the Board if Adjustment, who shall determine the matter during a public hearing.

F. Urban Design Guidelines

Unless otherwise noted, design elements shall conform to the Arrowhead Ranch Specific Plan urban Design Element. Overall design themes in material color, signage and landscaping will be maintained while providing a diversity of uses on each portion of the site. The entire site is planned as a single unit with subunits that will develop at their own pace. All activities are centered on and related to supporting the University, its students and staff. Surrounding uses provide needed services and create a buffer of controlled activities compatible with neighboring uses.

Project Entries

Major Project Entry signage will be located at 59th Avenue northeast and southeast of the intersection with Utopia Road. Midwestern University was undergoing a new graphics program for all of its sites at the time of the original PAD, so final selection of font and use of logos was presented for Planning Department approval at a later date. Secondary signage locations identify the Campus, commercial areas and housing. For additional signage information, see the Section VIII: Signage.

Landscape Architecture

Plant selection will vary from the general Arrowhead Ranch palette to emphasize the lush desert setting common to the Hedgepeth Hills. Native plants will be enhanced with ground covers and will transition into turf and decorative water-consuming plants in the center of Campus. On the west side of 59th Avenue, clusters of Pistache trees and Mondale Pines will be included to relate to other portions of Arrowhead Ranch. Other plantings, including medians and streetscapes, will follow the Arrowhead Ranch use of the Arizona Department of Water Resources plant list for drought-tolerant species.

Plants will be maintained and dead plants removed and replaced. Drip irrigation will be used on trees, bushes and ground cover.

Reclaimed Water Ponds and Retention Areas

Reclaimed Water ponds and Retention Areas will be designed to be an integral part of the landscaping and will be irregular in edge and bottom detailing. Retention will be initially concentrated along 59th Avenue since that is the low end of the site. Ponds will be added on an as needed-basis. Edge areas exposed to frequent changes in water level will primarily be rockscapes rather than turf.

Building Design

Midwestern University – Glendale Campus buildings are and will continue to be constructed with three colors of brick (brown, copper and light tan), platinum-colored metal panels, and aqua colored glass. Other buildings will make use of these and other materials but will remain in the same color range of warm colors for hand-placed items such as brick and silvery tones for "high tech" material contrasts. Variations for construction type could, for example, lead to a stucco-type finish in colors similar to, but lighter than, the brick colors for use on residential buildings. Material continuity may also be maintained by having end walls, entries or other features completed in brick. Commercial areas may show their material relationship through use of metal panels in signage or mechanical screens. "Variations on a Theme" of form, style and color will characterize all buildings in the project.

Due to high visibility, no building will be considered to have a "back" side in terms of detailing or material use. Building design will be energy responsive through integrated use of materials, orientation, configuration and equipment design. Further design refinements will be based on thorough study and application of principle rather than strict adherence to narrowly defined rules.

Lighting and Mechanical Equipment

Lighting design shall meet functional requirements of the project and provide for public safety while conforming to "dark sky" practices. Light will be designed not to "spill" or be distracting offsite. Mechanical equipment will be screened from public view.

Perimeter Walls

Where walls are needed to screen the project from housing or for campus security, the walls will be made of or accented by brick matching campus buildings in color. This will also apply to parking screen walls, if needed. Most parking screening will be provided by landscaping and berms.

Parking

Parking locations and relationships to buildings and walks are depicted graphically on the Master Plan. Paving changes will be used to identify crosswalks. Outdoor dining will be provided, if appropriate. Loading docks will be screened and generally located on the side of buildings away from main streets.

G. Related Land Use Issues

1. Phase I Will Commence Under the Existing Zoning

Business Park District is approved for parcels located west of 57th Avenue. Therefore, the branch campus, Phase I, will be constructed under this zoning district. In fact, for Midwestern University – Glendale Campus to meet its deadline for opening in time for the fall 1996 semester, it commenced construction in December 1995 prior to the approval of the PAD. However, the intent of Midwestern University – Glendale Campus is to develop Phase I to the same standards as proposed in the PAD. Midwestern University – Glendale Campus' goal is to develop an educational facility that is architecturally and educationally superior.

2. Proposed Use is Less Intense Than Development Currently Allowed

Business Park was the existing zoning on the majority of and the General Plan designation for all of Midwestern University – Glendale Campus, which allows Business Park uses including employment uses encompassing administrative and research industries, limited manufacturing and support services, offices, laboratories, manufacturing or assembly of finished products, medical and dental laboratories, radio and television broadcast studios, health club, full service restaurants, etc. The floor area ratio allowed by the zoning ordinance is .3. Even through many of these uses are proposed for Midwestern University – Glendale Campus, it will be less intense. The following chart shows these differences and underscores the fact that Midwestern University – Glendale Campus is a more desirable use because it is less intense in terms of development and traffic.

Chart B
Land Use Comparison Chart – As Approved Through Z-95-16
(Existing/Proposed)

Zoning or General Plan Designation		Acres (Approx)	Maximum Building Area (in square feet)		F.A.R.		Traffic Daily Trips	
Existing	Proposed		Existing	Proposed	Existing	Proposed	Existing[1]	Proposed[2]
Business Park	Campus	51	941,000	400,000	.3	.18	8,469	2,976
Business Park	Student Village North	22	287,500	500 units	.3	n/a	2,588	1,328
Business Park	Student Village South	14	176,500	268 units	.3	n/a	1,589	715
Business Park	Associated Campus Services	24	261,400	280,000	.3	.25	2,352	13,755
Business Park	Associated Campus Offices	12	160,000	110,000	.3	.21	1,440	1,496
Totals		123	1,826,400	790,000 + 768 units			16,438	19,002

[1] Daily Traffic Counts based on Institute of Transportation Engineers, A007
[2] Daily Traffic Counts from traffic study prepared for Midwestern University – Glendale Campus by Parsons Brinckerhoff

Chart B.1 – Updated
Land Use Comparison Chart
(Existing/Proposed)

Zoning or General Plan Designation		Acres (Approx)	Maximum Building Area (in square feet)		F.A.R.		Traffic Daily Trips[1]	
Existing	Proposed		Existing	Proposed	Existing	Proposed	Existing[2]	Proposed[3]
Business Park	Campus	64	941,000	560,000	.3	.2	8,469	2,976
Business Park	Student Village North	27	287,500	600 units	.3	n/a	2,588	1,328
Business Park	Student Village South	14	176,500	268 units	.3	n/a	1,589	715
Business Park	Associated Campus Services	38	261,400	420,000	.3	.25	2,352	13,755
Business Park	Associated Campus Offices	12	160,000	110,000	.3	.3	1,440	1,496
Totals		123	1,826,400	1,090,000 + 868 units			16,438	19,002

3. <u>Impacts on Adjacent Land Uses</u>

Midwestern University – Glendale Campus is ideally located in terms of minimizing developments impacts on adjacent properties. The Agua Fria Freeway to the north provides a transportation link with the rest of Metropolitan Phoenix that will help minimize traffic trips on major arterials and collector streets. It also provides a natural demarcation in this area between the residential uses to the north of it, and the commercial and business park designations to the south. [Please see Exhibit 2: Surrounding Land Uses and Exhibit 2.1: Properties to be Added to the Midwestern University PAD].

On the eastern boundary, is the 55th Avenue Drainage Channel that is one hundred eighty feet (180') in width. This distance creates a natural buffer. However, the buildings located on the parcels that abut the drainage channel will not exceed two

[1] A traffic study analyzing daily trips may be required with future development
[2] Daily Traffic Counts based on Institute of Transportation Engineers, A007
[3] Daily Traffic Counts from traffic study prepared for Midwestern University – Glendale Campus by Parsons Brinckerhoff

stories, thirty feet (30') in height with a minimum twenty foot (20') building setbacks and landscaping on the eastern boundary. Walls are not proposed for the eastern boundary because it is anticipated that eventually the 55th Avenue Drainage Channel will be improved for a recreational amenity, so the building design for the Student Village – South and the Associated Campus Office design can take advantage of the open space amenity.

To the south is Foothills Park, a developed municipal park, and Honeywell that has an existing forty-two (42') foot building. The land to the west is zoned C-2 and is planned for retail development. Midwestern University – Glendale Campus will have little to no impact on these uses. In fact, it may help buffer the existing residential uses to the east from the higher intensity C-2 when it is developed.

Midwestern University – Glendale Campus' higher intensity uses are located to the center of the site away from established developments and will become less intense as it approaches the single-family residential developments to the east. Access to the site is from 59th Avenue, a major arterial, which will allow traffic to access the Agua Fria Freeway. This reduces traffic trips on the roadways adjacent to Midwestern University – Glendale Campus. The Associated Student Services is designed to serve the student population for their retail needs and will include establishments that cater to student's entertainment needs to encourage them to remain on campus after school. Midwestern University – Glendale Campus is situated and designed to have minimal impact on adjacent land uses. In fact, it will have less of an impact on adjacent land uses that the existing General Plan designation of Business Park.

4. <u>Phasing of Student Housing</u>

All housing constructed in the Student Villages is intended to serve the needs of Midwestern University – Glendale Campus students and their families, and to a lesser degree, its faculty and staff. Since Midwestern University is a private school and it cannot rely on the funding and financing sources available to public universities, it must finance all costs largely from tuition. It will collaborate with one or more local apartment builders to design, build, and manage the Student Villages. At all times, Midwestern University will maintain ownership interest in and architectural control of the Student Villages.

As stated, the Student Villages are intended to be fully utilized by Midwestern University – Glendale Campus students and related personnel. However, economies of scale, balanced with the need to minimize disruptions caused by construction, dictate that completion of housing units will not always coincide with full occupancy by students and Midwestern University – Glendale Campus related tenants. In order for the housing units to be financially viable, Midwestern University may lease housing

units to people not associated with Midwestern University – Glendale Campus during interim periods.

Two possible projections regarding the percentage of housing units occupied by students are found in the following chart. It is important to remember that these are only two of the many possible scenarios, and the numbers are sensitive to the actual numbers of university students residing on campus.

Chart C
Student Residential Leasing Projections Chart

	Years of University Operation								
	1	2	3	4	5	6	7	8	9
Projected Student Enrollment	125	250	450	550	700	800	900	1000	1100
Projected Faculty & Staff	45	55	65	70	75	80	85	90	95
Housing Units Needed	63	153	273	334	424	484	544	650	665
Scenario #1									
Housing Units Built	80	160	240	320	440	520	520	600	600
Housing Units available to Non-students	18	7	(33)	(14)	16	36	(24)	(5)	(65)
Percentage of Units Available to Others	22%	5%	0%	0%	4%	7%	0%	0%	0%
Scenario #2									
Housing Units Built	0	200	200	400	400	600	600	600	700
Housing Units Available to Non-students	(63)	47	(73)	67	(24)	(5)	35	50	0
Percentage of Units Available to Non-students	0%	24%	0%	17%	0%	19%	9%	0%	0%

Note: Calculations are based on one student per housing unit using a ratio of 50% of the students requiring on-campus housing. No faculty or staff are calculated into the percentages.

5. <u>Design Review of Student Housing</u>

Prior to design review approval of any portion of Student Village – South, Midwestern University will notify residents of Carmel Park and Carmel Cove of their design review application and give them the opportunity to review and comment on the proposed design plan.

VI: *Circulation*

Midwestern University – Glendale Campus site has excellent external and internal circulation. External circulation is provided by the Agua Fria Freeway, located to the north of the site that provides access to the University via a full diamond interchange at 59th Avenue, a major arterial. The main university entrance is from 59th Avenue and Utopia Road, a collector street. [Please see Exhibit 7: Original Master Plan Circulation]. A secondary access to the Campus is provided from Behrend Drive. This roadway configuration played an important role in Midwestern University's decision to locate its branch campus at this location because an important goal for Midwestern University was to establish its branch campus with convenient access to freeways. Students need easy access to affiliated clinical training sites, and the faculty's offices need to be located within 30 to 45 minutes of the Campus.

Midwestern University – Glendale Campus' internal circulation is efficient and effective with access to the individual land use elements only from 57th Avenue or Utopia Road. A ring road that will be accessed from Utopia Road, Behrend Drive or 57th Avenue, encircles the Campus providing internal Campus access. There is not access to the Campus from 59th Avenue because it slows thru-traffic. Site access is encouraged form collector streets such as Utopia Road.

Internal circulation is directed away from adjacent land uses. Only one street, Utopia road, connects the single-family residential developed to the east. The traffic report analyzed the potential traffic coming from the University through the neighborhood. Because Utopia Road meanders through the neighborhood and is not a standard collector street, the increase in number of cars through the neighborhood is negligible. Therefore, no percentage of trips was assigned on Utopia Road east of 57th Avenue.

<u>Street Classifications</u>

The roadway system surrounding the site includes:

- The Agua Fria Freeway
- Eastbound Frontage Road
- 59th Avenue: Major Arterial
- Utopia Road: Collector Street
- 57th Avenue: Collector Street
- Behrend Drive: Local Street

Site Access

Primary site access is from 59th Avenue and Utopia Road. A full diamond interchange is planned for 59th Avenue and the Agua Fria Freeway. Secondary access is provided from:

- The Eastbound Frontage Road at 57th Avenue
- Union Hills Road and 57th Avenue
- Behrend Drive

Medians are located in 59th Avenue, Utopia Road and 57th Avenue. As required in the Arrowhead Ranch Specific Plan, they will be landscaped in subsequent development phases.

Traffic for Midwestern University – Glendale Campus will differ in both volume and timing from other colleges and University sites because a large portion of the campus population is made up of graduate students who spend eight (8) hours a day in class together as a group. Therefore, the Campus does not have students arriving and departing at hourly intervals.

When the campus is fully developed, 3,200 students will be enrolled in the various colleges. Because of the rotation of the students through the off-campus clinical training sites, approximately 1,600 students may be off-site at any given time.

When full enrollment of 3,200 students is achieved, up to half of the students are expected to live on campus and may not drive at all most days. For these students, it is not necessary to provide parking on campus in addition to Student Village parking. At any given time, about ½ of the students living on campus will be attending class and ½ of the students will be attending clinical training off-site. In addition, approximately ½ of the students living off campus will attend classes on campus, and the remaining ½ will be off-site at the training clinics. This approximation may vary from year to year depending on the needs of the students.

Pedestrian Circulation

Landscaped pedestrian walkways will connect the Campus, Student Villages and Association Campus Services and Office. Bike and exercise trails are planned for the perimeter for the students and the adjacent neighborhoods to enjoy.

In 2012, the City of Glendale agreed to paint a new crosswalk to accommodate an increased volume of pedestrian traffic between the Campus and Associated Campus Services area south of Utopia Road. At the City's request, Midwestern University will relocate two of the current sidewalk ramps near the Campus entrance on Utopia, and repair the pavement in that area. [Please see: Chart D – Improvement Requirements and Responsibilities].

VII: *Landscaping*

Midwestern University – Glendale Campus will landscape the site with native Sonoran Desert landscaping emphasizing the lush greenness native to the desert. An "oasis" will create a special focus around the center of the Campus and will include two acres of ponds and four acres of grass. A .68 acre reflecting pond was built with Stage One development. Pedestrian walkways emanating from the Campus will connect the Student Villages and the Associated Campus Services and Office. [Please see Exhibit 8: Updated Landscape Plan].

Campus landscaping is divided into three distinct zones as follows:

Oasis Landscape Zone

Trees:

Chinese Pistache	Pistacia chinensis 'James Davies'	36" Box
Ornamental Pear	Pyrus calleryana	30" Box
Claret Ash	Fraxinus oxycarpa 'Raywood'	15 gallon
Modesto Ash	Franxinus velutina 'Modesto'	15 gallon

Shrubs:

Trailing Rosemary	Rosamarinus officiannalis	1 gallon
Rosette Natal Plum	Carissa grandiflora 'tomlinson'	1 gallon
Heavenly Bamboo	Nandina domestica	1 gallon

Ground Cover:

Hybrid Bermuda Turf, areas of seasonal color

Transition Landscape Zone

Trees:

Brazillian Jacaranda	Acutifolia	15 gallon
Chinese Tallow	Sapium sebiferum	15 gallon
Arizona Cypress	Cupresses glabra	15 gallon

Shrubs:

Salmon Dwarf Oleander	Nerium oleander 'petite'	1 gallon
Prostrate Ongerup	Acacia redolens Desert Carpet	1 gallon
Purple Hopseed	Dodnea viscose 'purpurea'	1 gallon

Accents:

Blue Date Palm	Phoenix dacylefera	12 ft. brown trunk

Border Landscape Zone

Trees:

Blue Palo Verde	Cercidium floridum	24" box
Mexican Ebony	Pithecellobium flexicaule	24" box
Desert Ironwood	Olneya tesotsa	24" box
Foothills Palo Verde	Cercidium microphyllum	15 gallon
Screwbean Mesquite	Prosopis glandulosa 'pubescens'	15 gallon
Mondell Pine	Pinus Brutia eldarica	
Chinese Pistache	Pistacia chinensis – 'James Davies'	

Shrubs:

Sturt's Senna	Cassia Sturtii	5 gallon
Cimarron purple Safe	Leucophyllum zygophyllum	5 gallon
Green Desert Spoon	Dasylirion acrotriche	5 gallon
Sierra Linda Salvia	Salvia greggii 'Sierra Linda'	1 gallon
Desert Deer Grass	Muhlenbergia rigens	1 gallon

Accents:

Sonoran Coachwhip	Fouquireia splendens	7' tall (bare root)
Octopus Agave	Agave villimoriana	5 gallon
Pink Hesperaloe	Hesperaloe parvifolia	5 gallon

Ground Cover:

Purple Trailing Lantana	Lantana Montevidensis
Bush Morning Glory	Convolvulus Crnorum

Neighborhood Landscape Buffers

In an effort to provide a visual screen between the Student Village – South and the Carmel park/Carmel Cove neighborhood east of Midwestern University, two landscape buffers will be installed:

1. 15-Gallon Jacaranda, Chinese Tallow and Arizona Cypress shall be planted twenty-five (25) feet on center on the eastern property line of Student Village – South when Student Village – North commences construction. The trees shall be watered and maintained by the property owner.

2. Midwestern University will landscape the City right-of-way immediately adjacent to the west side of 55th Avenue, south from the Behrend Road alignment to the north end of the Carmel Cove subdivision. The landscaping will consist of trees a minimum of 24" box size, spaced to

create a solid canopy screen at maturity, and an irrigation system to water the trees. The landscaping will be planted when Student Village – North commences construction.

VIII: *Signage*

Midwestern University – Glendale Campus will be a signature project for the City of Glendale and Arrowhead Ranch comprising four distinct land use elements. The signage for Midwestern University – Glendale Campus is intended to reflect existing community signage standards, with variation where appropriate, to acknowledge the prominent identity and special way finding considerations of this Planned Area Development.

Master Sign Plan Approval Procedure

A Master Sign Plan was prepared for review and approval prior to issuance of sign permits for permanent signage at Midwestern University – Glendale Campus. The Master Sign Plan identified all locations, standards and design criteria for all signage related to Midwestern University – Glendale Campus, in accordance with the applicable sign standards set forth in Section VIII.

Reviews of the Master Sign Plans for Midwestern University – Glendale Campus shall be by the Planning Director or his designated representative. The applicant may appeal any decision of the Planning Director to the City Council by filing a written notice of such appeal with the City Clerk within thirty (30) days following the Planning Director's decision.

Master Sign Plan Purpose

This provision is intended to set forth principles for review of the Master Sign Plan. The Master Sign Plan is intended to encourage a flexible procedure to allow signage, which is appropriate to the character of the development, provides adequate identification and information, provides a good visual environment, promotes traffic safety and is regulated to the extent necessary to be consistent with the purpose and intent of the City of Glendale Sign Ordinance as specified in Section 7.100.

The Master sign Plan shall be submitted for approval prior to the issuance of any permits for signs.

Master Sign Plan Design Principles

a. Signs should be designed to be consistent with the architectural treatment and overall character of the site.

b. Signs should conform to the character of the context area as it is more specifically defined in any adopted plan for the area.

c. Signs should use materials or textures, which are complementary to those used in the building or project being signed.

d. Signs should use colors, which match or complement the colors used on the building or in the project being signed.

e. Sign locations should be integrated within the design of the site and the adjacent streetscape.

f. Signs should be placed so they are not obscured by landscaping when it has reached full maturity.

g. Traffic directional signs should be placed to promote safe and efficient traffic flow.

h. Signs should be oriented to promote readability and serve their intended function.

Master Sign Plan Evaluating Criteria

This section sets forth the standards for the number, size, placement and physical characteristics of on-premise signs. The regulations set forth herein do not restrict the content of on-premise signs.

The Master Sign Plan shall be evaluated based upon the following criteria:

a. Placement
All signs shall be placed where they are sufficiently visible and readable for their function. Factors to be considered shall include the purpose of the sign, its location relative to traffic movement and access points, site features, structures, and sign orientation relative to viewing distances and view angles.

b. Quantity
The number of signs that may be approved within Midwestern University – Glendale Campus shall be sufficient to provide Campus, use identification, entry information, internal circulation and directional information to destinations, development sub-areas and business identification. Factors to be considered shall include the size of the development, the number of development sub-areas, and the division or integration of sign functions.

c. Size
All signs shall be in accordance with Section VIII. All signs shall be of a sufficient size to be visible and legible for their function. Factors to be considered in determining appropriateness shall include topography, volume of traffic, speed of traffic, visibility range,

proximity to adjacent uses, amount of sign copy, placement of display (location and height), lettering style and the presence of distractive influences.

d. Materials
Sign materials shall be compatible with architectural and/or natural features on the project. This may be accomplished through similarity of materials for sign structures and faces, the use of complementary colors, similarity of architectural style, or the use of a consistent lettering style or copy.

e. Illumination
(i) The source of indirect illumination for signs shall be so oriented or shielded that it is not visible from any residential use or public thoroughfare.

(ii) Direct illumination by incandescent sources shall not exceed eleven (11) watts per bulb without a dimming device or sunscreen provided that no single bulb shall exceed forty (40) watts.

(iii) Illumination shall not be used from eleven (11) p.m. until sunrise on directly illuminated signs where the total light source on any face exceeds 150 watts.

(iv) No flashing, blinking, or rotating lights, metal halide lights exceeding seventy-five (75) watts, or high or low pressure sodium light bulbs shall be permitted for either permanent or temporary signs. In no case shall mercury vapor light sources be used for direct or internal illumination.

(v) Exposed neon and other similar tube type illumination, bare incandescent or fluorescent lights shall be permitted as an integral part of a sign.

<u>Master Sign Plan Amendments</u>

Master Sign Plan amendments shall be reviewed by the Planning Director, who may approve the changes administratively so long as the changes will meet each of the following:

a. The signs meet all other standards or requirements set forth in this Section VIII;

b. The signs conform to the standards included with the original Master Sign Plan;

c. The changes will not increase the number of signs, except directional signs, in the Master Sign Plan.

In the event an amendment is proposed, which does not meet the foregoing criteria, the amendment shall be processed in the same manner as the original Master Sign Plan.

Appeal Process

If the Master Sign Plan is not approved by the Planning Director or if an amendment is not approved by the Planning Director, the decision can be appealed in writing within thirty (30) days to the City Council, who shall determine the matter during a public hearing.

IX: *Phasing*

The original Phasing verbiage from the Planned Area Development approved by the City Council, City of Glendale, Arizona on January 23, 1996 follows.

Midwestern University – Glendale Campus will ultimately consist of more than the two colleges initially opened. However, it is not expected to be fully developed until the year 2021.

A. Phasing for University Construction

The initial construction of the campus consists of two primary Development Phases. [Please see Exhibit 9: Updated Phasing Plan]. Phase I consists of the Campus, Student Village – North and Associated Campus Services. Phase II consists of Student Village – South and Associated Campus Office. A possible Phasing Plan is:

Phase I

Campus –
Stage One:
50,000 – 64,000 s.f. of classrooms/administration/labs
Approximately two hundred (200) people will be on campus

1. 100 Medical Students
2. 60 Physician's Assistants
3. 40 Professors, Administration and Staff

Construction will commence in September 1995, and occupancy in September 1996
Stage Two:
Total 130,000 square feet of school/ 520 people
Stage Three:
Total 250,000 square feet of school/ 1,200 people
Stage Four:
Total 350,000 square feet of school/ 2500 people

Student Village North
Stage One:
200 units (approximately) will be developed in Stage One
Landscaping border shall be planted on eastern property line of Student Village South as specified in Section VII – Landscaping
Stage Two:
150 additional units (approximately) 1.5 students per unit
Developed adjacent to existing units

Promotes pedestrian and bicycle interconnections
Stage Three:
Build-out for Student Village – North
Total of 500 units

Associated Campus Services
Stage One:
70,000 square feet would be a typical first phase
Stages Two through Four:
Increments of 70,000 square feet may be built to a total of 280,000 square feet.

B. Updated Phasing for University Construction

Initial phasing has been completed at the time of this rezoning application, and Phase II has been expanded upon to describe future goals for the development of the Glendale Campus.

Phase II could consist of the development of a small inn for visitors and guests to the campus and the community, as well as construction of the new veterinary medicine clinic to support the new College of Veterinary Medicine program, scheduled to begin classes in Fall 2014. Phase III will involve the future development of the parcels at 53rd Avenue and West Escuda Road, which are not contiguous to the original campus. These 2.5 acres were acquired from the City of Glendale as an accommodation to providing the Glendale Fire Department, at no cost, permanent housing on campus for the Medic #155 firefighters and their vehicles. [Please see Exhibit 9: Updated Phasing Plan]

Phase II

Associated Campus Services
Stage One:
The development planned the two parcels (6.86 acres) adjacent to Campus on 57th Avenue, may include the expansion of existing clinic buildings, and the new construction of a veterinary clinic and its laboratories, all of which will provide a variety of services to the greater neighborhood and community. Additional offices, research facilities, and parking areas and structures will be built to support this new clinic and the clinic expansions.

Stage Two:

The parcels located at the SE corner of 59th Avenue and Agua Fria Freeway may be developed for a small inn, to house visitors and guests of the campus and the community.

Student Village South

The total development in this Village will not exceed 268 student units. Because the total number of units in this Student Village is smaller, build out could occur in one Phase; however, for purposed of the PAD, two phases are suggested.

Stage One:

100 units (approximately) 1.5 students per unit

Stage Two:

Build-out of the remaining 168 units

Associated Campus Offices

The Associated Campus Offices are envisioned as being the last land use element developed, and most likely it will be developed in one Stage. However, for purposes of the PAD, three phases are suggested.

Stage One:

35,000 square feet

Stage Two:

35,000 square feet

Stage Three:

40,000 square feet

Phase III

Campus –

Future development plans will comply with the land use designation, and typical educational uses may include classrooms, offices, lecture halls, auditoriums, facilities plants, student unions, cafeterias, laboratories, school-related research, parking areas and structures, athletic and recreational areas including sports courts, student health services i.e., infirmary, student movie theatres or broadcast studios.

C. Street Improvement Phasing Schedule

I. Campus

A. Stage One

1. Dedicate rights-of-way listed in Chart D
   [Please see: Chart D – Improvement Requirements and Responsibilities]
2. Restripe Utopia Road at 59th Avenue Intersection

a. Westbound lanes
1) 1-right turn/thru lane
2) 1-left turn lane

3. Behrend Drive
a. No improvements with Stage One
b. From Behrend Drive to Stage One Buildings – one asphalt lane for fire and emergency access only

4. Sidewalk
a. Install from Phase I Campus building south to Utopia Road, and west to 59th Avenue on the north side of Utopia Road

B. Stages between 60,000 and 150,000 square feet
1. Utopia road – 59th Avenue to Main Entrance on north side
a. Install landscaping and irrigation, streetlights, and sidewalks
b. Improve intersection

C. Stages greater than 150,000 square feet
[Note: Associated Campus Services could also trigger the following improvements]
1. Utopia Road – Main Entrance to 57th Avenue
Complete all roadway improvements specified in Chart D, Item 7 except improvements required for Associated Campus Services [Please see: Chart D - Improvement Requirements and Responsibilities]
2. Behrend Drive
a. Improve intersection and southside with curb, gutter, sidewalk parkway landscaping with irrigation and streetlights
b. Connect with Campus ring road for additional access for Student village – North and Campus
3. 59th Avenue – East side between Utopia road and Behrend Drive
All improvement specified in Chart D, Item 3
[Please see: Chart D – Improvement Requirements and Responsibilities]

II. Student Villages
A. Student Village – North
1. Initial Stage
a. 57th Avenue North of Utopia Road
Install sidewalk on west side of 57th Avenue
b. Utopia Road
Install sidewalk on north side between Campus main entrance and 57th Avenue
2. Stage Two – 250 units or more are constructed
57th Avenue (Utopia Road to Agua Fria Frontage Road)

a. Restripe for two lanes – northbound and southbound
b. Install median, landscaping with irrigation
c. Install landscaping with irrigation and streetlights on west side o 57th Avenue as specified in Chart D, Item 10
[Please see: Chart D – Improvement Requirements and Responsibilities]
d. Install landscaping with irrigation and streetlights on the east side of 57th Avenue south for approximately 300 feet between the north property line of Student Village – South to a point even with the Student Village – North's south property line extended to the east

B. Student Village – South
1. Initial Stage
a. 57th Avenue North of Utopia Road
Install improvements on 57th Avenue as specified in Chart D: Item 9
[Please see: Chart D – Improvement Requirements and Responsibilities]
b. Utopia Road between 57th Avenue and 55th Avenue Drainage Channel on north side only
1) Install sidewalk
2) Complete roadway improvements as specified in Chart D: Item 1
[Please see: Chart D – Improvement Requirements and Responsibilities]
[These improvements could be triggered by Associated Campus-Office]

III. Associated Campus Services
Initial Stage
1. 59th Avenue – Utopia Road to Southern property Line
Improvements for 59th Avenue as specified in Chart D: Item 1
2. Utopia Road – 59th to 57th Avenue
Improvements as specified in Chart D: Items 6 & 7
[Please see: Chart D – Improvement Requirements and Responsibilities]
3. 57th Avenue south of Utopia Road
a. Install sidewalk, landscaping and irrigation, and streetlights on west half
b. Install median, landscaping and irrigation
4. Intersection of 59th Avenue and Utopia Road
Install improvements as specified in Chart D

[Please see: Chart D – Improvement Requirements and Responsibilities]

IV. Associated Campus Offices
Initial Stage
1. 57th Avenue south of Utopia Road
Install sidewalk, landscaping and irrigation, and streetlights on east
2. Utopia Road between 57th Avenue and 55th Avenue Drainage Channel
a. Install sidewalk, landscaping and irrigation on south
b. Complete roadway improvements as specified in Chart D: Item 8
[Please see: Chart D – Improvement Requirements and Responsibilities]

V. Traffic Signal
[Intersection of 59th Avenue and Utopia Road]
Any additional construction beyond Phase I, Stage one may warrant the installation of the traffic signal

D. <u>Improvement Requirements and Responsibilities</u>

The City of Glendale and Midwestern University – Glendale Campus identified the necessary off-site improvements based on City of Glendale requirements and the Traffic Study completed by Parsons Brinkerhoff on November 17, 1995, and agreed to the assignment of the responsibility for the improvements indicates the last phase that the improvements would be completed. Nothing in the Phasing Schedule precludes the City of Glendale or Midwestern University – Glendale Campus from installing the improvements at an earlier date.

Midwestern University – Glendale Campus intends to fully improve the site as development occurs. However, it wishes to minimize improvements during the first phases of Campus development. Therefore, improvements adjacent to the Campus will be improved as the Campus develops, but improvements not adjacent, e.g. the south half of Utopia Road or the east half of 57th Avenue, are scheduled to be improved when the land use adjacent it develops, e.g. the Associated Campus Services or the Student Village – South. Chart D does not address phasing of off-site improvements. It only lists the location of the improvement, the improvements required and Midwestern University – Glendale Campus' responsibility for the improvements. The developer shall be responsible for right-of-way dedication and street improvements as shown in the following chart.

Chart D – Updated
Improvement Requirements and Responsibilities

Location of Improvement	Total Improvement Required	Right-of-way Requirements	Midwestern University Responsibility
1. 59th Avenue East Side form South Property Line to Utopia Road	Paving for 3-lanes of traffic per standard major arterial street section; Curb, gutter & sidewalk; Parkway landscaping & irrigation; Streetlights	65 feet east from monument line	Dedication of required right-of-way; Required improvements currently not existing
2. Intersection 59th Avenue & Utopia Road	Northbound right turn lane; Traffic signal; Dual left turns southbound on 59th Avenue, including widened medians north and south of Utopia and appropriate pavement tapers	65 feet east from monument line	Dedication of required right-of-way; Bases and wire for traffic signal; Payment of 1/3 cost of traffic signal ($26,667)
3. 59th Avenue East side from Utopia Road to Behrend Drive	Paving for 3 lanes of traffic per standard major arterial street section; Curb, gutter and sidewalk; ½ of landscaping and irrigation of existing median; Parkway landscaping & irrigation; Streetlights	65 feet east from monument line	Dedication of required right-of-way; Required improvements currently not existing
4. Intersection 59th Avenue & Behrend Drive	50 feet street section, tapering to 44 feet on Behrend Drive	65 feet	Dedication of required right-of-way; Required improvements currently not existing
5. Behrend Drive, Southside 59th Avenue to Midwestern entrance	44 feet street section; Curb, gutter & sidewalk; Parkway landscaping and irrigation; Streetlights	65 feet	Dedication of required right-of-way; Required improvements currently not existing on south side
6. Utopia Road 59th Avenue to Main Entrance	29 foot street section side of median; 10 foot median including landscaping and irrigation; Eastbound right turn lane into Associated Campus Services main driveway; Curb, gutter & sidewalk; Parkway landscaping & irrigation; Streetlights	80 feet Plus right-of-way needed for right turn lane into Associated Campus Services	Dedication of required right-of-way; Required improvements currently not existing
7. Utopia Road Main Entrance to 57th Avenue	29 feet street section each side of median (two lanes and one bike lane) tapering to a 24 feet street section each side of median (one lane and one bike lane); 16 feet median including landscaping and irrigation; Curb, gutter & sidewalk; Parkway landscaping & irrigation; Streetlights	80 feet	Dedication of required right-of-way; Required improvements currently not existing

8. Utopia Road 57th Avenue to 55th Avenue Drainage Channel	44 feet street section; Curb, gutter & sidewalk; Parkway landscaping and irrigation; Streetlights	60 feet Plus 55 foot radius at east property line for future cul-de-sac	Dedication of required right-of-way; Required improvements currently not existing
9. 57th Avenue From South property line to Student Village – South's north property line	29 feet street section each side of median; 16 feet median including landscaping and irrigation; Curb, gutter & sidewalk; Parkway landscaping & irrigation; Streetlights	80 feet	Dedication of required right-of-way; Required improvements currently not existing
10. 57th Avenue – West Side West side of Student Village – North to Agua Fria Freeway Frontage Road	29 feet street section; ½ of 16 foot median including landscaping and irrigation; Curb, gutter & sidewalk; Parkway landscaping & irrigation; Streetlights	80 feet	Dedication of required right-of-way; Required improvements currently not existing on west side
11. Utopia Road Main Entrance to 57th Avenue	Crosswalk on Utopia Road, to the west of the main entrance	9 feet	Relocate two sidewalk ramps near entrance; Repair pavement for striping crosswalk

MASTER DEVELOPMENT PLAN

EXHIBITS

ITEM	ID	PAGE
APS Letter to City of Glendale & Legal Description	0.1	53-54
Original Master Plan	1	55
Updated Master Plan & Land Use Map	1.1	56
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Properties to be Added to the Midwestern University PAD, Aerial Photograph	2.1	58
Original Master Plan Drainage	3	59
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Original Zoning Plan	5	63
Updated Existing Zoning Plan	5.1	64
Updated Walls & Setbacks Plan	6	65
Original Master Plan Circulation	7	66
Updated Circulation Plan	7.1	67
Updated Landscape Plan	8	68
Updated Phasing Plan	9	69

aps

RECEIVED
MAR 08 2011
Glendale Planning Dept.

ARIZONA PUBLIC SERVICE

Michael J. Bouche, R.L.S.
Senior Land Agent
Land Services Department

Mail Station 3286
P.O. Box 53933
Phoenix, AZ 85072-3933
T: 602-371-7033
C: 602-809-3544
F: 602-371-6586
michael.bouche@aps.com

March 7th, 2011

City of Glendale Planning Department
Attn. Jon M. Froke, AICP, Planning Director
5850 West Glendale Avenue, Ste. 212
Glendale, AZ 85301-2599

Re: Rezoning of APS Substation Parcel 200-27-007A.

Dear Mr. Froke,

Regarding the Rezoning Application of the APS Substation Property, APN 200-27-007A, located South of the 101 Freeway on the East side of 57th Drive in Glendale, APS consents to the rezoning as proposed to change this property from A-1 to PAD with the following conditions:

It is understood that this will not change our access to, operation of or use of this property as an electrical substation for this area, nor will it change any existing permits or easement rights that we have to construct and maintain our electrical lines in and out of our substation.

Should you have further questions concerning this matter, please contact me at (602) 371-7033 or michael.bouche@aps.com.

Sincerely,

Michael J. Bouche
Senior Land Agent
Land Services Department
Arizona Public Service Company

Acknowledged and accepted by City of Glendale

By: JON M. FROKE, AICP

Its: PLANNING DIRECTOR

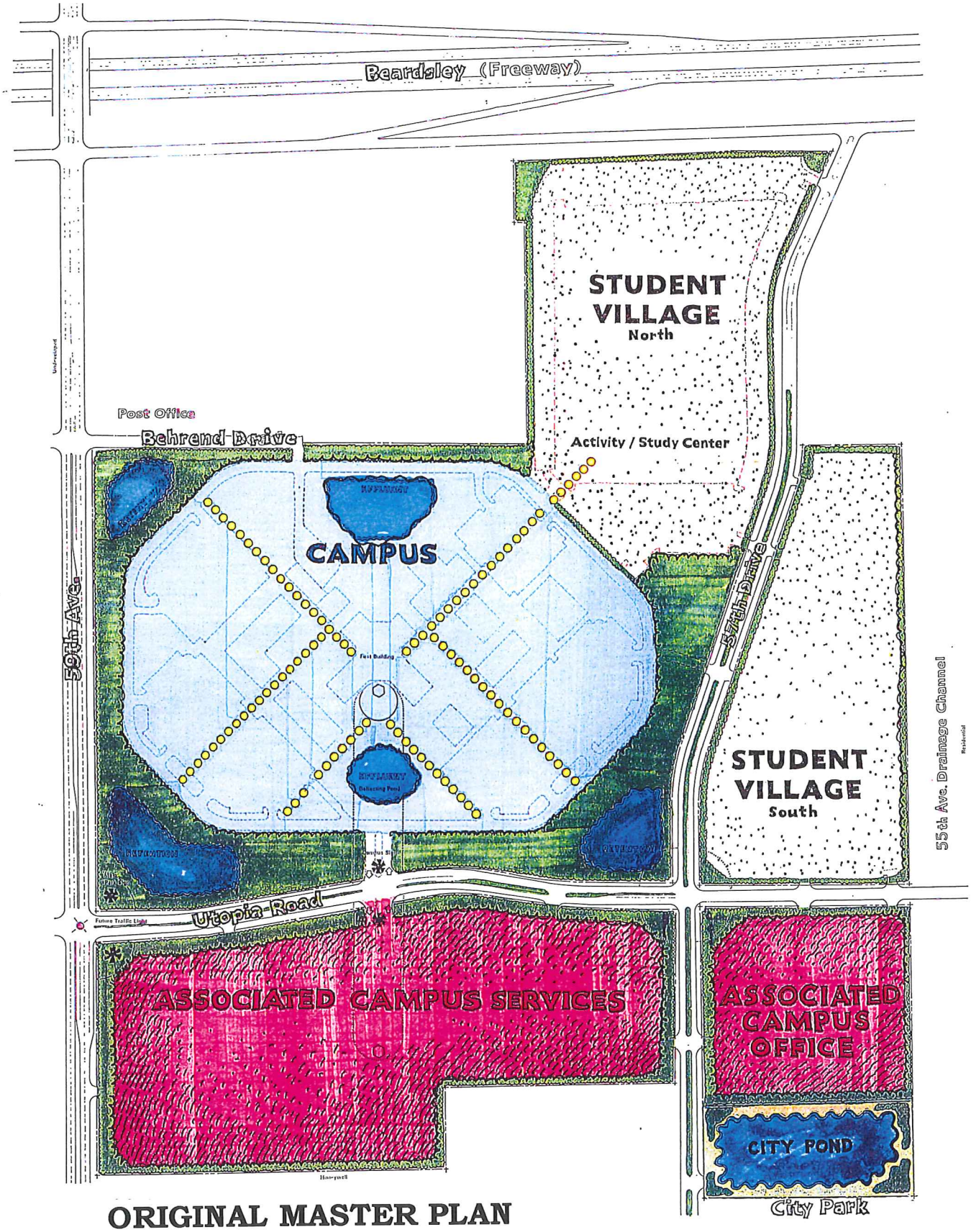
Jon M. Froke
Signature

87 315714

EXHIBIT A

That part of the Northeast quarter of the Northwest quarter of Section 29, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian described as follows:

COMMENCING at the North quarter corner of said Section 29; thence South 89°26'37" West along the North line of said Section 29, for a distance of 175 feet to a point of intersection with the centerlines of Beardsley Road and 57th Drive; thence South 00°33'23" East, 50 feet along the centerline of 57th Drive to the beginning of a curve concave to the West having a radius of 294.45 feet; thence Southerly 123.81 feet along said curve (along the centerline of 57th Drive) through an angle of 24°05'30" to a point of tangency; thence South 23°32'07" West, 450.69 feet along the centerline of 57th Drive to a point; thence North 89°26'37" East, 43.82 feet to a point on the Easterly right-of-way line of said 57th Drive and the True Point of Beginning of the property herein described; thence continuing North 89°26'37" East, 170.02 feet to a point on the West right-of-way line of the 55th Avenue drainage channel; thence South 01°28'00" East, 305.00 feet along the West line of said drainage channel to a point; thence South 89°26'37" West, 295.31 feet to a point on the Easterly right-of-way line of said 57th Drive and the beginning of a non-tangent curve concave to the East having a radius of 379.25 feet; thence Northerly 105.34 feet along said curve (along the Easterly right-of-way line of said 57th Drive) through an angle of 15°54'54" to a point of tangency; thence North 23°32'07" East, 223.57 feet along the Easterly right-of-way line of said 57th Drive to the Point of Beginning.



