



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Voting Meeting Agenda City Council

*Mayor Jerry Weiers*  
*Vice Mayor Ian Hugh*  
*Councilmember Jamie Aldama*  
*Councilmember Samuel Chavira*  
*Councilmember Ray Malnar*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

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Tuesday, February 23, 2016

6:00 PM

Council Chambers

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### Voting

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

#### POSTING OF COLORS

#### PLEDGE OF ALLEGIANCE

#### PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

#### 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. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

#### APPROVAL OF THE MINUTES OF FEBRUARY 9, 2016 VOTING MEETING

1. [16-057](#) APPROVAL OF THE MINUTES OF FEBRUARY 9, 2016 VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk



**Attachments:**     [Amendment No. 1](#)  
                          [Linking Agreement](#)

8.     [16-056](#)           AUTHORIZATION TO ENTER INTO A USE AGREEMENT WITH TACTICAL SERVICE, INC., DOING BUSINESS AS DESERT SNOW, FOR CONCESSION SERVICES AT GLENDALE YOUTH SPORTS COMPLEX  
                          Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**     [Use Agreement](#)

9.     [16-059](#)           AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH WHEELS IN MOTION FOUNDATION FOR OPERATION OF THE RECREATION BUILDING LOCATED AT HEROES REGIONAL PARK  
                          Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**     [Agreement](#)  
                          [Background](#)

10.    [15-838](#)           AUTHORIZATION TO ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT WITH TASER INTERNATIONAL, INC. AND EXPENDITURE AUTHORIZATION FOR THE IMPLEMENTATION AND ONGOING EXPENSES OF POLICE VIDEO CAPTURE SYSTEM FOR THE GLENDALE POLICE DEPARTMENT  
                          Staff Contact: Rick St. John, Assistant Chief of Police

**Attachments:**     [Signed Agreement](#)  
                          [Quote](#)

11.    [16-035](#)           AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR SECONDARY CLARIFIER GATE REPLACEMENT AT THE WEST AREA WATER RECLAMATION FACILITY  
                          Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:**     [Professional Services Agreement](#)

12.    [16-038](#)           AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC FOR CONSTRUCTION OF NEW ISOLATION AND DRAIN VALVES ON THE ARROWHEAD EFFLUENT REUSE DISTRIBUTION SYSTEM  
                          Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:**     [Linking Agreement](#)

13.    [16-029](#)           AUTHORIZATION TO ENTER INTO A GRANTOR AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR VENDING MACHINE OPERATIONS  
                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Grantor Agreement](#)

14. [16-030](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH JOHNSON CONTROLS, INC., FOR BUILDING AUTOMATION SYSTEMS SERVICE, PARTS AND PROGRAMMING  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Linking Agreement](#)
15. [16-031](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH TITAN MACHINERY INC., FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Amendment No. 1](#)
16. [16-032](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH CUMMINS ROCKY MOUNTAIN, LLC FOR THE MAINTENANCE AND REPAIR OF EMERGENCY GENERATOR SYSTEMS  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Amendment No. 2](#)
17. [16-041](#) AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE FY2014/2015 MILL AND OVERLAY PROJECT  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Contract Change Order No. 1](#)

**CONSENT RESOLUTIONS**

18. [16-050](#) RESOLUTION 5069: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR A GRANT PASS-THROUGH AGREEMENT RELATING TO TRANSIT SERVICES  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Resolution 5069](#)  
[Contract Change Order No. 1](#)
19. [16-054](#) RESOLUTION 5070: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO EXTEND THE EXPIRATION DATE OF THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES AND TO RATIFY EXPENDITURES INCURRED  
Staff Contact: Erik Strunk, Director, Community Services  
**Attachments:** [Resolution 5070](#)  
[Amendment No. 1](#)
20. [16-055](#) RESOLUTION 5071: AUTHORIZATION TO ACCEPT A GRANT FROM THE ARIZONA SPORTS AND TOURISM AUTHORITY TO PARTIALLY FUND THE CONSTRUCTION OF THE HEROES REGIONAL PARK ARCHERY RANGE AND

REQUEST AUTHORIZATION FOR A BUDGET ADJUSTMENT TO THE DEVELOPMENT IMPACT FEE DEPARTMENT CONTINGENCY FOR THE CITY'S PORTION OF THE PROJECT

Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**     [Resolution 5071](#)  
                          [FY 2016 Biennial Grant Funding Agreement](#)  
                          [Grant Materials](#)

## **PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

21.     [16-047](#)           ORDINANCE 2975: REZONING (ZON) APPLICATION ZON15-10 (ORDINANCE): WESTGATE HEALTHCARE CAMPUS PLANNED AREA DEVELOPMENT – 10020 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)

Staff Contact: Tabitha Perry, Assistant Planning Director

**Attachments:**     [Ordinance 2975 with Exhibit A](#)  
                          [Westgate Healthcare Campus Pad](#)  
                          [ZON15-10 CP Final Report](#)  
                          [ZON15-10](#)  
                          [ZON15-10a](#)

22.     [16-051](#)           RESOLUTION 5072 AND ORDINANCE 2976: GENERAL PLAN AMENDMENT GPA15-03 (GPA) APPLICATION (RESOLUTION) & ZONING TEXT AMENDMENT ZTA15-01 (ZTA) APPLICATION (ORDINANCE): LOOP 101 SCENIC CORRIDOR (PUBLIC HEARING REQUIRED)

Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:**     [Resolution 5072](#)  
                          [Ordinance 2976](#)  
                          [GPA 15-03 & ZTA15-01 Project Narrative](#)  
                          [GPA15-03](#)  
                          [GPA15-03a](#)

## **LAND DEVELOPMENT ACTIONS**

23.     [16-040](#)           FINAL PLAT (FP) APPLICATION FP15-02: WEST POINTE VILLAGE – 7041 WEST OLIVE AVENUE

Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:**     [West Pointe Village Final Plat](#)  
                          [FP15-02](#)  
                          [FP15-02a](#)

## **ORDINANCES**

24. [16-042](#) ORDINANCE 2977: SOUTHWEST GAS CORPORATION UTILITY EASEMENT AT 53RD AVENUE, BETWEEN MCLELLAN TO OCOTILLO ROADS  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Ordinance 2977 with Easement](#)
25. [16-048](#) ORDINANCE 2978: ACCEPTANCE OF RIGHT OF WAY ALONG BELL ROAD APPROXIMATELY 600 FEET EAST OF 63RD AVENUE  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Ordinance 2978 with Exhibit A](#)
26. [16-049](#) ORDINANCE 2979: ACCEPTANCE OF RIGHT OF WAY ALONG 75TH AVENUE APPROXIMATELY 1,100 FEET SOUTH OF DEER VALLEY ROAD  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Ordinance 2979 with Exhibit A](#)
27. [16-063](#) ORDINANCE 2980: ADOPT AN ORDINANCE TO AUTHORIZE THE CITY MANAGER OR CHIEF FINANCIAL OFFICER TO EXECUTE DOCUMENTS AND TAKE THE NECESSARY ACTION FOR THE ISSUANCE AND SALE OF CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION BONDS TO FINANCE ELIGIBLE CITY PROJECTS  
Staff Contact: Tom Duensing, Assistant City Manager  
Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC  
Guest Presenter: Paul Gales, Associate, Greenberg Traurig, LLP  
**Attachments:** [Ordinance 2980](#)  
[Glendale GO 2016\\_POS\\_V3](#)

#### NEW BUSINESS

28. [16-062](#) RESOLUTION 5073: CITY CLERK INTRODUCTION OF AGENDA ITEMS  
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs  
**Attachments:** [Resolution 5073](#)  
[Amended Council Meeting Rules and Procedures 2-23-16](#)

#### REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

#### COUNCIL COMMENTS AND SUGGESTIONS

#### ADJOURNMENT

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

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



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

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**File #: 16-057, Version: 1**

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**APPROVAL OF THE MINUTES OF FEBRUARY 9, 2016 VOTING MEETING**

Staff Contact: Pamela Hanna, City Clerk



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, February 9, 2016

6:00 PM

Voting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Ray Malnar*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

**Present:** 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

**POSTING OF COLORS**

The colors were presented by the Glendale Police Department Explorer Post #2469 Honor Guard.

**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

The invocation was offered by Pastor R. E. Hall from the New Testament Christian Church.

**CITIZEN COMMENTS**

Joy (no last name given), a Sahuaro resident, wanted to bring to the Council's attention the group homes that are sprouting up through the neighborhoods. She spoke about issues other cities are having with group homes. She said some group homes are watched carefully, but the Council should be aware of what is happening. She spoke about the networking and transport of drugs from recently released prisoners.

Bill Demski, a Sahuaro resident, spoke about incidents he had by the graduate school on his bicycle and the injuries he suffered. He spoke about the investigation into the incident of golf carts on the sidewalk. He spoke about a shooting incident with police officers that occurred in Chicago. He said the professional standards unit is a fraud and the citizens deserve better.

Andrew Marwick, a Phoenix resident, asked the Council to deal with the invocation issue that recently came up in Phoenix. He also spoke about hockey and the team leaving Glendale for another venue in the valley. He spoke about the cost of a new light rail station. He spoke about Proposition 400, as well. He said infill development has changed.

James Deibler, a Phoenix resident, said he supports the right of free speech and the separation of church and state. He discussed the Phoenix City Council's decision to ban prayer. He hoped Glendale City Council would keep prayer at the beginning of the meetings and would keep out hate groups from speaking. He supports re-election for Mayor Weiers.

**APPROVAL OF THE MINUTES OF JANUARY 26, 2016 VOTING MEETING**

1. [16-026](#) APPROVAL OF THE MINUTES OF THE JANUARY 26, 2016 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

**A motion was made by Councilmember Tolmachoff, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**PROCLAMATIONS AND AWARDS**

2. [16-021](#) PROCLAMATION OF RECOGNITION FOR GLENDALE POLICE DEPARTMENT EXPLORER POST #2469 AS A RECIPIENT OF THE BOY SCOUTS OF AMERICA 2015 NATIONAL EXPLORING JOURNEY TO EXCELLENCE GOLD AWARD

Staff Contact: Debora Black, Police Chief

Presented By: Office of the Mayor

Accepted By: Sergeant Frank Sankhagowit

Mayor Weiers issued a proclamation of recognition for the Glendale Police Department Explorer Post #2469 as a recipient of the Boy Scouts of American 2015 National Exploring Journey to Excellence Gold Award, accepted by Sergeant Frank Sankhagowit.

Mayor Weiers said he also just found out this group earned the 2015 Meritorious Unit Citation, which was awarded by the Glendale Police Department.

Officer Sankhagowit thanked the Explorer Post for their hard work and dedication.

**CONSENT AGENDA**

Mr. Kevin Phelps, City Manager, read agenda item numbers 3 through 10.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 11 and 12 by number and title.