ORIGINAL MASTER PLAN

GLENDALE CAMPUS
MIDWESTERN UNIVERSITY

Z-95-16

WALKWAY
SIGN
CAMPUS
RESIDENTIAL
COMMERCIAL
BORDER
PONDS

0 100' 200'

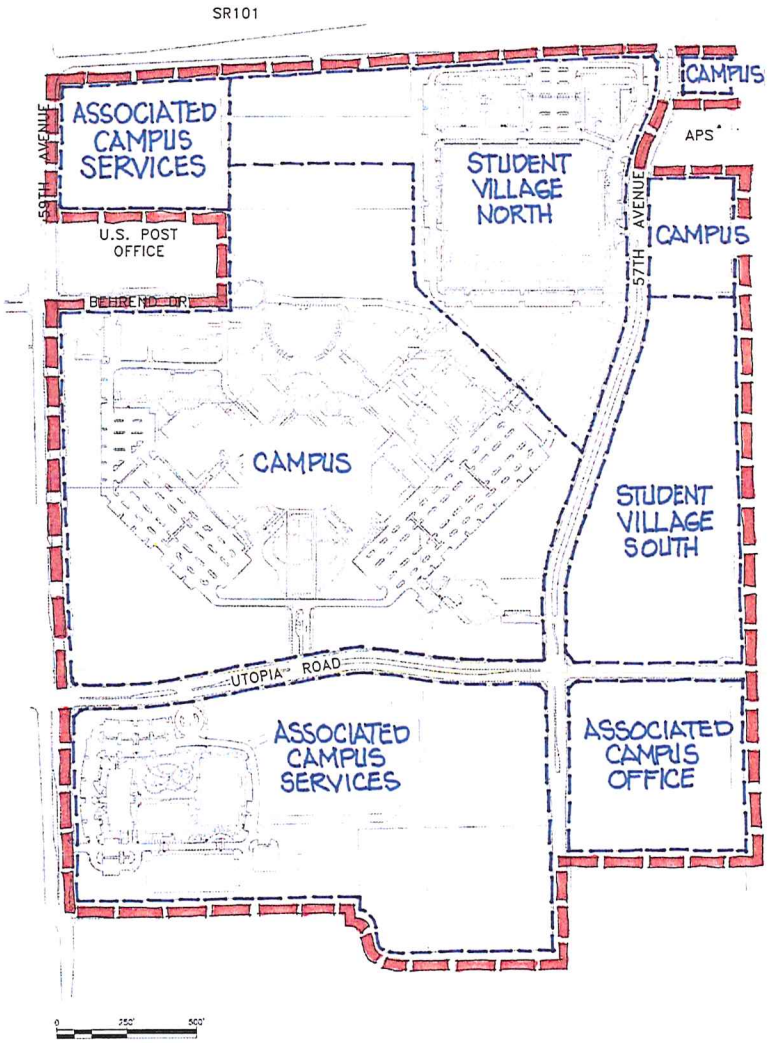
9-15-95
12-13-95

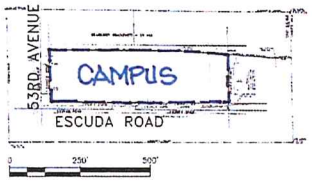
DWL ARCHITECTS
602-264 5731

Jeremy A. Jones, AIA: Design Consultant

Revised: October 30, 2012
ZON12-04

Exhibit# 1
Page# 55





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED MASTER PLAN & LAND USE MAP

CAMPUS BORDER

DWL ARCHITECTS & PLANNERS INC

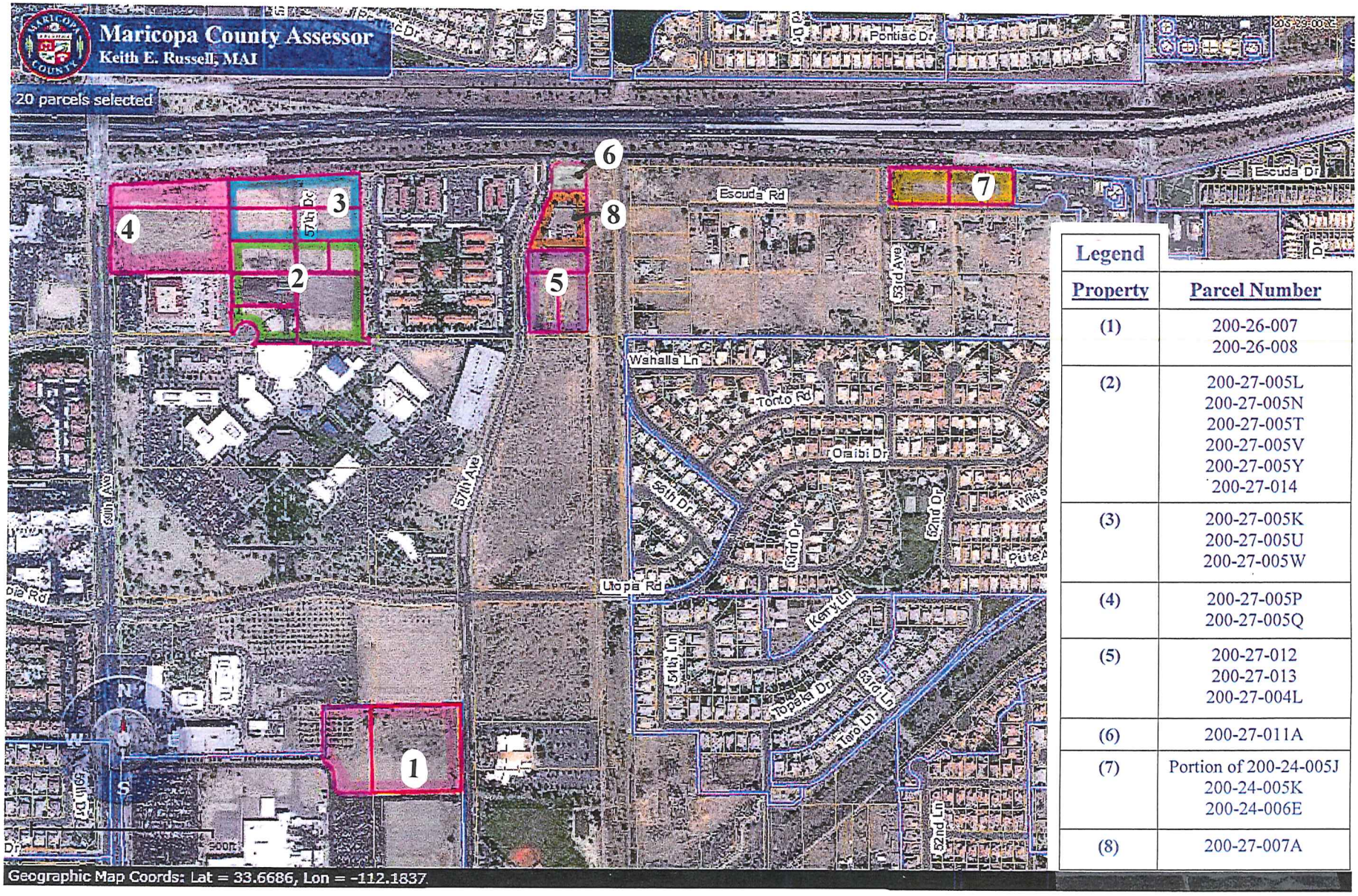
Revised: October 30, 2012
ZON12-04

Exhibit# 1.1
Page# 56

Exhibit 2
Surrounding Land Uses
Aerial Photograph

Midwestern University - Glendale Campus
Application No. Z-95-16
December 21, 1995

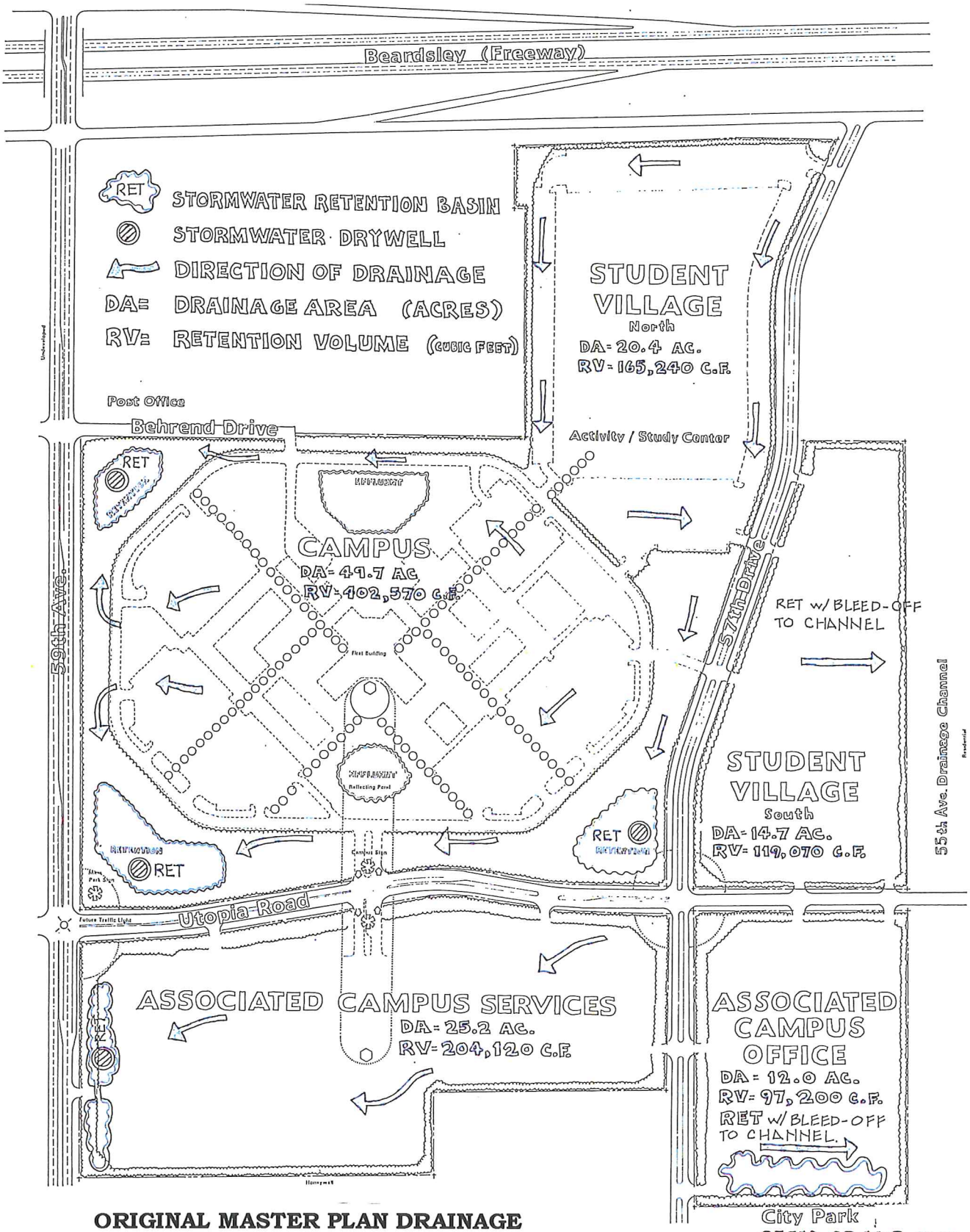
Properties to be Added
To the Midwestern University PAD



Legend	
Property	**Parcel Number**
(1)	200-26-007 200-26-008
(2)	200-27-005L 200-27-005N 200-27-005T 200-27-005V 200-27-005Y 200-27-014
(3)	200-27-005K 200-27-005U 200-27-005W
(4)	200-27-005P 200-27-005Q
(5)	200-27-012 200-27-013 200-27-004L
(6)	200-27-011A
(7)	Portion of 200-24-005J 200-24-005K 200-24-006E
(8)	200-27-007A

Aerial Photograph with New Parcels Highlighted
Maricopa County Assessor Map
September 7, 2012

Revised: October 30, 2012
ZON12-04



ORIGINAL MASTER PLAN DRAINAGE

GLENDALE CAMPUS
MIDWESTERN UNIVERSITY
Z-95-16

WALKWAY
SIGN
CAMPUS
RESIDENTIAL
COMMERCIAL

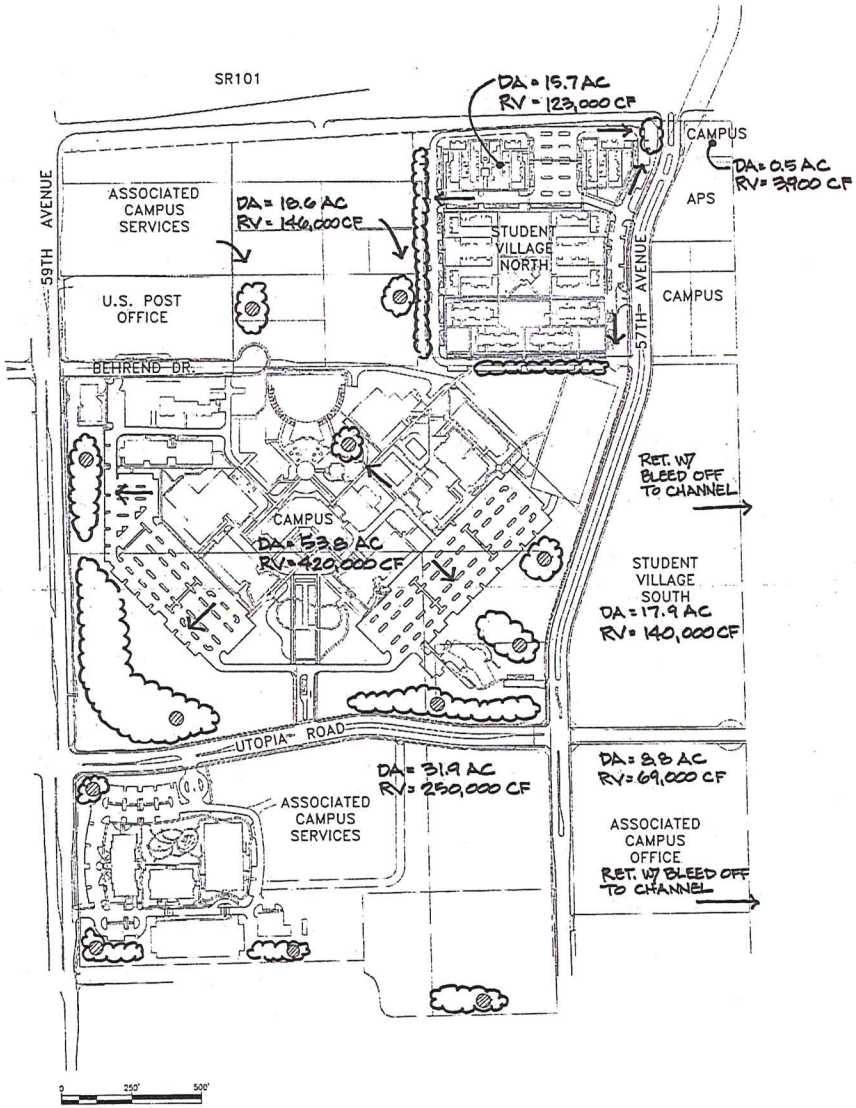
CMX GROUP INC.

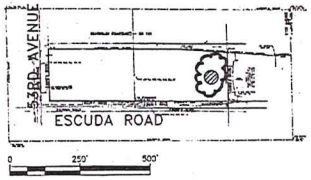
0 100' 200'
9-19-95

DWL ARCHITECTS
602-264-5731

Jeremy A. Jones, AIA: Design Consultant

Revised: October 30, 2012
ZON12-04





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED DRAINAGE

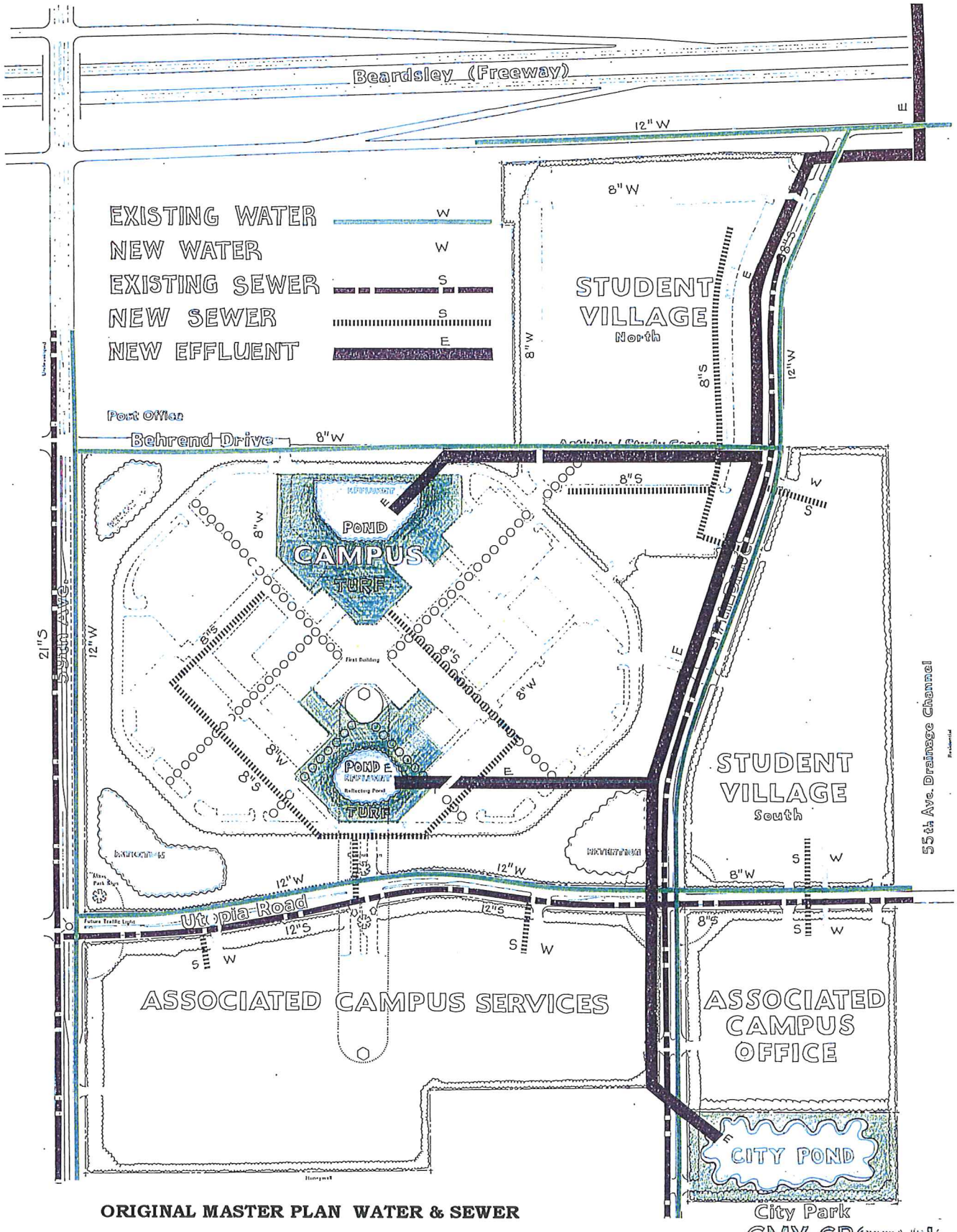
LEGEND

- STORMWATER RETENTION BASIN
- STORMWATER DRYWELL
- ← DIRECTION OF DRAINAGE
- DA DRAINAGE AREA (ACRES)
- RV RETENTION VOLUME (C.F.)

DWL ARCHITECTS+PLANNERS, INC.

Revised: October 30, 2012

ZON12-04



ORIGINAL MASTER PLAN WATER & SEWER

GLENDALE CAMPUS
MIDWESTERN UNIVERSITY
Z-95-16

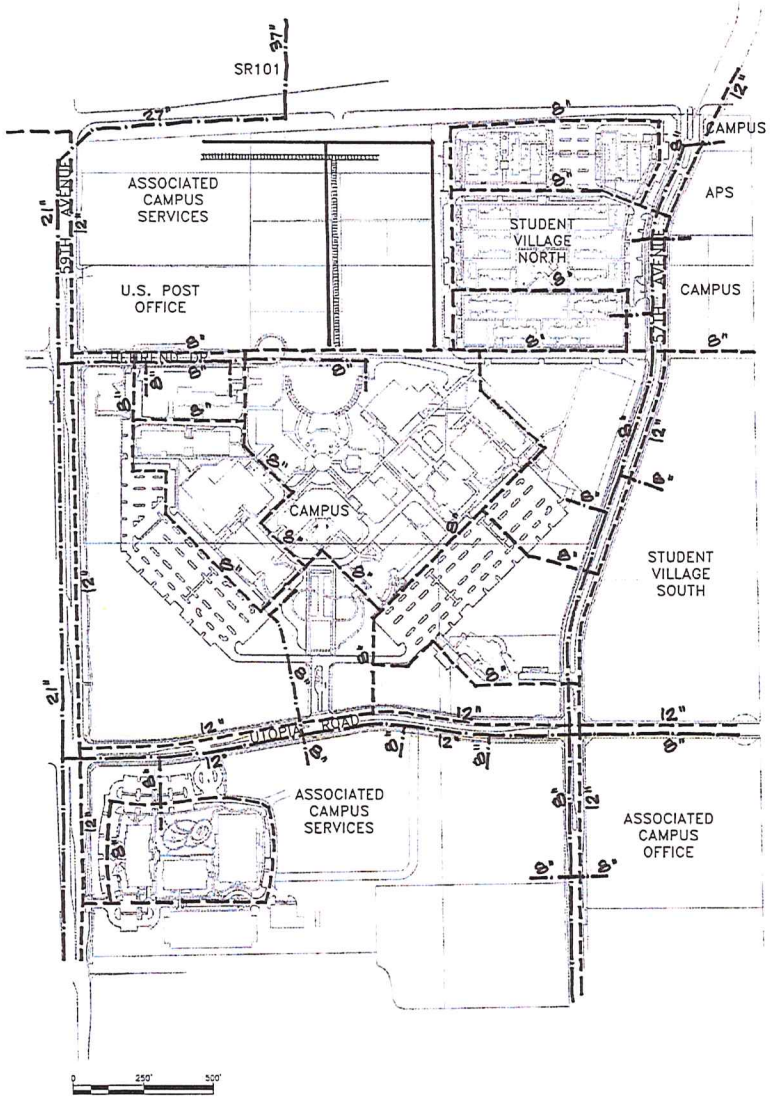
WALKWAY
SIGN
CAMPUS
RESIDENTIAL
COMMERCIAL

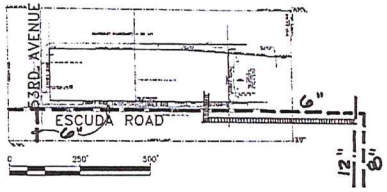
CMX GROUP INC.

DWL ARCHITECTS
602-264-5731

Jeremy A. Jones, AIA: Design Consultant

Revised: October 30, 2012
ZON 12-04





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

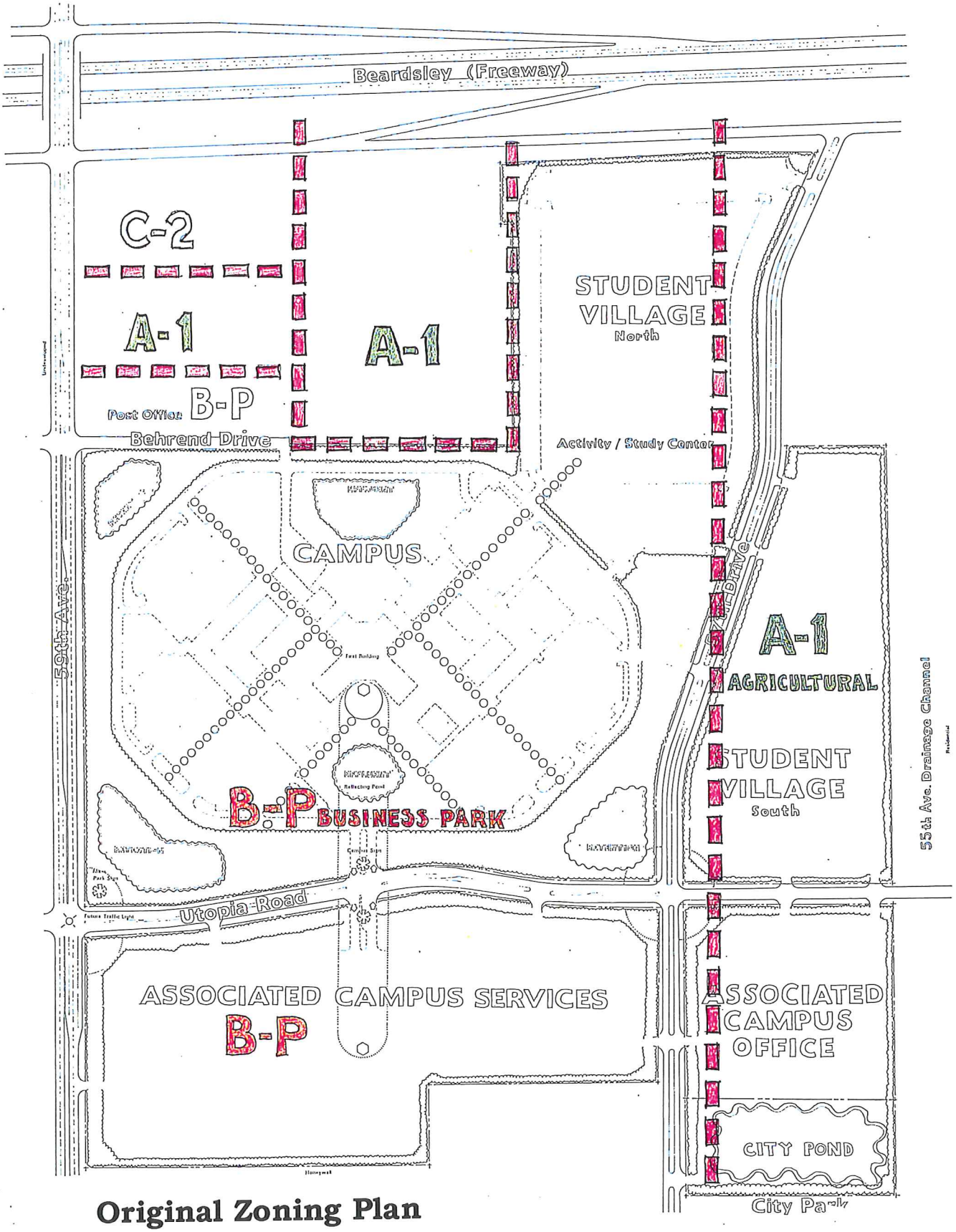
UPDATED WATER & SEWER

- EXISTING WATER
- NEW WATER
- EXISTING SEWER
- NEW SEWER

DWL ARCHITECTS+PLANNERS INC

Revised: October 30, 2012
ZON12-04

Exhibit# 4.1
Page# 62



Original Zoning Plan

GLENDALE CAMPUS
MIDWESTERN UNIVERSITY
Z-95-16

WALKWAY
SIGN
CAMPUS
RESIDENTIAL
COMMERCIAL

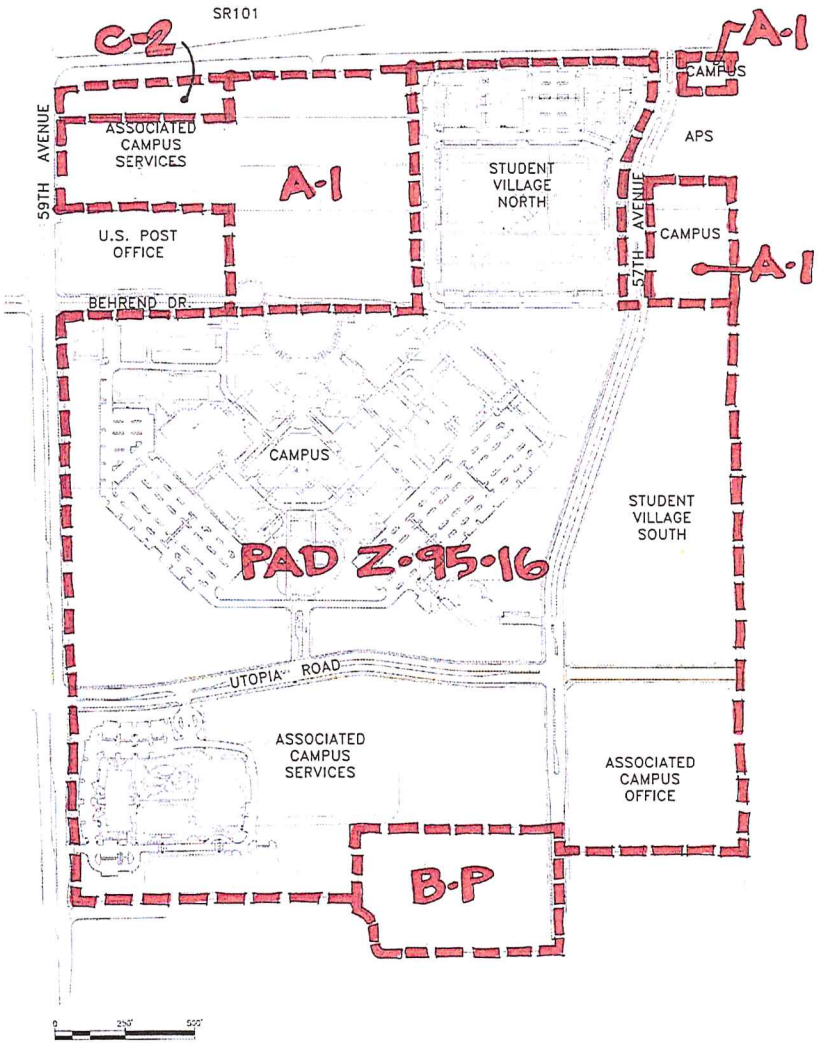
0 100' 200'

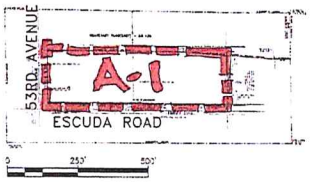
DWL ARCHITECTS

Jeremy A. Jones, AIA: Design Consultant

Revised: October 30, 2012
ZON12-04

Exhibit# 5
Page# 63



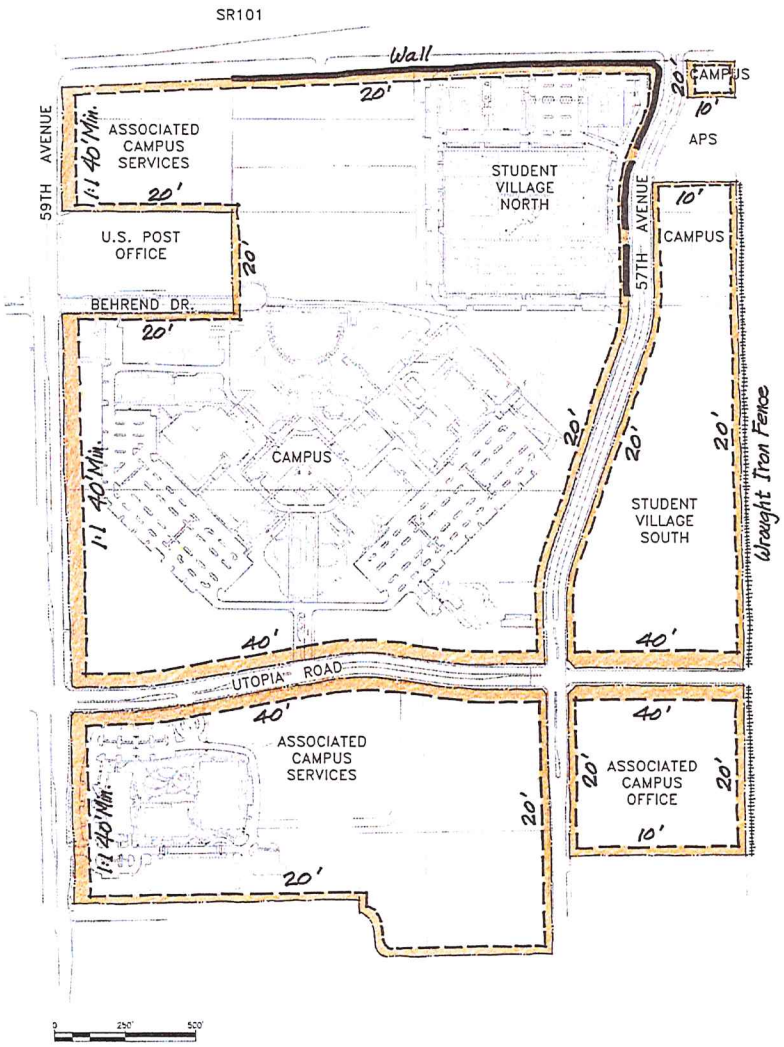


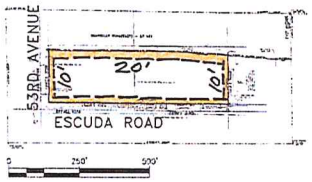
NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED EXISTING ZONING

DWL ARCHITECTS + PLANNERS, INC.





NORTH

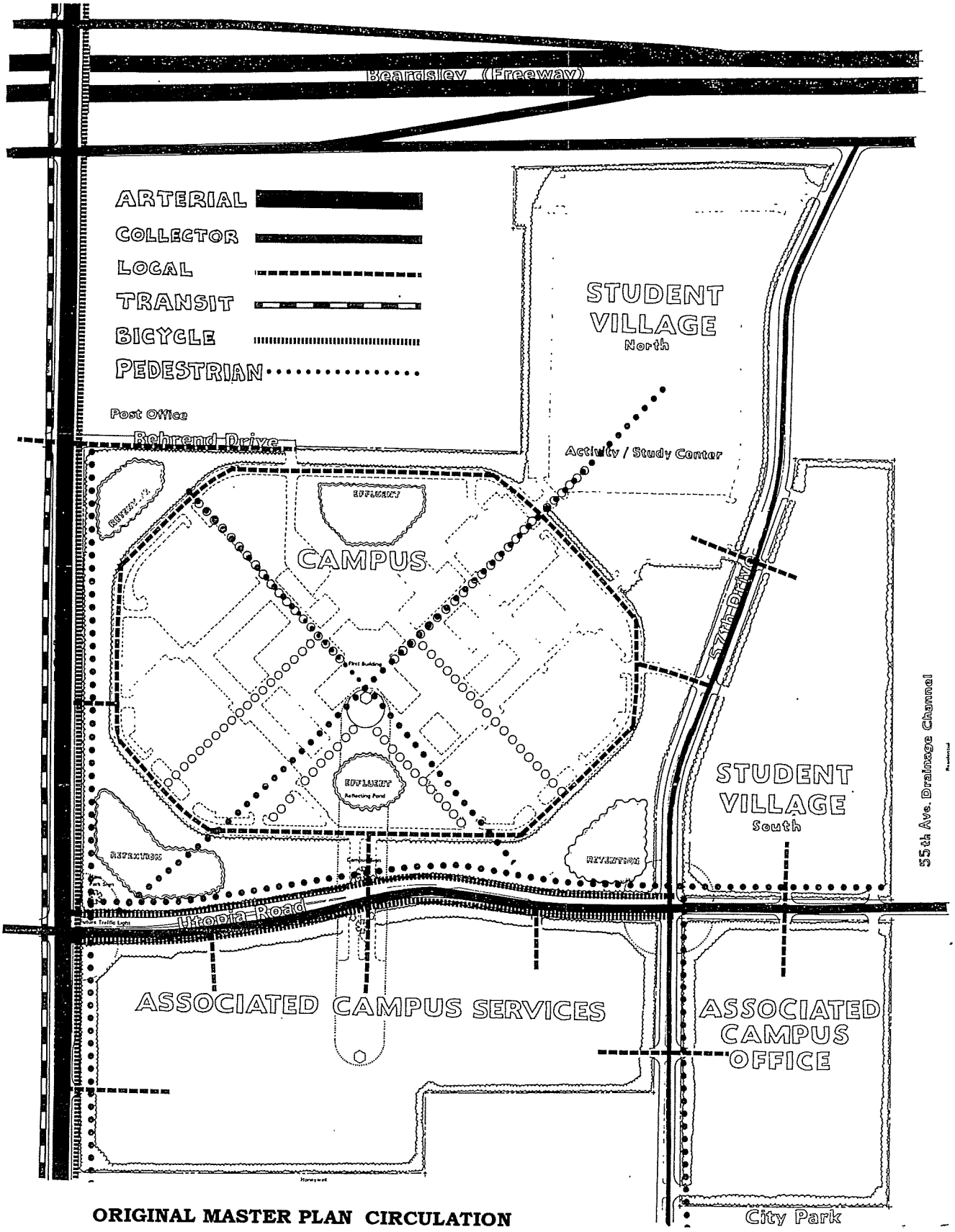
MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED WALLS & SETBACKS

DWL ARCHITECTS+PLANNERS, INC.

Revised: October 30, 2012

ZON12-04



ORIGINAL MASTER PLAN CIRCULATION

GLENDALE CAMPUS
MIDWESTERN UNIVERSITY
Z-95-16

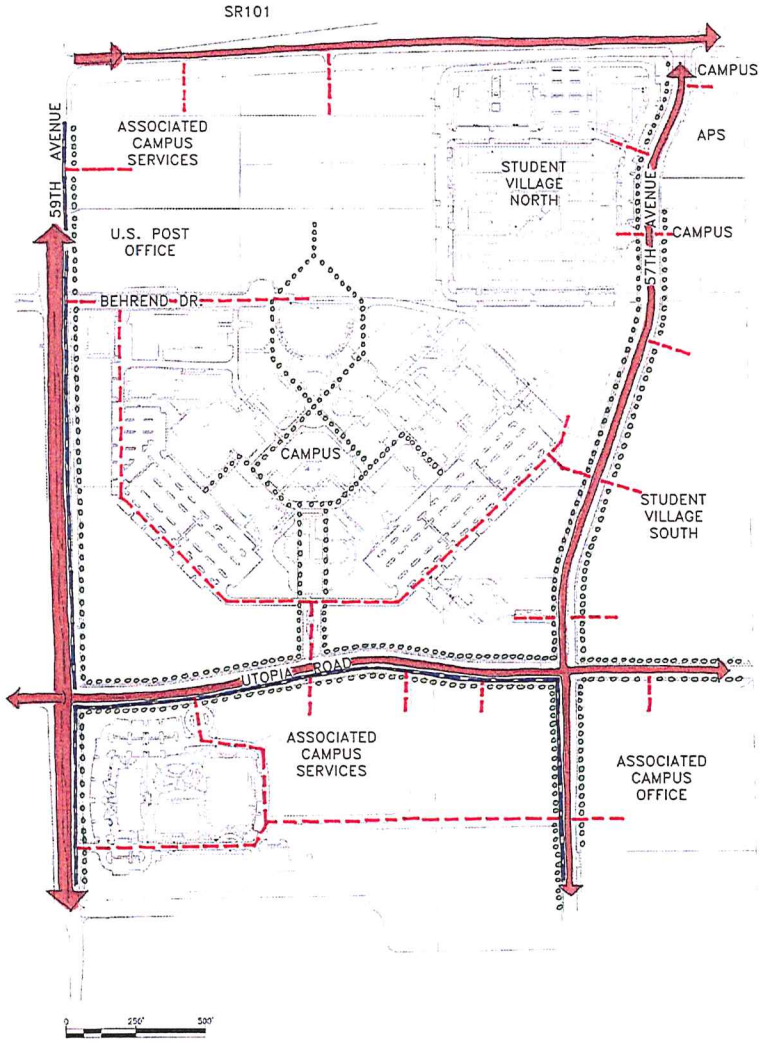
WALKWAY
SIGN
CAMPUS
RESIDENTIAL
COMMERCIAL

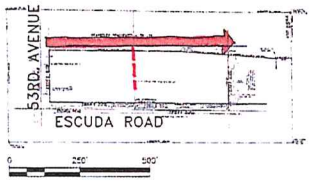
0 100' 200'

12-13-95

DWL ARCHITECTS

Jeremy A. Jones, AIA: Design Consultant





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

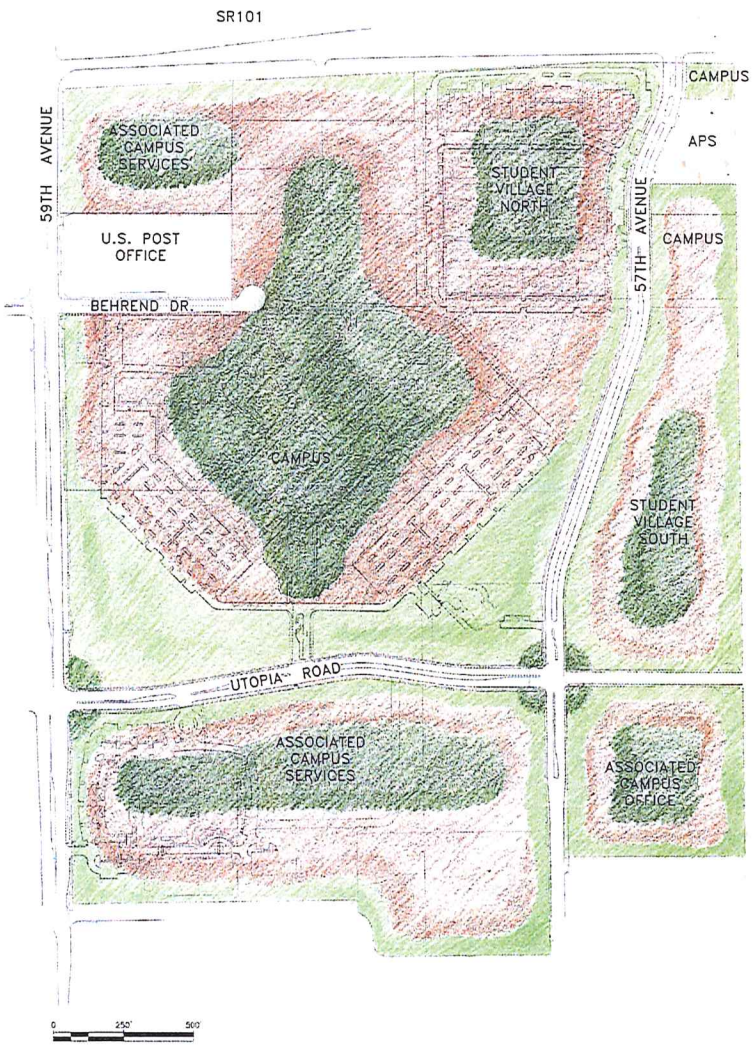
UPDATED CIRCULATION PLAN

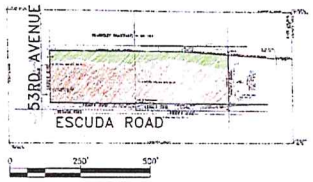
- Arterial
- Collector
- Local
- Transit
- Pedestrian

DWL ARCHITECTS+PLANNERS INC

Revised: October 30, 2012
ZON12-04

Exhibit# 7.1
Page# 67





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

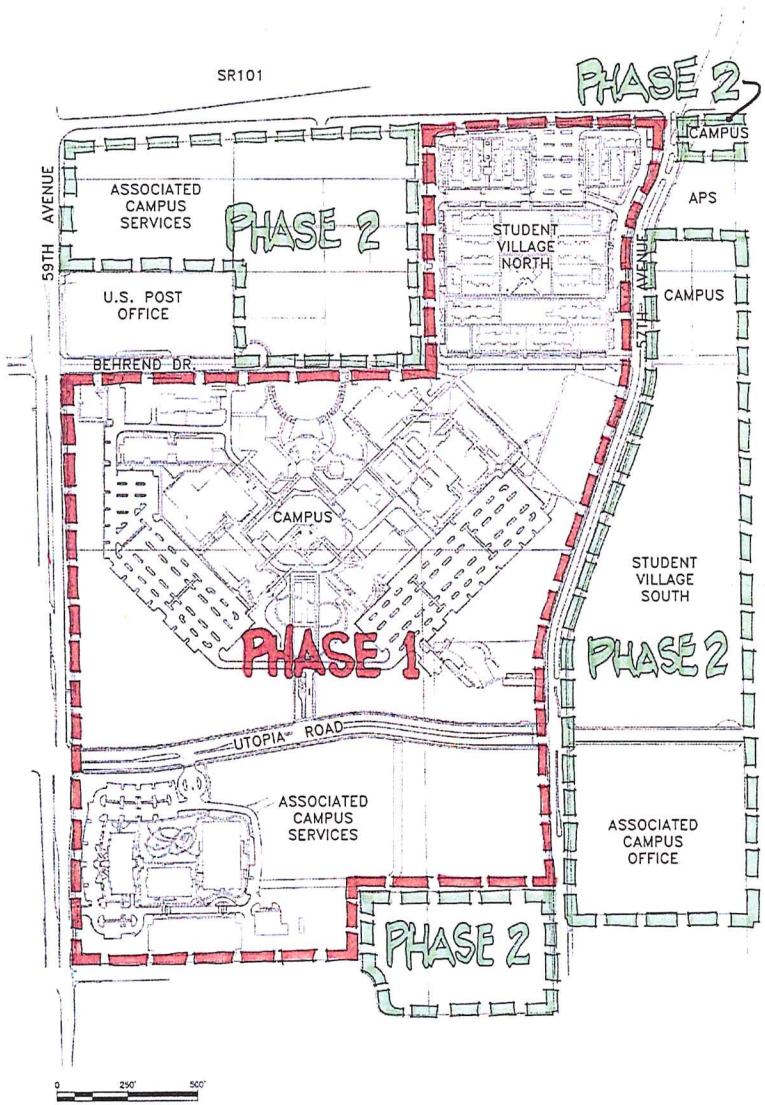
UPDATED LANDSCAPE PLAN

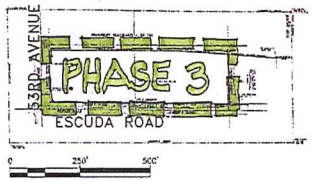
OASIS Among the buildings in each area, lush planting of trees, shrubs and ground cover and lawns required for water management will create an attractive and comfortable outdoor environment.

TRANSISTION Between buildings, parking areas and the Border zone, low-water consuming native and arid region plants will provide shade in a Sonoran Desert setting.

BORDER Along major roadways, a mixture of desert trees and the Arrowhead Ranch palette will relate this project to the neighboring developments and the nearby natural desert.

DWL ARCHITECTS-PLANNERS INC.





NORTH

MIDWESTERN UNIVERSITY GLENDALE CAMPUS

UPDATED PHASING PLAN

DWL ARCHITECTS+PLANNERS, inc

Revised: October 30, 2012

ZON12-04

Citizen Participation Final Report

Midwestern University

Glendale Campus

19555 North 59th Avenue

Glendale, Arizona 85308

Case #SR 11-003

GPA12-01
ZON12-04
APPROVED
7/17/12
K. Allen

Prepared by:

Kathleen H. Goeppinger, Ph.D.

President and Chief Executive Officer

July 2012

1. Brief Description of the Proposed Project

Midwestern University's Glendale Campus began with the purchase of 123 acres in 1995. In January, 1996, the University applied for a Planned Area Development and received approval for Application No. Z-95-16. Since that time, with the support of the city officials and their willingness to support the growth of our new campus, the University has continued the development of graduate level programs for much needed healthcare professions in the Glendale community, for the State of Arizona, and nationwide.

The Glendale Campus is the current home of the Arizona College of Osteopathic Medicine, the College of Pharmacy–Glendale, the College of Dental Medicine Arizona, the Arizona College of Optometry and the College of Health Sciences that provides 14 masters and doctorate degrees necessary to pursue professional healthcare careers. The campus today has 35 buildings which include classrooms, laboratories, auditoriums, faculty and staff offices, a wellness/recreation center, a student center including food service, study areas, a bookstore, and a library which provides three full floors of computer labs, quiet reading and studying areas, and texts and journals that are critical to the students' success in these difficult areas of study. Student housing has also been built, allowing only Midwestern University students to live and study on campus.

The Glendale Campus also includes a number of clinical facilities designed to serve the public. Currently Midwestern University has the Multispecialty Clinic, the Eye Institute and the Dental Institute. Each of these provides much needed care to our surrounding area and to the State of Arizona. By both the dental and optometry clinics offering healthcare services at a cost of less than half of reasonable and customary charges, the University is caring for thousands of people in our community, with approximately 70,000 patient visits scheduled per year. These clinics are part of the educational curriculum of the University; they are staffed with full time faculty and staff members, and Midwestern University students.

Midwestern University is requesting an extension of its current Planned Area Development to include an additional seven (7) parcels currently zoned as A-1 (Agricultural), ~~and~~ C-2 (General Commercial), and B-P (Business Park) totaling 30.33 acres, which have been purchased since 1995[1]. All parcels, with the exception of one at 53rd Avenue and West Escuda Road are contiguous to the original campus. This exception of 2.3 acres was acquired from the City of Glendale as an accommodation to providing the Glendale Fire Department, at no cost, permanent housing on campus for the Medic #155 firefighters and their vehicles.

Midwestern University has purchased the additional seven (7) parcels of available land in order to provide further growth of the academic programs on the Glendale Campus. This zoning request is

[1] The original figures were revised from the Citizen Participation Plan, after confirming that Parcel 1 (200-26-004A) the 1.33 Acres at the SE Corner of 59th Avenue and Utopia Road acquired from the City of Glendale, was including in the zoning application Z-95-16.

coming at this time because Midwestern University is in the early stages of developing a new College of Veterinary Medicine. This will be the first College of Veterinary Medicine in the State of Arizona and will meet the growing demand for academic training for veterinarians serving in both urban and rural Arizona. In order to meet the facility needs for the first class of 100 students and its faculty that will be recruited over the next two years, Midwestern University anticipates the building of three additional structures. Two of the three structures will be located on land currently not covered by the PAD.

The request to add all of the new parcels to the current PAD is made because the Master Plan already includes the four elements of land use needed for this application: academic buildings, student housing, associated campus services and associated campus offices. This request is consistent with the needed usage on the new parcels including but not limited to academic facilities, clinics, laboratories, auditoriums, student housing, dining services, and limited retail services.

The 6.4 acres located on the South East corner of 59th Avenue and the 101 Freeway, would fall under the Associated Campus Services Land Use of the current PAD. This parcel may possibility be developed as a small inn for visitors and guests to the campus and the community. This small inn is incorporated into the campus planning to possibly provide overnight accommodations to the student applicants who come to the campus for mandatory admissions interviews, or to visiting faculty and the families of the students who come to the campus for special events and weekend visits with their loved ones. This is a related use as part of the associated campus services, as outlined in the PAD. This is only considered a long range plan, and not anticipated for construction in the near future.

The current campus follows one plan for the look and development of all current buildings on campus. The new facilities anticipated for the land added to the PAD will encompass the same quality appearance of the existing buildings. In addition, the landscaping plans are anticipated to follow the same look and feel of current plantings and tree placements, and the new signage will be consistent with the current parameters of the PAD.

2. Brief Overview of the Citizen Participation Plan

The elements of the Citizen Participation Plan included:

1. A brief description of the proposed project
2. A draft of the notification letter used, which offered individuals and organizations the following methods in which they could notify either the leadership of Midwestern University or appropriate City of Glendale officials of any potential concerns:
    - attend a neighborhood meeting
    - email or call Kathleen H. Goeppinger, Ph.D., President and Chief Executive Officer for Midwestern University
    - email or call Ms. Karen Stovall, Senior Planner for the City of Glendale
3. A summary of the neighborhood notification area, and the city officials and interested parties who would receive the neighborhood letter

4. A brief definition of the property owners who may be affected by the zoning request
5. A statement about Midwestern University's commitment to the neighborhood and an overview of its plans for campus development
6. A statement regarding our commitment to promptly address and resolve all concerns raised by affected parties
7. A notification plan for property owners and interested parties, should there be any changes and/or amendments to the proposed plan development
8. An explanation of how Midwestern University will communicate with City Planning Department Officials
9. A schedule of estimated dates for the completion of the Citizen Participation Plan

3. Notification Details and a Description of Exhibits Attached

Midwestern University mailed the neighborhood letter to property owners, city officials and interested parties on June 11, 2012. A complete packet of what was mailed to each party (A), the mailing lists indentifying all of the individuals, city officials and interested parties (B), an Affidavit of Mailing (C), a map outlining the Neighborhood Notification Area (D), the sign-in Sheet for the Neighborhood Meeting held on June 21st (E), and the email correspondence with Mr. Dan Dahl (F) is attached to this report in the Appendices.

4. Date and Location of Neighborhood Meeting

A neighborhood meeting was held on the Midwestern University campus located at 19555 North 59th Avenue in Glendale, Arizona on June 21, 2012, from 6:00 P.M. to 7:00 P.M., in Ocotillo Hall, Classroom 101.

5. Neighborhood Meeting Participation

The total number of Neighborhood Notification Letters mailed was 156. Nine (9) mailings were returned, with the addresses identified as undeliverable.