3. [16-022](#) DENY LIQUOR LICENSE NO. 1207A462, TASTE OF AFRICA RESTAURANT

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**This agenda item was approved.**

4. [16-028](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES WITH PAT WALKER CONSULTING, LLC, AND RATIFICATION OF EXPENDITURES

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

5. [16-025](#) AUTHORIZATION TO ENTER INTO A USE AGREEMENT WITH TACTICAL SERVICE, INC., DOING BUSINESS AS DESERT SNOW, FOR CONCESSION SERVICES AT FOOTHILLS SPORTS COMPLEX  
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

6. [16-023](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC AND APPROVE THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR OF THE WATER LINE LOCATED AT THE INTERSECTION OF 43RD AVENUE AND MISSOURI AVENUE  
Staff Contact: Craig Johnson, P.E. Director, Water Services

This agenda item was approved.

7. [15-833](#) EXPENDITURE AUTHORIZATION FOR ADDITIONAL EXPENSES FOR MYRTLE AVENUE IMPROVEMENTS FROM 62ND AVENUE TO 66TH DRIVE  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

8. [16-014](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH DIVERSIFIED FLOORING SERVICES-PHOENIX, LLC FOR CARPET REPLACEMENT AT CITY FACILITIES  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

9. [16-015](#) AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO A CONSTRUCTION AGREEMENT WITH TSG CONSTRUCTORS, LLC FOR CONSTRUCTION OF THE TRANSIT CENTER AT ARROWHEAD TOWNE CENTER  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

10. [16-016](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROGRESSIVE SERVICES INC., DOING BUSINESS AS PROGRESSIVE ROOFING, FOR ROOFING REPAIRS AT CITY FACILITIES  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

## CONSENT RESOLUTIONS

11. [15-785](#) RESOLUTION 5067: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH SURPRISE FIRE-MEDICAL DEPARTMENT FOR STAFFING ON HELICOPTER AIR-MEDICAL AND LOGISTIC OPERATIONS (HALO), AND TO REQUEST RATIFICATION OF THE PAYMENTS MADE SINCE JUNE 26, 2015

Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5067 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE TO SUPPORT THE HELICOPTER AIR-MEDICAL LOGISTICS OPERATIONS (H.A.L.O.) PROGRAM.

**This agenda item was approved.**

12. [15-786](#) RESOLUTION 5068: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH NORTH COUNTY FIRE & MEDICAL DISTRICT FOR STAFFING ON HELICOPTER AIR-MEDICAL AND LOGISTIC OPERATIONS (HALO), AND TO REQUEST RATIFICATION OF THE PAYMENTS MADE SINCE JUNE 26, 2015

Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5068 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH NORTH COUNTY FIRE AND MEDICAL DISTRICT TO SUPPORT THE HELICOPTER AIR-MEDICAL LOGISTICS OPERATIONS (H.A.L.O.) PROGRAM.

**This agenda item was approved.**

#### Approval of the Consent Agenda

Mr. Bailey made a quick point of order because the city will be asked to appear before the Liquor Board, he wanted to make sure the Council understood by its approval, they are denying the liquor license. He wanted to make sure that was clear on the record.

**A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 3 through 10 and Consent Resolutions 11 and 12. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

#### REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to**

hold a Special Budget Workshop on Tuesday, February 16, 2016 at 9:00 a.m. in the City Council Chambers. It was further moved to hold the next regularly scheduled City Council Workshop on Tuesday, February 16, 2016 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

### **COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Aldama congratulated Explorer Post #2469 and thanked them for their service to the community. He walked the Ocotillo District with the Police Department and thanked Chief Black and her officers for assisting in the neighborhood. He said the citizens were very happy with the Police service. He encouraged everyone to come enjoy Galentine's Day in historic downtown Glendale on February 13th and 14th. He wished his family a Happy Valentine's Day.

Councilmember Chavira invited everyone to Westgate for Valentine's Day activities. He encouraged everyone to be nice.

Councilmember Tolmachoff welcomed Mr. Phelps, City Manager.

Councilmember Turner reminded everyone the Annual Tractor Show and Pull is February 13th and 14th at Sahuaro Ranch Park. He said it is a great time. He said February 20th is the 2016 Serve Day for volunteers. He encouraged everyone to participate.

### **ADJOURNMENT**

Mayor Weiers adjourned the meeting at 6:33 p.m.



## Legislation Description

**File #:** 16-058, **Version:** 1

### **BOARDS, COMMISSIONS & OTHER BODIES**

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

#### **Purpose and Recommended Action**

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

#### **Citizens Transportation Oversight Commission**

Donald Brazier	Barrel	Appointment	02/23/2016	07/25/2016
John Geurs - Vice Chair	Ocotillo	Appointment	03/26/2016	03/26/2017

#### **Commission on Persons with Disabilities**

Gary Cox	Mayoral	Reappointment	02/27/2016	02/27/2018
John LeGendre	Ocotillo	Reappointment	04/26/2016	04/26/2018

#### **Community Development Advisory Committee**

Belinda Allen	Mayoral	Appointment	02/23/2016	07/01/2017
Leslee Miele (GESD)	Yucca	Appointment	02/23/2016	03/22/2017
Mickey Nunez	Ocotillo	Reappointment	04/01/2016	04/01/2018

#### **General Plan Steering Committee**

Sharon Reeves	Barrel	Appointment	02/23/2016	09/01/2016
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#### **Historic Preservation Commission**

Fred Coury	Barrel	Reappointment	04/13/2016	04/13/2018
Theodora Hackenberg	Barrel	Reappointment	04/13/2016	04/13/2018
Anthony Pratcher	Cholla	Appointment	04/13/2016	04/13/2018
Timothy Quinn	Ocotillo	Reappointment	04/13/2016	04/13/2018
Larry Rovey	Mayoral	Reappointment	04/13/2016	04/13/2018
Fred Coury - Chair	Barrel	Reappointment	04/13/2016	04/13/2017
Theodora Hackenberg - Vice Chair	Barrel	Reappointment	04/13/2016	04/13/2017

#### **Parks & Recreation Advisory Commission**

John Farris	Cactus	Reappointment	04/09/2016	04/09/2018
Manuel Padia	Barrel	Reappointment	04/09/2016	04/09/2018
Manuel Padia - Chair	Barrel	Appointment	04/09/2016	04/09/2017

**Personnel Board**

Becky Shady	Barrel	Reappointment	02/23/2016	02/12/2018
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**Planning Commission**

Rick Harper	Sahuaro	Reappointment	03/25/2016	03/25/2018
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Gary Hirsch	Mayoral	Reappointment	03/25/2016	03/25/2018
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## Legislation Description

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**File #:** 16-037, **Version:** 1

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**APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB, INC.**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the Arizona Hammers Soccer Club, Inc., submitted by Michelle Lynn Widney. These events will be held at University of Phoenix Stadium's Great Lawn and Orange Lot located at 1 North Cardinals Drive. The purpose of these special event liquor licenses is for fundraising at the Out West Balloon Festival on March 4 and 5, 2016 from 3 p.m. to 10 p.m.; and the West Valley Fair and Music Festival on March 18 from 2 p.m. to midnight, March 19 from 10 a.m. to midnight and March 20, 2016 from 10 a.m. to 11 p.m.

**Background Summary**

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of special event liquor licenses issued at this location will be four of the allowed 12 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 Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: ARIZONA HAMMERS SOCCER CLUB INC

**SECTION 2** Non-Profit/IRS Tax Exempt Number: \_\_\_\_\_

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  
 Yes  No

Name of Business

License Number

Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: UNIVERSITY OF PHOENIX STADIUM - GREAT LAWN & Orange Lot  
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA AZ 85305  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: WIDNEY MICHELLE LYNN \_\_\_\_\_  
Last First Middle Date of Birth

2. Applicant's mailing address: \_\_\_\_\_  
Street City State Zip

3. Applicant's home/cell phone: \_\_\_\_\_ Applicant's business phone: (\_\_\_\_) \_\_\_\_\_

4. Applicant's email address: \_\_\_\_\_

10/17/14

Page 1 of 4

Individuals requiring ADA accommodations call (602)542-9027.

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. 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.)

4. 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. Attach an additional page if necessary.

Name	<u>ARIZONA HAMMERS SOCCER CLUB INC</u>		Percentage	<u>25 %</u>
Address	<u>PO BOX 1484</u>	<u>LITCHFIELD PARK</u>	<u>AZ</u>	<u>85340</u>
	Street	City	State	Zip
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>		Percentage	<u>47 %</u>
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	Street	City	State	Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

Number of Police 18 Number of Security Personnel  Fencing  Barriers

Explanation: AREA WILL BE FENCED IN AND MONITORED BY SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>3-4-16</u>	<u>FRI</u>	<u>3 PM</u>	<u>10 - PM</u>
DAY 2:	<u>3-5-16</u>	<u>SAT</u>	<u>3 pm</u>	<u>10 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

4. 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. Attach an additional page if necessary.

Name	Rojo Hospitality Group	Percentage	28%
Address	1 Cardinals Drive Glendale, AZ 85305		

# 2016 SITE PLAN



FUEL STATION----->

## LEGEND

-  BALLOONS DISPLAYS
-  BALLOON RIDES
-  FOOD TRUCKS BEVERAGE STATION
-  VENDOR SPACE
-  INFLATABLE KID RIDES
-  RESTROOMS
-  FENCE LINE
-  FIRE ACCESS 20' min
-  GENERATOR POWER
-  CROWD CONTROL FENCE LINE
-  PICNIC TABLES WITH UMBRELLA
-  LIGHT TOWERS

P#: xxxx      Revision: 1.0

Event Dates: March 4, 5 & 6, 2016

Location: University of Phoenix Stadium  
Sportsmans Park

480.663.3911 | PrideGroup.us

Single Simple Solution™



Disabled Parking

General Parking

General Parking

General Parking

Disabled Parking

AERIAL SOLUTIONS | OUT WEST BALLOON FEST





## ROJO HOSPITALITY GROUP

January 26, 2015

Dear Ms. Widney,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium/Out West Balloon Fest to Arizona Hammers Soccer Club. In return for the donation, AZ Hammers Soccer Club will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This two day event will take place at the University of Phoenix Stadium- Great Lawn in Glendale, AZ 85305 on March 4-5, 2016. The hours of operation are as follows:

March 4, 2016            3:00pm-10:00pm

March 5, 2016            3:00pm-10:00pm

We **will** reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson  
AGM  
623.433.7636

**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Michelle Widney declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)

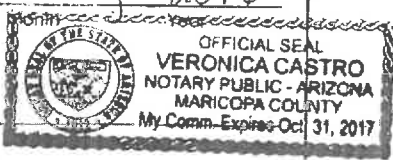
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Michelle Widney Manager 1/26/16 (602) 8038033  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 26th January 2016  
Day

State Arizona County of Maricopa

My Commission Expires on: 10/31/2017 Veronica Castro  
Date Signature of Notary



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, Michelle Widney declare that I am the APPLICANT filing this application as  
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x Michelle Widney Manager 1/26/16 (602) 8038033  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 26th January 2016  
Day

State Arizona County of Maricopa

My Commission Expires on: 10/31/2017 Veronica Castro  
Date Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: ARIZONA HAMMERS SOCCER CLUB INC

**SECTION 2** Non-Profit/IRS Tax Exempt Number: [REDACTED]

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

- Yes  No

Name of Business

License Number

Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: UNIVERSITY OF PHOENIX STADIUM - GREAT LAWN + Orange Lot

Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA AZ 85305  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: WIDNEY MICHELLE LYNN [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]  
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (\_\_\_\_) \_\_\_\_\_

4. Applicant's email address: \_\_\_\_\_

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 3  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. 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.)

4. 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. Attach an additional page if necessary.

Name	<u>ARIZONA HAMMERS SOCCER CLUB INC</u>	Percentage	<u>25 %</u>	
Address	<u>PO Box 1484</u>	<u>LITCHFIELD PARK</u>	<u>AZ</u>	<u>85340</u>
	Street	City	State	Zip
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>	Percentage	<u>47 %</u>	
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	Street	City	State	Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
 \_\_\_\_\_ Number of Police 22 Number of Security Personnel  Fencing  Barriers  
 Explanation: AREA WILL BE FENCED IN AND MONITORED BY SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>3-18-16</u>	_____	<u>2pm</u>	<u>12 Am</u>
DAY 2:	<u>3-19-16</u>	_____	<u>10 AM</u>	<u>12 AM</u>
DAY 3:	<u>3-20-16</u>	_____	<u>10 AM</u>	<u>11 PM</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

4. 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. Attach an additional page if necessary.

Name	Rojo Hospitality Group	Percentage	28%
Address	1 Cardinals Drive Glendale, AZ 85305		

# WEST VALLEY FAIR & MUSIC FESTIVAL



MAIN CARNIVAL



KIDDIE CARNIVAL

VENDORS & CONCESSIONS

MAIN STAGE

REST TENT

FAIR ENTRANCE

ATTRACTIONS



FENCELINE



EMERGENCY EXITS

W

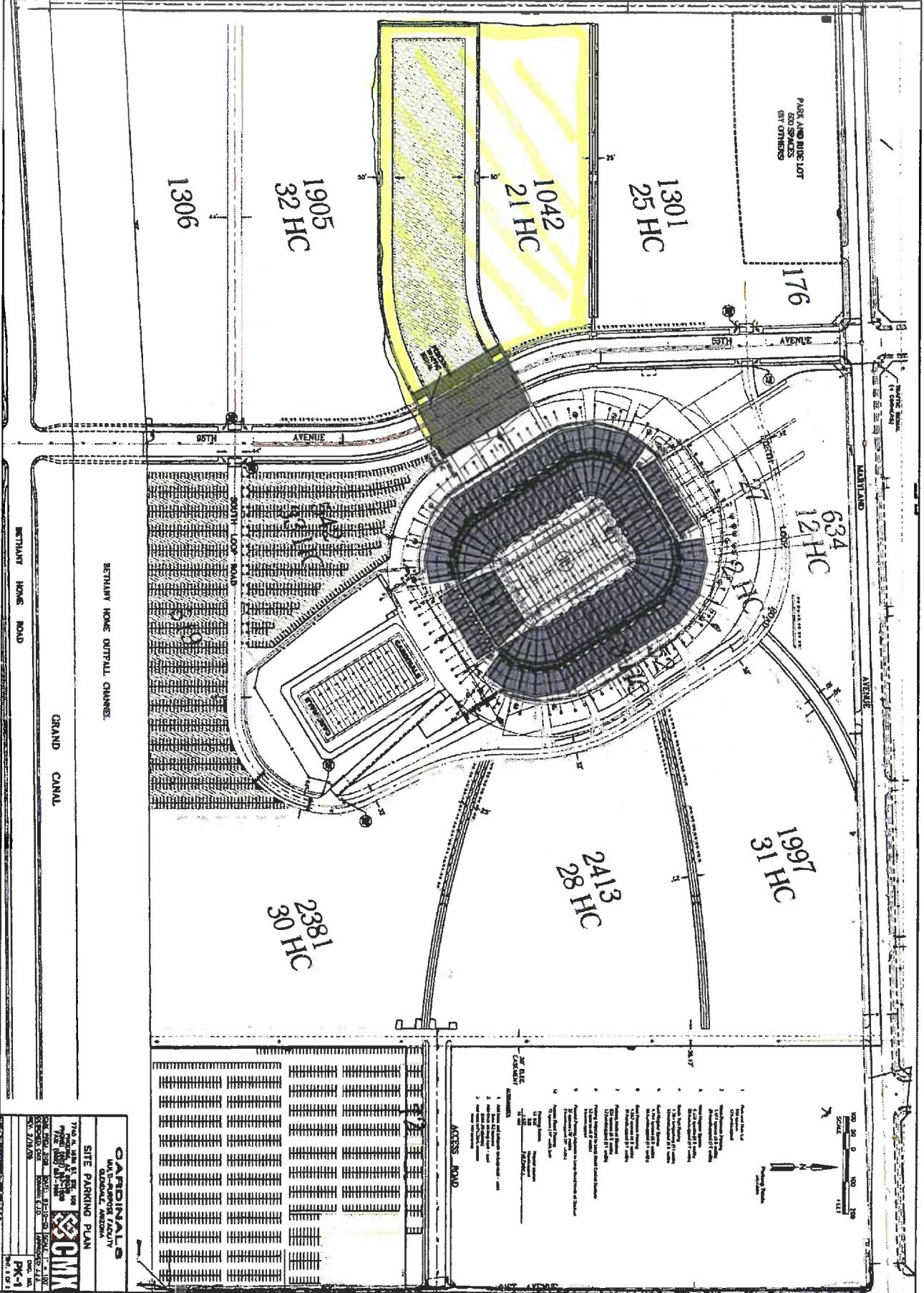
PARKING

- GENERAL FAIR PARKING
- PICK-UPS OR DROP-OFFS
- DISABLED PARKING



UNIVERSITY OF PHOENIX STADIUM





**CARDINAL'S**  
 MULTI-SPORTS FACILITY  
 GLENDALE, ARIZONA

**SITE PARKING PLAN**

TRUCK & TRAILER STORAGE

CMV, INC.

DATE: 05/12/04

SCALE: AS SHOWN

PK-1



# ROJO HOSPITALITY GROUP

January 26, 2015

Dear Ms. Widney,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium/West Valley Fair to Arizona Hammers Soccer Club. In return for the donation, AZ Hammers Soccer Club will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This three day event will take place at the University of Phoenix Stadium- Great Lawn in Glendale, AZ 85305 on March 18-20, 2016. The hours of operation are as follows:

March 18, 2016	2:00pm-12:00am
March 19, 2016	10:00am-12:00am
March 20, 2016	10:00am-11:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson  
AGM  
623.433.7636

**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Michelle Widney declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)


appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
 Liquor License

x Michelle Widney Manager 1/30/16 (602) 803-8033  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 26<sup>th</sup> January 2016  
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/2017 Veronica Castro  
Date Signature of Notary



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, Michelle Widney declare that I am the APPLICANT filing this application as  
(Print full name)

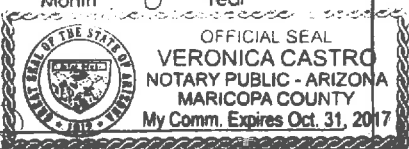
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
 complete

x Michelle Widney Manager 1/30/16 (602) 803-8033  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 26<sup>th</sup> January 2016  
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/2017 Veronica Castro  
Date Signature of Notary



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

16-10

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 01-28-16

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 Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at 1 Cardinals Drive - Great Lawn)**

### Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 1/28/2015	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	4		
Fights / Assaults	38		
Robberies			
Burglary / Theft	57		
911 calls			
Trespassing	19		
Accidents	18		
Fraud / Forgery	48		
Threats	1		
Criminal damage	11		
Other non-criminal*	57		
Other criminal	26		
<b>Total calls for service</b>	<b>284</b>	<b>N/A</b>	<b>N/A</b>

\* 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:**

All proceeds from this event go to the Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 03-04-16 (Fri) 03-05-16 (Sat). Balloon Fest - Great Lawn.

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>10 ERVIN</u>	<u>1-28-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>1-29-16</u>

16-11

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 01-28-16

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 Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at 1 Cardinals Drive - Great Lawn)**

### Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 1/28/2015	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	4		
Fights / Assaults	38		
Robberies			
Burglary / Theft	57		
911 calls			
Trespassing	19		
Accidents	18		
Fraud / Forgery	48		
Threats	1		
Criminal damage	11		
Other non-criminal*	57		
Other criminal	26		
<b>Total calls for service</b>	<b>284</b>	<b>N/A</b>	<b>N/A</b>

\* 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:

All proceeds from this event go to the Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 03-18-16 (Fri) 03-19-16 (Sat) 03-20-16 (Sun). West Valley Music Fest - Great Lawn.

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>1-28-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>1-27-16</u>



Legislation Description

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**File #:** 16-036, **Version:** 1

---

**APPROVE LIQUOR LICENSE NO. 5-18788, CACTUS MARKET**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Cactus Market located at 12252 North 51<sup>st</sup> Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076726) was submitted by Billy Joseph.