The following six (6) guests attended the Neighborhood meeting:

1. Ms. Karen Stovall, Senior Planner for the City of Glendale
2. Councilmember Manny Martinez, Cholla District
3. Mr. James Nagal, neighbor
4. Ms. Denise Bowers, neighbor whose daughter is a Midwestern University alumna
5. Ms. Karen Hayes, Midwestern University employee and neighbor to the campus
6. Ms. Sandy Mazur, Midwestern University employee, attending as a friend of Ms. Hayes

Kathleen H. Goeppinger, Ph.D., President and Chief Executive Officer was present as host of the meeting, with various other members of Midwestern University administration in attendance.

In addition to the Neighborhood meeting, Dr. Goeppinger received an email inquiry from Mr. Dan Dahl, of YAM Management, representing the interests of the Citadelle and Il Palazzo, two mixed use projects located near the Glendale Campus. Mr. Dahl was notified of the neighborhood meeting through other individuals, and requested to meet with Dr. Goeppinger to discuss the development plans. Dr. Goeppinger met with Mr. Dahl on June 25th.

6. Concerns, Issues and Problems Expressed by Affected Parties

The individuals in attendance at the Neighborhood meeting were welcomed and spoke directly with members of Midwestern University administration. Poster size maps identifying the new parcels and the land use plans were set on easels to facilitate the discussions. Guests were invited to discuss any concerns they had regarding the project. The focus of the conversations generally related to the individual's interest in the various academic programs or clinic services, and the plans for developing the new parcels. There were no issues or problems communicated by the participants at the Neighborhood Meeting. The leadership of Midwestern University has enjoyed a very amiable relationship with our neighbors, and it appears that they continue to support the growth and development of the Glendale Campus.

Mr. Dan Dahl, of YAM Management, who met with Dr. Goeppinger in her Glendale office on June 25th, did not communicate any concerns. His interest in meeting with her appeared to be centered on how the various businesses located in the projects he represents, might better attract and serve the students and employees of Midwestern University as their customers.

The President and Chief Executive Officer for Midwestern University has an office on the Glendale Campus and will continue to respond to all concerns related to our zoning request. Midwestern University appreciates the ongoing support of all of the officials representing the Planning Department for the City of Glendale. As always, the President and Chief Executive Officer, or her representative, will call, email, or meet with City Planners, to notify them of project updates, concerns, or to seek guidance as required.

LIST OF APPENDICES

Exhibit	Item
Appendix A	Neighborhood Notification Letter with all attachments
Appendix B	Mailing lists
Appendix C	Affidavit of Mailing for Neighborhood Notification Letter
Appendix D	Notification Area Map
Appendix E	Neighborhood Meeting Sign-In Sheet
Appendix F	Email from Mr. Dan Dahl

KATHLEEN H. GOEPPINGER, PH.D.
PRESIDENT & CHIEF EXECUTIVE OFFICER

June 11, 2012

Dear Property Owner or Interested Party:

Midwestern University has carefully and proudly built its Glendale Campus since the City of Glendale provided our original zoning in 1995. Over the years we have invested over $300 million dollars of University funds, without the help of federal or state monies, in building a graduate level healthcare university.

We are grateful to you, our neighbors, for your continued support of the growth of the campus. This letter is to inform you that the University is in the process of adding all additional parcels of land that we have purchased since our original zoning, into the already established zoning approvals of the University.

Midwestern University has been fortunate to have purchased eight (8) additional parcels of land over the past 15 years. These parcels were not part of the zoning when we first moved to Glendale; however, it is time for us to add these to our Planned Area Development (PAD). With the development of the first College of Veterinary Medicine in the State of Arizona, we will begin adding new buildings that were previously not included in the PAD. What does this mean to you, our neighbor?

We are committed to maintaining the beauty and design of our campus. The land we are adding to the Planned Area Development will be used for similar campus buildings, student and faculty facilities, and associated campus services. We will add the same landscaping design and signage we have already established on the campus, with no variation in the look or feel of the environment. The look and height of the buildings will remain consistent. I have attached a map highlighting the parcels to be added to our zoning.

A neighborhood meeting will be held on the Midwestern University campus located at 19555 North 59th Avenue, in Glendale Arizona, on June 21, 2012, from 6:00 P.M. to 7:00 P.M., in Ocotillo Hall, Classroom 101. I have also attached a map identifying the current buildings on the Glendale Campus for your reference. You are invited to meet with us to see our plans and discuss any concerns you may have about our request to add the attached eight (8) parcels to our project. If you would rather e-mail me, please send your inquiry to DrGoeppinger@Midwestern.edu no later than June 25, 2012. You may also contact Ms.

555 31st Street • Downers Grove, IL 60515 • 630/515-7300 • Fax: 630/515-7319
19555 North 59th Avenue • Glendale, AZ 85308 • 623/572-3400 • Fax: 623/572-3410

Karen Stovall, Senior Planner with the City of Glendale Planning Department at 623-930-2553, or send an e-mail to her at KStovall@GlendaleAZ.com.

Thank you for being a good neighbor! We appreciate our neighbors, and we are committed to remaining a good neighbor and to maintaining the beauty of the surrounding community and the City of Glendale.

Sincerely,

Kathleen H. Goeppinger

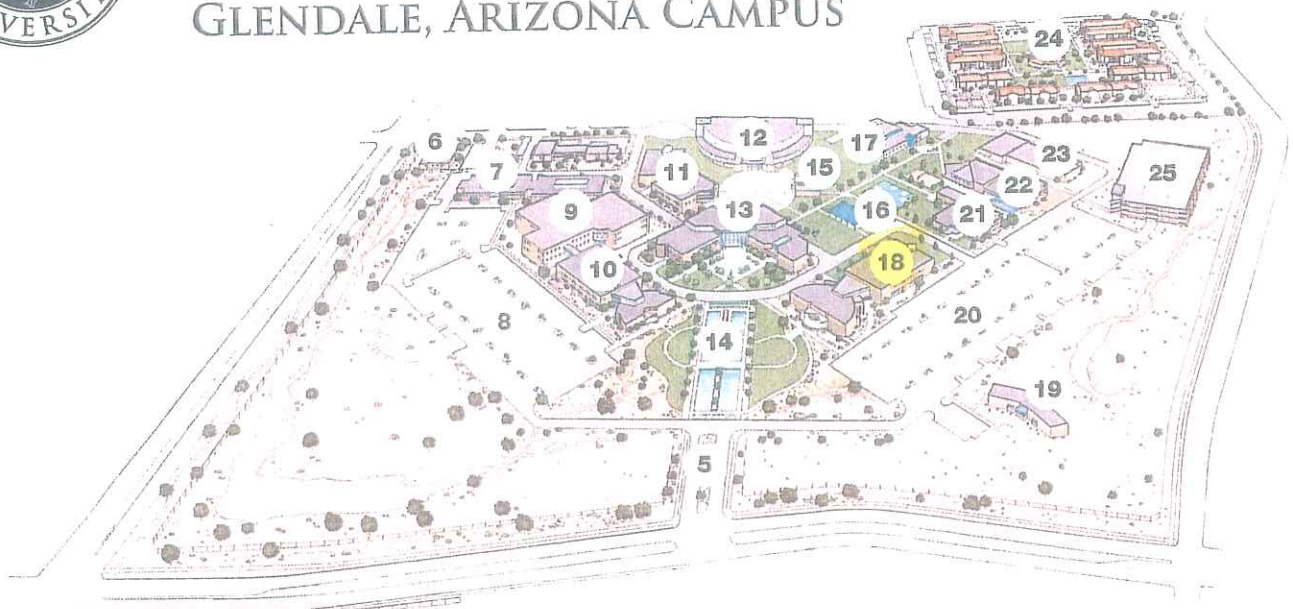
Kathleen H. Goeppinger, Ph.D.
President and Chief Executive Officer

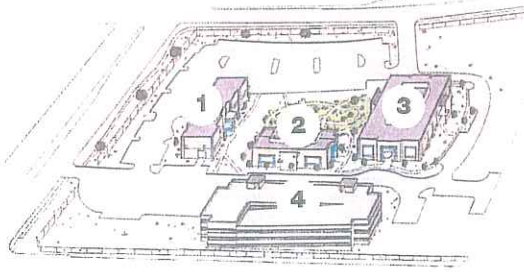
Enclosures (3)

KHG:jpg

MIDWESTERN UNIVERSITY

GLENDALE, ARIZONA CAMPUS



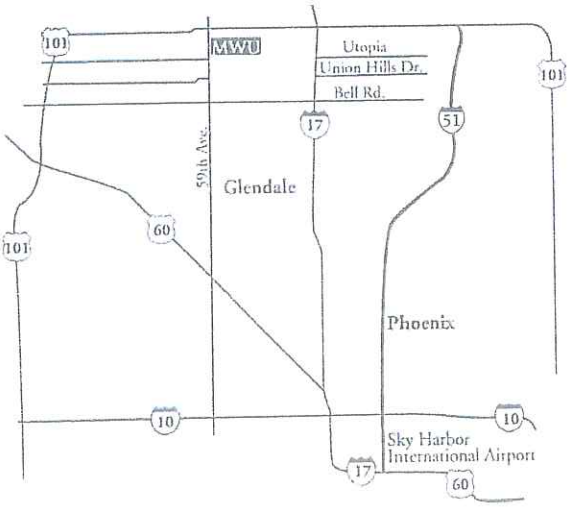


1 Multispecialty Clinic
2 Eye Institute
3 Dental Institute
4 Clinic Parking Garage
5 Welcome Center
6 Mesquite Hall
7 Foothills Science Center
8 Parking (west side)
9 Glendale Hall
10 Cholla Hall
11 Agave Hall
12 Auditorium
13 Sahuaro Hall
14 Reflecting Pool
15 Chanen Interfaith Chapel
16 Ramada Outdoor Seating
17 Wellness & Recreation Center
18 Ocotillo Hall
19 University Administration
20 Parking (east side)
21 Barrel Student Center I
22 Barrel Student Center II
23 Barrel Student Center III
24 Cactus Clubhouse
25 Parking Garage

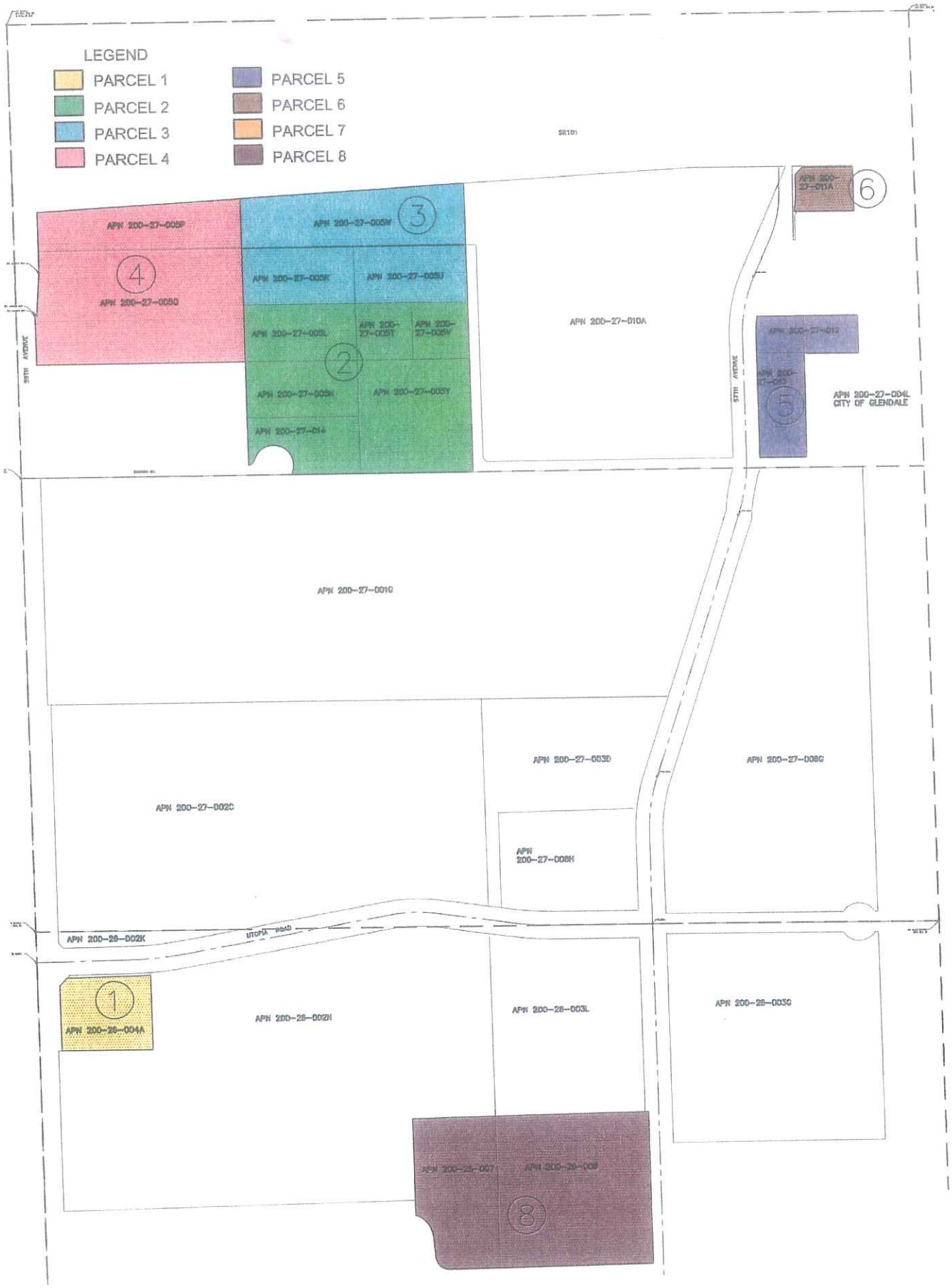
Directions to Midwestern University Glendale Campus
(coming from Sky Harbor Airport)

Via Interstate 17
- Head North on Interstate 17
- Exit on Loop 101
- Continue W on 101 to 59th Avenue exit
- Turn left onto 59th Avenue
- Pass the Glendale Arrowhead Post Office; go through the light and take the next street left (Utopia)
- Midwestern University is on the left

Via Interstate 10
- Take Interstate 10 West to 101
- Take 101 North to 59th Avenue
- Turn right on 59th Avenue
- Pass the Glendale Arrowhead Post Office; go through the light and take the next street left (Utopia)
- Midwestern University is on the left



19555 North 59th Avenue · Glendale, AZ 85308 · 623.572.3215 · 888.247.9277 · www.midwestern.edu



MIDWESTERN UNIVERSITY GLENDALE CAMPUS

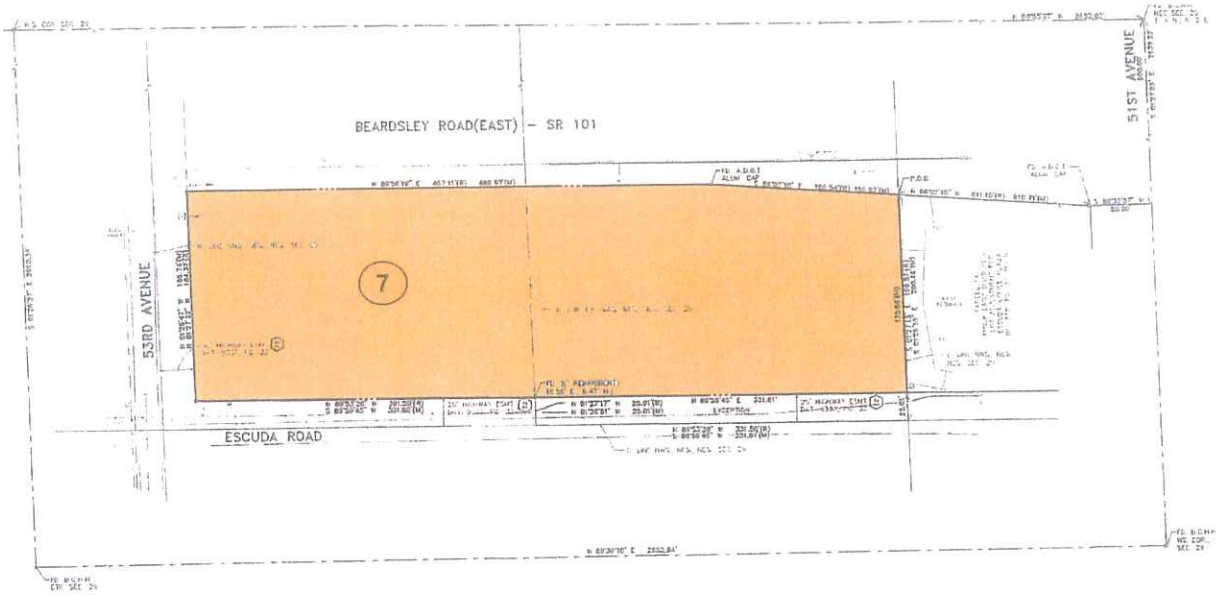
08.5.12

NORTH

DWL ARCHITECTS · PLANNERS INC

LEGEND

- PARCEL 1
- PARCEL 2
- PARCEL 3
- PARCEL 4
- PARCEL 5
- PARCEL 6
- PARCEL 7
- PARCEL 8

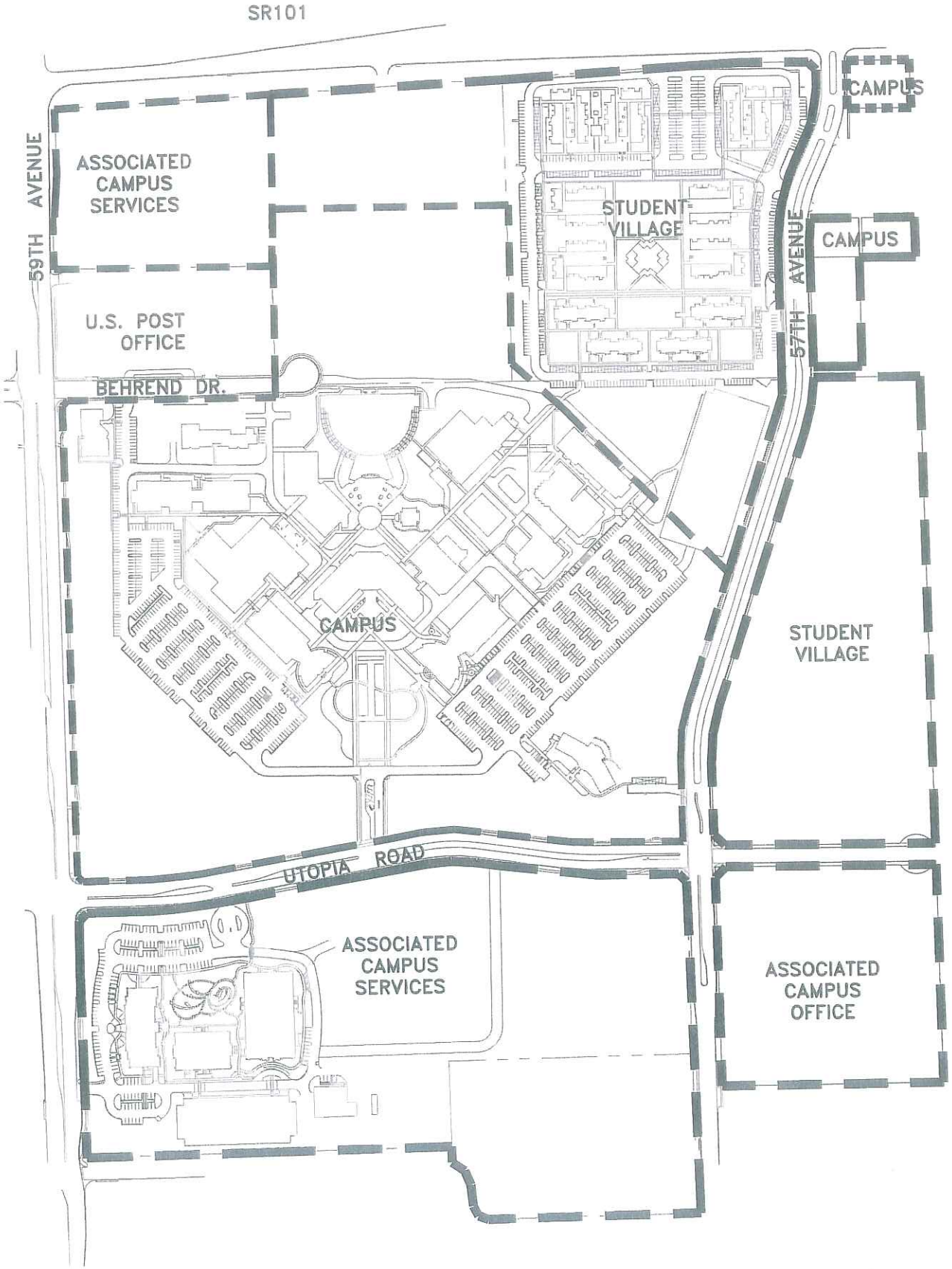


MIDWESTERN UNIVERSITY GLENDALE CAMPUS

06.5.12

NORTH

DWL ARCHITECTS-PLANNERS



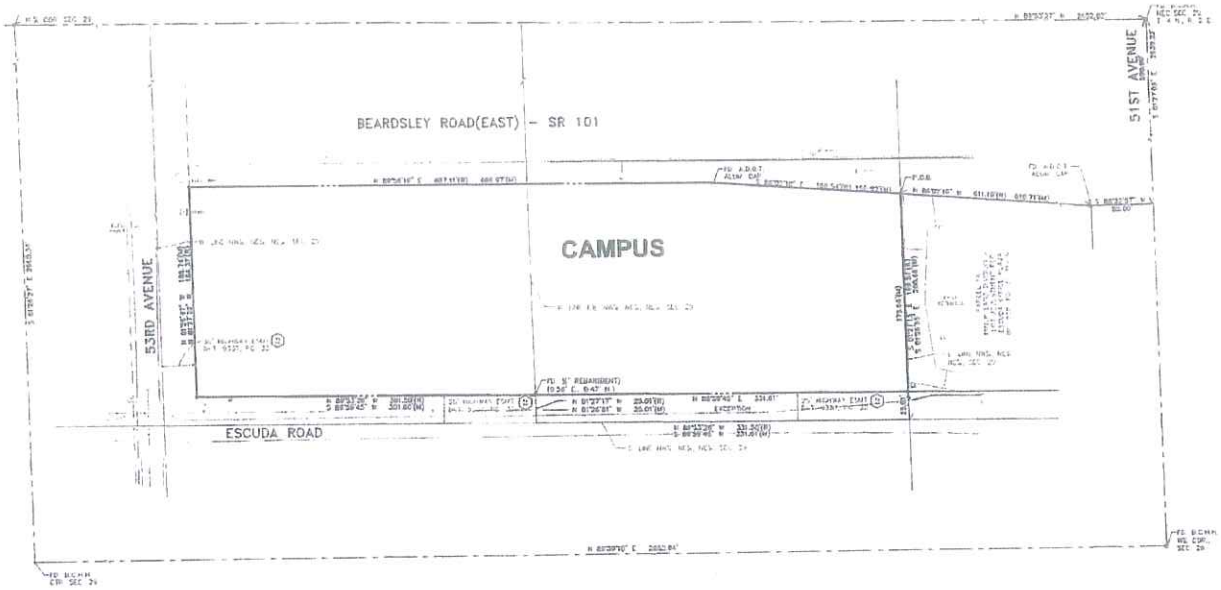
MIDWESTERN UNIVERSITY GLENDALE LAND USE PLAN

NORTH

0 250' 500'

8.4.12

DWL ARCHITECTS · PLANNERS INC

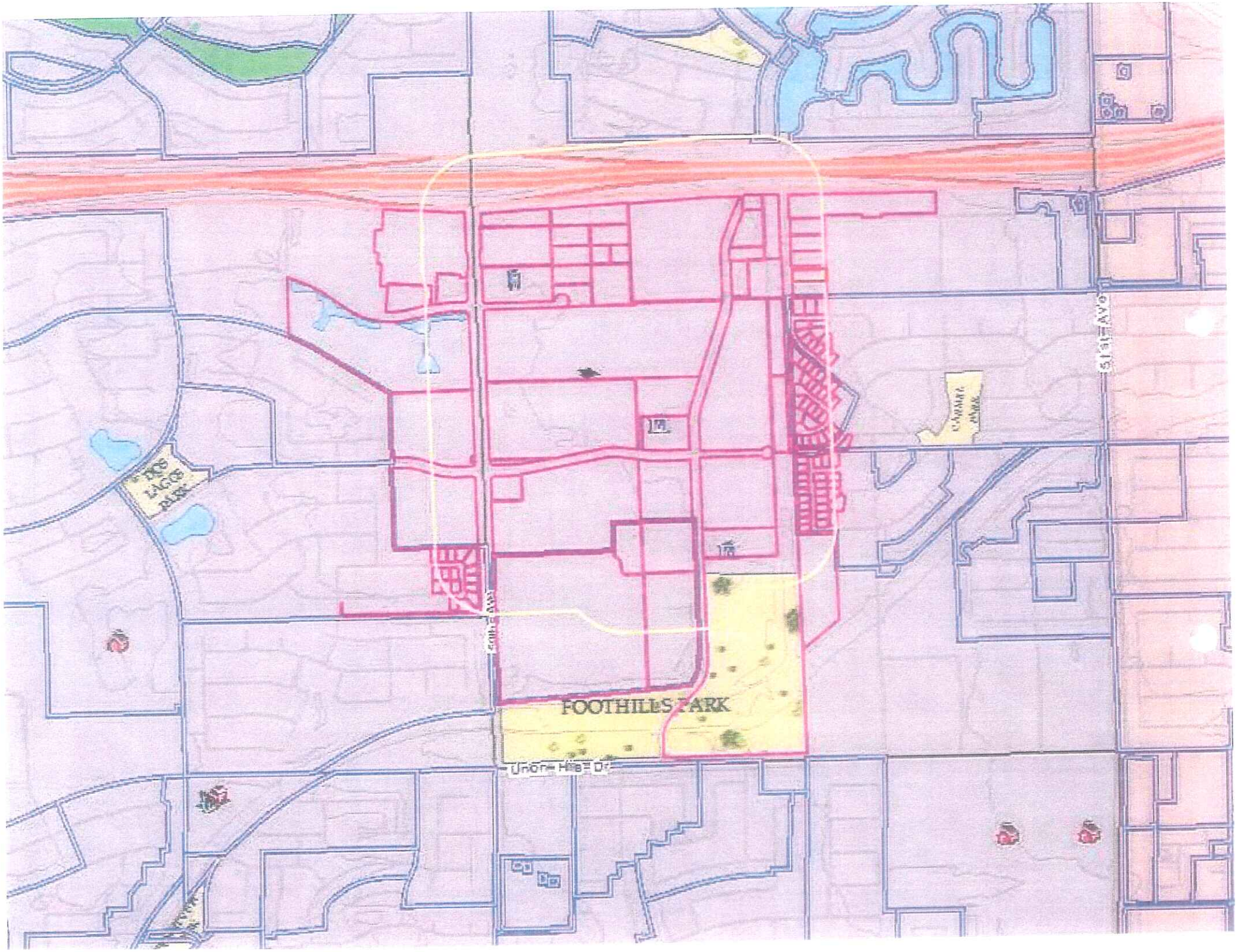


MIDWESTERN UNIVERSITY GLENDALE LAND USE PLAN

NORTH

08.5.12

DWL ARCHITECTS-PLANNERS INC


FOOTHILLS PARK
Union Hills Dr
LAGOS PARK
CANYON PARK

Planning Department

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) SR 11-003

Project Name: Midwestern University

I, Elizabeth Jackman *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: Elizabeth Jackman

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 11th day of June, 2012.

OFFICIAL SEAL
JANE PIKE GRECO
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 14, 2012

Jane Pike Greco
Notary Public

My Commission Expires:

December 14, 2012

MIDWESTERN UNIVERSITY NEIGHBORHOOD MEETING

SIGN-IN SHEET

Project:	Zoning Request with City of Glendale	**Meeting Date:**	June 21, 2012 6:00pm
Facilitator:	Kathleen H. Goeppinger, Ph.D. President and Chief Executive Officer	**Place/Room:**	Ocotillo Hall, Classroom 101

Name	Company	Street Address	Zip Code	Phone w/Area Code	E-Mail
Karen Stevens	Glendale				
Denise Bowers		54th Lane		315.725.0726	
Manny Martinez					
Sandy Mayer		63rd Ave		623 824 3319	
[illegible]		5458 W AHWATUKA LN		602-930-3589	
Karen Hayes		19719 N. 55th Ave		623-572-3210	

Greco, Jane

From: Goeppinger, Kathleen
Sent: Tuesday, June 19, 2012 11:52 AM
To: Greco, Jane
Subject: FW: Meeting

For our file on the zoning issues

From: Dan Dahl [mailto:ddahl@yamholdings.com]
Sent: Tuesday, June 19, 2012 1:01 PM
To: Goeppinger, Kathleen
Cc: Greco, Jane
Subject: RE: Meeting

Thank you for the quick response, I have no doubt that any development done will be first class and I look forward to meeting you and hearing more details.

Dan Dahl
YAM Management
15750 N Northsight Blvd, Suite 2
Scottsdale, AZ 85260
(480) 398-2543 direct
(602) 319-5138 cell
ddahl@yamholdings.com

-------- Original Message --------
Subject: Meeting
From: "Goeppinger, Kathleen" <KGOEPP@midwestern.edu>
Date: Tue, June 19, 2012 8:52 am
To: <ddahl@yamholdings.com>
Cc: "Greco, Jane" <JGRECO@midwestern.edu>

Dear Dan,

I have received your e-mail requesting a meeting to discuss the addition of our land parcels to the overall zoning of Midwestern University. I will have Ms. Jane Greco contact you and set up a time and date for you to visit the campus.

Please be assured that our continuing plans uphold the current landscaping and beauty of the campus and at no time will we harm the image of the 59th Avenue corridor around your shopping malls. I am sure Midwestern University is a big economic engine fueling the growth of your developments and we will in no way distract from the area. I know our faculty, staff, students and visitors frequent the shops and restaurants in your developments.

I look forward to working w[illegible] you as we continue to add ou[illegible] additional parcels land to the existing zoning which was approved 17 years ago.

Dr. Goeppinger

Greco, Jane

From: Goeppinger, Kathleen
Sent: Tuesday, June 19, 2012 8:45 AM
To: Greco, Jane
Cc: Robustelli, Sue; Dobbelaere, Art
Subject: FW: information on development plans

Please contact him and get him on our calendar. On campus – in our offices.

From: Robustelli, Sue
Sent: Tuesday, June 19, 2012 10:40 AM
To: Goeppinger, Kathleen
Subject: FW: information on development plans

Just rec'd

Sue

From: Dan Dahl [mailto:ddahl@yamholdings.com]
Sent: Tuesday, June 19, 2012 10:24 AM
To: Dr Goeppinger
Subject: information on development plans

Dr Goeppinger

We are the new owners of the Citadelle and Il Palazzo, two mixed use projects located at 59th and Utopia and 59th and Union Hills just west of the campus.

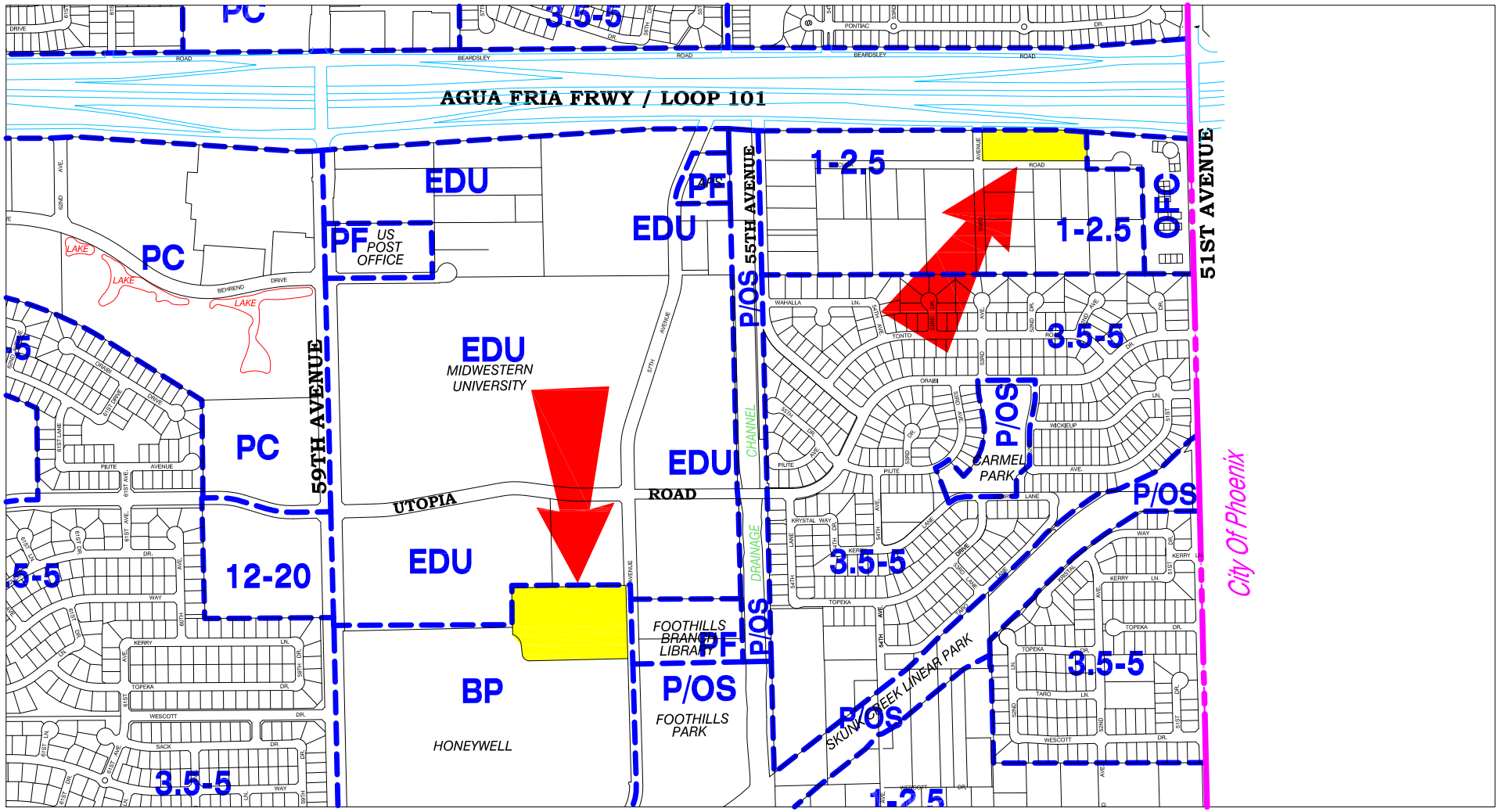
I was forwarded the letter you had sent to all of the neighbors in the area to hear about the development plans for Midwestern University and unfortunately I will not be able to attend the meeting on the 21st, but am interested in setting up a meeting at a future date to hear more about it.

As property owners we have a vested interest in the long term plans of the University and want to be able to work as neighbors to continue to make the 59th Avenue corridor successful and presitigous.

Please let me know if you have any time over the next several weeks and we can put something on the calendar.

Thank you

Dan Dahl
YAM Management
15750 N Northsight Blvd, Suite 2
Scottsdale, AZ 85260
(480) 398-2543 direct
(602) 319-5138 cell
ddahl@yamholdings.com



GLENDALE

CASE NUMBER

GPA12-01

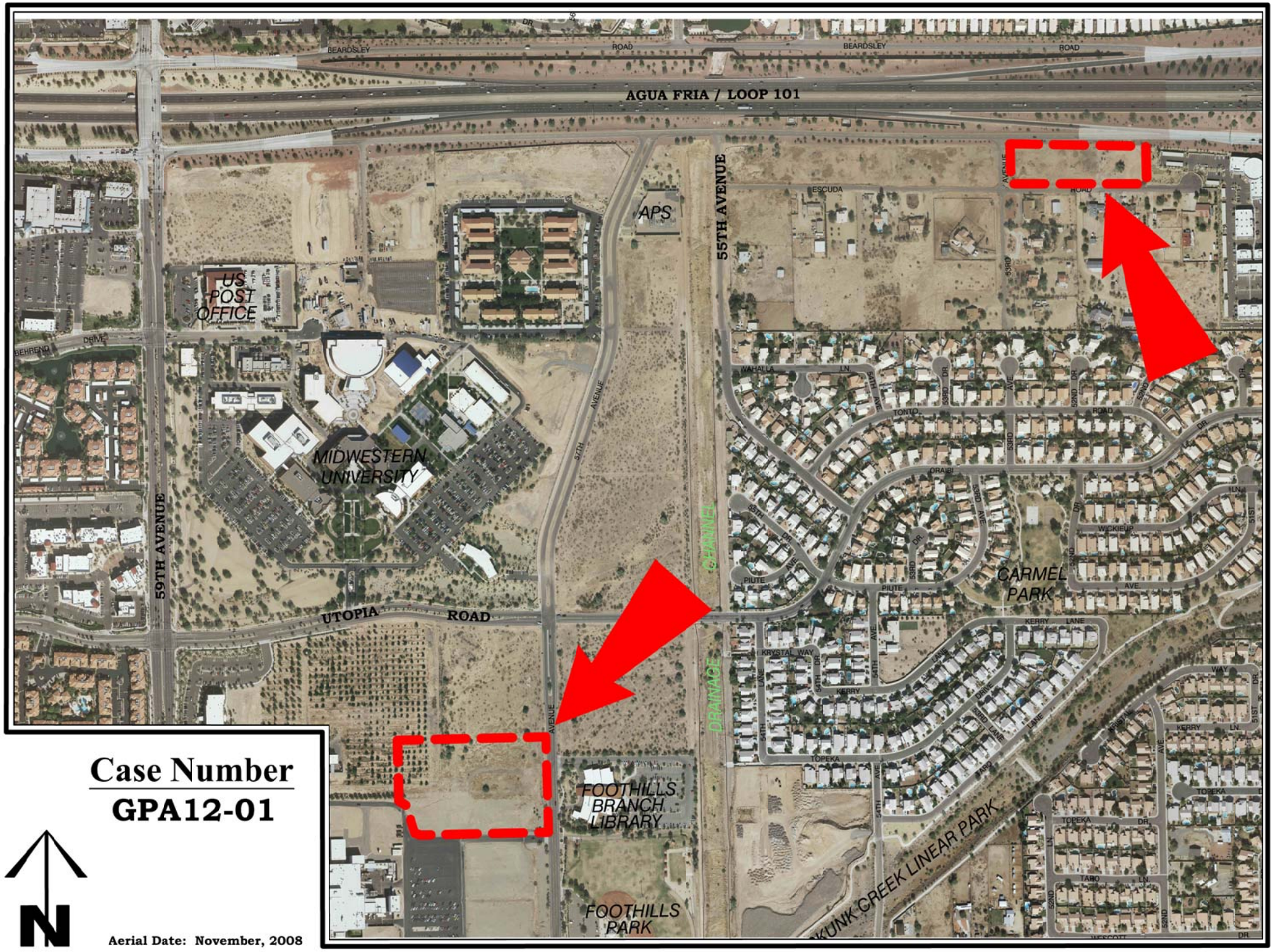
N

LOCATION

19555 N. 59TH AVENUE

REQUEST

GENERAL PLAN AMENDMENT FROM LDR (LOW DENSITY RESIDENTIAL, 1-2.5 DU/AC) AND BP (BUSINESS PARK) TO EDU (EDUCATION).

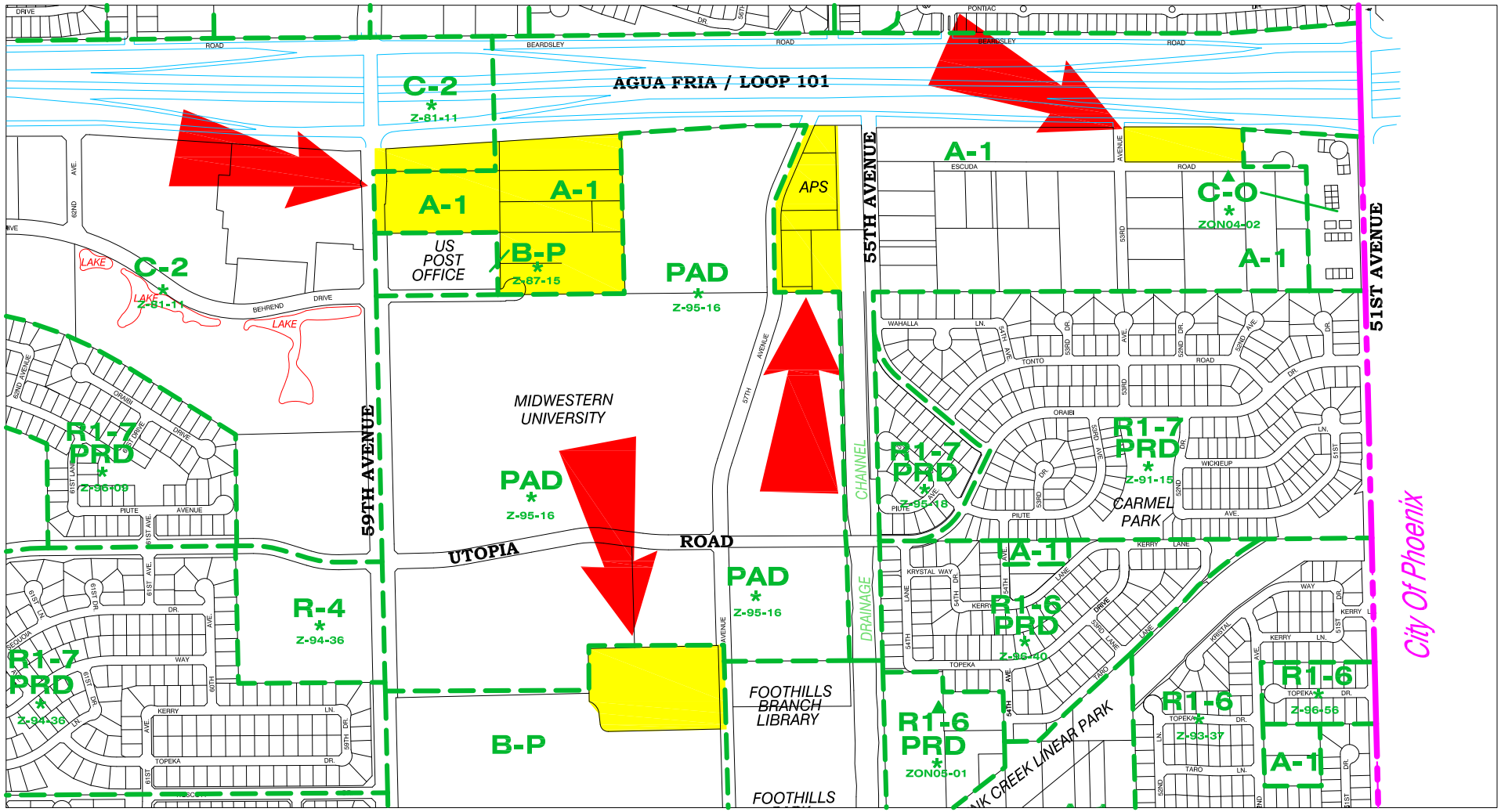


Case Number

GPA12-01

N

Aerial Date: November, 2008



GLENDALE

CASE NUMBER

ZON12-04

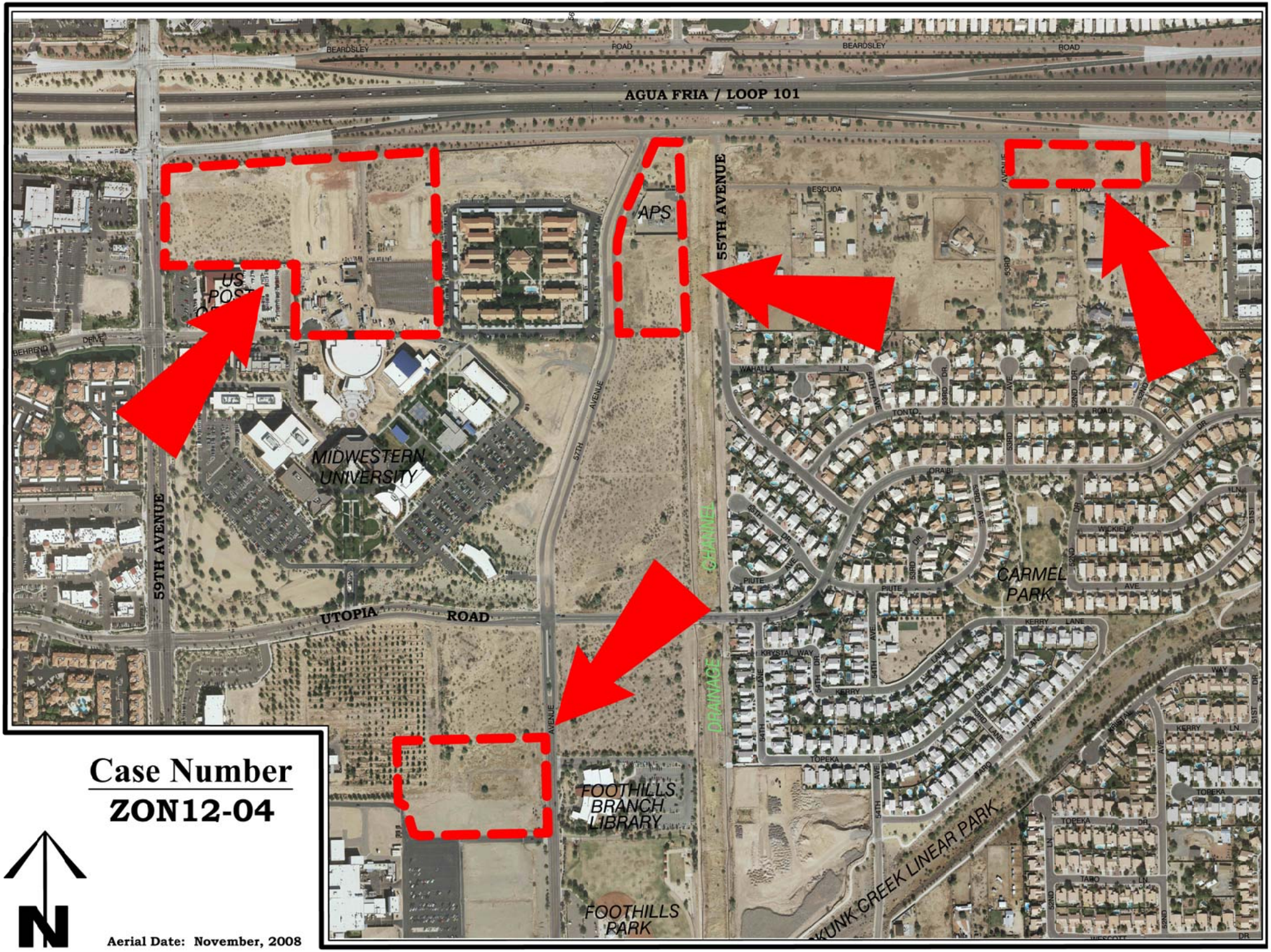
N

LOCATION

19555 N. 59TH AVENUE

REQUEST

REZONE FROM A-1 (AGRICULTURAL), C-2 (GENERAL COMMERCIAL) AND B-P (BUSINESS PARK) TO PAD (PLANNED AREA DEVELOPMENT).



Case Number

ZON12-04

N

Aerial Date: November, 2008

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**FEDERAL LEGISLATIVE REPRESENTATION SERVICES FOR THE PROTECTION OF THE MISSION OF LUKE AIR FORCE BASE**
Staff Contact:	**Jenna Goad, Interim Assistant to the Mayor**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a special procurement professional services agreement with Hyjek & Fix, Inc. for the continuation of federal legislative consultant services for continued protection of the mission of Luke Air Force Base (AFB).

Background Summary

In 2006, 14 West Valley communities conducted a national search for the hiring of a consulting/legal/public relations team to develop and execute a strategy which would ensure the long-term viability of Luke AFB. As a result of the competitive process, a Washington, D.C. based firm, Hyjek & Fix, Inc., was selected. Through the collaborative efforts of the West Valley communities, Arizona's Congressional Delegation and Hyjek & Fix, Inc., the Air Force announced in August 2012 that Luke AFB was the selected site for F-35 Active Duty Training.

The current contract expires December 31, 2012. A new contract should be initiated prior to that date so there is no gap in federal representation. Although Luke AFB has been selected as the training site for the F-35, there are still many issues that could threaten Luke's long-term viability including sequestration, federal budget cuts, and any Base Realignment and Closure Commission (BRAC) or other Force Structure Adjustment-related issues.

Hyjek & Fix, Inc. has the background, knowledge, and experience necessary to be successful in lobbying Congress, the Administration, and the Department of Defense to protect and enhance the mission of Luke AFB. The firm has irreplaceable knowledge and relationships that are necessary to fulfill the proposed scope of work as stated in the contract. Additionally, while being administered by the City of Glendale, this contract is unique in that it is shared, paid for, and utilized by 14 member jurisdictions in the West Valley, all of whom have expressed the critical desire for consistent representation of the Base over the next few turbulent years where important defense and financial decisions impacting the Armed Services will be made. All necessary documentation to request a special procurement purchase has been submitted to the Materials Management Department and after careful review, has been approved.

The total annual contract cost is $144,000, of which Glendale's portion is $27,273. The balance of the contract is collected from the 13 other West Valley community partners.

CITY COUNCIL REPORT

Previous Related Council Action

On November 28, 2006, Council approved a contract with Hyjek & Fix, Inc. for federal legislative representation services for the protection of the mission of Luke AFB. In June 2011, Council approved a one year extension to June 2012, and at that time, the contract was extended for an additional six months.

Community Benefit/Public Involvement

Arizona's military industry represents one of the largest industries in the state and generates more than $9 billion in economic impact annually to Arizona. Luke AFB is the largest military installation in the state in terms of the number of personnel it employs (more than 7,000), the population it serves (more than 100,000 base personnel, military families and retirees) and its economic impact to the state of Arizona ($2.17 billion annually).

In addition to protecting our nation's defense and being an economic asset to the state, Luke AFB has a profound impact in our community, as base personnel volunteer more than 100,000 hours annually at local schools, churches, youth sports leagues and non-profit organizations.

Budget and Financial Impacts

Cost	Fund-Department-Account
$27,273	**Intergovernmental Programs 1000-10910-518200**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Jenna Goad, Interim Assistant to the Mayor**
Item Title:	**FEDERAL LEGISLATIVE REPRESENTATION SERVICES FOR THE PROTECTION OF THE MISSION OF LUKE AIR FORCE BASE**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This is a request for City Council to authorize the City Manager to enter into a special procurement professional services agreement with Hyjek & Fix, Inc. for the continuation of federal legislative consultant services for continued protection of the mission of Luke Air Force Base (AFB).

BACKGROUND

In 2006, the West Valley communities of Avondale, Buckeye, El Mirage, Gila Bend, Glendale, Goodyear, Litchfield Park, Peoria, Phoenix, Surprise, Tolleson, Wickenburg, Youngtown and Maricopa County conducted a national search for the hiring of a consulting/legal/public relations team to develop and execute a strategy which would ensure the long-term viability of Luke AFB. As a result of the competitive process, a Washington, D.C. based firm, Hyjek & Fix, Inc., was selected.

A strategic plan was developed by the consulting team and West Valley communities to seek and acquire the designation of Luke AFB as the United States Air Force's F-35 Joint Strike Fighter Active Duty Training site. This designation will secure the future of Luke AFB well into the 21st century. The introduction of the F-35 to Luke AFB is associated with nearly $150 million in anticipated military construction projects. Additionally, Luke AFB's annual $2.17 billion economic impact from employment and purchases of commodities or services will remain strong for decades.

Through the collaborative efforts of the West Valley communities, Arizona's Congressional Delegation and Hyjek & Fix, Inc., the Air Force announced in August 2012 that Luke AFB was the selected site for F-35 Active Duty Training.

ANALYSIS

On November 28, 2006, Council approved a contract with Hyjek & Fix, Inc. for federal legislative representation services for the protection of the mission of Luke AFB. In June 2011, Council

approved a one year extension to June 2012 and at that time the contract was extended for an additional six months.

The current contract expires December 31, 2012. A new contract should be initiated prior to that date so there is no gap in federal representation.

Although Luke AFB has been selected as the training site for the F-35, there are still many issues that could threaten Luke's long-term viability including sequestration, federal budget cuts, and any Base Realignment and Closure Commission (BRAC) or other Force Structure Adjustment-related issues. Additionally, the firm will assist with securing funding for Luke AFB and the Barry M. Goldwater Range and will work to ensure that any potential aircraft or staff departures are minimized to reduce the detrimental impact to Luke AFB.

This agreement is for an initial term of two years (through December 31, 2014) with three one year renewal options, for a maximum potential contract length of five years. The proposed contract represents a significant reduction from past contracts. Following the F-35 Record of Decision, the need for federal lobbying services has been somewhat reduced. Previously, the annual contract was $340,000 of which Glendale's portion was $65,155. The new contract, at a total cost of $144,000 annually, represents over a 50% reduction. Glendale's portion will be $27,273.

Hyjek & Fix, Inc. have developed and demonstrated an in-depth knowledge of Luke AFB's capabilities and the most effective ways to favorably impact the Air Force decision-making process. Their understanding of the nuances of the F-35 mission has been critical to Luke AFB being designated as the selected site for the active duty training. Additionally, Hyjek & Fix, Inc. have played a key role in developing the community and public official support required to secure the West Valley communities ultimate objective of protecting Luke AFB with the F-35 mission.

The loss of Hyjek & Fix, Inc.'s knowledge of the issues surrounding the basing decision and the Environmental Impact Statement process would be detrimental to the overall goal of implementing the F-35 mission at Luke AFB. Further, Hyjek & Fix, Inc. have secured the trust and confidence of the Arizona Congressional Delegation, state and local officials as well as key Air Force decision-makers. Sustaining the trust and confidence of these individuals at this time is of paramount importance to protecting the continued mission viability of Luke.

Hyjek & Fix, Inc. has the background, knowledge, and experience necessary to be successful in lobbying Congress, the Administration, and the Department of Defense to protect and enhance the mission of Luke AFB. The firm has irreplaceable knowledge and relationships that are necessary to fulfill the proposed scope of work as stated in the contract. Additionally, while being administered by the City of Glendale, this contract is unique in that it is shared, paid for, and utilized by 14 member jurisdictions in the West Valley all of whom have expressed the critical desire for consistent representation of the Base over the next few turbulent years where

important defense and financial decisions impacting the Armed Services will be made. It would not be strategically wise or appropriate to change firms in the middle of a multi-year strategy to protect Luke AFB.

All necessary documentation to request a special procurement purchase has been submitted to the Materials Management Department and after careful review has been approved.

FISCAL IMPACTS

The total annual contract cost is $144,000, of which Glendale's portion is $27,273. The balance of the contract is collected from the 13 other West Valley community partners. Glendale invoices each of the partners and serves as the contract administrator.

This is a budgeted expense and funds are available in the FY 2012-13 operating budget of the Intergovernmental Programs Department for Glendale's portion of the contract.

AGREEMENT FOR PROFESSIONAL SERVICES
City Project No. RFP 06-40

This Agreement for Professional Services ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and on behalf of all West Valley cities and towns ("Partners" listed in Exhibit A), and Hyjek & Fix, Inc., a Virginia corporation, authorized to do business in the State of Washington, D.C. ("Consultant"), as of the _____ day of _____, 2012 ("Effective Date").

RECITALS

A. City, together with its Partners, intend to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit B, or an excerpt thereof (the "Project"); and

B. City, together with its Partners, desire to retain the services of Consultant to perform all professional services ("Services") and produce the specific work as set forth in the attached Project; and

C. Consultant desires to provide City and its Partners with professional services consistent with the highest standards of legal and lobbying representation and the standards set forth in this Agreement, in order to complete the Project ("Services"); and

D. City, its Partners and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Subconsultants.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants retained by City, as well as designated agents from the Partners.

1.2 Project Team.

(A) Project Lead Representative.

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

(2) The City has approved the designated Lead Representative, Steven Hyjek.

(B) Project Team.

(1) The Lead Representative and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Lead Representative will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

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

2. Consultant's Work.

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

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

3. Compensation for the Project. Compensation for Consultant's Professional Services, including those furnished by its subconsultants and any related expenses, will not exceed $144,000 annually over the term of this Agreement, as specifically detailed in **Exhibit C** ("Compensation").

4. Billings and Payment.

4.1 Applications.

(A) Consultant will submit monthly invoices (each, a "Payment Application") to the City Manager and City will remit payments based upon the Payment Application.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

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

5. **Termination.**

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

(A) Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

(A) Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Section 5.

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

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

7. **Insurance.**

7.1 **Requirements.** By its signature on this document, Consultant represents that it has sufficient malpractice and errors and omissions insurance coverage commensurate with its responsibilities and obligations under this Agreement.

7.2 **Other Consultants or Vendors.**

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

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

7.3 Subconsultants.

(A) Consultant must also cause its subconsultants to obtain and maintain the appropriate insurance.

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

(C) Consultant and subconsultants must provide to the City proof of the required insurance whenever requested.

7.4 Indemnification.

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

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

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

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Consultant or subconsultant employee who performs work under this Agreement to ensure that the Consultant or any subconsultant is compliant with the warranty under this Section.

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

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

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

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

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

10. **Notices.**

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

(A) The Notice is in writing; and

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

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

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

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

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Michael Fix
Financial Director
Hyjek & Fix, Inc.
1455 Pennsylvania Avenue, N.W., Suite 1111
Washington, D.C. 20004

(B) City. City's representative ("City's Representative") authorized to act on City's behalf, and its address for Notice delivery is:

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

With required copy to:

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

(C) Concurrent Notices.

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

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

(D) Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this Section at least ten days prior to the change.

11. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

(C) The solicitation, any addendums and the response submitted by the Consultant are incorporated into this Agreement as if attached hereto. Any Consultant response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums, the response or any excerpts attached as Exhibit B, and this Agreement will be resolved by the terms and conditions stated in this Agreement.

11.2 Interpretation.

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

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

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

12. **Term.** The term of this Agreement for the continuation of federal legislative consultant services for the protection of the mission of Luke Air Force Base (LAFB) commences upon the effective date and continues until December 31, 2014. This Agreement may be extended or renewed for an additional three (3) one (1)-year terms by written mutual assent of all authorized parties.

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

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

Exhibit A	Project
Exhibit B	Scope of Services
Exhibit C	Compensation
Exhibit D	Dispute Resolution

(Signatures appear on the following Page.)

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

City of Glendale,
an Arizona municipal corporation

_____
By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Hyjek & Fix, Inc.,
a Virginia corporation authorized to
do business in Washington, D.C.

_____
By: Steven Hyjek
Its: Principal

Revised 3/23/11

EXHIBIT A
RFP 06-40

PROJECT

Hyjek & Fix, Inc., will represent the interests of the City of Glendale and its West Valley regional partners: Avondale, Buckeye, El Mirage, Gila Bend, Goodyear, Litchfield Park, Maricopa County, Peoria, Phoenix, Surprise, Tolleson, Wickenburg and Youngtown, to provide high level representation to preserve and retain the mission of Luke Air Force Base (Luke AFB) within Maricopa County, Glendale, Arizona.

.

EXHIBIT B
RFP 06-40

SCOPE OF SERVICES

The regional partners seek a consultant to provide comprehensive federal legislative representation and consulting services. The firm, and any partners with whom it chooses to work, will represent the regional partners on policy issues in Washington, D.C. and assist elected officials and staff with implementing that agenda in order to protect and preserve the mission of Luke AFB in Arizona to the ultimate benefit of our taxpayers and national defense.

The goal of the contract is to achieve measurable long-term, ongoing permanency of the mission of Luke AFB through the support of Pentagon officials and congressional members, congressionally authorized programs, legislation and appropriations to advance this stated agenda.
The regional partners seek to obtain the following required services:

1) **Foster relationships with key Congressional, Administration, and Federal contacts by:**
    - Maintaining close contact with the Arizona Congressional delegation and their staff and providing continued access and visibility with Headquarters, USAF and the Air Force Leadership, in conjunction with the US Congress and pertinent congressional committees.
    - Drafting letters and testimony to clearly articulate the partners' position on Luke AFB matters for the regional partners to send to the Executive Branch and Congress.
    - Support the occasional scheduling, organizing, and execution of visits to Washington, DC by regional partners for the purpose of meeting with Congressional leaders, Pentagon officials, and other Federal agencies including developing a draft agenda, talking points, and appropriate background materials.

2) **Maintain regular communication, reporting, advice, and advocacy to regional partners by:**
    - Communicating through monthly written reports to partners, including information about outcomes achieved.
    - Conferring through a designated point of contact on federal issues that impact the mission of Luke AFB by:
        - Reviewing federal executive proposals, legislation, proposed and adopted administrative rules and regulations, and other federal documents that directly impact the mission of Luke AFB and providing advice on issues that would impact the mission of Luke ABF and take action in concert with the regional partners to achieve the desired goal.
    - Traveling to the Phoenix metro area once per year to provide in-person updates and briefings to the regional partners. If the regional partners request additional trips, the partners will reimburse the consultant for associated travel expenses.

3) **Advocate to preserve the future mission of Luke AFB by:**
   - Monitoring and lobbying the Pentagon and **House and Senate DOD authorization and appropriation members and staff** as necessary to ensure no actions taken by Congress or the DOD adversely affect the mission of Luke AFB.
   - Assisting to secure and safeguard funding for Luke/BMGR (either placed in the President's Budget, or secured via authorizing or appropriations bills such as MILCON) and providing analysis of any proposed funding cuts and the potential impacts on Luke AFB and recommending an action plan to best mitigate the assessed impacts.
   - Assisting with any Base Realignment and Closure Commission (BRAC) or other Force Structure Adjustment-related issues and recommending an action plan to mitigate potential concerns and promote Luke AFB's strengths.
   - Occasionally consulting on necessary local and state actions to better prepare Luke AFB for future mission needs, including land and air space encroachment, and providing analysis of how proposed state and local actions may impact federal decision making processes (i.e.: regulatory takings or eminent domain legislation).

4) In addition to attending to all of the above-mentioned tasks, Consultants will:
   - Assist in securing and implementing new missions at Luke AFB, including assistance in securing related funding.
   - Assure that any potential aircraft or staff departures are minimized or are timed to not adversely affect or have a detrimental impact on Luke AFB.

EXHIBIT C
RFP 06-40

COMPENSATION

The total amount of compensation which may be paid to Consultant shall not exceed $144,000 annually over the term of the Agreement. Should additional trips to Arizona be required (besides the annual trip noted in Exhibit B and covered by the existing compensation) under this Agreement, the West Valley Partners will reimburse Consultant for the reasonable costs of the trip(s). By agreement with the West Valley regional partners, the City's proportional monthly share of the $12,000 per month amount is approximately $2,273.00.

EXHIBIT D
RFP 06-40

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

(A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will

then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

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

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

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

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

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

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

4. Exceptions.

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

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

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

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **CONSTRUCTION AGREEMENT WITH MCKENNA CONTRACTING, LLC**
Staff Contact: **Elaine Adamczyk, Housing Services Administrator**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with McKenna Contracting, LLC, in an amount not to exceed $110,480. This construction agreement will allow the City of Glendale's Community Housing Division to replace aging windows and doors within Glendale Public Housing.

Background Summary

The Glendale Community Housing Division maintains three public housing complexes in three separate locations, with a total of 155 apartments. There are 51 apartments at Lamar Homes located at 6100 West Lamar Rd, 70 apartments at Glendale Homes located at 5215 West Ocotillo and 34 apartments at Cholla Vista Apartment Homes located at 5320 West Maryland Avenue.

As part of the ongoing maintenance program, all windows in the 51 Lamar Homes apartments will be replaced along with 30 exterior doors at the same complex. New windows will be double pane low-e insulated windows. The new doors will be insulated fiberglass doors.

Previous Related Council Action

Council approved funding for this project during the adoption of the FY 2010-11 CDBG Annual Action Plan.

Community Benefit/Public Involvement

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

CITY COUNCIL REPORT

Budget and Financial Impacts

Cost	Fund-Department-Account
$110,480	**1320-31089-518200**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

Bid Tab

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Elaine Adamczyk, Housing Services Administrator**
Item Title:	**CONSTRUCTION AGREEMENT WITH MCKENNA CONTRACTING, LLC**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information on a proposed contract with McKenna Contracting, LLC, to provide and install window and doors to apartments within Glendale Public Housing. The purpose of this report is to request the City Manager place this item on an agenda for City Council consideration.

BACKGROUND

The Glendale Community Housing Division maintains three public housing complexes in three separate locations, with a total of 155 apartments. There are 51 apartments at Lamar Homes located at 6100 West Lamar Rd, 70 apartments at Glendale Homes located at 5215 West Ocotillo, and 34 apartments at Cholla Vista Apartment Homes located at 5320 West Maryland Avenue.

As part of the ongoing maintenance program, all windows in the 51 Lamar Homes Apartments will be replaced along with 30 exterior doors at the same complex. New windows will be double pane, low-e insulated windows and insulated fiberglass exterior doors. Existing doors are hollow metal, installed 18 years ago, and the existing windows are single pane.

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

ANALYSIS

The Glendale Community Housing Division was successfully awarded a Community Development Block Grant to replace aging public housing windows and doors during the Fiscal Year (FY) 2010-11 funding cycle in the amount of $200,000.

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

The city's Engineering Division followed the city procurement process, a Request for Proposal was issued and bids were received. McKenna Contracting, LLC, was identified as the most qualified bidder.

FISCAL IMPACTS

Council approved funding this project during the adoption of the FY 2010-11 CDBG Annual Action Plan.

Of the awarded $200,000, $41,775.04 was used for critical emergencies such as door replacement, window replacement and the purchases of door hardware (locks, deadbolts, hinges and doorknobs).

Funds in the amount of $158,224.96 are available to construct all proposed window and door replacements through the approved Community Development Block grant account (1320-31089-518200).

No General Funds will be used for this project.

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and McKenna Contracting LLC, an Arizona limited liability company ("Contractor") as of the _____ day of _____, 20__.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions;**

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

AGREEMENT

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

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

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

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

(C) Sub-contractors.

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

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

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

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within ninety (90) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

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

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

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

3.4 **Coordination; Interaction.**

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $110,480.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

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

5. Billings and Payment.

5.1 **Applications.**

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

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

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

(B) Payment may be subject to or conditioned upon City's receipt of:

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

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

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

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

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

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

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

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

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

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

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

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

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

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

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

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

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's

liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

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

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

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

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

(G) Certificates of Insurance.

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

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

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

(H) Other Contractors or Vendors.

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

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

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

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

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

7.2 Sub-contractors.

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

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

Agreement.

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

7.3 Indemnification.

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

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

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

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.

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

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

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

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

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

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

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

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

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

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

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

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

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

City of Glendale
Attn: Mike Johnson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale City of Glendale

City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

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

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

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

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

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

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

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

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

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

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

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

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

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination

will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

_____
By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

McKenna Contracting, LLC
an Arizona limited liability company

_____
By: David McKenna
Its: Member

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

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Provide labor and materials to replace doors and windows in various apartment units in the Lamar Housing Complex.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $110,480.00.

DETAILED PROJECT COMPENSATION

Base Bid	$ 87,101.00
Alternate No. 1	$ 23,379.00
Total	$110,480.00

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

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

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

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

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

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

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

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

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

4. Exceptions.

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

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

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

BID TABULATION

PROJECT# 111212 - LAMAR HOUSING COMPLEX - DOORS AND WINDOWS REPLACEMENT

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

DATE: September 20, 2012 - 9:00 a.m.

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUM 1	**BASE BID TOTAL COST**	**ALTERNATE NO. 1 TOTAL COST**	**BASE BID & ALT. #1 GRAND TOTAL COST**
1	MCKENNA CONTRACTING, LLC	BB	YES	*$ 87,101.00*	*$ 23,379.00*	*$ 110,480.00*
2	G&G SPECIALTY CONTRACTORS, INC.	BB	YES	*$ 137,087.00*	*$ 20,241.00*	*$ 157,328.00*
3	FCI CONSTRUCTORS, INC.	BB	YES	*$ 171,541.60*	*$ 13,034.63*	*$ 184,576.23*
4						
5						
6						
7						
8						
9						
10						

Engineers Estimate: $148,000,000

Time of completion for this project is ninety (90) consecutive days from and including the date of receipt of the notice to proceed.

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**AWARD OF PROPOSAL 13-01, PHILIPS DEFIBRILLATOR SERVICE AGREEMENT**
Staff Contact:	**Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to award proposal 13-01 and authorize the City Manager to enter into an agreement for Philips Defibrillator Service with Philips Healthcare for five years.

Background Summary

The Glendale Fire Department (GFD) uses 29 Philips MRX defibrillators/heart monitors. These portable monitors are stored on apparatus and are readily available for all emergency incidents. The defibrillators provide paramedics the ability to evaluate and treat patients based on their heart rhythm, heart rate, oxygen level and blood pressure. The monitors allow paramedics to quickly determine the method of treatment including defibrillation of patients who may be in cardiac arrest. These monitors are essential pieces of emergency medical equipment in treating patients with potentially life threatening illnesses or symptoms. This agreement ensures the defibrillators are up-to-date on software, ongoing maintenance, and semi-annual manufacturer performance inspections.

Community Benefit/Public Involvement

Sudden cardiac arrest is the leading cause of death of adults and accounts for 325,000 annual adult deaths in the United States. Eighty-five percent of all out-of-hospital cardiac arrests occur either at work or at home. A treatment delay of four to five minutes decreases survival rates by as much as 40 percent and a delay of 10 minutes or longer results in death 95 percent of the time. Sudden cardiac arrest requires immediate treatment with a working defibrillator. This device sends an electric shock to the heart in an attempt to restore a normal heart rhythm and pulse. The Philips MRX monitors have been in-service and worked well for the citizens of Glendale since 2006. The community will benefit with fully functioning, well maintained and updated Philips MRX monitors and this contract will ensure their operational effectiveness for the next five years.

Budget and Financial Impacts

The breakdown below is for one year, $32,298. This same breakdown will be used for years two through five. Funds are available in the Fiscal Year 2012-13 budget.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$21,160	**1000-12436-518200 (Fire Medical-Professional/Contractual)**
$3,343	**1000-12436-524400 (Fire Medical-Line Supplies)**
$5,568	**1000-12520-518200 (Stadium-Professional/Contractual)**
$2,227	**1000-12492-518200 (H.A.L.O.-Professional/Contractual)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Mark Burdick, Fire Chief**
Item Title:	**AWARD OF PROPOSAL 13-01, PHILIPS DEFIBRILLATOR SERVICE AGREEMENT**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information on Award of Proposal 13-01, Philips Defibrillator Service Agreement (Agreement). The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The Glendale Fire Department (GFD) currently has 29 Philips MRX defibrillators/heart monitors. These portable monitors are stored on apparatus and are readily available for all emergency incidents. The defibrillators provide GFD Paramedics the ability to evaluate and treat patients based on their heart rhythm, heart rate, oxygen level and blood pressure. The monitors allow GFD Paramedics to quickly determine the method of treatment including potentially defibrillating, or shocking, patients who may be in cardiac arrest. These monitors are an essential piece of emergency medical equipment in treating patients with potentially life threatening illnesses or symptoms.

Each shift, the firefighters conduct inspections of the defibrillators in order to confirm they are in proper working order. This Agreement ensures the defibrillators are up-to-date on software, ongoing maintenance, and semi-annual manufacturer performance inspections. This Agreement also ensures that the defibrillators are functioning to modern emergency medical science standards.

ANALYSIS

The initial purchase of the defibrillators was completed in 2006 through the procurement process. Included in this purchase was a five year service plan which expired in 2011. Glendale then purchased a one year service agreement in order to ensure the defibrillators were in working order while staff prepared a Request for Proposal. The current warranty and performance contract expired on November 30, 2012. The new Agreement will be effective upon Council's approval. There will be a lapse of maintenance coverage for 10 days. The defibrillators will still work and in the event one becomes inoperable during this time, GFD will use a spare defibrillator

until the service agreement is back in effect. Staff is prepared to proceed immediately upon approval. The service work provided by Philips Healthcare is paramount to the heart monitors performance during emergency medical situations of all types.

The city has completed its evaluation process of the offers received for RFP No. 13-01. Philips Healthcare was the only response received for this RFP. Staff's recommendation is to award the solicitation to Philips Healthcare. If Council decided to decline this Agreement, the potential costs associated with repairing this sensitive equipment would greatly exceed the cost of the Agreement.

FISCAL IMPACTS

This agreement has been budgeted through a combination of the fire medical services and special events/operations budgets. This agreement will be billed annually with the first installment due upon approval of the Agreement. The annual fee is $32,298 for 29 units. The RFP allows GFD to add or remove units from the agreement. GFD anticipates purchasing additional units prior to the end of the five year agreement.

C-

AGREEMENT FOR PHILIPS DEFIBRILATOR MAINTENANCE AND PERFORMANCE SERVICES

RFP 13-01

This Agreement for Philips Defibrilator Maintenance and Performance Services ("Agreement") is effective and entered into between City of Glendale, an Arizona municipal corporation ("City"), and Philips Healthcare Informatics Inc., a Delaware corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2012.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 13-01 (the "Project");

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

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

AGREEMENT

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

1. Key Personnel; Subcontractors.

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

1.2 Project Team.

A. Project Manager.

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

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

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

B. Project Team.

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

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

C. Discharge, Reassign, Replacement.

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

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

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

D. Subcontractors.

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

(2) Contractor will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City, unless the Subcontractor was previously mentioned in the response to the solicitation.

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

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

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

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

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

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

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

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

3.4 Coordination; Interaction.

A. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

B. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

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

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

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

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

C. City Use.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors shall not exceed **$172,627** over the entire term, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

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

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

(1) Completed work generated by Contractor and its Subcontractors; and

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

8. Insurance.

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

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

(B) General Liability. Contractor must at all times relevant hereto carry a commercial general liability policy as set forth below:

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000
Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

(C) Auto. A business auto policy including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

(D) Workers' Compensation and Employer's Liability.

(1) Workers' Compensation Statutory

Employer's Liability

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Each Policy Limit	$500,000

(2) 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. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

(3) Contractor further agrees that she shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of her sub-contractors, shall be considered the employees of such Contractor, or her sub-contractor(s), and not the employees of the City.

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

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

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

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

(F) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to Material Management Department, 5850 West Glendale Avenue, Glendale, Avenue, Suite 317, Glendale, Arizona 85301 a copy of the policy or a certification by the insurance carrier, showing the Contractor and each Sub-contractor to have in effect during the term of this contract, the policies and coverages in accordance with the provisions of this section. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of the cover limits required by this Agreement.**

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

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

(G) Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

9. Indemnification.

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

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

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

10. Immigration Law Compliance.

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

10.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

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

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

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

10.7 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.

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

12. Notices.

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

A. The Notice is in writing; and

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

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

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

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

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

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

12.2 Representatives.

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

Philips Healthcare
c/o Dan Caron
3000 Minuteman Road, MS-0400
Andover, MA 01810

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

City of Glendale
c/o Tim Pirtle
Deputy Fire Chief, Fire Administration
5800 West Glenn Drive, Suite 350
Glendale, Arizona 85301
623-930-4415

With required copy to:

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

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

C. Concurrent Notices.

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

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

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

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

C. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

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

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

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

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

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

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

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

15. Term. The term of this Agreement commences upon the effective date and continues for a period of five (5) years. No per unit price adjustments will be reviewed during the five-year term of the Agreement. There are no automatic renewals of this Agreement.

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

_____
Horatio Skeete, Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Philips Healthcare Informatics Inc.,
a Delaware corporation authorized to do business in Arizona

_____
By: Vincent Clements
Its: Director of Sales/Support

EXHIBIT A

PHILIPS DEFIBRILATOR MAINTENANCE AND PERFORMANCE

RFP 13-01

PROJECT

[see attached]

AGREEMENT FOR PHILIPS DEFIBRILATOR MAINTENANCE AND PERFORMANCE
RFP 13-01

1.1 SCOPE OF WORK

The City currently has 29 HeartStart MRx Defibrillators that will require maintenance under this contract. However, the City reserves the right to add, change, and delete the number of units throughout the life of the contract to fit the City's needs. Maintenance, repair and other services provided shall be conducted in accordance to the manufactures requirements.

1.1.1 Maintenance and Repair

1.1.1.1 Maintenance shall be performed as needed in accordance to the Philips recommendations and requirements for proper operation of the units.

1.1.1.2 Repairs shall be completed as needed and/or due to equipment malfunction which includes repair service, labor, and the cost of Philips brand replacement parts for the Philips specified equipment.

1.1.2 Current Equipment Standards

Technology updates shall be performed which includes both hardware and software updates recommended and provided from Philips as the manufacturer.

1.1.3 Performance Service

1.1.3.1 Each monitor shall be serviced at least annually and shall include but not be limited to: general system inspection, review of system operation, calibrations, system lubrication and filter replacement or cleaning, completing operational and reliability field engineering change notices or updates, and other remedial maintenance of a non-emergency nature that is recommended and required by the manufacturer.

1.1.3.2 Repairs shall be completed on-site or in the Contractor's business office. Shipping units or parts to outsourced subcontractors shall not be permitted without written permission from a City Fire Department representative.

1.2 TEMPORARY SERVICE UNITS

1.2.1 While under maintenance service or repair, the Contractor shall provide the City with a temporary service (loaner) unit of equal or greater value that provides the same capabilities until the City's unit is serviced and returned. If the original unit is not repaired and returned within 6 months, the loaner unit will be kept as a replacement machine in place of the original unit. There will be no charges to the City for the replacement unit.

1.2.2 If a unit becomes inoperable due to Contractor misuse, a replacement unit with the same capabilities and with equal or greater value shall be provided.

1.3 SERVICE COVERAGE AVAILABILITY

Service shall be performed during normal business hours which are defined as Monday thru Friday, 8:00 a.m. to 5:00 p.m. (Arizona time).

1.3.1 Emergency service availability shall be offered on an as needed, if needed basis.

1.3.2 Response time from callout should be no more than 72 hours.

1.4 CONTRACTOR'S RESPONSIBILITIES

Additional Contractor responsibilities associated with this service include but are not limited to the following.

1.4.1 The Contractor shall ensure the equipment site is maintained and free of biological hazards.

1.4.2 The Contractor shall dispose of any hazardous or biological waste generated as a result of the servicing of the equipment.

1.4.3 The Contractor shall operate the equipment according to manufacturer specifications.

1.5 CONTINUED SERVICE

The City reserves the right to add, change, or delete equipment throughout the life of the contract to ensure the full maintenance and repair service continues throughout the term of the resulting contract.

EXHIBIT B

PHILIPS DEFIBRILATOR MAINTENANCE AND PERFORMANCE

RFP 13-01

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment will be made on an annual basis based at the per unit price of $1,113.72 and will be paid in accordance with the City's payment terms. The first year payment for 29 units is $32,297.88. Future annual payments will be calculated based on the per unit price of $1,113.72 times the number of units to be served during that year.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $172,627.

DETAILED PROJECT COMPENSATION

See above.

EXHIBIT C

PHILIPS DEFIBRILATOR MAINTENANCE AND PERFORMANCE

RFP 13-01

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

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

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

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

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

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

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

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

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

4. Exceptions.

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

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

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

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**AWARD OF BID 13-03, LIGHT TOWER RENTALS FOR STADIUM AND ARENA EVENTS**
Staff Contact:	**Debbie Albert, Principal Engineer, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to award the bid and authorize the City Manager to enter into an agreement with Pride Group, LLC in an amount not to exceed $100,000 annually for rental of light towers for events held at Jobing.com Arena and University of Phoenix Stadium.

Background Summary

By agreements with various Stadium and Arena partners, the city is responsible for providing improved parking spaces for events held at Jobing.com Arena and University of Phoenix Stadium. Such improvements include lighting, through either permanent or temporary means, to provide for safety and security within these parking lots. Temporary lighting is also used to supplement street lighting in areas of high pedestrian activity on event days, as well as to support the spectator shuttle the city operates during large stadium events. As a result of moving a portion of the parking allotment from one large, centralized location to three temporary lots near Westgate City Center, there has been an increase in the number of towers required from previous years.

Due to this increased need for parking lot lighting, the city issued Invitation for Bid (IFB) 13-03 for light tower rentals. Pride Group, LLC submitted the only responsive and responsible bid. The resulting contract is for one year with the option to renew annually for up to four additional years, subject to the agreement of both parties.

Previous Related Council Action

On June 12, 2012, Council awarded the bid and authorized the City Manager to enter into a construction agreement with Regional Pavement Maintenance of Arizona, Inc. to construct two temporary parking lots at Westgate City Center.

On June 12, 2012, Council authorized the City Manager to enter into an access agreement with Outlets at Westgate, LLC and to execute the easements provided under that access agreement for access to the parking lot leased from the Arizona Department of Transportation (ADOT).

On May 22, 2012, Council authorized the City Manager to enter into an intergovernmental agreement with ADOT for the lease of 9.84 acres of property at the southeast corner of Glendale

Avenue and Loop 101 for temporary parking for major events in the Sports and Entertainment District.

On May 22, 2012, Council authorized the City Manager to enter into a temporary parking lease agreement with The New Westgate, LLC for the use of Lot 5 of Westgate for temporary parking for major events.

Community Benefit/Public Involvement

Parking lot lighting provides for improved safety and security within the lots. Additional lighting in high-pedestrian areas assists in efficiently moving people to and from the event venues.

Budget and Financial Impacts

The estimated annual cost to provide light towers assuming 58 Arena and Stadium events is $80,000 including equipment and fuel usage. However, the recommended not-to-exceed contract amount of $100,000 per year will account for additional unplanned events that may arise throughout the year, such as playoff games and concerts.

Expenditures will be made from the following three accounts, based on need.

Cost	Fund-Department-Account
$100,000	**1281-16840-518200 (Stadium-Transportation Ops.)** **1281-16845-518200 (Transportation-Fiesta Bowl Event)** **1282-16830-518200 (Arena-Transportation Ops.)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Debbie Albert, Principal Engineer, Transportation Services**
Item Title:	**AWARD OF BID 13-03, LIGHT TOWER RENTALS FOR STADIUM AND ARENA EVENTS**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report explains the proposed contract for light tower rentals for events held at Jobing.com Arena and University of Phoenix Stadium. The purpose of this report is to request that the City Manager place this item on an agenda for City Council action.

BACKGROUND

By agreements with various Stadium and Arena partners, the city is responsible for providing improved parking spaces for events held at Jobing.com Arena and University of Phoenix Stadium. Such improvements include lighting, through either permanent or temporary means, to provide for safety and security within these parking lots. Temporary lighting is also used to supplement street lighting in areas of high pedestrian activity on event days, as well as to support the spectator shuttle the city operates during large stadium events.

In previous seasons, the city has only provided temporary lighting for off-site overflow stadium parking and for shuttle operations. As a result of moving a portion of the parking allotment from one large, centralized location to three temporary lots near Westgate City Center, there has been an increase in both the number of towers required and the number of events at the Stadium and Arena.

ANALYSIS

Due to the need for additional lighting, staff issued Invitation for Bid (IFB) 13-03 for light tower rental for parking lot lighting for Arena and Stadium events. Staff recommends awarding IFB 13-03 and authorizing the City Manager to enter into a contract with Pride Group, LLC in an amount not to exceed $100,000 per year for light tower rentals for special events.

Prior to releasing the IFB, two scenarios to provide lighting for parking lots were evaluated. Staff looked at the feasibility of installing permanent lighting versus the use of temporary lighting. Installation of permanent lighting would require establishment of new service from Salt River

Project (SRP), design of the lighting improvements and installation of equipment. Prior to completing a cost estimate for permanent installation and ongoing electricity, staff determined there was not sufficient time in the construction schedule to complete each of these steps and meet the deadlines for completion of construction of permanent lighting. Additionally, several of the properties that require lighting are not owned by the city; therefore, the timeline for use could not be established.

When evaluating temporary lighting, staff compared the cost of renting light towers per event versus purchasing the same equipment. The cost of renting equipment was estimated to be approximately $200 per day, and the purchase cost was $9,000; therefore, the city would recoup its purchase cost by the 46th event. It is estimated there are 48 Arena and 10 Stadium events that would require light towers each year.

The cost of fuel was not included as it would be the same in both instances and typically costs $6.00 to $8.00 per gallon, which includes delivery. Based on this information, the city purchased five light towers for use in lots or areas that would be used most frequently for parking, reducing the total quantity of towers to be rented. The remaining light tower locations were identified as candidates for a rental agreement since they are used in areas primarily to support Stadium events, which occur 10 to 15 times per year. These events could include soccer, football or concerts.

Responses were received for IFB 13-03 on July 27, 2012. Pride Group, LLC submitted the only responsible, responsive bid. The contract is for one year with the option of four annual renewals, subject to the agreement of both parties.

FISCAL IMPACTS

Per the Pride Group, LLC response to the IFB, the cost of renting three light towers for each Arena event is $624.94. With 48 events requiring supplemental lighting, the total annual cost of light tower rentals for Arena events is estimated at $30,000. The cost of equipment rental for each Stadium event is $3,734.90. This cost includes 20 towers for an anticipated 10 events per year, which totals an estimated $37,350. Fuel will be charged based on the actual usage at $7.50 per gallon.

Based on these estimates, annual expenditures will total approximately $80,000. The recommended not-to-exceed contract amount of $100,000 per year will account for additional unplanned events that may arise throughout the year, such as playoff games.

Funds for these expenses are available in the Fiscal Year 2012-13 operating budget in the Stadium, Fiesta Bowl and Arena Transportation Operations Accounts (1281-16840-518200, 1281-16845-518200, and 1282-16830-518200).

AGREEMENT FOR

Light Tower Rentals

City of Glendale Solicitation No. IFB 13-03

This Agreement for light tower rentals ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and PRIDE Group, LLC, an Arizona Limited liability company, (the "Contractor"), as of the _____ day of _____, 2012.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 13-03 (the "Project");

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

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

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

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

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

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

b. Project Team.

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

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

c. Discharge, Reassign, Replacement.

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

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

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

d. Sub-contractors.

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

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

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

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

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

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

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

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

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

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

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

3.4 Coordination; Interaction.

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

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

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

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

3.5 Work Product.

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

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

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

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

c. City Use.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $100,000 annually, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

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

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

8. Insurance.

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

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

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

(B) General Liability. Contractor must at all times relevant hereto carry a commercial general liability policy as set forth below:

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000
Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

(C) Auto. A business auto policy including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

(D) Workers' Compensation and Employer's Liability.

(1) Workers' Compensation Statutory

Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Each Policy Limit	$500,000

(2) 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. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

(3) Contractor further agrees that she shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of her sub-contractors, shall be considered the employees of such Contractor, or her sub-contractor(s), and not the employees of the City.

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

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

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

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

(F) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to Material Management Department, 5850 West Glendale Avenue, Glendale, Avenue, Suite 317, Glendale, Arizona 85301 a copy of the policy or a certification by the insurance carrier, showing the Contractor and each Sub-contractor to have in effect during the term of this contract, the policies and coverages in accordance with the provisions of this section. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of the cover limits required by this Agreement**.

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

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

(G) Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

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

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

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

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

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

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

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

11. **Notices.**

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

a. The Notice is in writing; and

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

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

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

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

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

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

11.2 Representatives.

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

Clint Mills, Vice President
c/o PRIDE Group, LLC
P.O. Box 11100
Chandler, Arizona 85248
480-663-3911

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

City of Glendale
c/o Debbie Albert, Principal Engineer
Intelligent Transportation Department
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301
623-847-7524

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

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

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

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

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

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

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

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

15. **Liquidated Damages.** If Contractor fails to deliver the supplies or perform the services required by The Project within the time frames specified in this Agreement, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor will pay to the City as fixed, agreed, and liquidated damages for each calendar day or partial calendar day of delay, the amount of $200.00 per light tower. Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault or negligence of Contractor. City will determine in its sole discretion what is beyond the control of the Contractor.

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Horatio E. Skeete
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

PRIDE Group, LLC,
an Arizona limited liability company

_____

By: Clint Mills
Its: Vice President - Equipment

(Revised 11/7/11)

EXHIBIT A

Agreement for Light Tower Rentals (IFB 13-03)

PROJECT

[See attached]

EXHIBIT A

AGREEMENT FOR LIGHT TOWER RENTAL (IFB 13-03)

PROJECT

City desires to rent light towers from Contractor for events at the University of Phoenix Stadium ("Stadium") and Jobing.com Arena ("Arena") between September 2012 through August 2013, in accordance with the IFB 13-03, Scope of Work and Special Terms and Conditions (attached and incorporated hereto). It is anticipated that 21 light towers will be utilized for each football or other large event at the Stadium ("Stadium Event") and 3 light towers will be utilized for each NHL hockey game or other event at the Arena ("Arena Event). In the City's sole discretion, should Contractor be unable to provide satisfactory performance or the required number of light towers under the Agreement, light towers may be rented from another company.

The placement for the light towers at the Stadium and Arena will be as set forth in Appendix A to IFB 13-03 (attached and incorporated hereto), unless otherwise instructed by the City prior to delivery of the light towers for any Stadium Event or Arena Event.

2.0 SCOPE OF WORK

2.1 LIGHT TOWER DESCRIPTION

The light towers shall be self-powered and have 4 lights of 1000 watts each on a 30' tower that are capable of a 360-degrees rotation to illuminate in any direction.

2.2 LIGHT TOWER LOCATIONS

The attached maps show 21 light towers with the following placements for Stadium events:

2.2.1 6 in the Brown Lot
2.2.2 2 at Kellis High School with 1 positioned along 91st Ave.
2.2.3 2 near Arena Lot G
2.2.4 8 in a combined Lot X & H

For Arena events:
2.2.4 3 in Lot X

This is an estimated number of light towers that will be needed for typical events. Regarding individual games this number may be adjusted upward or downward depending on the needs of the specific event. The attached maps (see Appendix

A) show the approximate locations of the light towers. On the date of delivery, the City will meet with the Contractor to identify exact placements.

2.3 DATES

A tentative list of dates that require light towers is included as Appendix B; however, additional events may be announced including playoff football/hockey games or other large events that will require light towers. Additionally, the City may determine that light towers are not needed for an event. No guarantee is made that light towers will be required on the dates shown. The City will notify the Contractor of potential schedule changes and/or cancellations as soon as the City has such information.

2.4 LIGHT TOWER SETUP

The lights shall be pointed to illuminate the areas as shown on the maps included as Appendix A. The City will turn the light towers on and off. The Contractor shall ensure that the light towers are in working order when they are dropped off. The Contractor shall provide keys to the City if keys are necessary to turn the light towers on and off. The Contractor shall deliver and make ready for use the light towers no later than 5 P.M. on the last business day prior to the scheduled event. The Contractor shall take care not to damage landscaping and other street or parking lot features when delivering and installing the light towers. The Contractor shall be responsible for any damage that they may cause in association with, but not limited to, installation, removal or maintenance of the light towers. Contractors shall not install any light tower in an area which will impede the safe flow of vehicle or pedestrian traffic.

2.5 LIGHT TOWER TEAR DOWN

The Contractor is responsible for lowering the mast and preparing the light towers for transport at the end of the rental period. Light towers may be picked up on the day following the event beginning at 6 A.M. At the Contractor's option, light towers may be left in place following an event so that they do not have to be picked up and redelivered for a subsequent event. The exception to this option is that the light towers at Kellis High School shall be removed after each event. Leaving light towers in place is solely at the Contractor's discretion; therefore the

Contractor shall not charge the City for rental fees, theft/damage waivers, environmental fees, pickup/drop-off charges or any other expense associated with opting not to move the light towers. Additionally, the Contractor assumes all risk while the light towers are left in place.

2.6 THEFT AND DAMAGE

The City will not take responsibility for any light tower until that has been delivered on site and signed for by a City representative. The Contractor shall offer theft and damage waiver in the bid. The City will at their discretion choose whether or not to purchase theft and damage waivers.

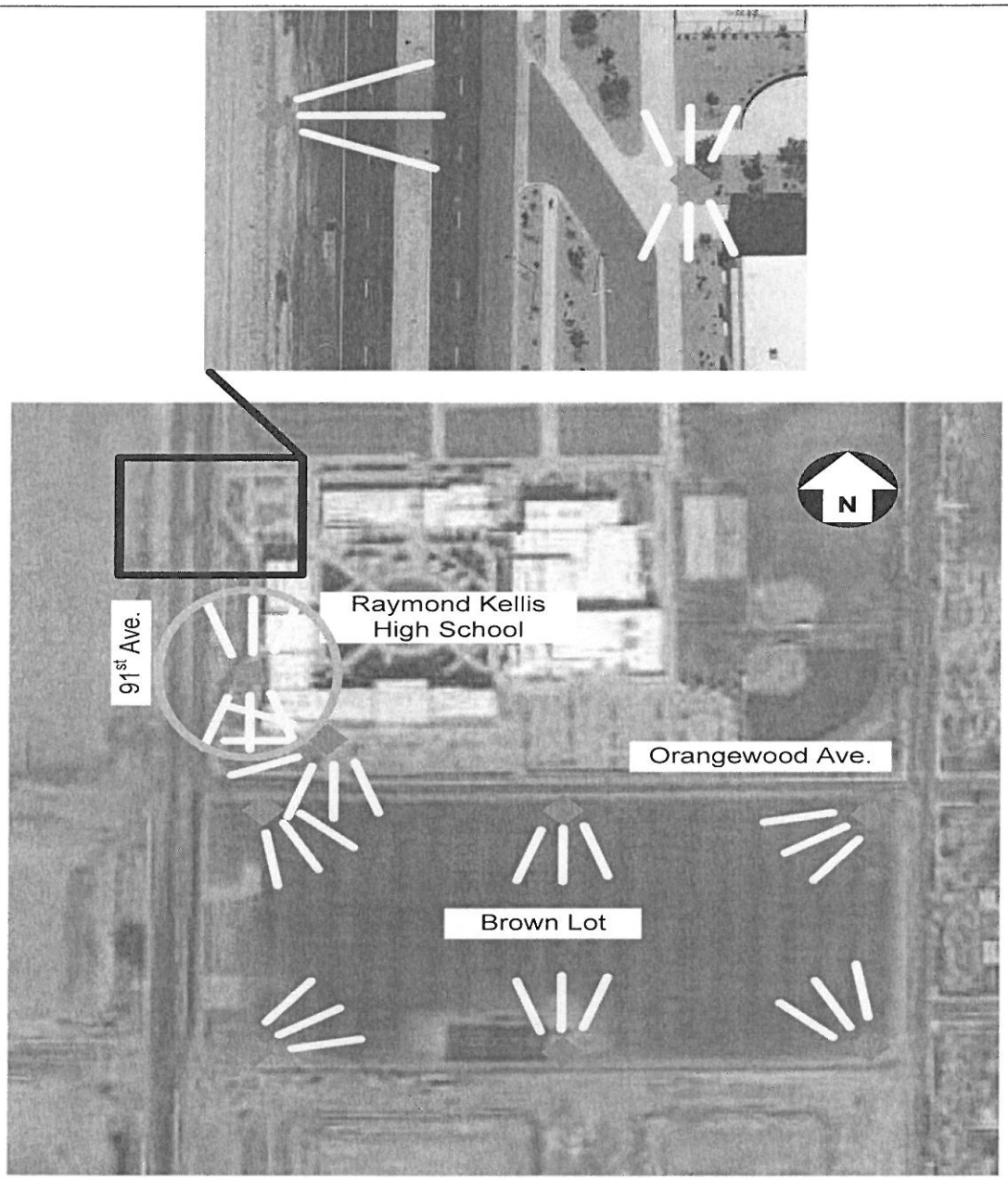
2.7 ANTI THEFT DEVICES

At the Contractor's option, antitheft devices such as tire boots may be installed on the light towers; however, the City shall be given the means (keys and/or tools) to disable the device so the light tower can be moved if necessary. No additional payment will be made for this item.