**Background Summary**

The location of the establishment is in the Sahuaro District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 16,434. Cactus Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

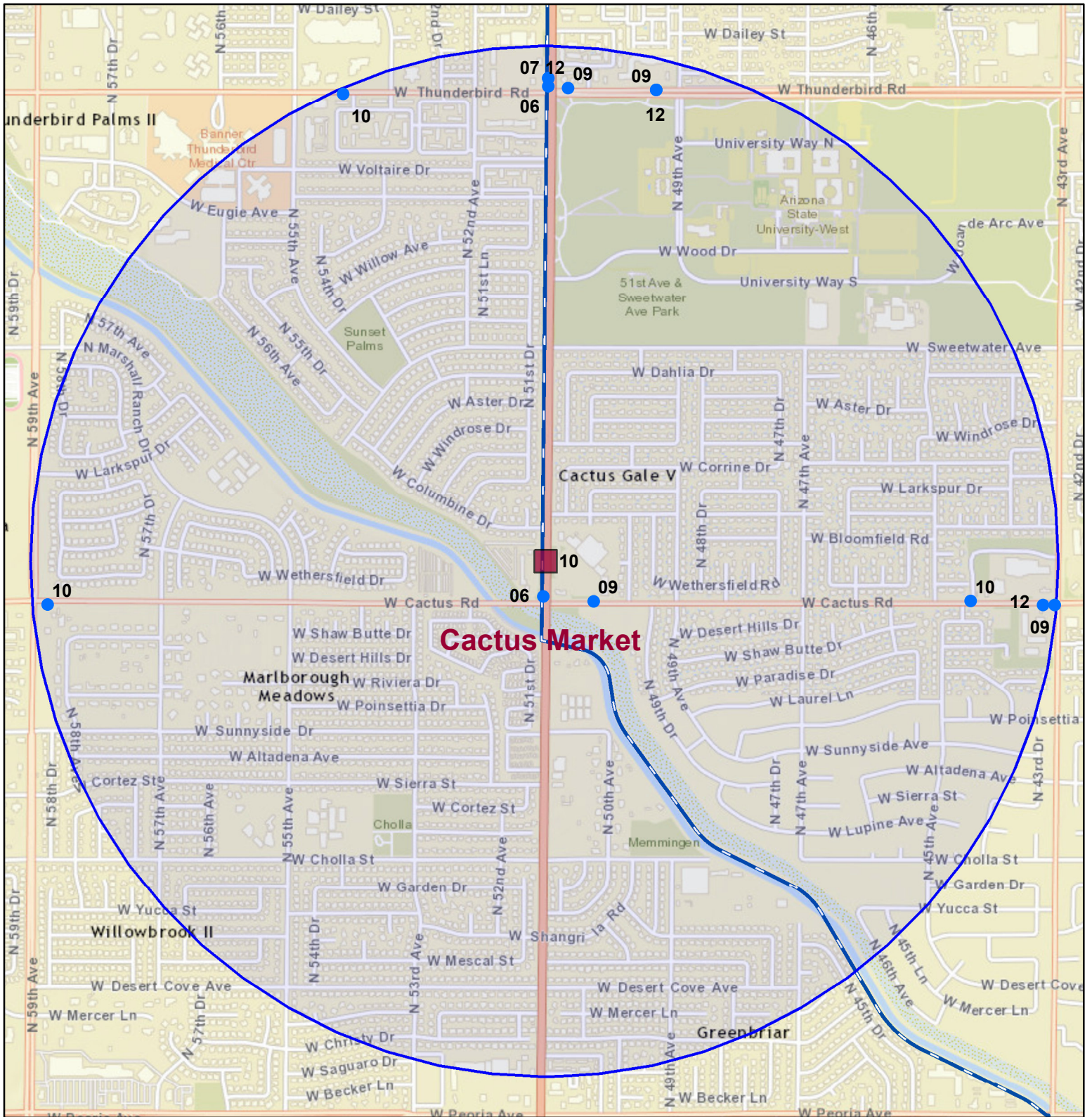
<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>3</u>
	<b>Total</b>	<b>14</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, 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, January 4 thru January 24, 2016.



**BUSINESS NAME:** Cactus Market

**LOCATION:** 12252 N. 51st Avenue

**APPLICANT:** Billy Joseph

**ZONING:** C-2

**APPLICATION NO:** 5-18788

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



15-271

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 01-12-16

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

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

Application Type: **New License**

Definition: New license

Business Name: **Cactus Market**

Business Address: **12252 N. 51<sup>st</sup> Ave**

### Applicant/s Information

Name: **Joseph, Billy**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 1/12/2011	Other Suites	New ownership call history beginning: 12/28/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing	1		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	4		
Other criminal			
Total calls for service	9	N/A	0

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

# GLENDAL 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:

Nawar Mohsein Yosif (Agent)  
Yosif Group LLC, (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

Date

1-13-16

Chief of Police or designee

[Signature]

1-13-16



## Legislation Description

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**File #:** 16-033, **Version:** 1

---

### **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH REDDY ICE CORPORATION FOR THE PURCHASE AND DELIVERY OF BAGGED ICE**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into an agreement with Reddy Ice Corporation, in an amount of approximately \$30,000 annually for the purchase and delivery of bagged ice for city-wide multi-departmental use. This request also authorizes the City Manager, at their discretion, to renew the agreement for an additional four years, in one-year increments, in an amount not to exceed \$150,000 over the five-year term of the contract.

#### **Background**

The City of Glendale uses bagged ice to aid in the hydration of city workers including staff providing services to the community on a daily basis or during emergency operations, staff working downtown special events (Glendale Glitters, Enchanted Evenings, Glitter & Glow, and the Chocolate Affaire), and staff providing emergency services during events held at the University of Phoenix Stadium and Gila River Arena. The city departments that receive delivery of ice include, but are not limited to, Communications, Community Services, Police, Fire, Public Works, and Water Services.

#### **Analysis**

The city issued an Invitation for Bids (IFB) 16-22 and two offers were received. Reddy Ice Corporation was determined to be the lowest responsive and responsible bidder whose bid met the requirements and evaluation criteria set forth in the IFB.

The agreement includes delivery of ice and freezers to be placed at various city facilities, including the Municipal Field Operations Complex, Municipal Landfill, Materials Recovery Facility (MRF), the Fire Stations, West Area Water Reclamation Facility, and Materials Control Warehouse. This agreement allows for the purchase and delivery of ice as needed, and is based on a just-in-time inventory model for delivery of product.

The agreement with Reddy Ice Corporation allows for lower pricing due to the bulk purchase of bagged ice that is distributed across city departments, rather than smaller quantity purchases by the individual departments. Because the city receives a negotiated and discounted price based on certain terms, such as quantity of deliverables and the length of contract, staff recommends entering into this agreement with Reddy Ice Corporation.

#### **Community Benefit/Public Involvement**



The purchase of bagged ice is necessary to help keep city workers and emergency personnel hydrated during the course of providing services to the community.

**Budget and Financial Impacts**

The purchase and delivery of bagged ice will be paid for from the various city department budgets that use the product, and funds are available in the fiscal year 2015-16 operating and maintenance budgets of the respective departments. Expenditures with Reddy Ice Corporation are estimated to be \$30,000 annually. Over the life of the agreement, including any extensions authorized by the City Manager, total spending city-wide will not exceed \$150,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$30,000</b>	<b>varies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
PURCHASE AND DELIVERY OF BAGGED ICE**

**City of Glendale, Solicitation No. IFB 16-22**

This Agreement for Purchase and Delivery of Bagged Ice ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Reddy Ice Corporation, an Arizona corporation, authorized to do business in Arizona (the "Contractor"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**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 16-22 (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 in accordance with Exhibit A, 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) 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 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.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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.

#### 4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including any goods or services furnished by its Sub-contractors will not exceed \$30,000 annually or \$150,000 over the entire term of the contract, at the unit prices bid, as specifically detailed in Exhibit B (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

#### 5. Billings and Payment.

##### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

##### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

#### 6. Termination.

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

- a. Contractor will be equitably compensated for Goods or Services 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. Contractor will indemnify the City for any breaches of this Agreement in accordance with Section 8.3 of this Agreement. In no event shall either party be liable to the other party or any other person for any indirect, punitive (to the fullest extent permitted by applicable law), special, consequential or incidental damages, however caused and on any theory of liability arising out of this Agreement, and whether or not such party has been advised of the possibility of such damage.

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

8. Insurance.

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. **Certificates of Insurance.**

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

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

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

g. **Other Contractors or Vendors.**

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

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

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

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

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

8.2 **Sub-contractors.**

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

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

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

8.3 **Indemnification.**

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including

sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. 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); 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.

10.2 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:

Mr. Russell Hase  
 c/o Reddy Ice Corporation  
 4626 S. 40<sup>th</sup> Street  
 Phoenix, AZ 85040

- 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 Elmer Garcia  
 5850 W. Glendale Avenue #317  
 Glendale, Arizona 85301  
 623-930-2866

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.



11. **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.
12. **Entire Agreement; Survival; Counterparts; Signatures.**
  - 12.1 **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.
  - 12.2 **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.
  - 12.3 **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.
  - 12.4 **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.
  - 12.5 **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.
  - 12.6 **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.
  - 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-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 (4) 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 thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
14. **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.

15. 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: Kevin R. Phelps  
Its: City Manager

ATTEST:

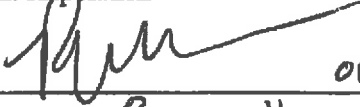
\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney


Reddy Ice Corporation,  
an Arizona corporation

\_\_\_\_\_  
By:  
Its:

 01-14-16  
Russell Hase  
Market Manager

**EXHIBIT A**  
**PURCHASE AND DELIVERY OF BAGGED ICE**  
**PROJECT**

PROJECT

	<p><b>Solicitation Number: IFB 16-22</b></p> <p><b>BAGGED ICE</b></p>	<p><b>CITY OF GLENDALE.</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**1.0 SPECIFICATIONS**


**1.1 BACKGROUND AND INTRODUCTION**

- 1.1.1 The City of Glendale intends to establish a term contract for the purchase and delivery of packaged (bagged) ice, including Vogt or approved equivalent (mini-tube) ice and block ice.
- 1.1.2 The ice is for various uses, including the daily needs of City work crews, events at the University of Phoenix Stadium, events at the Gila River Arena, special events, such as Glendale Glitters and emergency operations.
- 1.1.3 The events at the University of Phoenix Stadium, the Gila River Arena and special events take place during regular business hours and during evenings and weekends.
- 1.1.4 The Contractor shall provide ice merchandisers (freezers) for various City of Glendale locations and events at no cost to the City.
- 1.1.5 The Contractor shall commence the providing of services, including the installation of merchandisers, within thirty (30) calendar days of notification of contract award.
- 1.1.6 The specifications for the bagged ice are listed herein. Any use of brand names in the specifications is not intended to restrict any Offeror or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of product considered best adapted for use by the City.


**1.2 CITY DEPARTMENTS**

**1.2.1 PUBLIC WORKS AND WATER SERVICES DEPARTMENTS**

- 1.2.1.1 The Contractor shall supply approximately 17,500 bags of packaged (bagged) Vogt or approved equivalent ice annually. Each bag shall contain seven (7) pounds of Vogt or approved equivalent ice for the Public Works and Water Services Departments. The Contractor's required deliveries of ice for Public Works includes deliveries to the Landfill and the Materials Recovery Facility at the Landfill.
- 1.2.1.2 The Contractor shall supply approximately 3,000 bags of ten (10) pound block bagged ice annually for the Public Works Field Operations Campus, 6210 West Myrtle Avenue, Glendale, AZ.