6.0 SITE MAPS FOR LIGHT TOWER PLACEMENT

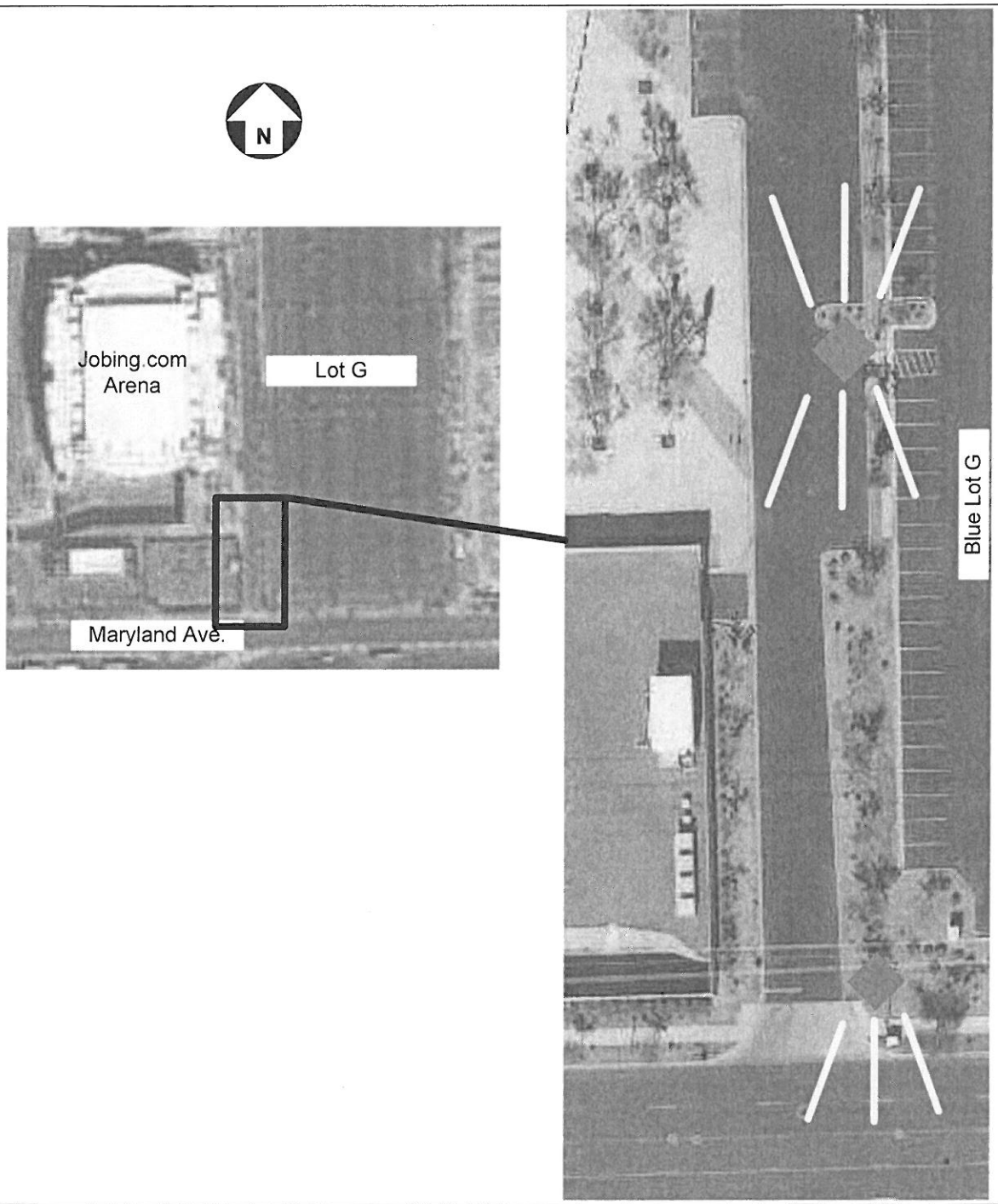
6.1 STADIUM LAYOUT MAPS

◆ Indicates light tower location Indicates area where light is desired
Legend for Maps



Stadium Layout (1 of 3)

Raymond Kellis High School Light Towers (10 Total). **Do not block sidewalks.**



Stadium Layout (2 of 3)

Lot G Light Towers (2 Total)

GLENDALE	**Solicitation Number: IFB 13-03** **Light Tower Rentals for Special Events** **APPENDIX A**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Stadium Layout (3 of 3)

Lot X & H Light Towers (8 Total)

6.1.2 ARENA LAYOUT MAP

Arena Layout (1 of 1)

GLENDALE	**Solicitation Number: IFB 13-03** **Light Tower Rentals for Special Events** **APPENDIX B**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

7.0 **LIST OF DATES REQUIRING LIGHT TOWERS** Some events may be subject to change or cancellation. The City reserves the right to cancel light tower rentals for any events listed below. Additionally, the City reserves the right to add events to this request.

	ARENA EVENT
	STADIUM EVENT

Day	Date	Event Name	Type of Event	Location	Start Time
		2012 June			
Monday	September 24	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Tuesday	September 25	Red Hot Chili Peppers	Concert	Arena	8:00 PM
Saturday	September 29	Justin Bieber	Concert	Arena	7:00 PM
Sunday	September 30	Cards vs. Dolphins	Football	Stadium	1:05 PM
		2012 October			
Saturday	October 6	Coyotes vs. Sharks	Hockey	Arena	6:00 PM
Saturday	October 13	Coyotes vs. Stars	Hockey	Arena	6:00 PM
Sunday	October 14	Cards vs. Bills	Football	Stadium	1:05 PM
Thursday	October 18	Coyotes vs. Flames	Hockey	Arena	7:00 PM
Saturday	October 20	Coyotes vs. Ducks	Hockey	Arena	6:00 PM
Sunday	October 21	Carrie Underwood	Concert	Arena	7:00 PM
Thursday	October 25	Coyotes vs. Predators	Hockey	Arena	7:00 PM
Monday	October 29	Cards vs. 49ers	Football	Stadium	5:30 PM
		2012 November			
Friday	November 2	Eric Church	Concert	Arena	8:00 PM
Saturday	November 10	Coyotes vs. Sabres	Hockey	Arena	6:00 PM
Tuesday	November 13	Coyotes vs. Sharks	Hockey	Arena	7:00 PM
Thursday	November 15	Coyotes vs. Hurricanes	Hockey	Arena	7:00 PM
Monday	November 19	Coyotes vs. Ducks	Hockey	Arena	7:00 PM
Wednesday	November 21	Coyotes vs. Oilers	Hockey	Arena	7:30 PM
Friday	November 23	Coyotes vs. Avalanche	Hockey	Arena	7:00 PM
Sunday	November 25	Cards vs. Rams	Football	Stadium	2:15 PM
		2012 December			
Wednesday	December 5	Coyotes vs. Wild	Hockey	Arena	7:30 PM
Saturday	December 8	Coyotes vs. Panthers	Hockey	Arena	6:00 PM
Tuesday	December 11	Coyotes vs. Blue Jackets	Hockey	Arena	7:00 PM
Sunday	December 16	Cards vs. Lions	Football	Stadium	2:05 PM
Thursday	December 20	Coyotes vs. Blues	Hockey	Arena	7:00 PM

Saturday	December 22	Coyotes vs. Stars	Hockey	Arena	6:00 PM
Sunday	December 23	Cards vs. Bears	Football	Stadium	2:15 PM
Thursday	December 27	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Saturday	December 29	Coyotes vs. Avalanche	Hockey	Arena	6:00 PM
Monday	December 31	Coyotes vs. Flyers	Hockey	Arena	7:00 PM

2013 January					
Wednesday	January 2	Coyotes vs. Predators	Hockey	Arena	7:30 PM
Thursday	January 3	Fiesta Bowl	Football	Stadium	
Saturday	January 5	Coyotes vs. Rangers	Hockey	Arena	6:00 PM
Thursday	January 10	Coyotes vs. Sharks	Hockey	Arena	7:00 PM
Saturday	January 12	Coyotes vs. Penguins	Hockey	Arena	6:00 PM
Tuesday	January 15	Coyotes vs. Redwings	Hockey	Arena	7:00 PM
Thursday	January 17	Coyotes vs. Oilers	Hockey	Arena	7:00 PM
Saturday	January 19	Coyotes vs. Kings	Hockey	Arena	6:00 PM
Monday	January 21	Coyotes vs. Blue Jackets	Hockey	Arena	5:00 PM
Tuesday	January 29	Coyotes vs. Stars	Hockey	Arena	7:00 PM

2013 February					
Saturday	February 2	Coyotes vs. Bruins	Hockey	Arena	6:00 PM
Thursday	February 7	Coyotes vs. Redwings	Hockey	Arena	7:00 PM
Saturday	February 9	Coyotes vs. Blackhawks	Hockey	Arena	6:00 PM
Saturday	February 16	Coyotes vs. Capitals	Hockey	Arena	6:00 PM
Monday	February 18	Coyotes vs. Flames	Hockey	Arena	7:00 PM

2013 March					
Saturday	March 2	Coyotes vs. Ducks	Hockey	Arena	6:00 PM
Thursday	March 7	Coyotes vs. Maple Leafs	Hockey	Arena	7:00 PM
Saturday	March 9	Coyotes vs. Blues	Hockey	Arena	6:00 PM
Thursday	March 21	Coyotes vs. Canucks	Hockey	Arena	7:00 PM
Sunday	March 24	Coyotes vs. Blackhawks	Hockey	Arena	6:00 PM

2013 April					
Tuesday	April 2	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Thursday	April 4	Coyotes vs. Canucks	Hockey	Arena	7:00 PM
Saturday	April 6	Coyotes vs. Wild	Hockey	Arena	6:00 PM
Saturday	April 13	Coyotes vs. Sharks	Hockey	Arena	6:00 PM

EXHIBIT B

Agreement for Light Tower Rentals (IFB 13-03)

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Fees for light towers are priced on a per event basis (not a per day basis) or on a weekly or monthly rental fee basis, as follows. The following prices include all fees and charges, including but not limited to, delivery, pickup, set up, and enviornmental fees:

Event	Event Fee
Stadium Event	$3,734.90
Arena Event	624.94
Special Event Weekly Rate	442.00
Special Event Monthly Rate	1,326.00

No number of events is guaranteed. However, Appendix B identifies the potential Stadium and Arena events at the time of the solicitation. Events are subject to cancellation or addition.

The City may utilize the City's Procurement Card (i.e., Master Card/Visa/American Express), to place and make payment for orders under this Agreement. Should City utilize its Procurement Card for orders and payment, then the provisions in Section 5, Billings and Payment, will not apply.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $100,000 annually.

DETAILED PROJECT COMPENSATION

Compensation shall be consistent with the Pricing Structure, Section 5.4, of Pride Group, LLC's offer in response to Solicitation No. IFB 13-03.

EXHIBIT C

Agreement for Light Tower Rentals (IFB 13-03)

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

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

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

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

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

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

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

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

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

4. Exceptions.

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

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

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

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**PROFESSIONAL SERVICES AGREEMENT WITH STANLEY CONSULTANTS, INC. FOR 67TH AVENUE INTELLIGENT TRANSPORTATION SYSTEMS DESIGN**
Staff Contact:	**Debbie Albert, Principal Engineer, Transportation Services**

Purpose and Recommended Action

Staff is requesting Council authorize the City Manager to enter into a professional services agreement with Stanley Consultants, Inc., for the design of intelligent transportation systems (ITS) infrastructure on 67th Avenue, between Glendale Avenue and Cholla Street, in an amount not to exceed $194,878.

Background Summary

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and make signal timing changes based on current traffic patterns, as well as in response to resident requests. The city's ITS system is currently comprised of over 60 miles of fiber optic communications cable that provides communications to 140 of the city's 195 traffic signals, 93 closed circuit television (CCTV) cameras, and 10 dynamic message signs. Future infrastructure expansions on Peoria Avenue, as well as along Cactus, Thunderbird, and Greenway roads, are under design and expected to be constructed in fall 2013.

This project to design communications infrastructure along 67th Avenue allows for seven additional signals and four CCTV cameras to be added to the system. Transportation Services, in coordination with the Engineering Department, identified Stanley Consultants, Inc. as the most qualified company on Engineering's on-call consultant list to perform this work.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design project will address improvements to the ITS infrastructure along one of Glendale's most critical north-south corridors.

Budget and Financial Impacts

The cost for design, including post design services, is estimated to be $194,878.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$194,878	**2210-65005-518200 (Smart Traffic Signals)**

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Debbie Albert, Principal Engineer, Transportation Services**
Item Title:	**PROFESSIONAL SERVICES AGREEMENT WITH STANLEY CONSULTANTS, INC. FOR 67TH AVENUE INTELLIGENT TRANSPORTATION SYSTEMS DESIGN**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report provides information regarding a professional services agreement with Stanley Consultants, Inc., for the design of intelligent transportation systems (ITS) infrastructure on 67th Avenue, between Glendale Avenue and Cholla Street. Staff requests that the City Manager place this item on an agenda for City Council action.

BACKGROUND

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements include fiber optic cable and conduit, as well as advanced traffic signal control equipment, closed circuit television (CCTV) cameras and dynamic message signs.

This system allows Transportation Services staff to monitor traffic in real time and make changes to signal operations remotely to limit the impact of construction or incidents. Through the remote communications, staff also has the ability to respond to resident comments and concerns more quickly. Additionally, the system is heavily used during events in the Sports and Entertainment District to manage event traffic by providing drivers guidance to parking lots and displaying information on roadway restrictions.

To date, the city's ITS system is comprised of over 60 miles of fiber optic communications cable that provides communications to 140 of the city's 195 traffic signals, 93 CCTV cameras, and 10 dynamic message signs. Currently, there are two federally funded ITS design projects underway that will allow for remote communications to signals and cameras on Peoria Avenue, Cactus, Thunderbird, and Greenway roads. This project to design communications infrastructure along 67th Avenue allows for seven additional signals and four CCTV cameras to be added to the system, and provides a secondary path for communications circuits on Olive and Peoria avenues.

ANALYSIS

The timeline for design of a federally funded project is typically 18 to 24 months. Due to federal funding deadlines, design of this project needs to commence no later than January 2013. Once design is complete, staff will bring forward, for Council approval, an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT), and ADOT will administer the construction of this project on behalf of the city. This agreement for construction of this project will be brought to Council for approval once the project has proceeded to the 95-percent design stage.

Initially, staff sought to secure federal funds for the design of this project; however, funds were directed to other regional priorities. Moving forward, it has been determined that using an on-call consultant is the most efficient way to select a qualified design consultant given the current time constraints to complete this federally funded project.

Staff investigated two options for completion of this design project. The first option considered was to utilize the Engineering Department's on-call list; and the second was to use the Arizona Department of Transportation's (ADOT) local government on-call list. Using a contractor from Engineering's on-call list requires that the design contract be approved by City Council and allows for a Transportation Services staff member to serve as project manager. Using a consultant from ADOT's list requires that the city enter into an IGA with ADOT and an ADOT staff member would serve as project manager. Using the ADOT on-call list would result in an approximate four-month delay to begin the project because of the time required to draft and approve the IGA. Using ADOT's list would also result in the city relinquishing direct oversight of the project. For these reasons, staff recommends using the Engineering Department's on-call list. Transportation Services and Engineering staff identified Stanley Consultants, Inc., a consultant on the city's on-call list, as the most qualified consultant.

FISCAL IMPACTS

The cost for design of this ITS project in accordance with the federal aid requirements is estimated to be $194,878, which includes the project assessment, utility, right-of-way, and environmental clearances, construction plans, project specifications and an engineer's estimate. Additionally, the scope of work includes post design services, such as attending construction meetings, responding to contractor questions, reviewing project submittals, preparing design changes and completing as-built drawings as required by ADOT. The design of this project is 100% GO-funded and funding is available in the Smart Traffic Signals account (2210-65005-551200) in the FY 2012-13 capital improvement plan.

The funding needed for construction of this project is estimated at $1.2 million and is programmed in the Maricopa Association of Governments (MAG) 2014 Transportation

Improvement Program (TIP). Of the total anticipated cost, $987,000 is available through the federal Congestion Mitigation and Air Quality (CMAQ) program. The remaining funding is available in the GO Transportation Program Smart Traffic Signals account (2210-65005-551200).

PROFESSIONAL SERVICES AGREEMENT

67th Avenue ITS Design - Glendale Ave to Cholla Street

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stanley Consultants, Inc., an Iowa corporation, authorized to do business in Arizona ("Consultant") as of the _____ day of _____, 2012 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Other Consultants and Subcontractors.

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

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

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

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

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

3.4 Coordination; Interaction.

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

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

d. Notwithstanding any other provision of this Agreement, should any conflict arise between the terms of this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall prevail.

3.5 Work Product.

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

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

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

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

c. City Use.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $194,878 as specifically detailed in **Exhibit D** ("Compensation").

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

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

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

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

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

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

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

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

8. Insurance.

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

a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1 million per occurrence and $2 million annual aggregate limit.

(2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1 million per occurrence.

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

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

c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of $1 million for each claim and a $2 million annual aggregate limit.

d. Auto. A business auto policy providing a liability limit of at least $1 million per accident for Consultant and $1 million per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

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

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

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

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

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

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

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

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

8.2 Subconsultants and Subcontractors.

a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.

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

c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

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

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

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

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

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

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

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

11. **Notices.**

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

a. The Notice is in writing; and

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

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

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

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

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

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

11.2 Representatives.

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

Kim Carroll, P.E.
Stanley Consultants, Inc.
1661 East Camelback Road, Suite 400

Phoenix, Arizona 85016

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

City of Glendale
c/o Debbie Albert
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

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

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

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

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

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

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

14. Term. The term of this Agreement commences upon the Effective Date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

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

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Craig Tindall, City Attorney

Stanley Consultants, Inc.,
an Iowa corporation, authorized to do business in Arizona

_____

By: David Fabiano
Its: Project Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

Exhibit A:
Project Understanding

Stanley Consultants INC.

67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET

PROJECT UNDERSTANDING

This project includes the scoping, design, construction plan production, and post design services associated with the proposed improvements described below:

- Installation of fiber optic communication cable, conduit, and pull boxes along 67th Avenue, from Glendale Avenue to Cholla Street;
- CCTV cameras at Frier Drive, Royal Palm, Mountain View Road, and Cholla Street;
- Connection of signalized intersections to Central System;
- Gateway Public Safety Building Node Switch Installation

Stanley understands that the proposed project will be utilizing federal funds for construction of the proposed improvements and will be administered by ADOT Local Government. The project will done in accordance with the ADOT Local Government process and is expected to include

- Project Assessment (PA/Stage II)(By Stanley)
- Joint Project Agreement (JPA)(By Glendale/ADOT)
- System Engineering Checklist (By Stanley)
- Plans, Specs & Estimate (Stage III, IV, & Final)(By Stanley)
- Utility, Right of Way, and Environmental Clearances (By Stanley)
- Post Design Services (By Stanley)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B:
SCOPE OF WORK

Stanley Consultants INC.

67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET

SCOPE OF WORK

Task 1.0 Project Management & Administration

The hours associated with this task includes up to 32 hours of project management and administration. Project management and administration includes project development and set up, monthly progress reporting, monitoring and updating the schedule, and monthly billing activities for the duration of the project. Project duration is shown in Exhibit D attached with an estimated date of Mid December 2012 through June 2014 (17 month) for project assessment and design phase of this project.

Task 2.0 Project Meetings

Stanley will travel, prepare for, attend, and document the meetings attended. The meetings included in the scope of work are described as:

2.1 *Kick Off Meeting* - Consist of meeting with the City and ADOT to discuss scope, schedule, process and expectations, request and obtain data, and discuss potential issues and concerns.

2.2 *Initial Project Assessment (IPA) Comment Resolution & Progress Meeting* – Consists of meeting with the project team at ADOT Local Government offices to resolve comments on the IPA document and provide status report and summary of schedule.

2.3 *Final PA (FPA) & Stage II (30%) Comment Resolution & Progress Meeting* – Consists of meeting with project team at ADOT Local Government offices to resolve FPA/Stage II comments, Comment Resolution Meeting and provide status report and summary of schedule.

2.4 *Stage III (60%) Comment Resolution & Progress Meeting:* - Consists of meeting with project team at ADOT Local Government office to resolve Stage III (60%) comments and provide status report and summary of schedule.

2.5 *Stage IV (95%) Comment Resolution Meeting* – Consist of meeting with project team at ADOT Local Government offices to resolve Stage IV comments and provide status report and summary of schedule.

2.6 *Pre-Bid Meeting*

All meetings will be attended by project manager and engineer. All meetings will be documented through preparation and distribution of meeting minutes. Utility meetings are covered under Task 4.

Task 3.0 Right of Way Investigation and Clearance

It is assumed that all components of fiber communication systems and CCTV cameras can all be placed within the existing right of way available. Therefore, right of way or temporary construction easement legal descriptions and exhibits will NOT be necessary or included in

the scope of this work. The work associated with this task includes right of way investigation to ensure and illustrate that work is being done with the public right of way and obtain clearance.

3.1 Stanley will obtain and review right of way as built plans and recorded documents to be provided by the City. Design files will be supplemented with right of way documentation received.

3.2 Stanley will coordinate with ADOT Local Government and Right of Way to obtain, prepare and submit the Right of Way forms and certificates necessary to obtain right of way clearance at Stage IV (95%).

Should additional right of way be deemed necessary during the design process, Stanley will notify the City immediately for further direction.

Task 4.0 Utility Coordination and Clearance

Utility relocation is NOT proposed. It is assumed that all utility conflicts will be mitigated. It is further assumed that pot-hole data will not be necessary.

4.1 Stanley will contact blue stake to identify the list of utilities within the project limits. Utility mapping will be requested from each of the utilities within the project limits. Base design files will be supplemented with utility mapping received.

4.2 Stanley will coordinate with Glendale to define the utility contacts and phone numbers for the list of utilities defined in the project limits.

4.3 Stanley will prepare for and attend three utility meetings at FPA/Stage II (30%), Stage III (60%), & Stage IV (95%). The purpose of these meetings will serve to as an introduction to the utility stakeholders at FPA/Stage II and resolve conflicts at subsequent stages.

4.4 Construction plans will be reproduced and distributed to each of the utilities for "Utility Conflict Review" at Stage II (30%), III (60%), and IV (95%) submittal. Stanley will control the project submittals through utility control matrix. Stanley's submittal to utilities consists of one half size (11 x 17) scalable set. For the purposes of this proposal, 10 utilities copies are expected to be necessary.

4.5 Stanley will respond to comments received and provide utility conflict response and resolution letters to the City and ADOT for their records.

4.6 Stanley will coordinate with ADOT Utility Rail Road section to obtain, prepare, and submit forms to necessary for utility clearance.

Task 5.0 Environmental and Clearance

Environmental clearance for the project will be secured by following the processes, conducting analyses, and preparing documents per current expectations and guidelines provided by ADOT's Environmental Planning Group (EPG) Local Governments Section. It

is anticipated that preparation of a Group 2 categorical exclusion (CE) will meet the documentation requirements of National Environmental Policy Act (NEPA) for this project.

Stanley Consultants will take the lead on the preparation of the CE document, supported by *EcoPlan Associates* who will conduct biological, cultural resources, and hazardous materials investigations as required to meet ADOT/NEPA requirements. The following discussion and the attached EcoPlan proposal outlines the environmental clearance scope and assumptions.

Natural Environment/Biology – provided by EcoPlan, *see the attached EcoPlan Associates scope, estimate, and assumptions for details of this task.* EcoPlan documents will be reviewed by Stanley for quality and completeness.

Floodplains - FEMA maps will be reviewed to determine if any of the project lies within a designated floodplain.

Section 404: Jurisdictional Delineation (JD) - Minimal effort is anticipated to confirm no waters of the US are present within the project limits and determine that a formal JD will not be needed.

Section 4(f) - Minimal effort is anticipated to determine that there will be no potential to impact Section 4(f) eligible resources in the project area.

> It is assumed that no Section 4(f) resources are located within or adjacent to the project limits.

Land Use - Minimal effort is anticipated to confirm the nature of adjacent land uses and that there will be no direct impacts to land use as a result of this project.

Air and Noise - Minimal effort is anticipated to determine that project impacts associated with air and noise quality will only occur during construction and that those impacts will be temporary in nature.

Construction-Related Impacts - Environmental and engineering staff will coordinate closely to evaluate the impacts to the traveling public and nearby populations as a result of traffic control, dust, noise, and access to adjacent properties.

Utility Impacts - Minimal effort is anticipated to identify existing utilities within the project limits.

It is assumed that there will be no impacts to utilities during construction that will require coordination with adjacent property owners due to interruption of utility service.

Hazardous Material Evaluation – provided by EcoPlan, see *the attached EcoPlan Associates scope, estimate, and assumptions for details of this task.* EcoPlan documents will be reviewed by Stanley for quality and completeness.

Arizona Pollutant Discharge Elimination System (AZPDES) - Coordination will occur to confirm the total area of ground disturbance during construction. SWPPP is not included in this scope of work. If determined to be necessary, SWPPP will be provided as an out of scope service.

Socioeconomic - Coordination will occur to determine the extent and nature of temporary and permanent impacts on neighborhoods and residents related to access to properties by residents and emergency services, access to nearby businesses and services, access for parking, and overall circulation.

It is assumed that access will be maintained throughout construction and there will be no temporary or permanent disruption to neighborhood continuity.

Cultural Resources – provided by EcoPlan, *see the attached EcoPlan Associates scope, estimate, and assumptions for details of this task.* EcoPlan documents will be reviewed by Stanley for quality and completeness.

Public and Agency Scoping - Owners of properties that lie adjacent to the Glendale ROW within the project limits will be notified of the scope and intent of the project and offered an opportunity to share their concerns and specific needs as they relate to construction of the property.

It is assumed Stanley Consultants will prepare verbage for letters, mailers, and/or door hangers and that printing and distribution will be performed by the City of Glendale.

General Actions - The primary Stanley Consultants effort under this task will be the coordination of the individual discipline efforts, the preparation of the CE checklist, and coordination of document reviews for technical reports and the CE. Other efforts under this task include coordination with project engineers to fully define the scope, purpose, and need for the project, and to determine the extent of impacts and measures to minimize and/or mitigate those impacts.

67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET

All documents will be provided in both hard copy and electronic media to the City of Glendale and to ADOT as appropriate upon completion of the project.

Task 6.0 ITS Design, Project Assessment, PS&E

6.1 *Data Collection*

- Stanley will collect and review roadway as built plans, ITS as built plans, traffic signal plans, right of way and utility plans within the project limits.
- Stanley will conduct a field investigation, which will consist of:

  (a) Inventory of each signalized intersection to verify signal cabinet and controller type and capacity,
  (b) Capacity and quality of existing conduit,
  (c) CCTV visibility, and
  (d) Potential conflicts with the proposed design.

  It is assumed that City of Glendale will conduct the testing of the existing conduit capacity and quality.

  City staff will also assist with making a bucket truck available for evaluation of CCTV visibility.

6.2 *Aerial Topographic Survey*

Aerial topography will be provided by Stanley with aerial mapping supported by Cooper Aerial Surveys Co. Aerial topography work is summarized as follows:

- Stanley shall establish a total of Ten (10) ground control panels with vertical and horizontal coordinates for the completion aerial mapping. Stanley will contract with aerial mapping company to determine flight details and compiling of data.
- Project Horizontal and Vertical control the aerial mapping will be based on GDACs Control NAD 83 (Horizontal) / NAVD 88 (vertical).
- Cooper Aerial will provide the topography that will include 1-foot contours. The mapping will be at a 40 scale. Horizontal limits of the topo-map will extend 50ft on both sides of 67th Ave, from Glendale Ave to Cholla. Street (*see attached Proposal from Cooper Aerial).*
- Stanley shall conduct random ground proofing for mapping along the length of the project.

6.3 *Base Design File Preparation*

Base design file will be done in AutoCAD, using the data collected, aerial survey, as built plans, right of way plans, and utility mapping received. Stanley has identified

AutoCAD as the preferred CADD package. However, prior to doing any CADD work, Stanley will verify ADOT's recommended CADD requirements and perform CADD work in accordance with ADOT recommended requirements.

6.4 *ITS Scoping & Design & Maintenance of Traffic (MOT)*

- ❒ Stanley will evaluate through coordination with Glendale fiber termination points that will fall within the project environmental clearance limits and define opportunities to create redundant system.
- ❒ Stanley will perform fiber communication design including fiber optic conduit, cable, pull boxes/vaults, and node switch in accordance with the City of Glendale ITS standards and specifications. Specifications will be prepared in accordance with ADOT requirements.
- ❒ Stanley through coordination with Glendale will determine and prepare a public interest finding letter (PIF) for ITS equipment required for the project.
- ❒ Fiber optic slicing details will be provided by Stanley. Splice details will be included in the construction plan set and expected at the following locations:

  - 67th Avenue and Glendale Avenue
  - 67th Avenue and Myrtle Avenue
  - 67th Avenue and Orangewood Avenue
  - 67th Avenue and Frier Drive
  - 67th Avenue and Royal Palm
  - 67th Avenue and Butler Drive
  - 67th Avenue and Olive Avenue
  - 67th Avenue and Mountain View Road
  - 67th Avenue and Peoria Avenue
  - 67th Avenue and Cholla Street

- ❒ CCTV camera design will be done in accordance with City of Glendale standards and specification. CCTV cameras are proposed at the following locations:

  - 67th Avenue and Myrtle Avenue
  - 67th Avenue and Royal Palm
  - 67th Avenue and Mountain View Road
  - 67th Avenue and Cholla Street

- ❒ Stanley will assess maintenance of traffic during the project assessment. Restrictions will be defined and documented in the project assessment. MOT design is limited to construction phasing matrix that will reference standard traffic control details in accordance with Glendale, ADOT, and Part VI of the MUTCD.

6.5 *Project Assessment & Systems Engineering Checklist*

Stanley will prepare project assessment (PA) in accordance with ADOT Local Government project development guidelines. Two submittals will be prepared and defined as Initial PA and Final PA. The document will summarize the project background, scope, development considerations, funding source, estimated cost, schedule, vicinity maps, and project layout exhibits.

Stanley's proposal includes Stage I (15%) plans with the initial (PA) and Stage II (30%) plans with the final PA submittal.

Stanley will prepare the System Engineering Checklist to be submitted with final PA for approval. System Engineering Checklist will be revisited at Stage IV.

Prior to submittal of the initial PA, Stanley will present the preliminary results and cost estimate to the City. Should proposed improvements exceed available funding, Stanley through coordination with Glendale will develop an alternative fiber communication layout to achieve the project objectives within the available funding.

Upon receipt of initial PA review comments from the project team, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Comments will be incorporated in the final PA.

6.6 *Plan, Specifications & Estimate (PS&E)*

Upon ADOT approval of the Final PA, Stanley will prepare Stage III (60%), IV (90%), and V (100%), and Final PS&E package in accordance with City and ADOT Local Government requirements.

- ❒ Fiber Communication and CCTV Plan sheets will be prepared at 1 inch = 40 foot scale. Plan sheets will be double stacked with 2000 linear feet per sheet.
- ❒ Plan sheets will be prepared using AutoCAD and on 22" x 34" sheets so half size scalable 11" x 17" can be submitted at each stage to the project team. Construction plan set is expected to consist of 32 sheets, which can be described as follows sheets:

  - One (1) Cover Sheet
  - One (1) Fiber Communication and CCTV Notes and Legend Sheet
  - Three (3) ITS Infrastructure Detail Sheet (Vault, trench detail, pull box)
  - One (1) CCTV Installation and Integration Detail sheet
  - One (1) Communication System Architecture Sheet with device IP addresses
  - One (1) Communication Schematic Diagram

- Eleven (11) Splicing, CCTV, Node Switch Detail Sheets
- Ten (10) Fiber Communication & CCTV Layout Sheets
- One (1) Traffic Control Notes and Advance Signing Sheet
- One (1) Traffic Control Quantity Sheet
- One (1) Maintenance of Traffic Matrix Sheet

❒ Specifications will be prepared in accordance with ADOT C&S and Glendale requirements.

❒ Estimates and bid item numbers will be prepared in accordance with ADOT C&S requirements. Stanley will prepare back up calculations for submittal to ADOT C&S at 95% submittal.

❒ PS&E will be submitted at III (60%), IV (95%), & Final (100%). Upon receipt of review comments at each stage, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Written comments will be distributed with each submittal PS&E Deliverables.

❒ Stanley will develop an FTP site to be utilized for downloading and distribution of the project assessment, plans, specs, and estimate at each stage of the project for review and comment. Six (6) half size (11"x17") hard copies will be prepared and submitted to ADOT Local government (PM), ADOT EPG Lead, ADOT U&RR Lead, ADOT ROW Lead, City of Glendale (PM), and Stanley file for review and comment.

67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET

Task 7.0 Post Design Services

Post design services can be described as:

7.1 Stanley includes up to 9 hours of project management and administration during post design. Project management and administration includes monthly progress reporting, monitoring, and monthly billing activities for the duration of the post design services phase. The duration is estimated to start in August 2014 through August 2015 (12 month) for Post Design Services phase of this project.

7.2 Stanley will prepare for and attend up to four (4) meetings. Meeting will be attended by one engineer.

7.3 Stanley will review, coordinate with City and respond construction RFI's by the Contractor. This task includes up to 40 hours.

7.4 Stanley will prepare as built plans based on redlines received. Deliverable to ADOT and Glendale will consist of two half size (11 x 17) bond and PDF electronic copy of the as built plans for review.

7.5 Upon completion of the review, a CD will be prepared containing the as built documents and half size bond copy. Deliverable to the City will include full size reproducible Mylar and CD containing electronic copies of the CADD and electronic submittals.

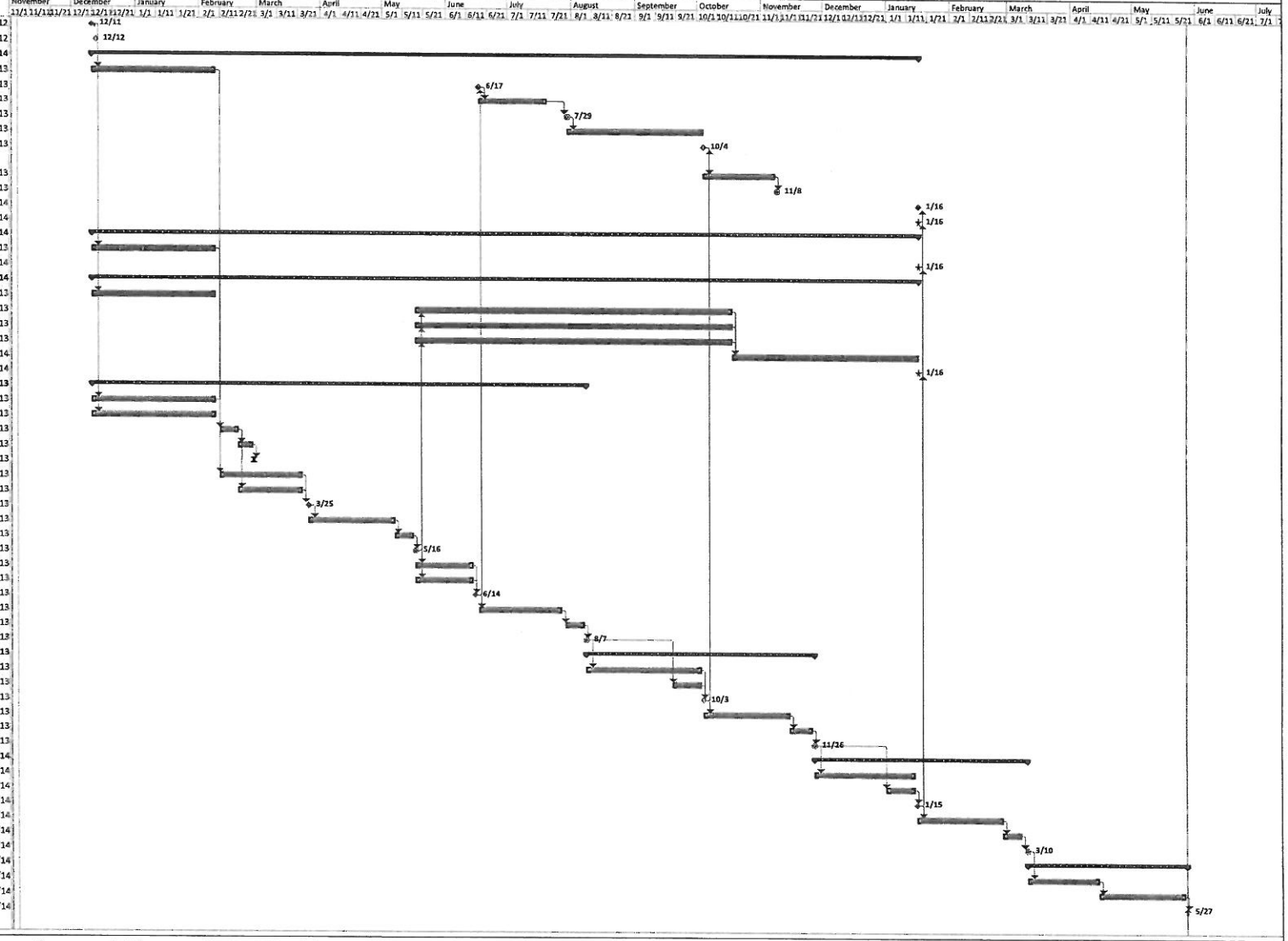
EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C - SCHEDULE
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	**0 days**	**Tue 12/11/12**	**Tue 12/11/12**
2	Kick Off Meeting	1 day	Wed 12/12/12	Wed 12/12/12
3	**Utility Clearance**	**288 days**	**Tue 12/11/12**	**Thu 1/16/14**
4	Utility Investigation & Mapping	44 days	Tue 12/11/12	Fri 2/8/13
5	Stage II (30%) Conflict Review Submittal	0 days	Mon 6/17/13	Mon 6/17/13
6	Utility Review & Comment	25 days	Mon 6/17/13	Fri 7/19/13
7	Stage II Utility Meeting	1 day	Mon 7/29/13	Mon 7/29/13
8	Utility Coordination	48 days	Tue 7/30/13	Thu 10/3/13
9	Stage III (60%) Conflict Resolution Submittal	0 days	Fri 10/4/13	Fri 10/4/13
10	Utility Review & Comment	25 days	Fri 10/4/13	Thu 11/7/13
11	Stage III Conflict Resolution Meeting	1 day	Fri 11/8/13	Fri 11/8/13
12	Stage IV (95%) Final Resolution Submittal	1 day	Thu 1/16/14	Thu 1/16/14
13	Request Utility Clearance	1 day	Thu 1/16/14	Thu 1/16/14
14	**Right of Way Clearance**	**288 days**	**Tue 12/11/12**	**Thu 1/16/14**
15	R/W Investigation & Mapping	44 days	Tue 12/11/12	Fri 2/8/13
16	Stage IV Clearance Letter	1 day	Thu 1/16/14	Thu 1/16/14
17	**Environmental Clearance**	**288 days**	**Tue 12/11/12**	**Thu 1/16/14**
18	PA Environmental Evaluation	44 days	Tue 12/11/12	Fri 2/8/13
19	Biology	110 days	Fri 5/17/13	Thu 10/17/13
20	Hazardous Materials	110 days	Fri 5/17/13	Thu 10/17/13
21	Cultural	110 days	Fri 5/17/13	Thu 10/17/13
22	NEPA Clearance Documentation	65 days	Fri 10/18/13	Thu 1/16/14
23	Request Environmental Clearance	1 day	Thu 1/16/14	Thu 1/16/14
24	**Project Assessment**	**172 days**	**Tue 12/11/12**	**Wed 8/7/13**
25	Background and Data Collection	44 days	Tue 12/11/12	Fri 2/8/13
26	Aerial Panels and Topography	44 days	Tue 12/11/12	Fri 2/8/13
27	Base Design File Preparation	7 days	Mon 2/11/13	Tue 2/19/13
28	ITS Evaluation and Layout	5 days	Wed 2/20/13	Tue 2/26/13
29	Present Results to Glendale	1 day	Wed 2/27/13	Wed 2/27/13
30	Initial PA (IPA) Preparation	30 days	Mon 2/11/13	Fri 3/22/13
31	Prepare Stage II (15%) Plan & Estimate	23 days	Wed 2/20/13	Fri 3/22/13
32	IPA Submittal	1 day	Mon 3/25/13	Mon 3/25/13
33	City/ADOT Review	30 days	Tue 3/26/13	Mon 5/6/13
34	IPA Compile Comments	7 days	Tue 5/7/13	Wed 5/15/13
35	IPA Comment Resolution Meeting	1 day	Thu 5/16/13	Thu 5/16/13
36	Final PA (FPA) Preparation	20 days	Fri 5/17/13	Thu 6/13/13
37	Prepare Stage II (30%) Plan & Estimate	20 days	Fri 5/17/13	Thu 6/13/13
38	FPA/Stage II Submittal	1 day	Fri 6/14/13	Fri 6/14/13
39	City/ADOT Review	30 days	Mon 6/17/13	Fri 7/26/13
40	FPA Compile Comments	7 days	Mon 7/29/13	Tue 8/6/13
41	FPA Comment Resolution Meeting	1 day	Wed 8/7/13	Wed 8/7/13
42	**Stage III (60%) PS&E**	**79 days**	**Thu 8/8/13**	**Tue 11/26/13**
43	Prepare Stage III Plans	40 days	Thu 8/8/13	Wed 10/2/13
44	Prepare Stage III Specs & Estimate	10 days	Thu 9/19/13	Wed 10/2/13
45	Stage III Submittal	1 day	Thu 10/3/13	Thu 10/3/13
46	City/ADOT Review	30 days	Fri 10/4/13	Thu 11/14/13
47	Stage III Compile Comments	7 days	Fri 11/15/13	Mon 11/25/13
48	Stage III Comment Resolution Meeting	1 day	Tue 11/26/13	Tue 11/26/13
49	**Stage IV (95%) PS&E**	**74 days**	**Wed 11/27/13**	**Mon 3/10/14**
50	Prepare Stage IV Plans	35 days	Wed 11/27/13	Tue 1/14/14
51	Prepare Stage IV Specs & Estimate	10 days	Wed 1/1/14	Tue 1/14/14
52	Stage IV Submittal	1 day	Wed 1/15/14	Wed 1/15/14
53	City/ADOT Review	30 days	Thu 1/16/14	Wed 2/26/14
54	Compile Comments	7 days	Thu 2/27/14	Fri 3/7/14
55	Stage IV Comment Resolution Meeting	1 day	Mon 3/10/14	Mon 3/10/14
56	**Stage V (100%) PS&E**	**56 days**	**Tue 3/11/14**	**Tue 5/27/14**
57	Prepare Stage V (100%) PS&E	25 days	Tue 3/11/14	Mon 4/14/14
58	ADOT C&S/City Resolution	30 days	Tue 4/15/14	Mon 5/26/14
59	Sealed PS&E Submittal	1 day	Tue 5/27/14	Tue 5/27/14
60				



Project: EXHIBIT C_SCHEDULE.mp
Date: Mon 11/5/12

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress

Mon 11/5/12

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The consultant will be paid on a time and materials basis according to the attached work hour estimate.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $194,878.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

STANLEY CONSULTANTS

EXHIBIT D: FEE ESTIMATE AND MAN HOUR BREAKDOWN

67TH AVENUE, FROM GLENDALE ROAD TO CHOLLA STREET
Prepared by Stanley Consultants on 10/30/2012

COST PROPOSAL SUMMARY

PROJECT ASSESSMENT AND DESIGN PHASE ESTIMATED LABOR

Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	97	$ 195.00	$ 18,915
Project Engineer	216	$ 168.00	$ 36,288
Engineer/Designer	265	$ 125.00	$ 33,125
Survey Manager (RLS)	10	$ 143.00	$ 1,430
Survey Crew	20	$ 104.00	$ 2,080
Technician/Drafter	550	$ 88.00	$ 48,400
Secretary/Clerical	63	$ 62.00	$ 3,906
	1,221		

Total Estimated Labor $ 144,144

POST DESIGN SERVICES ESTIMATED LABOR

Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	20	$ 195.00	$ 3,900
Project Engineer	67	$ 168.00	$ 11,256
Engineer/Designer	16	$ 125.00	$ 2,000
Survey Manager (RLS)	0	$ 143.00	$ -
Survey Crew	0	$ 104.00	$ -
Technician/Drafter	42	$ 88.00	$ 3,696
Secretary/Clerical	7	$ 62.00	$ 434
	152		

Total Estimated Labor $ 21,286

ESTIMATED DIRECT EXPENSES

	Quanity	Copies	Submittals	Price	
Project Assessment Reprographics	30	6	2	$ 0.20	$ 72
Plan Reprographics (11x17)	29	6	4	$ 0.30	$ 209
Postage/Delivery (ADOT/Glendale/Utilities)	1	3	3	$ 15.00	$ 135
Mileage (14 Mtg & 2 Field)	600	1	1	$ 0.56	$ 336

Total Estimated Direct Expenses $ 752

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Outside Consultant

EcoPlan Associates (Hazmat, Cultural, & Natural Environmental Services)	$ 18,259
Cooper Aerial Survey (Aerial Topography Sub)	$ 10,437

Total Estimated Outside Services $ 28,696

Total Estimated Labor	$ 165,430
Total Estimated Direct Expenses	$ 752
Total Estimated Outside Services	$ 28,696
TOTAL LUMP SUM ESTIMATE	**$ 194,878**

Signature

November 2, 2012
Date

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET
(Prepared by Stanley Consultants 10/30/2012)

TASK 1.0: PROJECT MANAGEMENT AND ADMINISTRATION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Project Setup, Billing, Control (24 months)	NA	NA	NA	32	24	0	0	0	0	0	8
					24	0	0	0	0	0	8

TASK 2.0: PROJECT MEETINGS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Kick Off Meeting	NA	NA	NA	3	2	0	0	0	0	0	1
Project Assessment (2 meetings)	NA	NA	NA	5	4	0	0	0	0	0	1
PS&E Meetings (3 meetings)	NA	NA	NA	7	6	0	0	0	0	0	1
Pre-Bid Meeting	NA	NA	NA	3	2	0	0	0	0	0	1
					14	0	0	0	0	0	4

TASK 3.0: RIGHT OF WAY INVESTIGATION, MAPPING AND CLEARANCE	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Right of Way Investigation and Mapping	NA	NA	NA	31	2	5	0	0	0	24	0
Right of Way Clearance Document and Coordination	NA	NA	NA	14	4	8	0	0	0	0	2
					6	13	0	0	0	24	2

TASK 4.0: UTILITY COORDINATION AND CLEARANCE	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Utility Investigation and Mapping	NA	NA	NA	23	1	6	0	0	0	16	0
Utility Meetings (3 meetings)(FPA/Stage II, Stage III, & Stage IV)	NA	NA	NA	12	3	6	0	0	0	0	3
Utility Conflict Review Submittals and Resolution (10 Agencies assumed)	NA	NA	NA	57	2	5	16	0	0	32	2
Utility Coordination and Clearance	NA	NA	NA	14	4	8	0	0	0	0	2
					10	25	16	0	0	48	7

TASK 5: ENVIRONMENTAL CLEARANCE	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Natural Environment (See EcoPlan Scope & Estiamte)	NA	NA	NA	2.5	0.5	1	0	0	0	1	0
Floodplains	NA	NA	NA	1	0	0	0	0	0	1	0
Section 404	NA	NA	NA	3	0	1	0	0	0	2	0
Section 4(f)	NA	NA	NA	2	0	1	0	0	0	1	0
Land Use	NA	NA	NA	2	0	0	0	0	0	2	0
Air Quality	NA	NA	NA	0	0	0	0	0	0	0	0
Construction Related Impacts	NA	NA	NA	4	0	2	0	0	0	2	0
Utility Impacts	NA	NA	NA	3	0	1	0	0	0	2	0
Hazardous Materials (See EcoPlan Scope & Estiamte)	NA	NA	NA	1.5	0.5	1	0	0	0	0	0
AZPDES	NA	NA	NA	2	0	1	0	0	0	1	0
Socioeconomic	NA	NA	NA	4	0	1	0	0	0	3	0
Cultural Resources (See EcoPlan Scope & Estiamte)	NA	NA	NA	2.5	0.5	1	0	0	0	1	0
Public/Agency Scoping	NA	NA	NA	16	0	3	0	0	0	7	6
Review Plans	NA	NA	NA	4	0	1	0	0	0	3	0
Write Environmental Document & Clearance Memo	NA	NA	NA	58.5	0.5	20	0	0	0	38	0
Coord. City and ADOT Reviews/Revisions	NA	NA	NA	11	0	4	0	0	0	7	0
Subconsultant Coord, Design Engineer Coord, Project Closeout	NA	NA	NA	10	0	2	0	0	0	4	4
					2	40	0	0	0	75	10

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET
(Prepared by Stanley Consultants 10/30/2012)

TASK6.0: ITS DESIGN, PROJECT ASSESSMENT AND PS&E	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew	Tech./ Drafter	Sec./ Clerical
Data Collection	NA	NA	NA	37	1	4	16	0	0	16	0
Aerial Topographic Survey	NA	NA	NA	30	0	0	0	10	20	0	0
Base Design File Preparation	NA	NA	NA	29	1	4	0	0	0	24	0
Project Assessment (Initial and Final PA)	NA	NA	NA	68	4	8	40	0	0	8	8
Stage II Plans (Layout and MOT Matrix = 13 Sheets)	NA	13	13	167	7	26	40	0	0	90	4
Stage III Plans (32 Sheets)	40	29	8	240	8	30	48	0	0	150	4
Stage IV Plans (32 Sheets)	40	29	5	151	8	24	40	0	0	75	4
Stage V (Final) Plans (32 Sheets)	40	29	3	93	4	15	30	0	0	40	4
Specificatons (Stage III, IV, & V)	NA	NA	NA	38	4	15	15	0	0	0	4
Cost Estimates (IPA, FPA/Stage II, & Stages III, IV, & V)	NA	NA	NA	40	4	12	20	0	0	0	4
					41	138	249	10	20	403	32
PA AND DESIGN SUBTOTAL				**1221**	**97**	**216**	**265**	**10**	**20**	**550**	**63**

TASK 7.0: POST DESIGN SERVICES	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Project Setup, Billing, Control (12 months)	NA	NA	NA	9	6	0	0	0	0	0	3
Meetings (5 meetings)	NA	NA	NA	17	2	15	0	0	0	0	0
Construction Coordination & RFI's	NA	NA	NA	64	8	40	16	0	0	0	0
As Built Plan Preparation	NA	29	2.1	62	4	12	0	0	0	42	4
					20	67	16	0	0	42	7
POST DESIGN SERVICES SUBTOTAL				**152**	**20**	**67**	**16**	**0**	**0**	**42**	**7**

PROJECT TOTAL				**1373**	**117**	**283**	**281**	**10**	**20**	**592**	**70**

Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Michael Fondren PLS
Stanley Consultants, Inc
1661 East Camelback Road Suite 400
Phoenix, AZ 85016

Re: Aerial Mapping, Glendale - 67th Avenue ITS

Dear Michael Fondren PLS,

Cooper Aerial Surveys Co. would like to thank you for the opportunity to assist you in assessing cost for your project. In response to your request, the following is our cost and approach:

Specifications:

Cooper Aerial Surveys Co. will fly and furnish 1:3600 (1"=300') Color stereo photography of Glendale - 67th Avenue ITS . Using the stereo photography and the 10 aerial targets provided by Stanley Consultants, Inc., we will provide a 1"=40' scale map with Plan only. Collection of data will be in the digital terrain modeling (DTM) method. Using the stereo photography and the digital terrain data, we will create digital ortho-rectified imagery with a ground pixel resolution of 0.12 ft.