	<p>Solicitation Number: IFB 16-22</p> <p><b>BAGGED ICE</b></p>	<p><b>CITY OF GLENDALE</b>  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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- 1.2.1.3 The Contractor shall deliver both bagged Vogt or approved equivalent ice and bagged blocks of ice to the Field Operations campus located between Myrtle and Orangewood directly west of Grand Avenue. The Contractor shall enter the Field Operations Campus from the Orangewood entrance.
- 1.2.1.4 The Contractor shall deliver two (2) ice merchandisers that shall be located on the Field Operations campus, 6210 West Myrtle Avenue, Glendale, AZ.
  - 1.2.1.4.1 The first ice merchandiser shall be located across from the old warehouse delivery ramp/behind the old wash rack.
  - 1.2.1.4.2 The second ice machine shall be located on the south side of the Sanitation Department triple wide trailer/offices (far northwest corner of the campus near Orangewood Avenue).
- 1.2.1.5 The Contractor shall deliver two (2) ice merchandisers for the Water Services Department:
  - 1.2.1.5.1 One ice merchandiser shall be located at the West Area Water Reclamation Facility - near the City of Glendale Airport, 5901 North Glen Harbor Boulevard, Glendale, AZ.
  - 1.2.1.5.2 One ice merchandiser shall be located at the Field Operations Campus, behind the Warehouse Building N.
- 1.2.1.6 Bagged ice shall be delivered, when needed, to the Pyramid Peak-Water Quality Lab, located at 28101 N. 63<sup>rd</sup> Avenue, Phoenix, AZ.
- 1.2.1.7 The Contractor shall deliver two (2) ice merchandisers that shall be located at the Glendale Landfill, 11480 West Glendale Avenue, Glendale, AZ.
  - 1.2.1.7.1 The first ice merchandiser shall be located at the Landfill Administrative office.
  - 1.2.1.7.2 The second ice merchandiser shall be located at the Landfill Materials Recovery Facility.


 <p><b>GLENDALE</b></p>	<p><b>Solicitation Number: IFB 16-22</b></p> <p><b>BAGGED ICE</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**1.2.1.8 The Contractor shall deliver ice:**

- 1.2.1.8.1 A minimum of two (2) times per week in the summer months (approximately April, May, June, July, August and September – when the temperature exceeds ninety degrees Fahrenheit), but the Contractor shall make deliveries as often as is necessary to ensure the City does not run out of ice.
- 1.2.1.8.2 One time per week in the winter months (approximately January, February, March, October, November and December). The Contractor shall make deliveries as often as is necessary to ensure the City does not run out of ice.
- 1.2.1.8.3 The City will notify the Contractor by telephone when additional deliveries are required in the months of April, September and October.

**1.2.2 MARKETING DEPARTMENT (SPECIAL EVENTS)**

- 1.2.2.1 The City estimates that the Marketing Department will use an average of 175 to 275 twenty-pound bags per event. Approximately 1050 to 1650 ice bags are used annually.
- 1.2.2.2 The City produces six signature festivals each year. Three larger special events includes: (1) Glendale Glitters Spectacular, (2) Glitter and Glow and (3) Chocolate Affair. Ice shall be available every weekend in December to accommodate these events.
- 1.2.2.3 The minimum size bag of ice the Contractor shall provide is a twenty (20) pound bag of Vogt or approved equivalent ice to the Marketing Department for all events.
- 1.2.2.4 The Contractor shall provide either a truck or trailer with a refrigeration unit that will hold a minimum of four hundred (400) twenty (20) pound bags of Vogt or approved equivalent ice.
- 1.2.2.5 The Contractor shall provide a trailer with merchandiser, or an ice truck, to store ice for special events at no charge to the City when one is requested by the City.

 <p><b>GLENDALE</b></p>	<p align="center"><b>Solicitation Number: IFB 16-22</b></p> <p align="center"><b>BAGGED ICE</b></p>	<p align="center"><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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1.2.2.6 The Marketing Department will order ice and trailers or trucks by phone two months prior to any of the special events.

**1.2.3 POLICE DEPARTMENT SPECIAL OPERATIONS DIVISION (EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM AND THE GILA RIVER ARENA)**

1.2.3.1 The Contractor shall supply approximately 1,750 bags of ten (10) pound Vogt or approved equivalent bagged ice annually for the Police Department Special Operations Division.

1.2.3.2 The Contractor shall provide a trailer with refrigeration unit that will hold a minimum of four hundred (400) ten (10) pound bags of Vogt or approved equivalent ice for special events and emergency responses at no charge to the City when one is requested by the City.

1.2.3.3 The Police Department Special Operations Division will order ice and trailer by phone one week prior to one of the special events, to be delivered to the Glendale Regional Public Safety Training Center (GRPSTC), 11550 W. Glendale Avenue, Glendale, AZ.

**1.2.4 FIRE DEPARTMENT**

1.2.4.1 One (1) ice merchandiser shall be located at the Glendale Regional Public Safety Training Center (GRPSTC), 11550 W. Glendale Avenue, Glendale, AZ.

1.2.4.2 One (1) ice merchandiser shall be located at the Fire Resources/Support Services, 7505 N. 55<sup>th</sup> Avenue, Glendale, AZ.


1.2.4.3 One (1) ice merchandiser shall be located at the Fire Station #152, 6850 W. Bethany Home Road, Glendale, AZ.

1.2.4.4 One (1) ice merchandiser shall be located at the Fire Station #154, 4439 W. Peoria Avenue, Glendale, AZ.

1.2.4.5 One (1) ice merchandiser shall be located at the Fire Station #156, 6801 W. Deer Valley Road, Glendale, AZ.


1.2.4.6 One (1) ice merchandiser shall be located at the Fire Station #158, 6261 N. 83<sup>rd</sup> Avenue, Glendale, AZ.



 <p>GLENDALE</p>	<p>Solicitation Number: IFB 16-22</p> <p><b>BAGGED ICE</b></p>	<p>CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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**1.3 OTHER REQUIREMENTS**

- 1.3.1 Quantities listed are the City's best estimate and do not obligate the City to purchase more than actual requirements as determined by actual usage.
- 1.3.2 The Vogt or approved equivalent (mini-tube) ice shall be approximately one inch by one half inch (1" X ½") round cylinder bagged in a one and one half (1.5) mil minimum thickness clear virgin plastic bag.
- 1.3.3 The ice shall be made from potable water and the bags shall be sealed by a ring closure or other acceptable method common to the industry.
- 1.3.4 Ice quality shall meet industry-wide standards.
- 1.3.5 Merchandiser specifications: The merchandiser shall hold at minimum of one hundred seventy-five (175) bags of seven (7) pound Vogt or approved equivalent ice bags.
- 1.3.6 The ice merchandiser shall be a new or reconditioned construction type box in an attractive workable condition, free from mechanical problems.
- 1.3.7 If the ice merchandiser being supplied is reconditioned, it shall not be more than five years old and shall be subject to final approval of the Contract Administrator.
- 1.3.8 The Contractor shall respond to a call for merchandiser repairs within two (2) hours of the receipt of the call from the City. TWENTY-FOUR (24)
- 1.3.9 Ice merchandisers shall be furnished at no charge for the duration of the contract period in the quantity specified herein and for any additional units requested during the contract.
- 1.3.10 All ice merchandisers and trailers shall remain the property of the Contractor.
- 1.3.11 The Contractor shall be responsible for all maintenance, including all repairs, of all Contractor-owned ice merchandisers and trailers for the duration of the contract period.
- 1.3.12 The ice merchandiser shall be capable of being secured with a padlock. The City will furnish its own locks.

	<p>Solicitation Number: IFB 16-22</p> <p><b>BAGGED ICE</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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1.3.13 The City reserves the right to add additional delivery locations or delete service locations as necessary. Any requests must be "approved" prior to a new delivery or removal of a service location by the Contract Administrators, Sandy Ressler or Elmer Garcia, with the Materials Management Department.

1.3.14 The Contractor shall provide ice in response to the City's emergency telephone order during a Stadium or an Arena or special event within-one-hour following receipt of order. *three (3) hours*

1.3.15 Availability of the ice must be twenty-four (24) hours per day, seven (7) days per week.

1.3.16 The Contractor must allow the City of Glendale to pick up ice from the Contractor's business location, if necessary.

1.3.17 If the contract is not extended or is terminated during the term of the contract, all ice merchandisers shall be picked up within thirty (30) days after termination of the contract.

1.3.18 Upon expiration or termination of the contract, the previous Contractor shall complete any orders currently in process. The previous Contractor and new Contractor shall work with the Contract Administrator in coordinating the removal and replacement of merchandisers from all City locations to ensure a seamless transition of delivery of ice to City departments.


#### 1.4 USAGE REPORT

The Contractor shall furnish to the City (mail to: Materials Management, 5850 W. Glendale Avenue, Suite 317, Glendale, Arizona 85301) a quarterly usage report, delineating the acquisition activity governed by the contract. The Contractor shall identify the enclosed report ("QUARTERLY USAGE REPORT") on the mailing envelope. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department and/or division unit.

#### 1.5 SHIPPING DOCUMENTS

A packing list, or other suitable shipping documents, shall accompany each shipment and shall include the following:

- Name and address of the Contractor
- Name and address of the City department or division

	<p><b>Solicitation Number: IFB 16-22</b></p> <p><b>BAGGED ICE</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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- A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**1.6 INVOICING REQUIREMENTS**


1.6.1 A proper invoice billed to the appropriate City department or division per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the City. In addition, the Contractor shall mail a monthly statement to each Department or Division that shall include a copy of each invoice for all items to be paid.

1.6.2 All invoices shall provide the following information:

- Contract number
- City purchase order number
- Quantity
- Description of material, including item number and any backorders
- Pricing per unit
- A signature and printed name (along with an employee #) of the ice delivery

**1.7 STOCK**

The Contractor shall be expected to stock sufficient quantities of ice as may be necessary to meet the City's needs.

	<b>Solicitation Number: IFB 16-22</b>  <b>BAGGED ICE</b>	<b>CITY OF GLENDALE</b> Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85501
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4.0

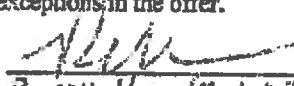
**OFFER SHEET**  
**CONDITIONAL ACCEPTANCE**

INVITATION FOR BID NO. **IFB 16-22**  
 DESCRIPTION: **BAGGED ICE**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is Sandy Ressler.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: <u>Ready Ice</u>	Contractor Signature: 
Company Address: <u>4626 S. 40th Street</u>	Printed Name and Title: <u>Russell Hain, Market Mgr.</u>
<u>Phoenix AZ 85040</u>	Email Address: <u>rhain@readyice.com</u>
Company Federal ID: <u>75-2344985</u>	Telephone No.: <u>602-437-0434</u>

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:  
 Printed Name and Title:

Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk (SEAL)  
 APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney

**EXHIBIT B**  
**PURCHASE AND DELIVERY OF BAGGED ICE**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

For the purchase and delivery of bagged ice at the unit prices bid as listed in the Price Sheet.

**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 \$30,000 annually or \$150,000 over the entire term of the contract.

**DETAILED PROJECT COMPENSATION**

See Price Sheet.



Solicitation Number: IFB 16-22  
**BAGGED ICE**

CITY OF GLENDALE  
 Materials Management  
 5850 West Glendale  
 Avenue, Suite 317  
 Glendale, Arizona 85301

5.0 **PRICE SHEET**

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, delivery, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED AMOUNT (A X B)
5.1	26,432	Bag	7-Pound Bag of Ice per Specifications	\$ <u>0.75</u> /bag	\$ <u>19,824.00</u>
5.2	555	Bag	10-Pound Bag of Ice per Specifications	\$ <u>1.10</u> /bag	\$ <u>610.50</u>
5.3	742	Bag	20-Pound Bag of Ice per Specifications	\$ <u>2.40</u> /bag	\$ <u>1,780.80</u>
<b>GRAND TOTAL</b>					\$ <u>22,215.30</u>

5.4 DELIVERY Offeror states that all orders shall be delivered in accordance with Specifications.

5.5 TAX AMOUNT Offerors should not include any transaction use tax or federal tax in your unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax % 8.3

5.6 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

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

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

Company Name: Realty Ice

**EXHIBIT C**  
**PURCHASE AND DELIVERY OF BAGGED ICE**  
**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.





## Legislation Description

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**File #:** 16-034, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH THE BEEKEEPER TOTAL BEE CONTROL INC., FOR BEE REMOVAL SERVICES**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the agreement for bee removal services for city-wide multi-departmental use with The Beekeeper Total Bee Control, Inc., (The Beekeeper) in an amount of approximately \$20,000 annually. This request also authorizes the City Manager, at their discretion, to renew the agreement for an additional four years, in one-year increments, in an amount not to exceed \$100,000 for the entire term of the contract.

**Background**

An Invitation for Bid (IFB 15-14) was issued for pest control and bee removal services. Eight companies provided responses for bee removal services. An evaluation committee comprised of staff from Materials Management, Housing and Water Services reviewed the offers and recommended award of a contract to The Beekeeper for bee removal services.

The original estimate of the work to be performed under this agreement provided for an estimated quantity of 16 beehive removals per year. In Fiscal Year (FY) 2015, approximately 50 bee removal incidents occurred at various city facilities. This amendment will increase the quantity of bee removals in the contract to more accurately reflect the actual number of incidents. The original agreement was not required to be approved by the Council because the dollar amount of the contract was less than \$50,000. This amendment, including renewals, exceeds the \$50,000 threshold; therefore, Council approval is required.

**Analysis**

The amendment will adequately provide bee removal services throughout city facilities. This amendment will allow the contractor to respond to bee removal requests of approximately \$20,000 annually and not to exceed \$100,000 over the term of the contract. This amendment does not obligate the City to expend the full authorized amount with The Beekeeper. Services will only be requested by departments as needed.

**Community Benefit/Public Involvement**

On-call bee removal services are necessary to ensure the safety of employees and the public at facilities throughout the city.

**Budget and Financial Impacts**

Funds for the purchase of bee removal services are available in the FY 2015-16 operating budgets for the various city departments who use this service. Expenditures with The Beekeeper are expected to be approximately \$20,000 annually. Over the life of the agreement, including any extensions authorized by the City Manager, total spending city-wide will not exceed \$100,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$20,000</b>	<b>varies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1

AGREEMENT FOR BEE REMOVAL SERVICES  
(City of Glendale Solicitation IFB 15-14, Contract No. C-10304)

This Amendment No. 1 ("Amendment") to the Agreement for Bee Removal Services ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Glendale, an Arizona municipal corporation ("City") and The Beekeeper Total Bee Control, Inc., an Arizona corporation ("Contractor").

RECITALS

- A. City and The Beekeeper Total Bee Control, Inc., previously entered into an Agreement for Bee Removal Services, Contract No. C-10304, dated October 9, 2015 ("Agreement"); and
- B. The original estimate of the work to be performed under this Agreement provided for an estimated quantity of 16 beehive removals at an estimated cost of one thousand five hundred and twenty dollars (\$1520.00); and
- C. The City and Contractor, however, have determined that the parties underestimated the amount of work that needed to be performed pursuant to this Agreement. The Parties therefore wish to increase the amount of compensation to be paid on an annual basis, and are increasing the "not to exceed" amount of this Agreement with this Amendment.
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of this Agreement is unchanged. All other provisions of the Agreement and any amendment thereto shall remain in effect in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** Section 4 of the Agreement is hereby modified and amended as follows:

The total purchase price for Bee Removal Services purchased under this Agreement shall not exceed twenty thousand dollars (\$20,000) for the entire term of the Agreement. Pricing schedule per Exhibit A, Group B Pricing.

5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. **Insurance Certificate.** The current certificate will expire on April 5, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management, the Contract Administrator.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

The Beekeeper Total Bee Control, Inc.,  
an Arizona corporation

*K. Chris Miller*  
\_\_\_\_\_  
By: *K. Chris Miller*  
Its: *President*



SOLICITATION NUMBER: IFB 15-14  
 CITYWIDE PEST CONTROL AND  
 BEE REMOVAL SERVICES

CITY OF GLENDALE  
 Materials Management  
 5850 West Glendale  
 Avenue, Suite 317  
 Glendale, Arizona 85301

5.2

GROUP B

**Exhibit A**

BEE REMOVAL SERVICES  
 CITY OF GLENDALE LOCATIONS TO BE SERVICED  
 FREQUENCY MATRIX

CITY LOCATION	SPACE	APPROX SQ. FT.	SCHEDULE	Annual Estimated Qty (A)	Unit Price (B)	Total Price (AXB)
Any City of Glendale Location (under 12 feet)	Interior/ Exterior	NA	As Needed	8	\$65/Hive	\$520 <sup>00</sup>
Any City of Glendale Location (Higher than 12 feet)	Interior/ Exterior	NA	As Needed	6	\$125/Hive	\$750 <sup>00</sup>
Emergency Bee Removal Services (within one (1) hour)	Interior/ Exterior	NA	As Needed	1	\$125/Hive	\$125 <sup>00</sup>
Non-emergency Bee Removal Services for City of Glendale Right-of-Way properties after 6:00 PM	Exterior	NA	As Needed	1	\$125/Hive	\$125 <sup>00</sup>
<b>Total Amount for Bee Removal Services</b>						<b>\$1520<sup>00</sup></b>



## Legislation Description

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**File #:** 16-017, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH HYE TECH NETWORK & SECURITY SOLUTIONS, LLC, FOR THE EXPENDITURE OF FUNDS FOR NETWORK CONSULTING AND SERVICES**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to amend Linking Agreement C-10605 with Hye Tech Network and Security Solutions, LLC., for network consulting and services and to authorize expenditure authority in an amount not to exceed \$150,000 for the term of the agreement.

**Background**

City operations rely heavily upon network technology which facilitates communication among our business systems, business partners, and citizens. Network technology resources have been difficult to find and retain due to competition with the private sector and overall limited availability of qualified individuals. Hye Tech Network & Security Solutions, LLC provides both primary and adjunct network services on an on call, as needed basis. Example of their services include, but are not limited to, troubleshooting network issues, configuration, and after hours support. Staff has also identified several projects the firm could complete. For projects, the vendor will provide specific price quotes for the work and, upon staff approval of the pricing, the vendor would proceed. In any case, the city will only pay for actual work performed, for an amount up to \$150,000 over the term of the agreement which expires on May 10, 2016.

Hye Tech Network and Security Solutions, LLC is contracted with the State of Arizona to provide these same services. This linking agreement allows the city to purchase these services through a cooperative purchase. Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

**Community Benefit/Public Involvement**

To provide services to its citizens, the City depends on network engineers to maintain internet connections, switches, routers, and wireless access. Each department depends on reliable connections and properly maintained hardware to perform day-to-day job functions.

Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

**Budget and Financial Impacts**

This amount will be paid from the Information Technology's professional and contractual expenditures using salary savings from vacant positions, including the Sr. Network Engineer position. The City Manager has already approved the budget transfer in accordance with the Cash and Budget Transfer Policy.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$150,000</b>	<b>2591-18402-518200, Information Technology</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
TO  
LINKING AGREEMENT  
BETWEEN THE CITY OF GLENDALE, ARIZONA  
AND  
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC.  
(Contract No. C-10605)

This Amendment No. 1 to the Linking Agreement (the “Amendment”) is made this \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Hye Tech Network & Security Solutions, a an Arizona limited liability company (“Contractor”).

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. (the “Agreement”); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Compensation.** Contractor’s compensation is amended as of the date of this Amendment. The total purchase price for all goods and services purchased under this agreement will not exceed One Hundred and Fifty Thousand dollars (\$150,000).
- 2. **Capitalized Terms.** Unless defined in this Amendment, all capitalized terms have the same meaning as given in the Agreement.
- 3. **Other Provisions Unmodified.** Except as provided in this Amendment, all other terms and conditions of the Agreement are unmodified.



CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

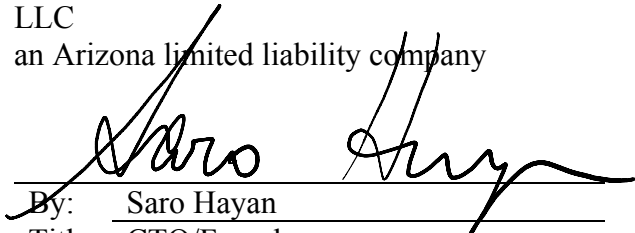
ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Hye Tech Network & Security Solutions,  
LLC  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Saro Hayan  
Title: CTO/Founder

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 20<sup>th</sup> day of January, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hye Tech Network & Security Solutions, LLC, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On May 12, 2012, under the State of Arizona Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the agreement ADSPO12-024661 ("Cooperative Purchasing Agreement"), which is incorporated by reference. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award, purchases can be made by governmental entities from the date of award, which was May 12, 2012, until the date the contract expires on May 10, 2016.
- 2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
    - A. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Forty-Eight Thousand dollars (\$48,000) for the entire term of the Agreement.
  4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
  5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
  6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
  7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
  8. Non-disclosure. The Non-Disclosure Agreement between the parties is incorporated by reference and attached to this Linking Agreement as Exhibit "A."