*Please initial to confirm the project mapping limits in the attached map _____

Cooper Aerial Surveys Co. Tasks	Total Cost	Schedule
Surveying Services Stanley Consultants, Inc. to set aerial targets and post-process data using ABGPS.		**34 working days / Negotiable after flight and receipt of control**
Flight Services Acquire 1: 3600 (1"= 300') Color aerial photography	**$2,000.00**	
Photo Lab - Scanning Services Scan all photography at 10 microns	**$420.00**	
Mapping Services – Planimetrics ONLY 1"= 40' scale digital collection of Plan ONLY	**$6,669.47**	
Mapping Services – With DTM		
1"= 40' scale 1 - FT CI digital collection of DTM Contours & Plan	$7,506.47	
Digital Ortho-Photography Services Color film digital ortho-rectified 0.1 ft. pixel imagery	**$510.00**	
Total for Project – PLANIMETRICS ONLY	**$9,599.47**	
Total for Project – With DTM	$10,436.47	

Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Deliverables

- One 2D AutoCAD file of the contours and planimetrics.
- One 3D AutoCAD file of the contours and planimetrics.
- One 3D AutoCAD file of the DTM. (If DTM option is chosen)
- One set of ASCII format files of the DTM. (Breaks, Spots, Grid) (If DTM option is chosen)
- One digital, ortho-rectified image file in SID format.

Approach Specifications

All mapping shall adhere to National Map Accuracy Standards. In summary, 90% of contours must be within ½ of the contour interval. Well defined objects checked must be within 1/40" horizontal position at map scale. Spot elevations must be within ¼ of the contour interval.

Photography

- All photography will be taken with a photogrammetric aerial camera system which features both forward motion compensation and gyro mount computer controlled system.
- The optical axis of the camera will be as near vertical as possible and in no case shall the tilt exceed 3 degrees. The tilt between two consecutive exposures shall not exceed 4 degrees.
- The camera will be oriented to the flight line such that crab does not exceed 3 degrees. The crab between any two consecutive exposures shall not exceed 3 degrees.
- The project area will be photographed in stereo with a forward overlap of 60% and a sidelap of 30%.
- Atmospheric conditions will be optimal, avoiding conditions such as haze, clouds, overcast, snow, dust, precipitation, and smoke so that clear and well-defined images can be obtained.
- Time of day for flight will be when shadows caused by topographic relief, and/or sun angle will be near minimum. Excessive and deep shadows may be cause for rejection of photography. Sun angle shall not be less than 30 degrees.

Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Digital Photogrammetric Mapping

Cooper Aerial Surveys Co. will utilize digital stereo plotters to perform the photogrammetric approach of collecting the digital terrain modeling (DTM) with full planimetrics. This approach integrates the most efficient hardware and software systems available to accomplish each phase of the mapping process. PC-based VR-1 software will be used in the real-time stereo compilation and in generating contours from the DTM.

In Conclusion

Payment terms are net 30 days upon completion of services. This proposal is valid only for Stanley Consultants, Inc, and must be signed and returned to Cooper Aerial prior to commencement of work. Please sign below to authorize "notice to proceed" and to accept responsibility for payment.

Again, thank you for allowing Cooper Aerial Surveys Co. the opportunity to propose on this project. If you need further information, or have any questions, please do not hesitate to contact me.

Sincerely,

Erica Durso

Erica Durso
Project Manager
(520) 884-7580 x106
erica@cooperaerial.com

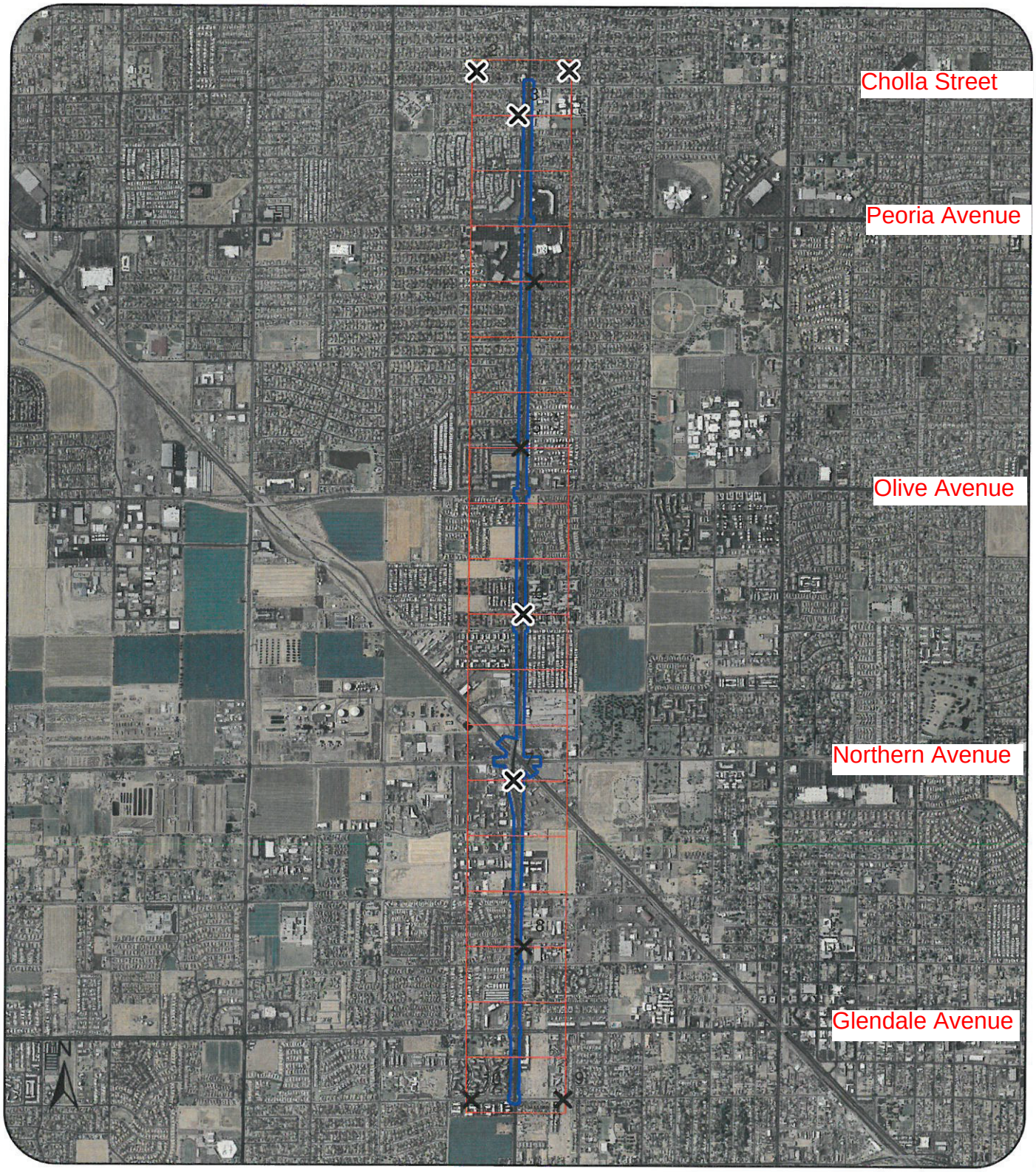
Accepted by: **Stanley Consultants, Inc**

Signature: _____

Date: 10/25/12

Printed Name: Michael Fowler

Title: Geomatics Dept Manager



Legend

- ABGPS_CONTROL
- MAPPING_LIMITS
- MODELS

Glendale - 67th Avenue ITS

1:3600 1"=40' 1' CI

10 Panels

600 300 0 600 Feet

Map Date: October 24, 2012

EcoPlan Associates, Inc.
Environmental Science & Resource Economics

October 30, 2012

Todd Ligon
Stanley Consultants, Inc.
1661 E. Camelback Road, Suite 400
Phoenix, Arizona 85016

RE: City of Glendale, 67th Avenue ITS
Eco No: 12-01191

Dear Mr. Ligon:

EcoPlan Associates, Inc. is pleased to submit this proposal for environmental services for the above-referenced project.

We have included a detailed scope of work, assumptions and cost estimate in this proposal for your review and approval. We estimate the cost for our services will be $18,259.00. Invoices will be submitted monthly for work completed to date. Terms for payment are net 30 days.

Please contact me at 480-733-6666, extension 115 if you have any questions. Thank you for your time and consideration.

Sincerely,

F. Bruce Brown

F. Bruce Brown
Principal

Enclosures: As noted

701 W. Southern Avenue, Suite 203 • Mesa, Arizona 85210 • (480) 733-6666 • FAX (480) 733-6661 • ecoplan@ecoplanaz.com

EcoPlan Associates, Inc.
Environmental Science & Resource Economics

SCOPE OF WORK

City of Glendale, 67th Avenue ITS
Environmental Support
EcoPlan Proposal 12-01191

The City of Glendale (City) is planning an Intelligent Transportation System (ITS) project along 67th Avenue, from Myrtle Avenue to Cholla Street, in the city of Glendale, Maricopa County, Arizona. The project will install new conduit, pull fiber cables through existing and new conduit, install closed circuit television cameras, and connect signals to the ITS system.

The project will utilize federal funds and will require environmental approval from the Arizona Department of Transportation (ADOT) Local Government Section. This Scope of Work has been developed to provide technical assistance related to biological resources, hazardous materials, and cultural resources in compliance with ADOT/Federal Highway Administration (FHWA) guidelines for Local Government projects. A brief description of the work to be included in each task follows.

Task 1—Project Management

This task includes overall management of EcoPlan's work, the internal assignment of tasks, quality control, scheduling, and coordination with the project team.

Task 1 Deliverables: None

Task 2—Biology

A qualified EcoPlan biologist will prepare an Urban Project Biological Evaluation (UPBE) form on behalf of the City of Glendale to the standards of ADOT. The UPBE will determine effects on federally-listed species and designated critical habitat in Maricopa County, as required to document compliance with the Endangered Species Act. Existing and available survey/occurrence data will be reviewed and a field investigation will determine the presence of suitable habitat for listed species and birds protected by the Migratory Bird Treaty Act, in the project vicinity. The UPBE will include a description of proposed activity, project location, existing conditions, and ground photographs. The UPBE will also provide a determination of effects of proposed activities on federally-listed species, critical habitat, and migratory birds.

The UPBE will be provided to Stanley for review and approval. It is anticipated that section 7 consultation with the U.S. Fish and Wildlife Service will not be necessary.

EcoPlan will also prepare agency scoping letters to the Arizona Game and Fish Department (AGFD) and the US Fish and Wildlife Service (USFWS) and incorporate the responses in the UPBE.

Task 2 Deliverables: An electronic copy of the Draft and Final UPBE and draft and final agency scoping letters to the AGFD and USFWS.

Task 3—Cultural Resources Coordination

A preliminary review of on-line cultural resource records indicates that some relatively undeveloped portions of the project area have not been surveyed for cultural resources. EcoPlan would conduct a formal records search and a cultural resources field survey. Permit and record fees apply, as noted. To accompany the survey report, EcoPlan would prepare an ADOT Consultation Initiation Form (CIF) and draft Section 106 consultation letters for the client's submission to the ADOT Local Government Section. Because the Salt River Pima-Maricopa Indian Community would be consulted, EcoPlan would also prepare the summary table required by the tribe.

Task 3 Deliverables: Survey Report, CIF, and consultation letters.

Task 4—Hazardous Materials/Preliminary Initial Site Assessment

A hazardous materials investigation will be completed by a hazardous materials specialist. The investigation will include a site visit, an aerial photo review, and a database search of any listed hazardous material incidents by Allands. A Preliminary Initial Site Assessment (PISA) memorandum that documents the scope of analysis and the results will be prepared. Sampling and testing for lead-based paint and asbestos will also be conducted and the results documented in a separate report. The PISA and the lead-based paint and asbestos sampling results will be provided to Stanley for review and approval.

Task 4 Deliverables: An electronic copy of the Draft and Final PISA and Lead-based Paint and Asbestos Report.

Assumptions:

- A UPBE will be adequate for biological clearance.
- The cultural resources survey can be conducted by one archaeologist in one day.
- Only one previously recorded in-use structure, the Santa Fe, Prescott, and Phoenix Railway line (AZ N:3:32 [ASM]), will be found in the Area of Potential Effects (APE). This historic property will not be adversely affected by the proposed work.
- No new cultural resources will be found or recorded.
- No more than 1 acre of survey will be required in areas of the APE that are not paved or formally landscaped.
- Cultural input includes the newly required Salt River Pima-Maricopa table.
- The number of asbestos and lead-based paint samples were estimated by ACS based on information supplied by EcoPlan/Stanley. Current ADOT guidelines require sampling of sidewalks as load-bearing structures in Maricopa County.

EcoPlan Associates, Inc.
Environmental Science & Resource Economics

Cost Estimate Worksheet

Prepared for: Stanley Consultants, Inc.
Project Name: City of Glendale - 67th Avenue ITS
EcoPlan # 12-01191

Task Description	Project Manager	Senior Environmental Planner III	Environmental Planner / Scientist	Senior Biologist	Senior Field Biologist	Cultural Principal Investigator	Cultural Crew Chief	Quality Control Specialist / Editor	GIS Graphics Specialist	Total Hours	Total Costs
Billing Rate	$142.27	$110.37	$66.35	$96.98	$72.73	$136.53	$61.68	$96.98	$75.28		
1. Project Management											
Project Management	2	1	20	0	0	0	0	4	2	29	$ 2,260.39
Subtotal:	2	1	20	0	0	0	0	4	2	29	$ 2,260.39
2. Biology											
Biology	0	0	6	8	21	0	0	8	2	45	$ 3,627.67
Subtotal:	0	0	6	8	21	0	0	8	2	45	$ 3,627.67
3. Cultural Resources											
Cultural Coordination	0	0	0	0	0	2	2	0	0	4	$ 396.42
Class I Survey	0	0	0	0	0	0	4	0	4	8	$ 547.84
Class III Survey	0	0	0	0	0	0	8	0	1	9	$ 568.72
Report Preparation	0	0	0	0	0	0	30	0	6	36	$ 2,302.08
Consultation Initiation Form and Consultation Letters	0	0	0	0	0	4	20	0	2	26	$ 1,930.28
Categorical Exclusion Input	0	0	0	0	0	4	0	0	0	4	$ 546.12
Project Closeout	0	0	0	0	0	0	4	0	0	4	$ 246.72
Subtotal:	0	0	0	0	0	10	68	0	13	91	$ 6,538.18
Total Hours:	2	1	26	8	21	10	68	12	17	165	
Labor Subtotal:											$ 12,426.24

Direct Expenses		
Mileage	121 miles @ $0.55 /mile	$ 66.55
Other Direct Costs at Actual Reasonable Cost:		
Reproduction		$ 50.00
Arizona State Museum Fees		
ASM Site File Review Fee (5 square miles @ $35/square mile of search area)		$ 175.00
ASM Site File Review Copies (10 pages @ $0.50/page)		$ 5.00
ASM Survey Registration Fee (1person-day @ $20/person-day, $85 min)		$ 85.00
Outside Services and Consultants		
ACS, Ltd. (Task 4 - Hazardous Materials)		$ 5,451.00
Total Direct Expenses:		$ 5,832.55
Total Cost:		$ 18,259.00

Archaeological Consulting Services, Ltd.
Cultural Resource, Environmental Management, and GIS Services
a woman-owned business enterprise, established 1977

424 West Broadway Road
Tempe, AZ 85282-1339
(480) 894-5477 • FAX (480) 894-5478
www.acstempe.com

28 October 2012
ACS Project No. 12-298

Leslie Stafford
Director of Environmental Planning
EcoPlan Associates, Inc.
701 West Southern Avenue, Suite 203
Mesa, AZ 85210

Re: Hazardous Materials Preliminary Initial Site Assessment (PISA) and Asbestos and Lead-based Paint Sampling
Scope of Work and Cost Estimate
City of Glendale – 67th Ave ITS

Dear Ms. Stafford:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding the above-referenced project. ACS understands that this project involves the completion of an Arizona Department of Transportation (ADOT) PISA report and an asbestos-containing material (ACM) and lead-based paint (LBP) sampling report for an ITS project on 67th Avenue from Myrtle Avenue to Cholla Street, Glendale, Maricopa County, Arizona.

ACS' scope of work for this project will consist of the following:

- Order and review an environmental database report from an outside vendor (Allands)
- Pre- and post-field activities
- Conduct a site visit that includes ACM and LBP sampling of applicable project components
- Analysis and reporting of ACM and LBP samples by an outside vendor (EMLab)
- Prepare, edit, and submit an ADOT PISA report
- Prepare, edit, and submit an ACM and LBP report
- Project administrative tasks.

ACS' assumptions for this scope and cost estimate are as follows:

- The number of ACM and LBP samples have been estimated by ACS based on information supplied by EcoPlan/Stanley. Current ADOT guidelines require sampling of sidewalks as load-bearing structures in Maricopa County
- A project area map and written project description for ACS' reports will be supplied by EcoPlan.

The estimated cost for the hazardous material assessment and sampling is **$5,451.00**.

Although ACS has taken every step to insure the accuracy of this scope of work and cost estimate, if site conditions or project parameters are different than anticipated, a cost amendment may be necessary to complete the project.

First submittal of the draft reports to EcoPlan could be completed within eight to 10 weeks of notice to proceed (NTP). Final submittal, including necessary reviews, could be completed within 10 to 12 weeks of NTP.

Thank you for allowing ACS to provide EcoPlan with our environmental services. If you have any questions or require additional information regarding this scope and cost estimate, please contact me at your convenience..

Sincerely,

Keith W. Scoular, R.G., C.E.M..
Chief Operating Officer/Senior Environmental Consultant

Client: EcoPlan/Stanley
Budget Prepared By: AHC
Budget Reviewed By: KWS 10/28/2012

Hazmat Reports

DIRECT LABOR	Rates (2011 - new OH)	Hours	Cost	Agency Coord. (State / Federal / Tribal)	Order Database	Review Database	Field Prep	Travel	GPS Setup / Download	Initial Site Visit	Follow-up File Review	Post Field Tasks	PISA Report	Sampling Report	Map Review	Report Review	Admin: Task Init., Billing, Closeout	Total
Sr. Enviromental Consultant	$153.10	5	$766				1									4		5
Director of Enviro. and Safety	$112.20	7	$785													3	4	7
Staff Scientist II	$63.40	40	$2,536		0.5	2	1	1.5		8	4	3	8	10			2	40
Staff Scientist I	$52.80	0	$0															0
Lab Manager	$68.60	0	$0															0
GIS Program Manager	$72.60	0	$0															0
Spatial Analyst II	$59.40	0	$0															0
		52																
	Direct Labor Subtotal		**$4,087.00**															

DIRECT EXPENSES	Cost	Units	
Copying, report production	$0.00		$0.00
CD production costs	$0.00		$0.00
Hotel	$0.00		$0.00
Per Diem	$0.00		$0.00
Env. Database Service	$800.00	1	$800.00
EMLabs Analytical Services	$564.00	1	$564.00
	Direct Expenses Total		**$1,364.00**
	PROJECT TOTAL		**$5,451.00**

Assumptions:

1 45 min travel each way
2 PISA with sampling
3 likely a LUST to review, additional time added
4 no contract rates, T&M
5 48 ACM + 18 LBP=66
6
7

Estimate

DATE	ESTIMATE #
10/25/2012	574

Allands

BILL TO
ACS Attn:. 424 W. Broadway Tempe, AZ 85282

ALLANDS
14947 W. Piccadilly Road
Goodyear, AZ 85395
623-535-7800

ITEM	DESCRIPTION	AMOUNT
	12-298; City of Glendale - 67th Ave ITS; AAI/ASTM Database for 67th Ave from Myrtle Ave to Cholla St, ~3.25 miles	800.00

Sharon Elaine Hodges, Owner

Total 800.00

EMLab P&K Main Laboratories

Cherry Hill, NJ: (866) 871-1984; 1936 Olney Ave., Cherry Hill, NJ 08003
Phoenix, AZ: (800) 651-4802; 1501 West Knudsen Dr., Phoenix, AZ 85027
San Bruno, CA: (866) 888-6653; 1150 Bayhill Dr., Ste. 100, San Bruno, CA 94066

QUOTATION FOR ANALYTICAL SERVICES

Date:	October 19, 2012	**Quote Description:**	Lead/Asbestos
Contact Person:	Amber Huntoon-Colvin	**Telephone:**	480-894-5477
Client:	ACS	**Email:**	ahuntoon@acstempe.com
Street Address:	424 W. Broadway Rd	**Project Manager:**	Shannon Nast
City, State, Zip:	Tempe, AZ 85282	**Regional Account Manager:**	Doug Stein
Project Name	City of Glendale- 67th Ave ITS	**Project Number**	12-298

Requested Parameters	Method	Sample	TAT	QTY	Unit Price
PLM Asbestos	EPA 600/R-93/116	Bulk	2-3 Days	48	$8.00
Lead Based Paint	EPA 6010	Paint Chips	5 Day	18	$10.00
				PLM Total	$384.00
				Lead Total	$180.00
				Total Cost	$564.00

Summary of Services

Turnaround Time:	As determined above	**Sample Shipment:**	Free Inbound Shipping
Sample Arrival Date:	To be determined	**Expiration Date:**	N/A

Analytical Results:	Turnaround time for results begin from the time of sample receipt. Standard and customized electronic deliverables are available. For a full list of analyses available, and standard pricing, please refer to the Comprehensive Price List.
Scope of Work:	This proposal addresses analytical services requested of our laboratories. Pricing and services presented here are subject to review to verify client satisfaction and pricing alignment with client needs.
RUSH Analyses:	Rush Analysis is available at a premium price. Please refer above for Rush pricing.
Services:	ACS will have a dedicated project manager to oversee every project from start to finish. EMLab P&K will provide complimentary pre-paid FedEx shipping labels and chain-of-custody forms for all samples sent to our laboratories for analysis. Specialized rental equipment is available upon request.
Payment Terms:	Net payment terms are available as well as Credit Card payments. Net payment terms are 30 days from date of invoice. All discounts are void if payment is not received by EMLab P&K Laboratories within that period.
Signature:	Please sign and date quote to verify agreement of terms and prices. Please fax to (800) 444-8156. Signature: _____ Date: _____

Sincerely,

Douglas C. Stein

Douglas Stein- Senior Account Executive
dstein@emlabpk.com
Phone: 512-502-5263

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

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

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

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

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

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

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

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

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

4. Exceptions.

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

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

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

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**PROFESSIONAL SERVICES AGREEMENT WITH RIDER LEVETT BUCKNALL, LTD. FOR LIFE-CYCLE COST ASSESSMENT**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

Staff is requesting Council authorize the City Manager to enter into a professional services agreement with Rider Levett Bucknall, Ltd. in an amount not to exceed $120,341 to develop a total life-cycle cost assessment for the following city-owned facilities: Jobing.Com Arena, the Renaissance Glendale Convention and Media Center, and Camelback Ranch in Glendale.

Background Summary

The City of Glendale owns the following three facilities: Jobing.Com Arena, the Renaissance Glendale Convention and Media Center, and Camelback Ranch in Glendale. Each of these facilities requires maintenance and capital improvements for facility operations. The facilities are managed by the current tenants, with the associated costs for operation and basic maintenance the responsibility of the tenants. The cost for the capital replacement and repairs are the responsibility of the city in each agreement. The cost analysis will establish baseline budgets for each facility for capital maintenance, repairs, and replacement and will summarize the overall annual costs for capital investments for each of the next five years individually as well as in five year increments for the estimated life of the facility.

A Request for Qualifications was issued in September 2012, to select a qualified consultant to develop life-cycle cost assessments for the three city-owned facilities. Four firms submitted proposals, with Rider Levett Bucknall, Ltd. selected by staff as the most qualified for the project.

Budget and Financial Impacts

Cost	Fund-Department-Account
$120,341	**A new CIP department will be created under GF PAYGO (Fund 1000)**

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?

An appropriation authority transfer of $120,341 will be completed from the GIS Enterprise System PAYGO capital project, account number 1000-81062-551500, to a new PAYGO project that will be created upon Council's approval of this item. Additionally, the remaining appropriation authority of $294,966 in the GIS Enterprise System PAYGO capital project will be transferred from account number 1000-81062-551500 to the General Fund CIP Reserve, account number 1000-91012-510200.

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Stuart Kent, Executive Director, Public Works**
Item Title:	**PROFESSIONAL SERVICES AGREEMENT WITH RIDER LEVETT BUCKNALL, LTD. FOR LIFE-CYCLE COST ASSESSMENT**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager to forward this item for City Council consideration and action. Staff plans to request the City Council authorize the city to enter into a professional services agreement with Rider Levett Bucknall, Ltd., to develop a total life-cycle cost assessment for the following city-owned facilities: Jobing.Com Arena, the Renaissance Glendale Convention and Media Center, and Camelback Ranch in Glendale.

BACKGROUND

Over the past 10 years the City has made significant public investments including the construction of Jobing.Com Arena, the Renaissance Glendale Convention and Media Center and Camelback Ranch. Each of these facilities is managed by the tenant who is responsible for day-to-day operations and maintenance. In accordance with each agreement for these facilities, the city is responsible for capital investment and repairs. The consultant will conduct a physical assessment of each facility, review the pertinent agreements, and will develop a capital replacement schedule for each facility. The analysis will establish baseline budgets for each facility for capital maintenance repairs and replacement and will summarize the overall annual costs for capital investments for each of the next five years individually as well as in five year increments for the estimated life of each facility.

A Request for Qualifications was issued in September 2012, to select a qualified consultant to develop life-cycle cost assessments for the three city-owned facilities. Four firms submitted proposals, with Rider Levett Bucknall, Ltd. selected by staff as the most qualified for the project.

ANALYSIS

- Staff recommends entering into a professional services agreement with Rider Levett Bucknall, Ltd. to develop the cost assessments.
- This will be the first assessment of this nature for each of the facilities.
- Staff recommends having an assessment performed at this time to plan appropriately for capital expenditures related to each site.

- Each facility will be evaluated for current and future costs.
- Separate budget programs will be established for the costs arising from owning, and repairing each facility.

FISCAL IMPACTS

The professional services agreement with Rider Levett Bucknall, Ltd. has a total cost not to exceed $120,341, allocated as follows:

Jobing.Com Arena: $43,909
Camelback Ranch: $40,217
Renaissance Convention & Media Center: $36,215

An appropriation authority transfer of $120,341 will be completed from the GIS Enterprise System PAYGO capital project, account number 1000-81062-551500, to a new PAYGO project that will be created upon Council's approval of this item. Additionally, the remaining appropriation authority of $294,966 in the GIS Enterprise System PAYGO capital project will be transferred from account number 1000-81062-551500 to the General Fund CIP Reserve, account number 1000-91012-510200.

C-

PROFESSIONAL SERVICES AGREEMENT

City of Glendale Total Life-Cycle Cost Assessment Consultant Services
City Project No. 121304

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Rider Levett Bucknall Ltd., a Hawaii corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2012 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Other Consultants and Subcontractors.

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

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

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

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

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

3.4 Coordination; Interaction.

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

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

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

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

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

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

c. City Use.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $120,341.00 as specifically detailed in **Exhibit D** ("Compensation").

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

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

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this Section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

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

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

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

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

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

8. Insurance.

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

a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate limit.

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

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

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

c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of $5,000,000 for each claim and a $5,000,000 annual aggregate limit.

d. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Consultant and $500,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

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

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

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

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

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

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

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

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

8.2 Subconsultants and Subcontractors.

a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.

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

c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including

sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

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

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

9. Immigration Law Compliance.

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

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

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this Section.

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

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

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

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

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

11. Notices.

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

a. The Notice is in writing; and

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

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

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

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

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

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

11.2 Representatives.

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

Rider Levett Bucknall
4343 E. Camelback Road, Suite #350
Phoenix, Arizona 85018

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

City of Glendale
c/o Bill Passmore, P.E.
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

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

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

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

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

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

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

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

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

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

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

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

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 0 years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

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

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Craig Tindall, City Attorney

Rider Levett Bucknall Ltd.,
a Hawaii corporation

_____

By: Scott Macpherson
Its: Senior Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

CITY OF GLENDALE
PROJECT #121304
FACILITIES LIFE-CYCLE COST ASSESSMENT
CONSULTING SERVICES

DESCRIPTION OF PROJECT

Rider Levett Bucknall ("The Consultant") is a qualified firm that will provide Total Life-Cycle Cost (or Total Cost Ownership) assessments for City owned facilities.

The City of Glendale operates several facilities that need continual maintenance and upgrades. Each facility requires established budgets for the costs arising from owning, operating, maintaining, repairing and ultimately, disposing of the facility. The Consultantl will establish separate budget programs for each facility and each of the associated components.

The Consultant shall comply with life-cycle costing methods and procedures of the Federal Energy Management Program (FEMP) of the U.S. Department of Energy (DOE) or an equivalent methodology.

Facilities that require Total Life-Cycle Cost (TLCC) assessments are as follows:

Jobing.Com Arena (hockey arena)
9400 West Maryland Avenue
Glendale, Arizona

Renaissance Glendale Hotel & Media Center
9495 West Coyotes Boulevard
Glendale, Arizona

Camelback Ranch in Glendale
(Chicago White Sox & Los Angeles Dodgers Baseball Training Center)
10710 West Camelback Road
Phoenix, Arizona

The Consultant will perform a Total Life-Cycle Cost (TLCC) assessment for each of the facilities listed above.

The Total Life-Cycle Cost assessment shall evaluate the current and future costs to operate and maintain the facility over the facilities' anticipated life span, including the disposal of the facility at the end of its useful life.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

CITY OF GLENDALE
PROJECT #121304
FACILITIES LIFE-CYCLE COST ASSESSMENT
SCOPE OF WORK

SCOPE OF WORK

Rider Levett Bucknall ("The Consultant") will work with City staff, the facility managers and others, as necessary, during the various phases of the project. The City will utilize the services of the appropriate professionals for the work. The Consultant will also conduct meetings and make presentations when necessary.

Task 1: NTP, Kick-Off meeting, Schedule Verification:

The Consultant will be required to perform the following:

a. Participate in a formal project kick-off meeting
b. Prepare, for review with the City, a detailed schedule

Task 2(a) and 2(b): Contract & Agreement Reviews:

The Consultant will be required to perform the following:

a. Perform a detailed review of all existing contracts and agreements at each facility
b. Prepare, for review with the City, a formal report that opines on the areas within the facilities that the City is responsible to maintain

Task 3: Data Collection:

The Consultant will be required to perform the following:

a. Collate and organize pertinent data for each facility for use in reporting and cost analysis

Task 4(a): Facility Review and Inspection:

The Consultant will be required to perform the following:

a. Review operational expenses for energy, water and other utilities based on current consumption and rates
b. Review maintenance expenses, on-going and scheduled
c. Review repair expenses
d. Review renovation and up-grade expenses
e. Review O&M agreements and manuals

Task 4(b): Facility Reviews & Inspections:

The Consultant will be required to perform the following:

a. Facility site review
b. Facility field inspections of all major building systems and components
c. Perform a Facility Condition Assessment

Task 5(a): Reporting and Cost Analysis:

The Consultant will provide a comprehensive report and TLCC budget analysis for each facility. The report and cost analysis will cover the estimated remaining life of the facility and each of the associated cost components.

<u>Report shall include, but is not limited to, the following:</u>

a. Findings of facility condition inspection
b. Current building age condition and estimated remaining life

c. Owner and tenant O&M responsibilities

The cost analysis will establish a budget baseline for operations, maintenance, repairs, replacements, and upgrades/alterations, and shall extend to the estimated useful life of the facility and the final disposal cost of the facility.

Cost/Budget analysis shall include, but is not limit to, the following:

a. Summary of annual facility costs over the next five years in one year increments
   i. Energy
   ii. Utilities
   iii. Day to Day Operations
   iv. Normal/Routine maintenance and minor repairs
   v. Programmed maintenance
   vi. Preventive maintenance
   vii. Unscheduled repairs
   viii. Emergency repairs
   ix. Deficiency repairs
b. Estimated costs for any major components or systems that should be or will need to be replaced/repaired over the next five (5) years in one year increments
c. Estimated facility total costs in five year increments for the estimated life of the facility
d. Prioritize the allocation of funding
e. Provide cost saving alternatives for future economic analysis

Task 5(b): Reporting and Cost Analysis - Presentations:

The Consultant will provide make two (2) presentations to City management (one to present an initial report and a second to prepare for a possible presentation to City Council) and a final presentation to City Council.

Task 6: Project Administration:

The following information is a general description of the scope of work that the Consultant will be required to perform. The services listed in this scope of work may include, but are not limited to, the following:

a. Coordinating with the City Project Team and tenant representative(s). The City Project Team will consist of staff from various departments, as the work requires.

b. Conducting project meetings as necessary to maintain the project budget and schedule, chairing periodic regular meetings and any additional meetings as required or requested by the City; setting agendas and preparing and distributing meeting minutes. Meetings under basic services may include:

   i. Meetings with the City Project Team and tenant representative(s)
   ii. Meetings required to review preliminary and final report comments
   iii. Meetings with oversight responsibilities (i.e., City, City Management and City Council if requested, and tenants).

c. Submitting and retrieving all required documents to the various City departments and tenant representative(s) and addressing all review comments.

d. Preparing and maintaining a project schedule after meeting with the designated City Project Team and tenant representative(s). Determine appropriate submittal deadlines to coordinate project submissions. The Consultant will be responsible for the master scheduling through the completion of the Project.

e. Obtaining all appropriate approvals required for the Project.

f. Submitting a written monthly progress report and updated schedule to the City and Project Team during the entire period of the Project. The Consultant will be required to submit a quarterly project cash flow schedule for the entire period of the Project. This information will be submitted to Engineering Administration for the entire period of the project.

i. Project Schedule: The Consultant shall prepare a significant event calendar within ten (10) days of the Notice to Proceed (NTP) with scheduled task items. The initial schedule should show the original start date with initial completion date as a reference. Copies of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated progress report and schedule shall be submitted with the monthly invoice.

ii. Invoices: The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billing will be consistent with the project tasks, the project schedule, and the fee proposal. The Consultant will provide the format for invoices which must be approved by the City's Project Manager. Project invoices, with progress report and schedule will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the work completed and approved. The invoice will show the task contract amount, amounts previously billed, the amount due for the current period and the task and contract balance. The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

iv. Cash Flow: The cash flow schedule will provide information to the City of Glendale regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved in the project and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from all sub-consultants also and coordinate this information into the overall cash flow information. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to the CIP Division to Gloria Olaya (golaya@glendaleaz.com with the city. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

v. Submit a written weekly Progress Report to the City during the entire period of the assessment.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
Professional Services Agreement

CITY OF GLENDALE
PROJECT #121304
FACILITIES LIFE-CYCLE COST ASSESSMENT
SCHEDULE

SCHEDULE

It is currently anticipated that the project duration for the Rider Levett Bucknall (RLB) team to provide a final report to the City of Glendale is approximately twelve (12) calendar weeks from receipt of a formal Notice to Proceed.

The exact schedule will be dependent on availability of required data and time necessary to schedule the required site inspections and meetings to facilitate coordination.

The schedule may be revised after the initial kick-off meeting.

EXHIBIT D
Professional Services Agreement

CITY OF GLENDALE
PROJECT #121304
FACILITIES LIFE-CYCLE COST ASSESSMENT
COMPENSATION

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Rider Levett Bucknall (RLB) for full completion of all work required by the Project during the entire term of the Project must not exceed $120,341.00.

TOTAL LIFE-CYCLE COST (TLCC) ASSESSMENT COMPENSATION

Task No.	Task	Task Costs
1	NTP, Kick-Off Meeting, Schedule Verification	$ 3,045.00
2 (a)	Contract & Agreement Reviews	$ 16,217.00
2 (b)	Contract Report Findings	$ 5,406.00
3	Data Collection	$ 9,190.00
4 (a)	Facility Document Review (3 Facilities)	$ 3,416.00
4 (b)	Facility Reviews & Inspections (3 Facilities)	$ 20,498.00
5 (a)	Reporting & Cost Analysis (3 Facilities)	$ 33,720.00
5 (b)	Reporting & Cost Analysis – Presentations (3)	$ 4,469.00
6	Project Administration	$ 6,379.00
	Sub-Total:	**$ 102,341.00**
7	Sub-Consultants:	
	LSW Engineers (MEP)	$ 4,000.00
	KPFF Consulting Engineers (Civil, Structural)	$ 4,000.00
8	Reimbursable Expenses (Allowance)	$ 1,000.00
9	Owner Contingency (Allowance)	$ 9,000.00
	Sub-Total:	**$ 18,000.00**
	TOTAL PROJECT COST:	**$120,341.00**

CLARIFICATIONS
The proposed compensation reflects the preparation a Total Life-Cycle Cost (TLCC) assessment for only the areas within the following facilities that the City is deemed to be responsible to maintain:

Jobing.Com Arena (hockey arena)
9400 West Maryland Avenue
Glendale, Arizona

Renaissance Glendale Hotel & Media Center

9495 West Coyotes Boulevard
Glendale, Arizona

Camelback Ranch in Glendale
(Chicago White Sox & Los Angeles Dodgers Baseball Training Center)
10710 West Camelback Road
Phoenix, Arizona

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

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

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

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

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

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

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

2. Arbitration.

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

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

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

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

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

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

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

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

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

4. **Exceptions.**

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

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

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

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR EFFLUENT PIPELINE CONDITION ASSESSMENT**
Staff Contact:	**Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement for an assessment of the Arrowhead Ranch effluent pipeline and recharge well system. This agreement is with Black & Veatch Corporation in an amount not to exceed $682,050.

Background Summary

An assessment of the Arrowhead Ranch Effluent Pipeline is recommended as the system is now 25 years old. The pipeline conveys treated effluent from the Arrowhead Ranch Water Reclamation Facility to the Arrowhead Ranch Master Planned Community lake system. The recharge well system located at the reclamation facility will also be evaluated to check current flow efficiency. The assessment proceeds in a progressive manner and if no areas of concern are found in the initial evaluation, there may be no need to investigate further. If repairs or improvements are required to either system, Council will be asked to consider an amendment to the contract.

Community Benefit/Public Involvement

By performing this assessment, the city can pro-actively determine any risk of a failure or significant interruption in the effluent delivery system and address timely solutions. Optimal results are obtained if the assessment is conducted during low-flow times which are typically the winter months when demand for treated effluent is reduced.

Budget and Financial Impacts

Cost	Fund-Department-Account
$682,050	**2360-60007-550800 (Arrwhd Wtr Reclam Fac Imps)**

CITY COUNCIL REPORT

Capital Expense? Yes ☒ No ☐

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Craig Johnson, P.E., Executive Director, Water Services**
Item Title:	**PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR EFFLUENT PIPELINE CONDITION ASSESSMENT**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed agreement with Black & Veatch Corporation for an assessment of the Arrowhead Ranch effluent pipeline, and recharge well system in an amount not to exceed $682,050. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The Arrowhead Ranch Effluent Pipeline was constructed in 1987 to convey treated effluent from the Arrowhead Ranch Water Reclamation Facility (ARWRF) to the lake system within the Arrowhead Ranch Master Planned Community. The pipeline is a critical link in this delivery system and is now over 25 years old. Based on the age of the pipeline, an assessment should be performed to determine its remaining service life. Additionally, the ARWRF recharge well system will be evaluated to check current flow efficiency.

This project includes an evaluation of the existing conditions of the pipeline and recharge well system, and allows the assessment to proceed in a progressive manner. If no areas of concern are found in the initial evaluation, there may be no need to investigate further. If the assessment determines that repairs or improvements are required to the pipeline or recharge well system, an amendment to the contract will brought forward to Council for consideration for the design and construction administration services.

Water Services worked with the Engineering Department to issue a Request for Qualifications in June 2012 to hire a consultant to provide professional services to perform the assessment and identify rehabilitation alternatives, if needed. Seven firms submitted proposals, and Black & Veatch Corporation was determined by staff to be the most qualified for the project.

ANALYSIS

Performing this assessment project allows the city to pro-actively determine any risk of a failure or significant interruption in the Arrowhead Ranch effluent delivery system and provide timely

solutions. The pipeline assessment is best conducted in times of low demand for treated effluent which is typically in the winter months during the low flow period. Currently, the recharge well system is not operating at optimal levels, and this assessment is necessary to fully evaluate recharge well system capabilities and flow efficiencies.

FISCAL IMPACTS

The professional services agreement with Black & Veatch Corporation for condition assessment services is in an amount not to exceed $682,050. Funding is available for this budgeted item in the Fiscal Year 2012-13 capital improvement plan.

C-

PROFESSIONAL SERVICES AGREEMENT
ARROWHEAD RANCH EFFLUENT PIPELINE CONDITION ASSESSMENT
City Project No. 111215

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and BLACK & VEATCH CORPORATION, a Delaware corporation authorized to do business in Arizona, ("Consultant") as of the _____ day of _____, 2012 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Other Consultants and Subcontractors.

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

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

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

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

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

3.4 Coordination; Interaction.

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

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

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

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

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

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

c. City Use.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $682,050 as specifically detailed in **Exhibit D** ("Compensation").

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

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

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this Section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

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

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

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

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

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

8. **Insurance.**

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

a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

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

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

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

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

c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of $1,000,000 for each claim and a $2,000,000 annual aggregate limit.

d. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Consultant and $1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

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

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

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

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

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

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

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

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

8.2 Subconsultants and Subcontractors.

a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.

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

c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including

sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

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

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

9. Immigration Law Compliance.

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

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

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this Section.

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

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

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

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

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

11. Notices.

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

a. The Notice is in writing; and

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

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

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

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

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

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

11.2 Representatives.

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

Dan Meyer, P.E.
Black & Veatch Corporation
3133 East Camelback Road, Suite 210
Phoenix, AZ 85016

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

City of Glendale
c/o City Engineer
Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

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

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a three year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 0 years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Craig Tindall, City Attorney

BLACK & VEATCH CORPORATION,
a Delaware Corporation

_____

By: Dan W. Meyer
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
PROJECT DESCRIPTION
Glendale Arrowhead ERP Assessment and Assessments for Recharge Well Improvements

The Arrowhead Effluent Reclaimed Pipeline (AERP) includes 24,225 ft of concrete reinforced steel cylinder pipeline including 8,330 ft of 36-inch, 3,110 ft of 30-inch, 2,770 ft of 24-inch and 10,015 ft of 16-inch. The pipeline conveys reclaimed water from the City's Arrowhead Ranch WRF to various irrigation facilities and lakes within the Arrowhead Ranch development. The AERP is critical to the operation of the Arrowhead Ranch WRF, an end-of-line facility. The pipeline was constructed in 1987 and in the late 1990s there were a series of three pipeline failures. At that time they were attributed to damage caused by construction of SR101. The pipeline is over 25 years old and good business practices by the City dictate that an assessment should be performed to pro-actively determine any risk of a failure or significant interruption in the effluent delivery system and provide timely solutions. The Phase 1 scope of the project includes an evaluation of the existing pipeline conditions. The scope and fee schedules allow for testing and investigative procedures to proceed in a progressive manner. If no areas of concern are found in the initial evaluation of the pipeline, there may be no need to investigate further. If the assessment determines that repairs or improvements are required to the pipeline, an amendment to the contract will be negotiated for design and construction administration services.

The Arrowhead Ranch WRF has four vadose zone recharge wells installed in 2008 at the WRF site. The City would like an assessment of the four vadose zone recharge well operations and well related control system and, if applicable, design of improvements to the control system as needed to more fully develop the recharge capacity of these wells. If the design requires construction of improvements an amendment to the contract will be negotiated for design and construction administration services, testing, and commissioning services.