9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale

and

Hye Tech Network & Security Solutions, LLC  
4802 E Ray Road, Suite 23-414  
Phoenix, Arizona 85044

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

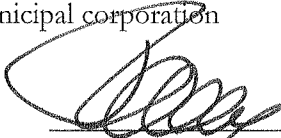
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Hye Tech Network & Security Solutions,  
an Arizona Corporation


By:

  
Richard A. Bowers  
(Acting) City Manager


By:

  
Name: Saro Hayan  
Title: CTO/Founder

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney  
• As noted on green sheet

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

**EXHIBIT A**  
[Non-Disclosure Agreement]

## NON-DISCLOSURE AGREEMENT

On this \_\_\_\_ day of January, 2016, **HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**, an Arizona corporation with offices at 4802 E. Ray Road, Suite 23-414, Phoenix, Arizona 85044 (“**Provider**”), and City of Glendale, an Arizona municipal Corporation with offices at 5850 West Glendale Avenue, Glendale, AZ 85301 (“**Recipient**”), agree as follows:

1. In connection with discussions between the parties relating to network support and services including but not limited to, troubleshooting, consulting services, configuration, VoIP, and after hours support (the “**Purpose**”), Provider may find it beneficial to disclose to Recipient certain Confidential Information (as defined below).
  
2. As used in this Agreement, “**Confidential Information**” means all information concerning Provider or any of its affiliates or their respective equity investments (whether prepared by Provider or otherwise, whether oral or written, in whatever form or data storage medium and whether or not specifically identified as “confidential”, except for information not marked “confidential” then only to the extent Recipient knew or a reasonable person under the same circumstances would know that the information is confidential) that is made available by or on behalf of Provider or its representatives (including any such information made available prior to the date hereof), including, without limitation, technical, financial and product business plans, strategies and information, computer programs, code and software, technical drawings and schematics, technical expertise, know-how, processes, ideas, inventions (whether patentable or not), agreements and reports (together with all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials, in whatever form maintained and whether prepared by Provider, Recipient or other persons, which contain or reflect, or are based on or generated from, in whole or in part, any such information). Confidential Information does not include information to the extent that such information:
  - (a) Is generally available to the public other than as a result of disclosure in violation of this Agreement; or
  - (b) That was in Recipient’s possession at the time of Provider’s disclosure to Recipient and was obtained free from obligation to any third party; or
  - (c) Is received by Recipient on a non-confidential basis from an unaffiliated person (other than, for the avoidance of doubt, Provider or any of its representatives) without an obligation of confidentiality or a breach of an obligation of confidentiality; or
  - (d) Must be disclosed pursuant to Section 5, below.
  
3. Recipient shall:
  - (a) Hold the Confidential Information in confidence and protect it in accordance with the same degree of care with which it protects its own confidential

information of like importance which it does not wish to disclose, but in no event less than reasonable care;

- (b) Use the Confidential Information solely to the extent necessary for the Purpose and not for any other purpose;
  - (c) Except to the extent permitted by, and in accordance with, Section 5 hereof, not disclose any Confidential Information to any person other than those employees of the Recipient if and to the extent such employees have a need to know such information for the Purpose and have agreed to be bound by this Agreement to the same extent as if they were parties hereto; and
  - (d) Upon the request of Provider, promptly return all Confidential Information to Provider (or destroy such Confidential Information) without retaining any copies thereof and provide certification of its compliance with this Section 3(d) by the Economic Development Director, except to the extent that returning or destroying such Confidential Information would constitute a violation of applicable law (as confirmed by the opinion of its counsel).
4. Without the prior written consent of Provider, Recipient shall not, and shall cause its employees not to, disclose to any person (except to the extent permitted by, and in accordance with, Section 5 hereof): (a) the fact that investigations, discussions or negotiations are taking place or have taken place concerning the Purpose; (b) any of the terms, conditions or other facts with respect to any relationship or transaction relating to the Purpose, including the status thereof or either party's consideration thereof; or (c) that this Agreement exists, that Confidential Information has been requested or made available to Recipient or its representatives or any opinion with respect to any Confidential Information. The term "person" as used in this Agreement shall be interpreted broadly to include any corporation, partnership, limited liability company, other entity, governmental authority, group or individual.
5. In the event that Recipient or any of its employees is requested or required by law (including Arizona Public Records law, A.R.S. §§ 39-101 et seq.), judicial or governmental order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal process to disclose any of the Confidential Information (or any information referred to in Section 4 hereof), Recipient must first provide Provider with prompt written notice of such requirement so that Provider may seek an appropriate protective order, unless, as confirmed by the opinion of its counsel, providing such notice would itself constitute a violation of law. If Recipient is nevertheless legally required (as confirmed by the opinion of its counsel) to disclose Confidential Information (or any information referred to in Section 4 hereof), then Recipient shall only disclose that portion of the Confidential Information (or information referred to in Section 4 hereof) that is legally required to be disclosed (as confirmed by the opinion of its counsel). In such an event, Recipient shall take reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information (or any information referred to in Section 4 hereof) being disclosed. In no event shall Recipient oppose action by Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information (or any information referred to in Section 4 hereof) and any



and all costs to obtain a protective order or otherwise prohibit disclosure shall be the sole responsibility of Provider.

6. Nothing in this Agreement grants, or shall be deemed to grant, either party any authority or agency of kind or manner to act in any way in the other party's name or otherwise on behalf of the other party and no party shall hold itself out to be acting in such manner or to possess such authority.
7. Nothing contained in this Agreement shall be construed as granting or conferring, whether by sale, license or otherwise, to Recipient any right, title or interest in or to Confidential Information. Provider shall be entitled at any time and without notice to Recipient to negotiate, disclose and otherwise deal in any manner and for any purpose with third parties regarding the Confidential Information. Provider reserves the right, in its sole discretion and without prior notice, to terminate any discussions with Recipient or Provider' consideration of any potential relationship or transaction. Unless and until a definitive agreement between the parties with respect to the Purpose has been executed and delivered, neither party will be under any legal obligation of any kind with respect to the Purpose by virtue of this Agreement (or any written or oral expression with respect to the Purpose), except for the matters specifically agreed to in this Agreement. All Confidential Information is made available on an "as is" basis and neither Provider nor any of its affiliates or representatives has made or makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information.
8. Recipient acknowledges and agrees that neither Provider nor any of its affiliates or representatives shall have any liability to Recipient or any of its affiliates or representatives on any basis (including, without limitation, in contract, tort, under federal or state securities laws or otherwise), and neither Recipient nor any of its affiliates or representatives shall make any claims whatsoever against such other persons, in connection with this Agreement or any other written or oral expression with respect to the Purpose, the evaluation of the Purpose, the review of or use or content of the Confidential Information or any errors therein or omissions therefrom or any action taken or any inaction occurring in reliance on the Confidential Information, in each case, except and solely to the extent as may be included in any definitive agreement with respect to any business relationship or other transaction involving the Parties.
9. Recipient hereby acknowledges and agrees that it is aware, and that it will advise its representatives who are informed as to the matters that are the subject of this Agreement, that the United States and other securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
10. The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto; provided, however, that no disclosure of Confidential Information may be made to any successor or assign of Recipient without the prior written consent of Provider.

11. Recipient acknowledges and agrees that Provider would be irreparably harmed by a breach of this Agreement by Recipient or its employees and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Therefore, Recipient agrees to the granting of specific performance of this Agreement and injunctive relief in favor of Provider as a remedy for any such breach, without proof of actual damages, and Recipient further waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any such breach, but shall be in addition to all other remedies available at law or equity to the Provider.
12. This Agreement shall be governed in accordance with the laws of the State of Arizona, United States of America, without regard to conflict of law provisions. Recipient and Provider hereby (a) irrevocably and unconditionally submit to the jurisdiction of any State or Federal court sitting in the State of Arizona with respect to all actions and proceedings arising out of or relating to this Agreement, (b) agree that all claims with respect to any such action or proceeding may be heard and determined in such court, (c) irrevocably and unconditionally waive any objection to the laying of venue of any such action or proceeding in any such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum, (d) agree that service of any process, summons, notice or document delivered by hand or sent by U.S. registered mail to Recipient's or Provider's address set forth above shall be effective service of process for any action or proceeding brought against the other party in any such court, and (e) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
13. This Agreement represents the full and complete agreement of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

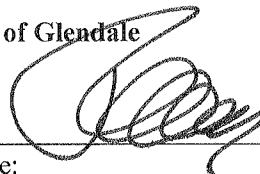
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IN WITNESS WHEREOF, the parties hereto have, by duly authorized persons, executed this Agreement, as of the date first above written.

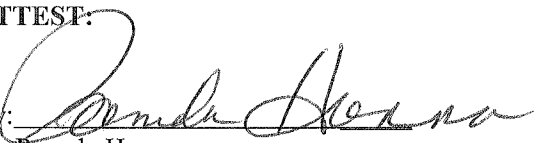
**Hye Tech Network & Security Solutions,  
LLC**

By:   
Name: Saro Hayan  
Title: CTO/Founder

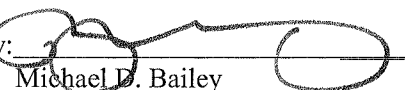
**City of Glendale**

By:   
Name:  
Title: City Manager

**ATTEST:**

By:   
Pamela Hanna  
City Clerk

**APPROVED AS TO FORM:**

By:   
Michael D. Bailey  
City Attorney  
*\* as noted on open sheet*



## Legislation Description

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**File #:** 16-056, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A USE AGREEMENT WITH TACTICAL SERVICE, INC., DOING BUSINESS AS DESERT SNOW, FOR CONCESSION SERVICES AT GLENDALE YOUTH SPORTS COMPLEX**

Staff Contact: Erik Strunk, Director, Community Services

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a five-year service agreement with Tactical Service, Inc. (dba Desert Snow), with an administrative option to extend for two additional, one-year options to provide concession services at the Glendale Youth Sports Complex (GYSC).

### **Background**

The GYSC is one of four “premier” sports complexes owned by the City and maintained by the Community Services Department. It is a lighted, multi-use sports facility located at 6222 N. 91st Avenue, and has been serving the community since 2006. The 14-acre site encompasses three regulation football/soccer fields, two smaller football fields, a 500 square foot concession building, restroom facilities, office, storage space and a maintenance building. It has up to 140 parking spaces and is also used as an overflow parking area for the University of Phoenix Stadium during major events. It is adjacent to Westgate Entertainment District, the Gila River Arena and connects into the Grand Canal Linear Park and Trail system. Up to 4000 players and spectators pass through the GYSC gates on a weekly basis during the fall and spring seasons (the facility is open ten months a year and closed in January and July for needed rest and repair).

Although the GYSC is heavily used, it does not currently have a licensed vendor to manage, operate and maintain concession sales, which is a key element for customer satisfaction for scheduled sports events and activities at the site. As a result, last year, the Community Services Department identified an opportunity to provide such a service and at the same time, generate potential revenue for the City.