The Arrowhead Ranch Water Reclamation Facility is currently undergoing modifications to the existing UV facilities, Chlorination/ Dechlorination Facilities and relocation of the compliance point. In order to operate with the modifications, an application for an "Other Amendment" as defined by the Arizona Department of Environmental Quality to the existing Aquifer Protection Permit needs to be made. This project includes completion of the APP amendment documentation for submission by City of Glendale to the Arizona Department of Environmental Quality.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
SCOPE OF SERVICES FOR
Glendale Arrowhead ERP Assessment and Assessments for Recharge Well Improvements

Background: The Arrowhead Effluent Reclaimed Pipeline (AERP) includes 24,225 ft of concrete reinforced steel cylinder pipeline including 8,330 ft of 36-inch, 3,110 ft of 30-inch, 2,770 ft of 24-inch and 10,015 ft of 16-inch. The pipeline conveys reclaimed water from the City's Arrowhead Ranch WRF to various irrigation facilities and lakes within the Arrowhead Ranch development. The AERP is critical to the operation of the Arrowhead Ranch WRF, an end-of-line facility. The pipeline was constructed in 1987 and in the late 1990s there were a series of three pipeline failures. At that time they were attributed to damage caused by construction of SR101. The pipeline is over 25 years old and the City desires an assessment of the pipeline and, if needed, pipeline rehabilitation design, followed by construction management services.

The Arrowhead Ranch WRF has four vadose zone recharge wells installed in 2008 at the WRF site. The City would like an assessment of the four vadose zone recharge well operations and well related control system and, if applicable, design of improvements to the control system as needed to more fully develop the recharge capacity of these wells. If the design requires construction of improvements the scope would also include construction management, testing and commissioning services.

The Arrowhead Ranch Water Reclamation Facility is currently undergoing modifications to the existing UV facilities, Chlorination/ Dechlorination Facilities and relocation of the compliance point. In order to operate with the modifications, an application for an "Other Amendment" as defined by the Arizona Department of Environmental Quality to the existing Aquifer Protection Permit needs to be made. This project includes completion of the APP amendment documentation for submission by City of Glendale to the Arizona Department of Environmental Quality.

SCOPE OF WORK

The scope of work for each component of the project will be divided into two phases. Phase I will generally include an evaluation of existing conditions, and Phase II, if required, will include design and construction administration services. Both Phases are included in this Agreement Scope of Services.

Phase I Evaluation of Existing Conditions

Task Group 100 – Project Management

Task 110: General Management and Administration

Engineer will provide general coordination with the City Engineering, Operations and any City Contractors, administer and coordinate with Engineer's subconsultants, develop and update the Phase I project schedule, and perform other administrative functions including, maintaining project data files, tracking project progress and invoicing throughout Phase I.

Task 120: Conduct Project Kickoff Meeting and Monthly Progress Meetings

At the project kickoff meeting Engineer will present the detailed preliminary schedule and the initial pipeline and recharge well improvement assessments planning. The pipeline tapping scope will be discussed along with coordination with City operations to facilitate the vadose zone (VZ) recharge well assessment. The meeting is intended to develop a common understanding of the Phase I evaluation project goals and objectives, identify the lines of communication, and discuss issues that may affect Phase I execution.

Engineer will provide an agenda for each monthly progress meeting and conduct the progress meetings. As needed Engineer will have its subconsultants attend meetings. A total of 10 progress project meetings are anticipated. Engineer will provide draft meeting minutes to the City for review and final minutes incorporating any comments as required.

Group 100 Deliverables:

- Project Schedule
- Meeting Agenda and Minutes, with Action Items
- Monthly Progress Reports
- Document and Data Request Log
- Decision Log

Task Group 200 – Arrowhead Effluent Reuse Pipeline (AERP) Assessment

AERP Assessments Summary: The project team will complete the pipeline assessment in a step-wise approach. The work completed in subsequent steps is dependent on previous assessment findings. The first step includes the following assessments:

Step 1

To provide the City with an early initial assessment of the pipeline the (1) indirect corrosion potential work, and (2) internal video and leak detection work utilizing the existing pipeline taps will be completed in Step 1. This will allow the project team to do an initial assessment of the pipeline conditions in those areas that are assessable, while tapping bidding documents, contractor procurement, and other work is completed as required to perform additional assessments. Step 1 includes the following:

1.1 Corrosion evaluations, including identification of potential corrosion sources such as impressed current from gas lines along the pipeline alignment, conducting soil resistivity surveys and reference electrode surveys along the pipeline alignment. This is included in base level of effort for Phase 1.

1.2 Internal video of the pipeline interior and acoustic leak detection monitoring utilizing the Wachs LDS 1000 assessment system. The assessment system will be inserted through existing taps at the AERP air release valves. The internal video and leak detection will be conducted with flow in the AERP. This is included in base level of effort for Phase 1.

Step 2

Depending on the findings of Step 1 assessment up to six additional 4-inch taps may be required for additional video and leak detection. Step 2 includes the following:

2.1 Internal video of the pipeline interior and acoustic leak detection monitoring utilizing the Wachs LDS 1000 assessment system inserted through up to six new taps installed by a contractor selected through bidding. The tapping and internal video and leak detection will be conducted with flow in the AERP. This is included in base level of effort for Phase 1.

2.2 Petrographical evaluations of up to 3 coupons collected during the pipeline hot-tapping process and corrosion testing of soil samples collected as part of the pipeline tapping process. This is included in base level of effort for Phase 1.

Step 3

Depending on the findings from Steps 1 and 2 assessments, the project team may proceed with one or more of the following subsequent assessments:

3.1 Conducting non-destructive ultrasonic (slab impulse and / or impact echo) testing of up to 15 locations along the pipeline alignment from the pipeline exterior at locations of interest identified in Steps 1 and 2. The pipeline will be exposed by the contractor selected through the project bidding phase. The cost for these Step 3 non-destructive tests is included in the assessment allowance, but the final amount will depend on the number of tests conducted. This is an Allowance task.

3.2 Direct examination of the pipeline exterior at four locations to assess corrosion activity. Locations will be determined from the results of the reference electrode surface survey. Three excavation locations will be where the most significant corrosion is indicated. The fourth excavation will be a control location where no corrosion activity is suspected. Sufficient data will be taken to determine any existing root cause of all significant corrosion activity observed. The pipeline will be exposed by the contractor selected through the project bidding phase. The cost for this Step 3 assessment is included as an allowance. This is an Allowance task.

Task 201: Collect and Review Existing Drawings and Data

In conjunction with the Project Kickoff Meeting, collect and review remaining design, construction and test reports, as-built drawings and other information such as corrosion survey records, leak history reports, and other available inspection reports or information generated subsequent to the year 2000 study. A preliminary listing of these documents was provided at the scoping meeting and has been updated based on the information provided by the City at the scoping meeting.

Task 201 is included in base level of effort for Phase 1.

Task 202: Field Observations and Pre-Inspection Planning

The Engineer and its subconsultants will conduct field verification of drawings and other information to identify location of valves, air release valves, tees and other features, as well as identify access and constraints, relevant below-ground or above-ground features such as power lines, driveways, private property access limitations and adjacent walls or other structures. Working with the City, the Engineer and its subconsultants will inspect existing taps for the insertion of the video / leak detection equipment (step 1 assessment insertion locations).

The team will identify the location of any additional taps required to complete the inspection along the majority of the pipeline. An allowance has been provided for pothole services to identify the depth of the pipeline and includes up to 30 potholes required for tapping in up to 6 locations and exposing the pipeline in up to 15 locations along the pipeline alignment should the assessment deem this is necessary.

The Engineer will develop a permitting coordination matrix for use by the City, Engineer and Contractor for acquisition of required permits to perform the tapping and video unit insertion.

Task 202 is included in base level of effort for Phase 1.

Task 203: Additional Access Bidding Documents and Contractor Selection

Prepare Bidding and Contracting Requirements – Engineer will supplement and complement the City's standard bidding forms with requirements for performance of the pipeline tapping work, additional excavation work, potholing and traffic control design. Engineer will coordinate with the City Project Manager for City's procurement and legal review. The Engineer will also prepare general drawings with piping, tapping sleeve, valve, embedment and backfill notes for completion of the pipeline taps without access MH and other pipeline access points. The documents will also include requirements for permitting and traffic control to be completed by the Contractor.

Engineer will answer Contractor questions during the bidding period and will evaluate bids received from three Contractors and recommend a Contractor for the work. Engineer will review shop drawings from the Contractor.

Task 203 is included in base level of effort for Phase 1.

Task 204: Develop Inspection Plan

Prior to mobilization for the Step 1 assessment, the Engineer will provide the City with an Inspection Plan for review detailing how Step 1 pipeline assessment work will be executed. This Plan will include the refined Step 1 pipeline assessment schedule and pipeline flow ranges that will need to be maintained by the City during the assessment. The Step 1 Plan will take into account field conditions, permitting requirements, mobilization requirements, and discussions with the City and the Arrowhead Effluent Reuse System Manager. Engineer will meet with the City, the Arrowhead Ranch Effluent Reuse Manager, and Contractor once to coordinate the preplanning and schedule.

Prior to mobilization for the Step 2 pipeline Engineer will evaluate the Step 1 assessment results and will determine which locations for Step 2 and Step 3 assessments including new taps and pipeline sections to be exposed for Step 3 assessment by UT and direct corrosion evaluations. The Step 2 Plan will take into account field conditions, permitting requirements, public outreach, Contractor procurement and mobilization requirements, and discussions with the City and the Arrowhead Effluent Reuse System Manager. Engineer will meet with the City, the Arrowhead Ranch Effluent Reuse Manager, and Contractor to coordinate the preplanning and schedule.

Task 204 is included in base level of effort for Phase 1.

Task 205: Public Outreach

Engineer with its public outreach subconsultant will provide the following services prior to and in conjunction with the pipeline tapping and assessments. It is anticipated public outreach will be for the Step 2 and 3 assessments. The current level of effort estimate includes up to a four month assessment for Steps 2 and 3 and provides the following services:

- Identify potential community impacts and issues based on coordination with the City, Contractor, and assessment subconsultants, and provide needed information to community members as required via flyers and web access updates.
- Develop content of flyers for distribution to residents and/or businesses in the specific impacted areas, including contact information and project information, so that residents and businesses can better understand the project impacts. Produce and distribute the flyers for neighborhood outreach.
- Work with Glendale Marketing who will review any project materials/information to be distributed.
- Work with City of Glendale Webmaster to develop a webpage for the project. It is assumed Engineering and its subconsultant will provide the content for Glendale Webmaster input into the web page.
- Collect contact information from businesses, including residential management, for e-updates when the specific project duration warrants ongoing information.
- Provide information to City Council, Transportation (Traffic Control), and Engineering.
- Establish a project hotline for the project with a live response 24 hours a day.
- Review placement of traffic control signs that display project hotline number.

Task 205 is included in base level of effort for Phase 1.

Task 206: Internal Video and Acoustic Leak Detection Survey

Following approval of the Step 1 Inspection Plan, the Engineer and its subconsultant will proceed with the Step 1 video and acoustic leak detection survey. The internal pipeline observations will be recorded, areas of concern will be referenced by pipeline station, and leaks will be estimated and rated as small,

medium, and large. It is anticipated that the Step 1 internal video and acoustic leak detection survey will require a total of six days. The Engineer will remain on-site during all pipeline inspection services in order to direct inspection activities by subconsultant, coordinate with City staff and Arrowhead Effluent management staff, and respond immediately to any issues or preliminary findings that may require adjustment to the Inspection Plan. Informal results of the Step 1 internal video and acoustic leak detection will be available within one week of the field work.

The Step 1 scope of services assumes the City's distribution system field staff will remove the existing ARVs from the vent pipeline and provided access to Black & Veatch and its subconsultants for the video equipment insertion. After completion of the video insertion, it is assumed that the City Staff will reconnect the ARV and if required, recompact the soil and return the surface at the ARV outlet to original condition. It is also assumed the City will obtain ADOT ROW access for the Black & Veatch team, provide any safety barricades and traffic control required for the duration of Step 1 services.

Following the Step 1 assessment, finalization of Step 2 Inspection Plan, and modifications to the pipeline by the City's Contractor for the inspection, the Engineer and its subconsultant will proceed with the Step 2 video and acoustic leak detection survey. The internal pipeline observations will be recorded, areas of concern will be referenced by pipeline station, and leaks will be estimated and rated as small, medium, and large. It is anticipated that the Step 2 internal video and acoustic leak detection survey will require a total of six days. The Engineer will remain on-site during all pipeline inspection services in order to direct inspection activities by subconsultant, coordinate with City staff and Arrowhead Effluent management staff, and respond immediately to any issues or preliminary findings that may require adjustment to the Inspection Plan. Informal results of the Step 2 internal video and acoustic leak detection will be available within one week of the field work.

A draft electronic format leak detection and pipeline assessment summary will be available within twenty one calendar days of the completion of the Steps 1 and 2 field work. It will include photos of areas of concern, classification of any leaks detected including pipeline station, and inspection videos. The video and leak assessment will be included in Technical Memorandum 1 described in Task 210.

Task 206 is included in base level of effort for Phase1.

Task 207: Indirect Corrosion Assessment

Indirect corrosion assessments along the pipeline alignment will include identification of potential sources of corrosion, including soil corrosivity and electrical stray current such as from gas line impressed current systems and from overhead power lines. The corrosion assessment will be performed in compliance with NACE International Standard Recommended Practice SP0502-2008 – Pipeline External Corrosion Direct Assessment Methodology. The assessments will include the following:

- In-situ soil resistivity testing performed using the Wenner 4-pin Method in accordance with ASTM G57–06 – Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method.

- Two-reference-electrode surface survey consisting of measuring the potential difference between two matched copper/copper sulfate electrodes (CSE) in contact with the earth along the pipeline alignment, not under pavement, in ROW accessible to the Engineer, to detect locations for suspected active pipeline corrosion.
- Inspection of pipeline route for potential sources of stray current interference.

We estimate about 4,000 ft of the 36-inch pipeline, about 2,000 ft of the 30-inch pipeline, and about 5,000 ft of the 16-inch pipeline will be accessible for the in-situ soil resistivity and electrode surveys.

Soil samples will be collected from the tapping and any other locations excavated by the Contractor and will be analyzed in a laboratory for pH, sulfide reaction, oxidation/reduction, and chlorides. The electrical resistivity of the samples shall also be measured in the lab and correlated with the results of the field resistivity survey.

Task 207 is included in base level of effort for Phase 1.

Task 208: Petrographic Evaluations

The pipeline material removed for three of the six new 4-inch taps made for the Step 2 video and leak detection will be evaluated through petrographic methods to determine cement mortar lining and coating conditions.

Task 208 is included in base level of effort for Phase 1.

Task 209: Identify Need for Additional Assessments and Pipe Segments Requiring Repair

Based on the results from Steps 1 and 2 assessments, the Engineer will determine if additional assessments are required and, if yes, what the assessments should be and at which pipeline segments and appurtenances the assessments should be conducted. Additional assessments including those described as Step 3 assessments are included as an Allowance to the Phase 1 level of effort.

If additional assessments are not required, the Engineer will evaluate which segments of the pipeline and appurtenances require repair or rehabilitation and prioritize these in terms of severity of need. For those segments not requiring any form of repair or rehabilitation, the Engineer will estimate remaining service life and develop recommendations periodic future condition monitoring. Note that remaining service life estimates will be based on the pipeline inspected and the accuracy will depend in part of the amount of assessments completed for the pipeline. If only Step 1 assessment is completed then the remaining life estimates will be less accurate than if subsequent steps are completed.

Task 209 is included in base level of effort for Phase 1.

Task 210: Inspection Technical Memorandum

The Engineer will prepare **Technical Memorandum 1 (TM 1)**: Pipeline Inspection Results, and present this to City staff for review and comment. TM 1 will summarize the Arrowhead Effluent Pipeline condition assessments and corrosion evaluations and findings. The draft TM will be issued electronically along with three hard copies. Engineer will present the findings included in TM 1 and will

discuss the draft at a progress meeting with the City. It is assumed that the City will provide comments to the TM within ten (10) business days after it is provided to the City, and Engineer will incorporate comments and subsequently issue the final TM electronically along with three hard copies within 10 business days after receiving all of the City's comments.

Task 210 is included in base level of effort for Phase 1.

Task Group 200 Deliverables:

- Step 1 Inspection Plan with permitting coordination matrix
- Step 2 Inspection Plan with permitting coordination matrix
- Step 2 Contractor bidding documents with drawings and other tapping requirements
- Flyers for distribution to neighborhoods for public outreach (Step 2 assessment)
- Content for public outreach Web Page (Step 2 assessment)
- e-updates to neighborhoods and business affected by traffic control (Step 2 assessment)
- Draft electronic format leak detection and pipeline assessment summary
- Technical Memorandum 1: Pipeline Inspection Results

Task Group 300 – Arrowhead Effluent Reuse Pipeline Rehabilitation

Task 301: Develop Pipeline Rehabilitation Plan

The Engineer will evaluate rehabilitation methods applicable to the pipeline conditions. The most feasible rehabilitation methods will be identified. A rehabilitation plan will be developed along with a draft rehabilitation schedule. The Engineer will present the draft plan and schedule to the City at a progress meeting and receive input from the City to adjust the rehabilitation plan.

Task 301 is included in base level of effort for Phase 1.

Task 302: Prepare Cost Estimate for Draft Rehabilitation Plan

The Engineer will develop site-specific cost estimates for the recommended rehabilitation plan, including costs for supply to the downstream users, constructability requirements, geotechnical, traffic, etc. Costs will be to AACE Level 5.

Task 302 is included in base level of effort for Phase 1.

Task 303: Rehabilitation Plan

Based on integration of the various analyses performed during the study and input from City staff, the Project Team will provide a recommended pipeline and appurtenances rehabilitation plan in **Technical Memorandum 2 (TM 2)**: Pipeline Rehabilitation Plan. The draft TM will be issued electronically along with three hard copies. Engineer will present the findings included in TM 2 and will discuss the draft at a progress meeting with the City. It is assumed that the City will provide comments to the TM within ten (10) business days after it is provided to the City, and Engineer will incorporate comments and

subsequently issue the final TM electronically along with three hard copies within 10 business days after receiving all of the City's comments.

Task 303 is included in base level of effort for Phase 1.

Task Group 300 Deliverable:

- Technical Memorandum 2: Pipeline Rehabilitation Plan

Task Group 400 – Arrowhead Vadose Zone Recharge System Operations Assessments

The project team will evaluate potential control system issues that prevent the City from operating the four on-site vadose zone recharge (VZ) wells VZ-1, VZ-2, VZ-3 and VZ-4 constructed in 2008 at the same time at design capacity (one at 300 gpm, and three at 500 gpm). This evaluation will assess control system interaction between the Effluent Pump Station and the recharge well control system.

Task 401: VZ Well Control Problem Definition and Data Collection

Engineer and its recharge well subconsultant will meet with City to discuss the observed issues, available data, and information that can be collected. In addition, this task includes the project hydrogeologist, hydraulic engineer and control system engineer being at the ARWRF control room for up to 16 hours (two days) during which time the interactions between the VZ well recharge system and the pump station can be observed at various flow conditions and discussions can occur with the City Operations staff regarding historic operations, previous troubleshooting, and results.

The Engineer will also review the following as provided by the City:

- Facility record drawings and specifications.
- Equipment shop drawings and datasheets for pre-filter, wells system, effluent pumps, effluent pump VFDs, instrumentation, and Effluent Pump Station and VZ Wells controls system.
- O&M manuals for pre-filter, and pumps.
- Effluent Pump station and VZ well controls system setpoint ranges and current typical settings.
- Existing control descriptions and SCADA screenshots for the Effluent Pump Stations and VZ wells.
- Chemical dosing and feed information.
- At least one to two years of detailed historical data provided in Excel format from SCADA representative of system operation, including the following:
    - Individual effluent pump status, flow, pressure, and speed
    - Alarm status
    - Effluent Pump Station wetwell level and inflow
    - Effluent Reuse Distribution System (ERDS) and vadose zone well flow, pressure and status
    - VZ well prefilter pressure (upstream and downstream) and status

Engineer and its subconsultant will evaluate the collected data to confirm that equipment and control system is operating as designed. A hydraulic model of the existing VZ system (effluent pump station and four 2008 wells) will be created, if required, to understand the hydraulic and control system interaction, and to identify the possible cause of the capacity/control issues related to the VZ wells and pump station control system.

Task 401 is included in base level of effort for Phase 1.

Task 402: Effluent Pump Station and VZ System Operation Technical Memorandum

Engineer will prepare **Technical Memorandum 3 (TM 3)** that (1) summarizes the Effluent Pump Station and 2008 VZ well system operation and the results of the data and information analysis, (2) identifies the potential cause of the capacity/control issues, and (3) provides recommended alternatives for resolution. The recommendations may include: (1) conceptual modifications to the VZ well and Effluent Pump Station control system operational strategy, (2) an outline of conceptual modifications to the "existing" VZ wells and Effluent Pump Station system controls, and / or (3) a description of recommended physical modifications to VZ well and Effluent Pump Station system equipment (valves, pumps, piping, orifices) and AACE Level 5 cost estimates for modifications.

Engineer will provide a draft TM 3 and will discuss the draft at a progress meeting with the City. The draft TM will be issued electronically along with three hard copies. The level of effort estimate includes up to two alternatives in TM 3 to establish VZ well and effluent pump station system changes to mitigate the VZ well capacity limitations related to the recharge well and pump station control system. It is assumed that the City will provide comments to the TM within ten (10) business days after it is provided to the City and Engineer will incorporate comments and subsequently issue the final TM electronically along with three hard copies within 10 business days after receiving all of the City's comments.

Detailed design CAD drawings, specifications, or detailed control descriptions resulting from the evaluation will be provided during Phase II. Other recharge facilities or control of the monitor wells, chemical feed system, ERDS or ASR system and system optimization for future operation are not included in the scope at this time but can be evaluated with a scope and fee modification if authorized by the City.

Task 402 is included in base level of effort for Phase 1.

Task Group 400 Deliverables

- Effluent Pump Station and VZ Well Control System Operation Technical Memorandum 3

Task Group 500 – Arrowhead WRF Aquifer Protection Permit Modifications

The Arrowhead Ranch Water Reclamation Facility (ARWRF) is currently undergoing modifications to the existing UV facilities, Chlorination/Dechlorination Facilities and relocation of the compliance point. In order to operate with the modifications, an application for an "Other Amendment" as defined by the Arizona Department of Environmental Quality (ADEQ) to the existing Aquifer Protection Permit (APP)

needs to be made. This Task Group includes work to facilitate completion of the amendment to the existing APP permit including all necessary coordination with ADEQ.

Task 501 – Coordination Meetings with ADEQ

1. Pre-Application Meeting – Black & Veatch will organize and attend a pre-application meeting with ADEQ to establish requirements for the application submittal. An agenda will be prepared along with a preliminary list of data that is assumed to be part of the application package. During the meeting the list will be reviewed and any other information that is needed will be identified. Black & Veatch will prepare meeting minutes and distribute to document meeting outcomes and decisions.
2. Comment Review Meetings – Black & Veatch will organize and attend 2 comment review meetings to discuss any comments generated after the amendment application package is submitted. Prior to meetings an agenda and comment summary document will be prepared for review with ADEQ personnel. Meeting minutes documenting any decisions or resolutions reached during the meetings will be prepared and distributed. The level of effort for this task is based on 1 meeting for administrative review comments, and 1 meeting for technical comments.

Task 501 is included in base level of effort for Phase 1.

Task 502 – Preliminary Evaluations

Black & Veatch will review the existing APP permit to determine which sections require modifications. Data will be collected and reviewed along with other data including, but not limited to the following:

a. Previous Basis of Design Reports
b. Design Documents (Drawings and Specs)
c. Plant Maps
d. Latest Copies of Self Monitoring Report Forms (SMRF)
e. Operator Licenses
f. Plant O&M Manual
g. Emergency Action Plan and Emergency Contact List
h. ADWR Well Maps
i. Latest Plant Hydrogeologic Study
j. Resume information for design Engineer's on each project

Information that is not readily available from City sources will require solicitation of other entities including Arizona State Agencies, Federal Agencies and other Engineering Firms. The level of effort for this task is based on all documentation that is issued by outside agencies being solicited and available from the agency itself. This task assumes that the existing hydrogeologic study and emergency action plan are adequate for the permit modification and do not require any action or modifications.

Task 502 is included in base level of effort for Phase 1.

Task 503 - Prepare Application Package

Black & Veatch will prepare the application package in accordance with ADEQ requirements and based on information obtained in the pre-application meeting and document investigation. The level of effort for this task is based on a single application that includes modifications to the existing UV facilities, Chlorination/Dechlorination facilities and relocation of the compliance point and the documentation provided under Task 502. This task also includes up to two resubmittals of information to ADEQ for each

phase (Administrative and Technical). The application package will at a minimum include the following information:

a. ADEQ Application
b. Projects design documentation (BDR, etc.)
c. Required drawings, maps, etc.
d. Design Calculations
e. Latest Copies of Self Monitoring Report Forms (SMRF)
f. Operator Licenses
g. Plant O&M Manual
h. Emergency Action Plan and Emergency Contact List
i. Design Engineer Resumes

Documents will be submitted directly to the City of Glendale for review and submission to ADEQ.

Task 503 is included in base level of effort for Phase 1.

Group 500 Deliverables:

1. Coordination Meeting Agendas and Minutes (3)
2. Application Package Submittal
3. Administrative Responses (2 response documents)
4. Technical Responses to ADEQ Comments (2 response documents)

Items Excluded from this scope include:

- Payment of permit fees
- Additional meetings beyond those defined by this task group
- Application requirements for more substantial permit modification, such as a major amendment

Phase II - Design and Construction Administration Services (If determined needed)

The following presents a general description of the work anticipated during Phase II - Design and Construction Administration Services for the pipeline rehabilitation and recharge system improvements. The scope of services for this phase will be finalized and negotiated with the City near the completion of Phase I – Evaluation of Existing Conditions. The major elements of work anticipated during this phase include:

Task Group 600 - Design and Construction Documents

Design will consist of 60, 90 and 100 percent deliverables, which may include plans and specifications and programming including, but not necessarily limited to, the following:

- Design of pipeline rehabilitation including associated appurtenances.
- Design of the control system for the VZ recharge wells and associated appurtenances.
- Design of electrical, instrumentation and control systems design and programming control descriptions.

Task Group 700 - Coordination and Permitting (If determined needed)

Coordination and permitting including but not necessarily limited to, the following:

- Review and approval through City of Glendale Development Services
- Approval to Construct and Approval of Construction by Maricopa County Environmental Services Department (MCESD)
- Permitting with Arizona Department of Environmental Quality and Arizona Department of Water Resources
- Coordination and any required permitting with Arizona Department of Transportation (ADOT)
- Coordination and Communication with Arrowhead Ranch Property Owners Association and adjacent developments and homeowners as applicable

Task Group 800 - Bid Phase Services

Coordination with the City for preparation of bidding documents, bid advertisement, pre-bid meeting, review and issuance of addendums, if any, attending bid opening, bid evaluation, and recommendations.

Task Group 900 - Construction Administration

This task will span all customary activities related to construction administration including: preconstruction conference, submittal reviews, pay-application reviews, RFIs, construction meetings, inspection, Resident Engineering, Change Orders, Field Directives, instrumentation and control programming, record drawing preparation, coordination with the City for materials testing, and any other ancillary activities.

ALLOWANCE TASKS:

Allowance items described below are applicable to the Phase 1 Evaluation of Existing Conditions.

Utility Engineering & Potholing

Engineer will coordinate and assemble data relevant to the utilities at locations where taps are needed for insertion of the video and leak detection or for uncovering pipeline for UT or direct corrosion evaluations may be needed All subsurface utility data will be depicted to Level D as defined in ASCE 38-02.

Copies of the projected locations for additional evaluations will be sent to utility companies, and their record drawings, and right-of-way / entry requirements will be solicited. Submittal and schedule requirements associated with obtaining permits from utilities will be investigated.

Based on the above, Engineer will identify utilities which may conflict with pothole or other areas for excavation. The potholing and excavation of these locations will be coordinated with the Engineer's potholing subconsultant; for budget purposes, costs are included for up to 10 potholes located in unpaved areas and 20 potholes located in paved areas.

This is an Allowance task.

Additional Petrographic Evaluations and Ultrasonic Testing

The pipeline material removed for the remaining three of six new 4-inch taps will also be evaluated through petrographic methods to determine cement mortar lining and coating conditions.

This is an Allowance task.

Ultrasonic Testing

At locations of interest identified by the video, leak detection, and field corrosion evaluation efforts, the pipeline will be excavated in up to 15 locations by the City's Contractor. The Engineer will then use Slab Impulse Response (SIR) ultrasonic tests to determine delamination of the outer or inner cement mortar from the steel cylinder and outer bars. The test points will be on a 1 ft lengthwise grid along a 3-5 ft long pipe length of pipeline exterior exposed by Contractor's excavations. The test will be conducted at 4 to 8 points around the pipe radius. Impact Echo testing may also be conducted to supplement the SIR Testing.

This is an Allowance task.

Direct Corrosion Assessments

Depending on the findings from the indirect corrosion assessment, the Engineer may recommend and conduct direct examination of the pipeline exterior at four locations to assess corrosion activity. Locations will be determined from the results of the reference electrode surface survey. Three excavation locations will be where the most significant corrosion is indicated. The fourth excavation will be a control location where no corrosion activity is suspected. Sufficient data will be taken to determine any existing root cause of all significant corrosion activity observed.

This is an Allowance task.

AERP System Transient Assessment

A hydraulic model of the Arrowhead ERP will be built by the Engineer based on the as-built drawings, pump information, and valve characteristics provided by the City. The model will include all dynamic characteristics of the system (pump curves, horsepower, rpm and inertia, valve flow curves, check valves, actuated valves, and pipe wave speed). Engineer will review system operation with the City to gain a clear understanding of the detailed mode of operation, pressure and flow requirements, and control philosophy of the existing system under all conditions with flow to the Arrowhead ERP. This understanding will serve to establish a range of operating scenarios.

Potential surge conditions which may occur in the system as a result of pump and valve operations will be reviewed. These include conditions resulting from both normal and abnormal, but possible, operations. The evaluation will determine the system capacity and allowances with regard to surge pressures. Model simulations (up to six scenarios) will be performed with the hydraulic model to identify potential risks associated with surge conditions. Should any simulated operation result in unacceptable surge conditions, surge remediation systems will be considered. Typical surge suppression systems include changes of operation (valve opening/closure times, pump normal start-up and stop time, system pressure adjustment, etc., surge relief valves, air valves, and surge tanks. The results of the hydraulic

and surge analysis will be summarized in **Technical Memorandum 4:** System Transient Assessment. The draft TM will be issued electronically along with three hard copies. Engineer will present the findings included in TM 4 and will discuss the draft at a progress meeting with the City. It is assumed that the City will provide comments to the TM within ten (10) business days after it is provided to the City, and Engineer will incorporate comments and subsequently issue the final TM electronically along with three hard copies within 10 business days after receiving all of the City's comments.

This is an Allowance task.

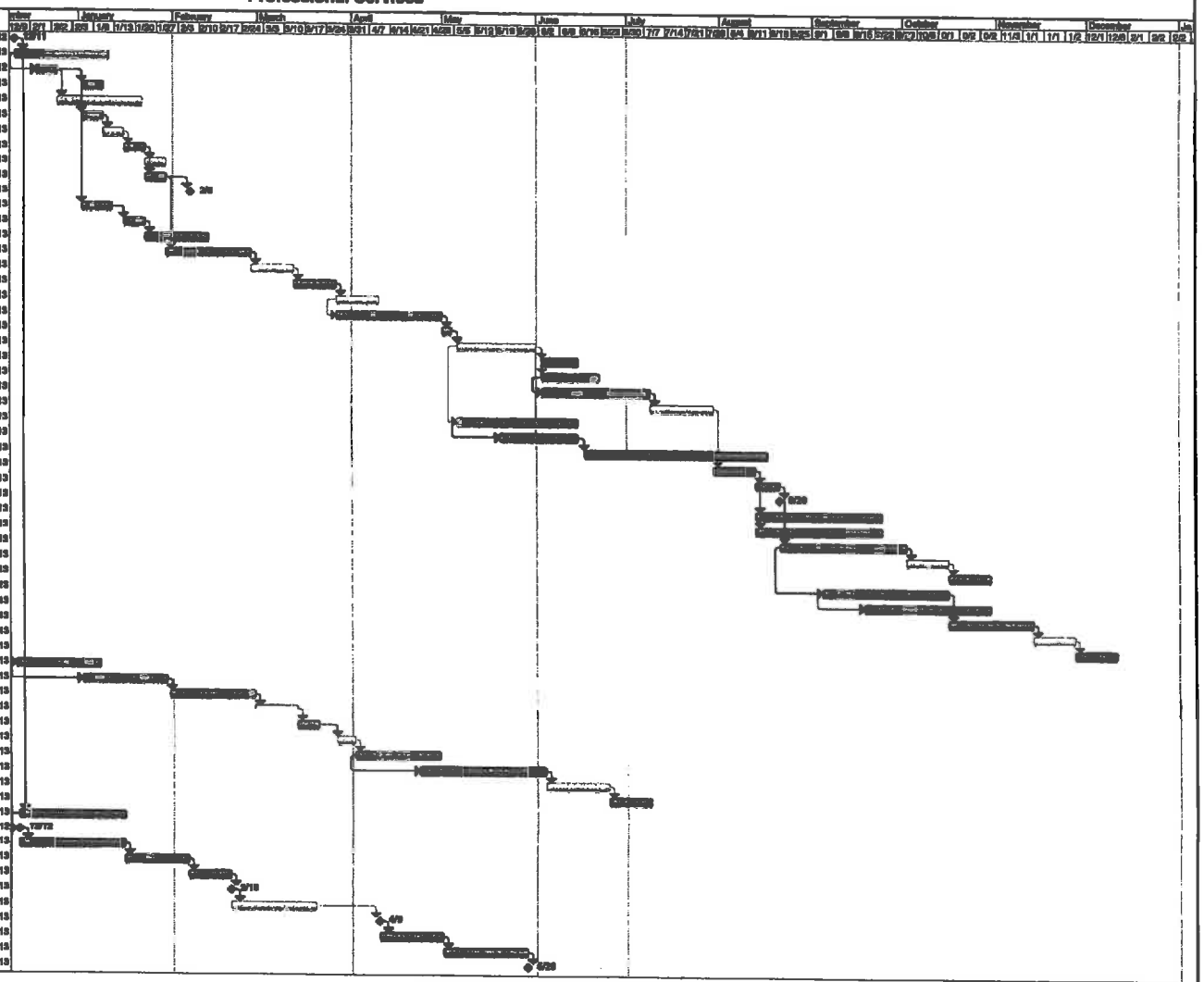
EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
Glendale Arrowhead Effluent Reuse Pipeline Assessment and Assessment for Recharge Well Improvements Project
Professional Services

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Tue 12/11/12	Tue 12/11/12
2	Existing Conditions and Data Review	25 days	Tue 12/11/12	Thu 1/10/13
3	Field Observations & Pre-Inspection planning	5 days	Tue 12/18/12	Mon 12/24/12
4	Permitting Matrix Development	5 days	Wed 1/2/13	Tue 1/8/13
5	ADOT Permitting for Work in ROW	20 days	Tue 12/25/12	Mon 1/21/13
6	Develop Step 1 Existing Tap Video Entrance Plan	5 days	Wed 1/2/13	Tue 1/8/13
7	City Review of Step 1 Existing Tap Video Entrance Plan	5 days	Wed 1/9/13	Tue 1/15/13
8	Finalize Step 1 Existing Tap Video Entrance Plan	5 days	Wed 1/16/13	Tue 1/22/13
9	City Removes and Reconnects ARVS	5 days	Wed 1/23/13	Tue 1/29/13
10	Step 1 Video and Leak Detection	5 days	Wed 1/23/13	Tue 1/29/13
11	Informal Results from Step 1 Video / Leak Detection Presented	0 days	Wed 2/6/13	Wed 2/6/13
12	Develop Current Source Evaluation	5 days	Wed 1/2/13	Fri 1/11/13
13	Initial Field (Indirect) Corrosion Assessment	5 days	Wed 1/16/13	Tue 1/22/13
14	Develop Step 2 Inspection Pipeline Plan	15 days	Wed 1/23/13	Tue 2/12/13
15	Pothole and Access Contractor Bidding Doc Development	20 days	Wed 1/30/13	Tue 2/26/13
16	City Review of Bidding Documents	10 days	Wed 2/27/13	Tue 3/12/13
17	Comment Resolution of Bidding Documents	10 days	Wed 3/13/13	Tue 3/26/13
18	Advertise Project	10 days	Wed 3/27/13	Tue 4/9/13
19	Bidding	25 days	Wed 4/27/13	Tue 4/30/13
20	Contractor Selection	3 days	Wed 5/1/13	Fri 5/3/13
21	Legal & City Council Approval of Contractor	20 days	Mon 5/6/13	Fri 5/31/13
22	Contractor Potholing	10 days	Mon 6/3/13	Fri 6/14/13
23	Contractor's Traffic Control Plan Development	15 days	Mon 6/3/13	Fri 6/21/13
24	Contractor Permitting Documents Preparation	25 days	Mon 6/3/13	Mon 7/8/13
25	ADOT & COG Permitting Review & Approval	15 days	Tue 7/9/13	Mon 7/29/13
26	Public Outreach Planning	30 days	Mon 6/3/13	Fri 6/14/13
27	Public Outreach Flyer & Webpage Development	30 days	Mon 6/3/13	Fri 6/14/13
28	Conduct Public Outreach	45 days	Mon 6/17/13	Fri 8/16/13
29	Contractor Traffic Control Setup & Tapping	10 days	Tue 7/30/13	Mon 8/12/13
30	Step 2 Internal Video & Leak Detection Survey	5 days	Tue 8/13/13	Tue 8/20/13
31	Informal Results from Step 2 Video	0 days	Tue 8/20/13	Tue 8/20/13
32	Soil Sample Testing & Evaluations	30 days	Tue 8/13/13	Mon 9/23/13
33	Petrographic Evaluations	30 days	Tue 8/13/13	Mon 9/23/13
34	Draft TM1 - Pipeline Inspection	30 days	Wed 8/21/13	Tue 10/1/13
35	City Review of TM1	10 days	Wed 10/2/13	Tue 10/15/13
36	Finalize TM1 - Pipeline Inspection	10 days	Wed 10/16/13	Tue 10/29/13
37	Pipeline Rehabilitation Plan Development	30 days	Wed 8/4/13	Tue 10/15/13
38	Cost Estimate for Rehabilitation Development	30 days	Wed 9/18/13	Tue 10/29/13
39	Draft TM 2 - Rehabilitation Plan	20 days	Wed 10/16/13	Tue 11/12/13
40	City Review of TM 2 Rehabilitation Plan	10 days	Wed 11/13/13	Tue 11/26/13
41	Final TM 2 - Rehabilitation Plan	10 days	Wed 11/27/13	Tue 12/10/13
42	ARWRF VZR Well & PS Data Collection	20 days	Tue 12/11/12	Mon 1/7/13
43	ARWRF VZR Well & PS Data Review & Interview	20 days	Wed 1/2/13	Tue 1/29/13
44	Develop Testing Plan for ARWRF VZR Well & PS	20 days	Thu 1/31/13	Wed 2/27/13
45	City Review Testing Plan for ARWRF VZR Well & PS	10 days	Thu 2/28/13	Wed 3/13/13
46	Address City Comments on Testing Plan	5 days	Thu 3/14/13	Wed 3/20/13
47	Test VZR Wells & Pump Station	4 days	Wed 3/27/13	Mon 4/1/13
48	VZR Well & Control System Evaluations	20 days	Tue 4/2/13	Mon 4/29/13
49	Draft TM 3 VZR Well & Control System	30 days	Tue 4/23/13	Mon 5/3/13
50	City Review of TM 3	15 days	Tue 5/4/13	Mon 5/24/13
51	Finalize TM 3 VZR Well & Control System	10 days	Tue 5/28/13	Mon 7/8/13
52	Arrowhead APP Preliminary Evaluations	25 days	Wed 12/12/12	Tue 1/15/13
53	Preapplication meeting with ADEQ on APP Modification	0 days	Wed 12/12/12	Wed 12/12/12
54	Prepare APP Modification Application Package	25 days	Wed 12/12/12	Tue 1/15/13
55	City review of APP Modification Application Package	15 days	Wed 1/16/13	Tue 2/5/13
56	Address City Review Comment on APP Application	10 days	Wed 2/6/13	Tue 2/19/13
57	Submittal of APP Modification Application Package	0 days	Tue 2/19/13	Tue 2/19/13
58	ADEQ Review of APP Modification Application	20 days	Wed 2/20/13	Tue 3/19/13
59	Meeting With ADEQ For APP Comment Resolutions	0 days	Tue 4/9/13	Tue 4/9/13
60	Resubmittal of APP Modification Application to ADEQ	15 days	Wed 4/10/13	Tue 4/30/13
61	ADEQ 3rd Review of APP Modification Application	20 days	Wed 5/1/13	Tue 5/28/13
62	Final APP Modification Issued	0 days	Tue 5/28/13	Tue 5/28/13



Project: Schedule 03
Date: Thu 11/15/12

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Black & Veatch

Schedule 03 Rv 11.mpp

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $682,050.

DETAILED PROJECT COMPENSATION

See Attached.

Exhibit D Compensation
Arrowhead Ranch Effluent Pipeline Condition and Recharge Assessment
Phase I - Evaluation of Existing Conditions
City of Glendale
Professional Services

Task	Description	Total Hours	Total Fee	Assumptions (see also notes below)
100	PROJECT MANAGEMENT			
	General Management & Administration	104	$16,420	12 Month Phase 1
	Kick-off & Monthly Progress Meetings	136	$24,160	10 Progress meetings
	Subtotal	240	$40,580	
200	ARROWHEAD EFFLUENT REUSE PIPELINE ASSESSMENT			
	Collect and Review Existing Drawings and Data	130	$20,930	
	Field Obsevations and Pre-Inspection Planning	154	$25,320	
	Additional Access Bidding Documents & Contractor Selectior	132	$20,620	Assumes up to 1 bid addenda.
	Develop Inspection Plan	98	$16,520	
	Public Outreach	66	$11,470	
	Internal Video and Acoustic Leak Detection Survey	150	$27,120	
	Indirect Corrosion Assessment	218	$40,240	
	Petrographic Evaluations (3 Initial)	28	$4,890	
	Identify Need for Additional Assessment & Pipe Segments Requiring Re	60	$10,500	
	TM-1 Inspection Technical Memorandum	146	$23,070	
	Subtotal	1,182	$200,080	
300	ARROWHEAD EFFLUENT REUSE PIPELINE REHABILITATION			
	Develop Pipeline Rehabilitation Plan	136	$22,130	
	Prepare Cost Estimate for Draft Rehabilitation Plan	72	$10,910	
	TM-2 Rehabilitation Plan	114	$18,520	
	Subtotal	322	$51,560	
400	ARROWHEAD RECHARGE SYSTEM OPERATIONS ASSESSMENTS			
	VZR Well Control Problem Definition and Data Collectior	236	$37,670	
	TM-3 Effluent Pump station and VZR System Operations	102	$15,990	
	Subtotal	338	$53,660	
500	AQUIFER PROTECTION PERMIT MODIFICATIONS			
	Coordination meetings with ADEQ	24	$4,580	
	Preliminary Evaluations	28	$4,940	
	Prepare Application Package and Documentation	108	$15,360	
	Subtotal	160	$24,880	
	BLACK & VEATCH PHASE I TOTAL w/o ALLOWANCES	2,242	$370,760	
	BLACK & VEATCH ALLOWANCES			
	Utility Engineering and Potholing Coordination	62	$10,850	
	Petrographic Evaluations, 3 additional (Step 3 Assessment)	10	$1,600	
	Ultrasonic Testing, Up to 15 locations (Step 3 Assessment)	74	$13,530	
	Direct Corrosion Assessment (Step 3 Assessment)	90	$19,620	
	TM AERP System Transient Assessment	146	$23,980	
	Engineering Allowance for Unanticipated Conditions	68	$14,180	
	Total Phase I Black & Veatch Allowances	450	$83,760	
	BLACK & VEATCH PHASE I TOTAL w/ ALLOWANCES	2,692	$454,520	
	SUBCONSULTANTS			
	CLEAR CREEK AND ASSOCIATES (Well Control Assessment)			
	General Management & Administration		$4,444	
	Kick-off Mtg, One Progress Meetings and TM 3 Review Meeting		$4,198	
	VZR Well Control Problem Definition and Data Collectior		$8,696	
	TM-3 Effluent Pump station and VZR System Operations		$7,292	
	WACHS (Video and Acoustic Leak Detection)		$140,000	
	Olson (Petrographic Step 1 Assessment)		$6,200	
	Makpro (Public Outreach)		$9,800	
	Speedie & Associates (Soil Corrosion Testing)		$3,000	
	Subconsultants Phase I Subtotal w/o Allowances		$183,630	
	SUBCONSULTANT PHASE I ALLOWANCES			
	Pothole Subconsultant			
	Pothole Services		$18,000	
	Olson			
	Petrographic Evaluations, 3 additional (Step 2 Assessment)		$6,000	
	Ultrasonic Testing, Up to 15 locations (Step 2 Assessment)		$17,500	
	Speedie and Associates			
	Additional Corrosion Assessment (Step 2 Assessment)		$2,400	
	Subconsultants Phase I Allowances Subtotal		$43,900	
	Phase I PROJECT TOTAL W/O ALLOWANCES		$554,390	
	PHASE I PROJECT TOTAL W/ ALLOWANCES		$682,050	
600-900	Phase II Tasks			
	The level of effort for Phase II tasks will be estimated once assessments are near completion to provide the City with a better estimate of services.			

Notes:

1. Expenses include delivery such as Courrier, Fed Exp and UPS, travel costs, including meals, lodging, and travel mileage at IRS approvec rates, mobilization, etc., for pipeline assessment experts and testing subconsultants, reproduction (printing, reproduction of deliverable
2. The level of effort estimate is based on data currently provided by the City. Unforseen conditions which require additional Engineer and subconsultant services will be considered as supplemental services that will be performed following scopes of services and level of effort negotiations as required and approval by the City
3. Level of Effort Estimate is exclusive of Contractor services for installing new taps for video access (Step 2 assessment) and exposing pipeline for UT and direct corrosion assessment (Step 3 assessments), permitting fees, contractor's supervision, safety, general conditions, traffic control planning and traffic control implementation

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **PURCHASE OF ULTRAVIOLET EQUIPMENT PARTS AND SUPPLIES**
Staff Contact: **Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of parts and supplies for the ultraviolet (UV) disinfection systems at the West Area and Arrowhead Ranch Water Reclamation Facilities. These purchases will be made from DC Frost Associates Inc. in an amount not to exceed $400,000 annually.

Background Summary

The UV disinfecting systems and related components at the facilities are constantly operating and must be replaced on a regular basis. The systems and any replacement parts are proprietary in nature with Trojan Technologies, Inc. as the sole manufacturer. DC Frost Associates Inc. is a subsidiary of Coombs-Hopkins, Co., who is Trojan Technologies' sole authorized representative for Arizona.

Previous Related Council Action

Council approval was given on January 27, 2009 for purchases from Trojan Technologies or its authorized representatives, in the amount of $400,000.

Community Benefit/Public Involvement

This request allows the Water Services Department to purchase necessary parts to continue to treat reclaimed water to A+ standards for delivery to community lakes and recharge facilities.

Budget and Financial Impacts

Cost	Fund-Department-Account
$400,000	**2360-17160-523400 (Arrowhead Reclamation Plant) and 2360-17170-523400 (West Area Plant)**

CITY COUNCIL REPORT

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Staff Report

Other

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Craig Johnson, P.E., Executive Director, Water Services**
Item Title:	**PURCHASE OF ULTRAVIOLET EQUIPMENT PARTS AND SUPPLIES**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information regarding purchase of parts and supplies from DC Frost Associates Inc. in an amount not to exceed $400,000 annually for the ultraviolet (UV) disinfection systems at the West Area and Arrowhead Ranch Water Reclamation Facilities. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval, and to allow annual purchases not to exceed $400,000 annually.

BACKGROUND

The West Area (WAWRF) and Arrowhead Ranch (ARWRF) Water Reclamation Facilities both use UV disinfecting technology during the treatment process to effectively treat wastewater to A+ effluent standards. UV lamps are used in the disinfecting process when treating reclaimed water at the city's reclamation facilities. The lamps and other related components at the facilities are constantly operating and must be replaced on a regular basis.

The UV disinfecting systems and any replacement parts are proprietary in nature with Trojan Technologies, Inc. as the sole manufacturer. The Water Services Department has submitted all required documentation to request a sole-source procurement, and after review, Materials Management concurs that a sole-source procurement is appropriate under City Code. DC Frost Associates, Inc. is a wholly-owned subsidiary of The Coombs-Hopkins, Co., who is Trojan Technologies' sole authorized representative for Arizona.

ANALYSIS

The Water Reclamation Facilities function to safely treat wastewater. Water reclamation includes the disinfection of the final treated effluent through use of a combination of UV light and supplemental chlorine addition. The facilities require this system and the proper maintenance of the equipment.

Council has previously approved purchases from Trojan Technologies or its authorized representatives, on January 27, 2009 in the amount of $400,000.

FISCAL IMPACTS

Total cost is not to exceed $400,000 annually. Funds for this budgeted item are available in the FY 2012-13 operating budget of the Water Services Department.

TROJAN UV
WATER CONFIDENCE

September 10, 2012

Karla Camou-Guerra
City of Glendale
5901 N Glen Harbor Blvd
Glendale, AZ
85307

Dear Ms. Camou-Guerra

RE: Trojan System UV4000 ™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UV4000™ , Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, is it recommended that specialized system components be purchased and contracted from DC Frost Associates, a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES, INC.

Judy Georgijev
Municipal Territory Representative

cc: Catherine Frost, DC Frost Associates

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **AUTHORIZATION FOR WATER RECLAMATION BLOWER MAINTENANCE SERVICES**
Staff Contact: **Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of equipment and services for the maintenance of blowers at the West Area Water Reclamation Facility. Maintenance services will be done by Western Environmental Equipment Company in an amount not to exceed $177,604.90.

Background Summary

Water reclamation facilities provide a biological stabilization process to treat sewage and reclaim wastewater. Blowers are used to provide the continuous air supply required by this process. The West Area Water Reclamation Facility has three blowers which run continually in a 24-hour a day operation and all three blowers are due for scheduled maintenance.

Community Benefit/Public Involvement

Approval of this request will continue to provide uninterrupted plant operations, high-quality reclaimed water output, and continued compliance with state and federal regulations.

Budget and Financial Impacts

Cost	Fund-Department-Account
$177,604.90	**2360-17170-523400 (West Area Plant)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

CITY COUNCIL REPORT

Attachments

Staff Report

Other

Other

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Craig Johnson, P.E., Executive Director, Water Services**
Item Title:	**AUTHORIZATION FOR WATER RECLAMATION BLOWER MAINTENANCE SERVICES**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This report contains information on the proposed work by Western Environmental Equipment Company for the maintenance of blowers at the West Area Water Reclamation Facility in an amount not to exceed $177,604.90. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The West Area Water Reclamation Facility blowers are a major component in the biological stabilization process used at this facility. These high volume blowers provide the process air supply required to treat sewage reclaimed by this facility.

Water reclamation is a non-stop 24 hour a day operation and blowers require regular maintenance to ensure they continue to function properly. The West Area Water Reclamation Facility has three Turblex brand blowers currently in use and all are due for scheduled maintenance. The blower system and replacement parts are proprietary in nature. The Water Services Department has submitted all required documentation to request a sole-source procurement and, after review, Materials Management concurs that a sole-source procurement is appropriate under City Code. Siemens Energy, Inc. is the sole provider of Turblex products and has designated Western Environmental Equipment Company as their exclusive representative for maintenance and repairs.

ANALYSIS

Regular maintenance of the blowers ensures the system continues to function properly resulting in efficient and uninterrupted plant operations, high quality A+ rated effluent production, and continued federal and state regulatory compliance.

Water Services will be requesting Council authorization for the maintenance services for the three blowers. Western Environmental Equipment Company will provide two service technicians, necessary equipment, and any replacement parts.

FISCAL IMPACTS

Anticipated cost is $177,604.90 and funds for this budgeted item are available in the FY 2012-13 operating budget of the Water Services Department.

Western Environmental Equipment Company
8320 East Gelding Drive, Suite 101
Scottsdale, AZ 85260

WEECI

-Manufacturers Representatives for the Water and Wastewater Industries

Quotation # 3770R2
11/5/2012

Karla Canou Guerra
City of Glendale
5901 N Glen Harbor Blvd.
Glendale, AZ 85307

Class II Service for Siemens - Turblex Blowers SN 4889, 4890, 6098

Item	Qty	Description	Unit Price	Ext. Price
1)	1	Class II Service (air-end and gearbox) with typical Class II replacement parts: - Class II Service of three (3) Blowers at the Glendale West WRF - includes Class II typical replacement parts, round-trip shipment/rental of A-Frame and two service technicians to perform Class II Service.		$54,871.00
		Sales Tax on Typical Replacement Parts		$391.20
		Total		$55,262.20

Items included in Class II service:

-Dismantle compressor air-end
-Inspect and clean variable vane system
-check variable vane geometry
-check axial movement of high and low-speed shafts
-check unit alignment before re-start as required
-dismantle gearbox
-inspect gearwheels, bearings and seals and check clearances
-replace flexible seals (o-rings)
-inspect electric motor, oil pump, oil cooler, coupling, valves, etc.

Typical Replacement Parts for Class II Service:

3 GL225T0001 Shim Set

Western Environmental Equipment Company
8320 East Gelding Drive, Suite 101
Scottsdale, AZ 85260

WEECI

-Manufacturers Representatives for the Water and Wastewater Industries

3	GL315T004	Shim Set
3	GL315T035	Shim Set
3	9332260869	Sealing Ring
3	9332253500	O-Ring
3	89027262	O-Ring
6	89027296	O-Ring
3	89412415	O-Ring
1		Laser Alignment

Additional Parts that maybe required:

3	GL225T005	Thrust/Journal Bearing	$9,498.00
3	GL225 T006	Thurst/Journal Bearing	$8,433.00
3	GL315T055	Journal Bearing	$18,465.00
3	GL315T009	Journal Bearing	$22,713.00
3	GL315T006	Counter Bearing	$5,904.00
3	GL315T049	Thrust Bearing	$6,141.00
3	GL225T004	Sealing Ring	$9,036.00
3	9332230640	Labyrinth Seal	$9,027.00
3	9332230573	Sealing Sleeve	$8,184.00
3	N17A35507	Sealing Ring	$48.00
3	GL225T001	Sealing Ring	$14,637.00

Sub-Total of Possible Additional Parts:	$112,086.00
Sales Tax on Possible Additional Parts	$10,031.70
Freight/Shipping	$225.00
Expected Not To Exceed Number	$177,604.90

Delivery: Proposal includes an estimated eighteen days of labor, two days of travel, and three weekend stay overs. Service requires 2 week notice for scheduling.

Terms: Net 30 days. Purchase order should be made out for the Expected Not to Exceed Number of $177,604.90. All parts listed will be shipped to the site before service begins. Any parts not used will be credited back to the City of Glendale and not invoiced. All freight is included in the price. No restocking charges will apply to parts not used and returned.

Phone: 480-607-2884 Website: www.weeci.com Fax: 480-607-7009

Western Environmental Equipment Company
8320 East Gelding Drive, Suite 101
Scottsdale, AZ 85260

WEECI

-Manufacturers Representatives for the Water and Wastewater Industries

Please Make Purchase Order To:

Western Environmental Equipment Co. (WEECI)
8320 E. Gelding Drive, Suite 101
Scottsdale, AZ. 85260

Validity: Prices valid through December 31, 2012

Clarifications:

1. Work will be performed by a Siemens - Turblex technician and one helper provided by WEECI. All Siemens work will be contracted by WEECI with Siemens - Turblex. The City of Glendale only needs to issue a purchase order to WEECI as outlined above.

2. Any unexpected wear or abnormalities indentified during the Class II service will be noted to the customer and an additional quote will be provided for the labor and parts required to for repair if not covered by this proposal.

3. Only parts used will be charged.

Regards,
Dennis Gamache

Phone: 480-607-2884 Website: www.weeci.com Fax: 480-607-7009

SIEMENS

Siemens Energy, Inc.

Dennis Gamache
Western Environmental Equipment Co.
8320 E Gelding Dr., Suite 101
Scottsdale, AZ 85260
Ph: 480-607-2884
Cell: 602-799-9357
Fax: 480-607-7009

Name	Curtis Rogers
Department	E O C&S PCF MIA S Americas Sales and Service Engineer
Telephone	417-864-5599
Fax	417-866-0235
Mobile	417-827-2371
E-mail	rogers.curtis@siemens.com
Your letter of	August, 13 2012
Our reference	Siemens Proposal F174-2991
Date	January 20, 2012

To whom it may concern,

This letter is to advise that Western Environmental Equipment Company. located in Scottsdale, AZ is the exclusive Representative of Siemens Energy, Inc. (formerly Turblex Inc.) for the sale of Turbomachinery Solutions Contractual products (Integrally Geared STC-GO, Direct Drive STC-DO, and Separately Geared STC-SOF and STC_SOL) appurtenances, maintenance and labor services provided including training and includes spare parts for the use in water / wastewater for the following counties, Mohave, Yavapai, Coconino, Navajo, Apache, Greenlee, Graham, Gila, Maricopa, LaPaz, Yuma, Pinal, Pima, Cochise, Santa Cruz, in Arizona.

With kind regards,

Curtis Rogers

Americas Sales and Service Engineer
Siemens Energy Inc
4654 W Farm Rd 130
Springfield, MO 65802
Phone: (417) 380-5695
Fax: (417) 866-0235
Cell: 417.827.2371
rogers.curtis@siemens.com
Please Visit:www.siemens.com/energy

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **TRANSFER OF PROPERTY WITH MIDWESTERN UNIVERSITY**
Staff Contact: **Gregory Rodzenko, P.E., Acting City Engineer**

Purpose and Recommended Action

This is a request for City Council to adopt an ordinance authorizing the City Manager to authorizing the transfer of property of a city-owned parcel to Midwestern University in exchange for roadway improvements constructed by Midwestern University. Staff is requesting Council waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute the documents necessary to complete the land transfer.

Background Summary

In 2011, Midwestern University, at the request of city staff, constructed roadway improvements to 57th Avenue and the Loop 101 frontage road. The frontage road and 57th Avenue intersection was reconstructed to improve the safety of this intersection. The roadway work eliminated an acute right angle at the intersection which is now configured at a standard 90 degree angle. The city is obligated to construct these safety improvements. The city-owned parcel to be transferred was deeded to Glendale by the Paloma Corporation, the original developer of Arrowhead Ranch, for drainage purposes in 1985 and was recently split into two parcels through the minor land division process. Only the east parcel is required for the 55th Avenue Drainage Channel. The west parcel, which the city has no plans to improve, should be deeded to Midwestern. The improvement costs for this intersection and street improvements was approximately $926,648 which exceeds the fair market value of the city parcel which is estimated at $34,500 to $46,000 per a broker letter of valuation. There are no costs incurred as a result of this action.

Community Benefit/Public Involvement

A public notice regarding this transfer of property was posted at Glendale City Hall for 12 consecutive days prior to Council action.

Attachments

Staff Report

Ordinance

Other

Other

Map

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Gregory Rodzenko, P.E., Acting City Engineer**
Item Title:	**TRANSFER OF PROPERTY WITH MIDWESTERN UNIVERSITY**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Manager forward this item for City Council consideration and action. Staff requests the City Council adopt an ordinance authorizing the transfer of city-owned property to Midwestern University in exchange for roadway improvements constructed by Midwestern and to authorize the City Manager to execute any and all documents to complete the transfer.

BACKGROUND

In 2011, Midwestern University, at the request of city staff, constructed roadway improvements to 57th Avenue and the Loop 101 frontage road. The frontage road and 57th Avenue intersection was reconstructed to improve the safety of this intersection. The roadway work eliminated an acute right angle at the intersection which is now configured at a standard 90 degree angle. The city is obligated to construct these safety improvements. The city-owned parcel to be exchanged was deeded to Glendale by the Paloma Corporation, the original developer of Arrowhead Ranch, for drainage purposes in 1985 and was recently split into two parcels through the minor land division process. Only the east parcel is required for the 55th Avenue Drainage Channel. The west parcel, which the city has no plans to improve, should be deeded to Midwestern. The improvement costs for this intersection and street improvements was approximately $926,648 which exceeds the fair market value of the city parcel which is estimated at $34,500 to $46,000 per a broker letter of valuation.

ANALYSIS

- Staff recommends approval of this property transfer.
- There will be no impact on any city departments, staff or service levels as a result of this action.
- A public notice regarding this transfer of property was posted at City Hall for 12 consecutive days prior to Council action.
- The city will retain its waterline easement through this parcel to accommodate the existing water line at this location.

FISCAL IMPACTS

There are no costs incurred as a result of this action.

ORDINANCE NO. 2828 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF PROPERTY TO MIDWESTERN UNIVERSITY OF REAL PROPERTY LOCATED SOUTH OF BEARDSLEY ROAD BETWEEN 57TH AVENUE AND THE 55TH AVENUE DRAINAGE CHANNEL AND NEAR THE INTERSECTION WITH THE LOOP 101 FRONTAGE ROAD; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby authorities the transfer of property more fully described in Exhibit A to Midwestern University in consideration for Midwestern University's improvement of the public right-of-way at 57th Avenue and Utopia Road.

SECTION 2. That the City Council authorizes and directs that the Mayor execute a special warranty deed in the form attached hereto as Exhibit B, containing the legal description, and that the Acting City Manager and City Clerk execute any and all other necessary documents to effectuate said property exchange.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

p_transfer_midwestern(2).doc

EXHIBIT A
LEGAL DESCRIPTION
CITY OF GLENDALE PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, RECORDED AS LOT 1, MINOR LAND DIVISION LOT SPLIT FOR CITY OF GLENDALE, ARIZONA, IN BOOK 1123, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

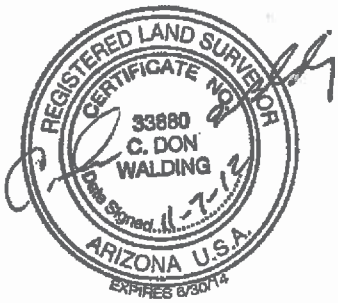
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 01°28'00" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 997.63 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE SOUTH 89°30'30" WEST ALONG SAID NORTH LINE A DISTANCE OF 180.03 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 01°28'00" EAST PARALLEL TO AND 180.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 332.47 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE SOUTH 89°31'57" WEST ALONG SAID SOUTH LINE A DISTANCE OF 151.21 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE NORTH 01°27'23" WEST ALONG SAID WEST LINE A DISTANCE OF 332.40 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29;
THENCE NORTH 89°30'30" EAST ALONG SAID NORTH LINE A DISTANCE OF 151.15 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 50,249.1 SQUARE FEET OR 1.15 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

DRW ENGINEERING
10320 W. McDOWELL RD., STE. K-1136
AVONDALE, AZ 85392
JOB NO. 12010
NOVEMBER 7, 2012



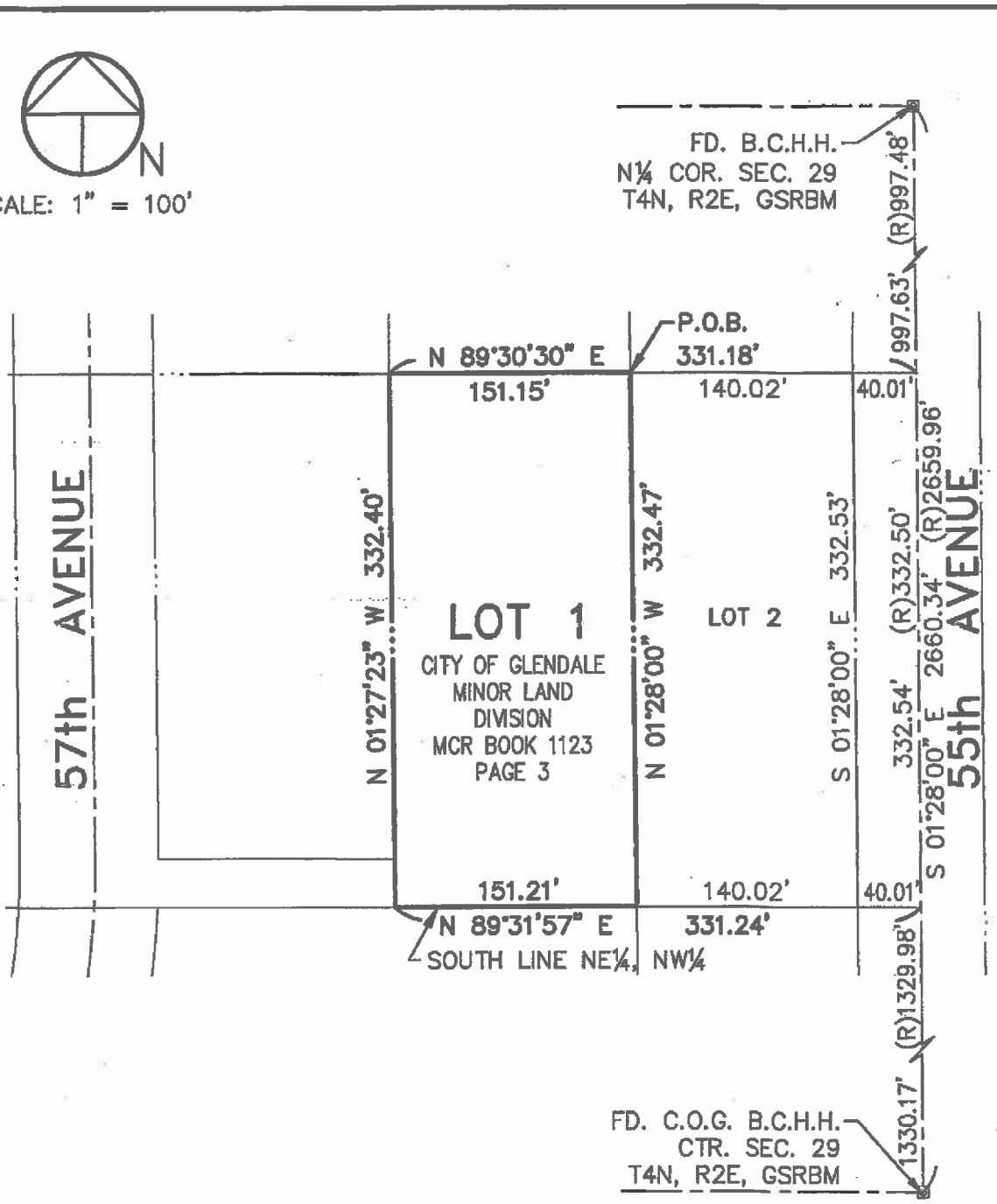


EXHIBIT B

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33880
C. DON
WALDING
Date Signed 11-7-12
ARIZONA, U.S.A.
EXPIRES 6/30/14

Date: 11-7-12 Job #: 12010

DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136
Avondale, Arizona 85392
(623)478-8800 FAX(623)478-8841
Email: drw@drwengineering.com

File Name: J:\12010\12010EXH

EXHIBIT B
Special Warranty Deed

When Recorded Return to:

Craig D. Tindall, City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

SPECIAL WARRANTY DEED

For consideration previously rendered and accepted and for other good and valuable considerations, City of Glendale, an Arizona municipal corporation ("Grantor") does hereby convey to Midwestern University, an Illinois not for profit corporation ("Grantee"), the real property (the "Property") situated in Maricopa County, Arizona, described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all rights and privileges appurtenant thereto except as provided herein. Grantor excepts from this transfer and therefore reserves and continues to hold all rights, title, and interest in all water and mineral rights on, of, or appurtenant to the Property.

Grantor warrants title to the Property to Grantee against Grantor's own acts and no other, with the Grantor's warranty subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all matters which Grantee's survey of the Property or a physical inspection of the Property would disclose and any matters resulting from the acts and omissions of Grantee and its agents and employees.

This conveyance is exempt from the affidavit of value otherwise required by A.R.S. § 11-1134(A)(3).

In witness whereof, Grantor has executed this instrument as of this ____ day of _____, 2012.

Grantor: City of Glendale,
an Arizona municipal corporation

_____
By: Elaine M. Scruggs
Its: Mayor

STATE OF ARIZONA)
) ss
County of Maricopa)

The forgoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ the _____ of City of Glendale, an Arizona municipal corporation, with full authority and on behalf of the corporation.

_____
Notary Public

My Commission Expires:

KATHLEEN H. GOEPPINGER, PH.D.
PRESIDENT & CHIEF EXECUTIVE OFFICER

November 19, 2012

Jon Froke, AICP
Planning Director
City of Glendale
5850 West Glendale Avenue, Suite 212
Glendale, AZ 85301

Dear Mr. Froke:

Thank you for your ongoing support, as we proceed with our applications with the City of Glendale to rezone and add acquired parcels to the Midwestern University Planned Area Development (PAD).

You asked me to provide an estimate of the expenses Midwestern University incurred last year, related to the roadwork reconstruction of 57th Avenue. At the City's request, Midwestern University contracted for the straightening of the 57th Avenue roadway, which was completed on April 28, 2011. At this point in time, according to the documentation provided by the engineers and contractors involved in the project, the total cost of the project was $926,648.

Thank you again, for all of your assistance. I was very pleased that we received a favorable recommendation from the City of Glendale Planning Commission in last week's meeting, and I am hopeful that we can secure approval of our requests before the end of the year.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Kathleen H. Goeppinger

Kathleen H. Goeppinger, Ph.D.
President and Chief Executive Officer

KHG:jpg

555 31st Street • Downers Grove, IL 60515 • 630/515-7300 • Fax: 630/515-7319
19555 North 59th Avenue • Glendale, AZ 85308 • 623/572-3400 • Fax: 623/572-3410

Land Advisors
ORGANIZATION

BROKER OPINION OF VALUE

SW/SWC 55th Ave & Loop 101 Freeway
Glendale, Arizona

November 13, 2012

Prepared By:
Mike Schwab
Michele Pino

TRUSTED ADVISORS SINCE 1987
25 YEARS

CORPORATE HEADQUARTERS
4900 NORTH SCOTTSDALE ROAD, SUITE 3000, SCOTTSDALE, ARIZONA 85251
TOLL FREE 800.888.0998 | PHONE 480.483.8100 | FAX 480.483.0000 | WEB WWW.LANDADVISORS.COM

BROKER OPINION OF VALUE

PROPERTY ADDRESS: SW/SWC 55th Ave & Loop 101 Freeway, Glendale Arizona

PARCEL #: 200-27-015

PROPERTY SIZE: ±1.15 Acres

PROPERTY ZONING: R-43

TAXES: N/A

VALUATION DATE: November 13, 2012

COMMENTS:

- No frontage on 55th Ave.
- Poor location/ visibility
- Poor access

VALUE RANGE/LOT: Based on our assessment of the property, including comparable sales/ reversions in the submarket, we believe that the subject property has a value between $34,500 and $46,000. This estimate of value is based upon an anticipated sales price between $30,000 and $40,000 per acre.

LOCATION	±ACRES	BUYER	SELLER	$/ACRE	COE
NWC Union Hills Drive & 51st Ave	9.80	Mandalay Homes	Cattlemen's Mortgage	$61,224	6-15-12
SEC Loop 101 & 51st Ave	5.91	Sonoran Medical Centers	Cason Tyler	$60,111	5-4-12
SEC Bell Road & 59th Ave	6.20	West Coast Capital	Suncor Homes	$44,355	10-21-11

DISCLAIMER:
This document serves as Land Advisors Organization's Opinion of Value for the above referenced Property. Although we believe our opinion and the supporting data to be accurate, this is an opinion and should not be interpreted or relied upon as an appraisal or other such formal or binding document. Land Advisors Organization reserves the right to modify this Opinion of Value upon the receipt and review of any documents recorded against the Property (i.e., JDA's, ECR's, special assessments, etc.) and any zoning stipulations that may affect the Property.

Property Detail Map

Land Advisors ORGANIZATION
Mike Schwab
480.483.8100
www.landadvisors.com

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TRANSFER OF PROPERTY WITH MIDWESTERN UNIVERSITY

GLENDALE AZ

CITY COUNCIL REPORT

Meeting Date: **12/11/2012**
Meeting Type: **Voting**
Title: **CITY CODE CHAPTER XIII ORDINANCE AMENDMENTS**
Staff Contact: **Elizabeth Finn, Presiding Judge**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending provisions of the Glendale City Code contained in Chapter XIII concerning compensation of Glendale City Court judicial officers.

The existing ordinance was adopted in 2002. The proposed amendment is intended to address current circumstances and future changes in court operations and administration.

Background Summary

All background summary information on this request is contained in the attached proposed ordinance revision.

Previous Related Council Action

In 2005, Council indicated that it found inequitable the fact that judicial salaries for city court judges and court hearing officers would be tied to the presiding judge for a four year period. To address that concern, on July 26, 2005, Council revised the subject ordinance regarding the presiding city court judge's term from four years to two years. The proposed amendment presents an alternative and consistently addresses the equitability of judicial officers' salaries.

Glendale City Court requests the City Council waive reading beyond the title and adopt an ordinance amending Chapter XIII, Section 13-6(b) and (c) of the Glendale City Code.

Budget and Financial Impacts

There are no fiscal impacts associated with this recommended action. All staffing positions included with this request are currently budgeted.

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

CITY COUNCIL REPORT

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

Attachments

Staff Report

Ordinance

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Elizabeth Finn, Presiding Judge**
Item Title:	**CITY CODE CHAPTER XIII ORDINANCE AMENDMENTS**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

The purpose of this report is to request the City Council adopt an ordinance amending certain provisions of the Glendale City Code contained in Chapter XIII concerning compensation of judicial officers.

The existing ordinance was adopted in 2002. The proposed amendment is intended to address current circumstances and future changes in court operations and administration.

BACKGROUND

See the attached proposed ordinance.

ANALYSIS

Existing ordinances were enacted to limit the occasions Council is required to address the salaries of city court judges and court hearing officers. If the Council increases the salary of the presiding city court judge, the current ordinances automatically increase the salaries of city court judges and court hearing officers, based on the existing percentage in the ordinance. However, the current ordinances do not adequately address what may occur in the event a new presiding judge is appointed, in which case city court judges and court hearing officers may be subject to an inequitable adjustment to their salaries. The proposed revisions would preclude the salaries of judicial officers from being inequitably affected.

The proposed revisions would retain the salaries of city court judges and court hearing officers if the presiding city court judge is appointed at a salary that would result in a decrease in judicial salaries. Moreover, judicial salaries would increase only when the existing percentage in the City ordinance is obtained.

Other options evaluated would require the Council to set salaries for city court judges and court hearing officers for a four-year period. However, this alternative was rejected because the Council has previously indicated they did not want to set salaries for these judicial officers for a period of this duration. To address that concern, on July 26, 2005, Council revised the ordinance regarding

the presiding city court judge's term from four years to two years. The proposed amendment presents the best alternative, because the ordinance will remain consistent with Council prior action.

Glendale City Court requests Council waive reading beyond the title and adopt an ordinance amending certain provisions of Chapter XIII, Section 13-6(b) and (c) of the Glendale City Code concerning compensation of judicial officers.

FISCAL IMPACTS

There are no fiscal impacts associated with this recommended action. All staffing positions involved in this request are currently budgeted. The Account Name, Fund, and Line Item Number are "City Court, Fund 1000, Department 10410, Authorized Salaries."

ORDINANCE NO. 2829 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 13 (CITY COURT), ARTICLE 1 (IN GENERAL), SEC. 13-6 (COMPENSATION OF JUDICIAL OFFICERS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code Chapter 13 (City Court), Article I (In General), Sec. 13-6 (Compensation of Judicial Officers) is hereby amended to read as follows:

Sec. 13-6. Compensation of judicial officers.

…

(b) The salary of a city judge shall be set at eighty-five percent (85%) of the salary of the presiding city judge. The salary of a city judge shall not be adjusted during said judge's term of office except for adjustments which are applicable to all employees of the city, without regard to performance, or adjustments required to establish the city judge's salary at eighty-five percent (85%) of the presiding city judge's salary. <u>The salary of a city judge shall remain the same and not be reduced as the result of the appointment of a presiding judge until such time as the presiding city judge's salary is made greater than a city judge's salary divided by eighty-five percent (85%).</u>

(c) The salary of a court hearing officer shall be set at sixty percent (60%) of the salary of the presiding city judge. The salary of a court hearing officer shall not be adjusted during said term of office except for adjustments which are applicable to all employees of the city, without regard to performance, or adjustments required to establish the court hearing officer's salary at sixty percent (60%) of the presiding city judge's salary. <u>The salary of a court hearing officer shall remain the same and not be reduced as the result of the appointment of a presiding judge until such time as the presiding city judge's salary is made greater than a court hearing officer's salary divided by sixty percent (60%).</u>

SECTION 2. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

[Additions are indicated by <u>underline</u>.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

c_chapter xiii judicial officers.docx

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**FISCAL YEAR 2012-13 BUDGET AMENDMENTS – WATER/SEWER FULL-TIME EMPLOYEES TO GENERAL FUND**
Staff Contact:	**Sherry M. Schurhammer, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving the transfer of 3.5 Full Time Employees (FTEs) from the Water/Sewer Enterprise Fund, and the associated appropriation authority from the Water/Sewer Fund to the General Fund (GF), both of which are within the Financial Services Department.

Background Summary

A budget amendment is a transfer of appropriation authority, a transfer of cash, or both. This request includes the transfer of 3.5 FTEs and the associated appropriation authority between funds within the same department (intradepartmental). Currently, 3.5 FTEs are paid from the Water/Sewer Fund in the customer service division of the Financial Services Department; along with the associated appropriation authority should be transferred to the GF for the remainder of Fiscal Year (FY) 2013. The transfers to accomplish this will be between two separate funds, but within the same department (intradepartmental).

These transfers are recommended because the duties of one of the positions have changed over the past couple of years from primarily water and sewer related duties to sales tax and licensing duties. These changes occurred as several new technology systems (cashiering, municipal billing, tax and license, and document imaging) were implemented. With the implementation of these new systems, work duties changed as manual processes were eliminated or minimized so employees could be redirected to focus on more value-added work such as residential rental licensing and analyzing sales tax returns for inconsistencies or anomalies.

The other 2.5 FTEs were temporarily moved to the Water/Sewer Fund to avoid being eliminated during the reduction in work force in late FY 2009 and early FY 2010. The elimination of these positions would have been detrimental to the department and organization as these positions are instrumental in licensing businesses, reviewing and ensuring accurate filing and payment of returns filed by the more than 16,000 taxpayers, as well as validating refund requests. The elimination of these positions would have resulted in a loss of revenue to the city.

Previous Related Council Action

At the November 13, 2012 voting meeting, City Council approved the FY 2011-12 final budget amendments. This clean-up ordinance action dealt with budget amendments that have been routinely taken parallel to the preparation of the Comprehensive Annual Financial Report for the prior fiscal year.

At the October 9, 2012 voting meeting, City Council approved the FY 2012-13 clean-up ordinance to reconcile the prior year's actual savings with requested carryover to FY 2013 for capital improvement projects.

Budget and Financial Impacts

The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged.

Attachments

Ordinance

ORDINANCE NO. 2830 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING TRANSFERS OF APPROPRIATION AUTHORITY WITHIN THE WATER AND SEWER FUND TO THE GENERAL FUND IN THE ADOPTED FISCAL YEAR 2012-2013 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the transfer of any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of appropriation authority related to moving 3.5 full time employees from the Water and Sewer Fund to the General Fund within the same department in the adopted Fiscal Year 2012-2013 budget are hereby authorized:

[See Exhibit A attached hereto and
incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of December, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

Exhibit A - FY 2013 Water/Sewer Budget Amendment Ordinance

			Transfer From…						Transfer To…				
Line	Type of Transfer	Date	Fund	Rollup	Div	Division Description	Acct	Amount	Fund	Rollup	Div	Division Description	Acct
1	Cust Svc A6000 Approp X-f	12/31/2012	2360	221	17020	Customer Service Office	500200	87,661	1000	221	11340	License/Collection	500200
2	Cust Svc A6000 Approp X-f	12/31/2012	2360	221	17020	Customer Service Office	503400	5,435	1000	221	11340	License/Collection	503400
3	Cust Svc A6000 Approp X-f	12/31/2012	2360	221	17020	Customer Service Office	505400	1,271	1000	221	11340	License/Collection	505400
4	Cust Svc A6000 Approp X-f	12/31/2012	2360	221	17020	Customer Service Office	503800	9,187	1000	221	11340	License/Collection	503800
5	Cust Svc A6000 Approp X-f	12/31/2012	2360	221	17020	Customer Service Office	504000	10,861	1000	221	11340	License/Collection	504000
6	Total Customer Service Salaries & Benefits for Remainder of FY 2013 (6 months)							114,415					

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**FISCAL YEAR 2012-13 BUDGET AMENDMENTS – RISK MANAGEMENT TRUST FUND**
Staff Contact:	**Sherry M. Schurhammer, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving an operating cash transfer from the General Fund (GF) to the Risk Management Trust Fund (RMTF); and the transfer of three Full Time Employees (FTEs), and the associated appropriation authority, from the RMTF to the GF, both of which are within the Human Resources and Risk Management Department.

Background Summary

A budget amendment is a transfer of appropriation authority, a transfer of cash, or both. This request includes an operating cash transfer between funds, as well as the transfer of three FTEs and the associated appropriation authority between funds within the same department (intradepartmental).

The Fiscal Year (FY) 2012 ending budget basis fund balance for the RMTF is $2.9 million, exceeding the 55% confidence level identified in the April 2012 actuarial report. Therefore, premium adjustments are not required at this time. However, a $489,000 cash transfer from the GF to the RMTF is required to repay the fund for the salaries charged in FY 2011 and FY 2012.

Additionally, the three FTEs currently in the RMTF must be transferred, along with the associated appropriation authority, from the RMTF to the GF for FY 2013 for the last half of the FY. The transfers to accomplish this will be between two separate funds but within the same department (intradepartmental) and therefore, can be done now rather than wait for the fourth quarter of the FY.

Previous Related Council Action

At the November 13, 2012 voting meeting, City Council approved the FY 2011-12 final budget amendments. This clean-up ordinance action dealt with budget amendments that have been routinely taken parallel to the preparation of the Comprehensive Annual Financial Report (CAFR) for the prior fiscal year.

At the October 9, 2012 voting meeting, City Council approved the FY 2012-13 clean-up ordinance to reconcile the prior year's actual savings with requested carryover to FY 2013 for capital improvement projects.

Budget and Financial Impacts

The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged.

Attachments

Ordinance

ORDINANCE NO. 2831 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN OPERATING CASH TRANSFER; AND AUTHORIZING TRANSFERS OF APPROPRIATION AUTHORITY FOR THE RISK MANAGEMENT TRUST FUND IN THE ADOPTED FISCAL YEAR 2012-2013 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the transfer of any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the operating cash transfer related to the Risk Management Trust Fund shown in Exhibit A is hereby authorized; and

SECTION 2. That the transfers of appropriation authority for the Risk Management Trust Fund related to moving three full time employees from one fund to another fund within the same department in the adopted Fiscal Year 2012-2013 budget as shown in Exhibit A are hereby authorized:

[See Exhibit A attached hereto and
incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of December, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

Exhibit A - FY 2013 Risk Management Budget Amendment Ordinance

			Transfer From…						Transfer To…				
Line	Type of Transfer	Date	Fund	Rollup	Div	Division Description	Acct	Amount	Fund	Rollup	Div	Division Description	Acct
1	Risk Oper Cash Transfer	12/31/2012	1000	100	01000	General Fund	702540	489,312	2540	100	02540	Self-Insurance Rev.	601000
2	Risk Oper Cash Transfer	12/31/2012	1000	100	01000	General Fund	702540	978	2540	100	02540	Self-Insurance Rev.	601000
3	Total Risk Mgt FY 2011 & FY 2012 salaries and associated internal service premiums							490,290					
4													
5	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	500200	246,338	1000	191	11010	Risk Management/Safety	500200
6	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	503400	15,274	1000	191	11010	Risk Management/Safety	503400
7	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	503800	27,186	1000	191	11010	Risk Management/Safety	503800
8	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	504000	23,459	1000	191	11010	Risk Management/Safety	504000
9	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	505400	3,573	1000	191	11010	Risk Management/Safety	505400
10	Risk A6000 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	506800	(53,992)	1000	191	11010	Risk Management/Safety	506800
11	Risk A7500 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	517000	68	1000	191	11010	Risk Management/Safety	517000
12	Risk A7500 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	530200	2,873	1000	191	11010	Risk Management/Safety	530200
13	Risk A7500 Approp Xfers	12/31/2012	2540	191	18010	Risk Mgmt Trust Fund	533000	1,087	1000	191	11010	Risk Management/Safety	533000
14	Total Risk Mgt FY 2013 salaries and associated internal service premiums							265,866					

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**WORKERS' COMPENSATION TRUST FUND CASH TRANSFER (NO ORDINANCE REQUIRED)**
Staff Contact:	**Sherry M. Schurhammer, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to consider and approve Fiscal Year (FY) 2012-13 budget amendments related to the Workers' Compensation Trust Fund (WCTF).

Background Summary

This request is for authorization to transfer cash between funds. For FY 2013, a cash transfer of $1.4 million from those funds that currently pay into the WCTF is required in order to maintain the reserve requirement established by the Arizona Industrial Commission. This item does not require Council action by ordinance because this action authorizes only the transfer of unencumbered, non-appropriated cash. It is not a transfer of budget appropriation, which would require an ordinance. Departments will continue to be assessed its proportionate share based on the distribution of premiums paid into the trust fund as shown in Schedule 9 of the FY 2013 budget document. During the fourth quarter, this cash transfer will be reversed and un-utilized appropriations will be transferred to the departments to accommodate the increased requirements of the WCTF, and clearly reflect this fund's requirements in the city's financial reports. The later transfer of appropriation will be brought to Council at the appropriate time. This transfer and the plan for securing later appropriation transfer is consistent with the state Budget Law and the Glendale City Charter.

For FY 2014, the total contribution rate for this trust fund will be set at $1.4 Million based on the last actuarial report. Should the upcoming actuarial report for calendar year 2012 indicate a higher level of contributions are required to maintain the 55% confidence level of funding, a proposal will be brought forward to City Council for consideration.

Previous Related Council Action

At the November 13, 2012 voting meeting, City Council approved the FY 2011-12 final budget amendments. This clean-up ordinance action dealt with budget amendments that have been routinely taken parallel to the preparation of the Comprehensive Annual Financial Report for the prior fiscal year.

CITY COUNCIL REPORT

At the October 9, 2012 voting meeting, City Council approved the FY 2012-13 clean-up ordinance to reconcile the prior year's actual savings with requested carryover to FY 2013 for capital improvement projects.

Budget and Financial Impacts

The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged.

Attachments

Other

Exhibit A - FY 2013 Workers' Compensation Operating Cash Transfers

			Transfer From…						Transfer To…				
Line	Type of Transfer	Date	Fund	Rollup	Div	Division Description	Acct	Amount	Fund	Rollup	Div	Division Description	Acct
1	WC Oper Cash X-fer	12/31/2012	1000	100	01000	General Fund	702560	690,346	2560	100	02560	Worker's Comp Revenues	601000
2	WC Oper Cash X-fer	12/31/2012	1040	100	01040	Equip Mgmt Charges	702560	21,573	2560	100	02560	Worker's Comp Revenues	601040
3	WC Oper Cash X-fer	12/31/2012	1100	100	01100	Telephone	702560	22	2560	100	02560	Worker's Comp Revenues	601100
4	WC Oper Cash X-fer	12/31/2012	1140	100	01140	PC Replacement Revenues	702560	22	2560	100	02560	Worker's Comp Revenues	601140
5	WC Oper Cash X-fer	12/31/2012	1281	100	01281	Stadium Event Operations	702560	8,018	2560	100	02560	Worker's Comp Revenues	601281
6	WC Oper Cash X-fer	12/31/2012	1282	100	01282	Arena Event Operations	702560	44	2560	100	02560	Worker's Comp Revenues	601282
7	WC Oper Cash X-fer	12/31/2012	1340	100	01340	Street Fund Revenue	702560	80,623	2560	100	02560	Worker's Comp Revenues	601340
8	WC Oper Cash X-fer	12/31/2012	1660	100	01660	Transportation Sales Tax	702560	23,480	2560	100	02560	Worker's Comp Revenues	601660
9	WC Oper Cash X-fer	12/31/2012	1700	100	01700	Police Sales Tax	702560	86,435	2560	100	02560	Worker's Comp Revenues	601700
10	WC Oper Cash X-fer	12/31/2012	1720	100	01720	Fire Sales Tax	702560	50,602	2560	100	02560	Worker's Comp Revenues	601720
11	WC Oper Cash X-fer	12/31/2012	1740	100	01740	Civic Center Revenue	702560	1,549	2560	100	02560	Worker's Comp Revenues	601740
12	WC Oper Cash X-fer	12/31/2012	1760	100	01760	Airport Revenue	702560	900	2560	100	02560	Worker's Comp Revenues	601760
13	WC Oper Cash X-fer	12/31/2012	1880	100	01880	Rec. Self-Sustaining	702560	4,442	2560	100	02560	Worker's Comp Revenues	601880
14	WC Oper Cash X-fer	12/31/2012	2360	100	02360	Water/Sewer Revenue	702560	20,330	2560	100	02560	Worker's Comp Revenues	602360
15	WC Oper Cash X-fer	12/31/2012	2400	100	02400	Water	702560	86,521	2560	100	02560	Worker's Comp Revenues	602400
16	WC Oper Cash X-fer	12/31/2012	2420	100	02420	Sewer	702560	12,448	2560	100	02560	Worker's Comp Revenues	602420
17	WC Oper Cash X-fer	12/31/2012	2440	100	02440	Landfill Revenue	702560	24,014	2560	100	02560	Worker's Comp Revenues	602440
18	WC Oper Cash X-fer	12/31/2012	2480	100	02480	Sanitation Revenue	702560	81,701	2560	100	02560	Worker's Comp Revenues	602480
19	WC Oper Cash X-fer	12/31/2012	2500	100	02500	Public Housing	702560	3,000	2560	100	02560	Worker's Comp Revenues	602500
20	WC Oper Cash X-fer	12/31/2012	2530	100	02530	Training Facility Revenue	702560	3,930	2560	100	02560	Worker's Comp Revenues	602530
21	Total Workers' Compensation Tranfsers modeled at mid-range ($1M - $1.4M)*							1,200,000					

* the actual cash transfer amount needed by calendar year-end will result in a proportional adjustment across all the funds listed above.

Budget Amendment Reason
Calendar Yr EFB needs to be
$4.2M in accordance with AZ state
Industrial Commission changing
the annual funding requirements
from a fiscal year basis to a
calendar year basis.

CITY COUNCIL REPORT

Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**
Title:	**INDUSTRIAL COMMISSION OF ARIZONA WORKERS' COMPENSATION EXEMPTION**
Staff Contact:	**Jim Brown, Interim Executive Director, Human Resources and Risk Management**

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 request an exemption from the requirement by the Industrial Commission of Arizona to post a security deposit for City of Glendale's self-insured workers' compensation claims in calendar year 2013.

Background Summary

The Industrial Commission of Arizona requires self-insured employers to annually post financial security for claim liabilities. The Industrial Commission revised the rules in March 2005 to exempt public entities from posting financial security, provided a certified statement signed by the governing body is provided annually to the Industrial Commission prior to January 1 of each year. The certified statement must state funds are sufficient to pay liabilities for workers' compensation claims, and this is accomplished through a resolution that is adopted by Council and submitted to the Industrial Commission.

Previous Related Council Action

At the November 22, 2011 Council meeting, City Council adopted Resolution No. 4528 for calendar year 2012 compensation claims. This has been an annual request of the Council since 2005.

Budget and Financial Impacts

By adopting this resolution, the city is not required to provide a security deposit to the Industrial Commission of Arizona.

Attachments

Staff Report

Resolution

STAFF REPORT

To:	**Horatio Skeete, Acting City Manager**
From:	**Jim Brown, Interim Executive Director, Human Resources and Risk Management**
Item Title:	**INDUSTRIAL COMMISSION OF ARIZONA WORKERS' COMPENSATION EXEMPTION**
Requested Council Meeting Date:	**12/11/2012**
Meeting Type:	**Voting**

PURPOSE

This is a request for City Council to adopt a resolution authorizing the City Manager to request an exemption from the requirement by the Industrial Commission of Arizona to post a security deposit for City of Glendale's self-insured workers' compensation claims in calendar year 2013.

BACKGROUND

The Industrial Commission of Arizona requires self-insured employers to annually post financial security for claim liabilities. The Industrial Commission revised the rules in March 2005 to exempt public entities from posting financial security, provided a certified statement signed by the governing body is provided annually to the Industrial Commission prior to July 1 of each year. Last year, the Industrial Commission changed the certified statement due date from July 1, 2011 to January 1, 2012. The certified statement must state funds are sufficient to pay liabilities for workers' compensation claims, and this is accomplished through a resolution that is adopted by Council and submitted to the Industrial Commission. Last year, Council adopted Resolution No. 4528 on November 22, 2011; this has been an annual request of the City Council since 2005.

ANALYSIS

The alternatives to adopting this resolution would be posting an acceptable form of a security deposit. The acceptable forms of security deposits are: a surety bond, a letter of credit, or U.S. Treasury Notes. The amount of the security deposit needed would be $3,915,832. Therefore, the most cost effective solution is to request exemption from the requirement by the Industrial Commission of Arizona to post security for the City of Glendale's self-insured workers' compensation claims. This resolution must be provided to the Industrial Commission of Arizona prior to January 1, 2013.

FISCAL IMPACTS

By adopting this resolution, the city is not required to provide a security deposit to the Industrial Commission of Arizona.

RESOLUTION NO. 4633 NEW SERIES

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.

WHEREAS, pursuant to the approved revised rules of The Industrial Commission of Arizona dated April 4, 2005, Section R20-5-1114, a statement is required from the City of Glendale, a chartered Arizona municipality and duly qualified Arizona Workers' Compensation self-insurer, requesting exemption from the requirements to post security for pending self-insured workers' compensation claims; and

WHEREAS, Glendale City Charter, Art. II, Sec. 1 provides the City Council with all powers of the City, not in conflict with the Constitution and subject to the limitations of the Charter, which shall be vested in the council, who shall enact appropriate legislation and do and perform any and all acts and things which may be necessary and proper to carry out these powers or any of the provisions of the Charter.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale has a fully-funded workers' compensation trust fund sufficient to cover actuarial liabilities for workers' compensation as determined by the self insurer in accordance with Glendale City Code Sec. 2-202(b) and the Government Accounting Standards Board Statement #10.

SECTION 2. That the City of Glendale provides funding to the workers' compensation trust fund each fiscal year sufficient to cover actuarial liabilities for workers' compensation as determined by the self-insurer in accordance with Glendale City Code Sec. 2-202(b) and the Government Accounting Standards Board Statement #10.

SECTION 3. That based upon the above statements, the City of Glendale meets the conditions required under subsection (A) of The Industrial Commission of Arizona Section R20-5-1114.

SECTION 4. That the City Manager or his designee shall immediately notify The Industrial Commission of Arizona and provide security as otherwise required by Section R20-5-1114, should the workers' compensation trust fund have insufficient funds to cover all workers' compensation liabilities of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

rm_industrial commission_wcclaims.doc