### **Analysis**

In fall 2015, a competitive Request for Proposals (RFP16-10) was issued for concession sales at the GYSC and a total of four companies responded. All proposals were reviewed by an internal committee and based on the highest score, Tactical Service, Inc. (dba Desert Snow) was selected, deemed most qualified and is being recommended for approval. The vendor provided the best understanding of the City’s concession needs at GYSC, had the most experience in providing healthy concession stand food alternatives and demonstrated the best overall plan to operate the concession stand.

If approved, over the course of the initial five-year agreement, it is estimated the City General Fund will receive approximately \$60,000 in new revenue.

**Community Benefit/Public Involvement**

Users of the GYSC will have concession services before, during, and after games and practices. Tactical Service, Inc. (dba Desert Snow) will provide a healthy menu for customer that will include items such as fresh popcorn fruits, trail mix, granola bars, , and other heathy snacks and beverages. This item was reviewed by the Parks and Recreation Advisory Commission on February 8, 2016 and is being recommended for approval by Council.

**Budget and Financial Impacts**

This is a revenue opportunity and there will be no financial impact to the budget. Tactical Service, Inc. (dba Desert Snow) will provide the City with a monthly percentage of gross sales receipt for each contract year. The first and second years will be 27%; year three will be 30%, and 33% for every year thereafter the service agreement is in effect. Based on estimates provided by the vendor, this would equate to \$10,800 in year one and year two; \$12,000 in year three; \$13,200 in year four; and \$13,200 in year five (and through the end of the contract if extended).

**USE AGREEMENT FOR**  
**Glendale Youth Sports Complex - Concession Operations & Management**  
**City of Glendale Solicitation No. RFP 16-18**

This Agreement for Glendale Youth Sports Complex - Concession Operations & Management ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Tactical Service Inc., an Arizona corporation dba Desert Snow, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 20 .

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-18 (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. The Standard Terms and Conditions applicable to all City Requests and Proposals (and located on the City's website), are incorporated by this reference;
- D. 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. No subcontractors are allowed under this Use 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.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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.

#### 4. **Compensation for the Project.**

4.1 Compensation. City's compensation for the Project will, at a minimum, be: 27% of gross monthly sales for Year One; 27% of gross monthly sales for Year Two; 30% of gross monthly sales for Year Three; and 33% of gross monthly sales for Years Four and Five, as specifically detailed in EXHIBIT B (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

#### 5. **Payment/Audit/Site Conditions and Maintenance.**

- a. Contractor will submit monthly payments to City's authorized representative.
- b. The period covered by each Payment will be one calendar month ending on the last day of the month or as specified in solicitation RFP 16-18.
- c. The City shall have the right to inspect ledgers, books, or records pertaining to the business at reasonable times and places during regular business hours.
- d. All electricity, gas, or water utility service will be delivered via the delivery system in place at the City's facility. The City is not liable or responsible to Contractor for any failure to furnish the utility services set forth above occurring by any reason beyond the City's control, including but not limited to, strikes or other work stoppage, the act of any other government agency or public utility, acts of nature, force majeure, or the breakdown or failure of apparatus, equipment or machinery employed in supplying the services.

City is not responsible or liable to Contractor for any direct or consequential damages incurred by Contractor, including damage to any goods, merchandise, or equipment stored at City's facility as a result of power failure, flood, fire, explosions, or other causes beyond City's control.

- e. Contractor shall provide its own janitorial services, pick-up, clean up, and disposal of all litter for all space assigned or used in its operation. Contractor shall clean and keep concession areas free of debris during events. All food preparation and service areas must be sanitized and kept clean at all times.
- f. The Contractor must, at its sole cost and expense, provide pest control service in all food preparation and service areas. The Contractor must not perform this service on its own or



with its own personnel, but must hire or contract this service to be performed by a professional exterminator licensed under the laws, ordinances and regulation of the City and State of Arizona. The Facility shall receive treatment at least once a month or more as determined by the Facility Manager. The City agrees to provide pest control services for the balance of the facility. Pest control services will be coordinated between the Facility Manager and the Contractor's on-site manager.

- g. Contractor must not allow or commit any waste, injury or damage upon, or to, the Facility or its equipment. At the expiration of the Contractor's agreement, the Contractor must leave the Facility and its equipment in at least the same clean, safe, and like-new condition as they were at the commencement of the agreement, expecting only normal wear and tear.

## 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 Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

## 8. Insurance.

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.

- (2) 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.
  - (3) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

8.2 Sub-contractors. Not applicable.

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. 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); 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.

10.2 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:

Tactical Services Inc., dba Desert Snow  
c/o John and Lauren Kautman  
2202 West Lone Cactus Drive, Suite 1  
Phoenix, Arizona 85027

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

City of Glendale  
c/o Mike Davis  
6210 West Myrtle Avenue  
Glendale, Arizona 85301  
623-930-2841

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.

11. **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.

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

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a five (5)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for an additional two (2) one-year terms. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **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.

15. **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: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Tactical Service Inc., dba Desert Snow,  
an Arizona Corporation

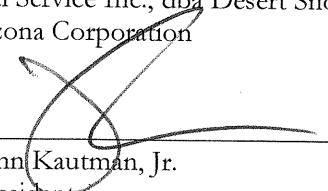
  
\_\_\_\_\_  
By: John Kautman, Jr.  
Its: President

EXHIBIT A

Glendale Youth Sports Complex - Concession Operations & Management

City of Glendale Solicitation No. RFP 16-18

PROJECT

*[See attached]*



**EXHIBIT B**

**Glendale Youth Sports Complex - Concession Operations & Management**

**City of Glendale Solicitation No. RFP 16-18**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

City's compensation for the Project will, at a minimum, be: 27% of gross monthly sales for Year One; 27% of gross monthly sales for Year Two; 30% of gross monthly sales for Year Three; and 33% of gross monthly sales for Years Four and Five. .

**DETAILED PROJECT COMPENSATION**

The authorized representative for the Contractor, Tactical Service Inc., dba Desert Snow, shall submit monthly gross sales receipts to the City's representative reflecting the calculation of the percentage to be paid to the City as set forth in RFP 16-18.

## EXHIBIT C

### Glendale Youth Sports Complex - Concession Operations & Management

#### City of Glendale Solicitation No. RFP 16-18

#### 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.

**EXHIBIT A**



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-18

**DESCRIPTION:** GLENDALE YOUTH SPORTS COMPLEX -  
CONCESSION OPERATIONS & MANAGEMENT

**PUBLISHED DATE:** NOVEMBER 5, 2015

**PROPOSAL DUE DATE AND TIME:** DECEMBER 8, 2015, BEFORE 2:00PM (local time)

**PRE-PROPOSAL SITE INSPECTION:** NOVEMBER 17, 2015 AT 2:00 PM  
The pre-proposal site inspection will be held at the  
GYSC, 6221 N. 91<sup>st</sup> Avenue, Glendale, AZ 85305  
Attendance is not mandatory.

**PROPOSAL SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Crista Clevenger, Contract Analyst**  
(623) 930-2865  
[CClevenger@Glendaleaz.com](mailto:CClevenger@Glendaleaz.com)



**City of Glendale**  
**Solicitation Number: RFP 16-18**  
**GLENDALE YOUTH SPORTS COMPLEX (GYSC) –**  
**CONCESSION OPERATIONS & MANAGEMENT**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

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**City of Glendale**  
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**GLENDALE YOUTH SPORTS COMPLEX (GYSC) –**  
**CONCESSION OPERATIONS & MANAGEMENT**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
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**1.0 OPERATIONS & MANAGEMENT SPECIFICATIONS**

**1.1 INTRODUCTION**

The City of Glendale (“City”) Glendale Youth Sports Complex (GYSC) is a lighted, multi-use sports facility located at 6221 N. 91<sup>st</sup> Avenue, Glendale, Arizona 85305. The GYSC has been serving the community since 2006. This 14-acre site encompasses five (5) multi-use soccer/football fields and is home to several youth sports groups for games and practices throughout the year. The GYSC is also adjacent to the Grand Canal Linear Park and Trail and the Glendale Sports and Entertainment District.

**1.2 PURPOSE**

The City of Glendale is soliciting proposals from an experienced Concessionaire to lease, manage, operate and maintain the existing concession stand at the GYSC located at the address provided above. A concession stand is essential for customer satisfaction along with the many scheduled sports events and activities held at the GYSC. Approximately 2000 players and spectators pass through the complex gates on a weekly basis during the spring season and over 3000 weekly during the fall season.

**SPRING SCHEDULE**

<b>DATES</b>	<b>DAYS</b>	<b>HOURS</b>	<b>ACTIVITIES</b>	<b>ATTENDANCE</b>	<b>FIELDS IN PLAY</b>
JAN.-JUNE	MONDAY-THURSDAY	5PM - 9PM	FOOTBALL & SOCCER PRACTICE	200+ PER NIGHT	2 - 3
JAN.-JUNE	FRIDAY	-	NO ACTIVITIES	-	-
JAN.-JUNE	SATURDAY	8AM-4PM	FOOTBALL GAMES	1000-1500	2 - 3
JAN.-JUNE	SUNDAY	CLOSED	CLOSED	CLOSED	CLOSED

**FALL SCHEDULE**

AUG.-DEC.	MONDAY-THURSDAY	5PM-9PM	FOOTBALL & SOCCER PRACTICE	350+ PER NIGHT	3 - 5
AUG.-DEC.	FRIDAY	5:30 PM–8 PM	OCCASIONAL FOOTBALL	100+	1
AUG.-DEC.	SATURDAY	8AM-6PM	FOOTBALL GAMES	1500-2000	2 - 3
AUG.-DEC.	SUNDAY	CLOSED	CLOSED	CLOSED	CLOSED

**1.3 SCOPE OF SERVICES**

**1.3.1 GYSC Concession Lessee (Concessionaire)**

Operate and maintain the concession in accordance with quality standards, which shall be determined at the sole discretion of the City in conformance with generally accepted professional standards (Exhibit A). Concessionaire shall maintain and make all



**City of Glendale**  
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improvements—structural and nonstructural—during the term of the lease; operate the concession stand in a professional, clean and efficient manner in compliance with all applicable Maricopa County Environmental Health guidelines, as well as the standards of the City; provide adequate, trained staff to manage the operation and serve patrons during programming times; provide courteous and efficient service emphasizing customer satisfaction; complete improvements to the satisfaction of the City and Maricopa County Health Services guidelines; clean all cooking and non-cooking appliances, and the entire interior of the concession stand.

**1.3.2 Pouring Rights – (Food Concession)**

Concessionaire shall have sole and exclusive rights to all concession sales at the GYSC concession. Pricing of concession items shall be in accordance with similar facilities within the Phoenix metropolitan area. The Concessionaire shall have sole authority to establish prices, but shall submit any changes to the City within thirty (30) days of their proposed change. If applicable, an A1 or Gold rating from the Maricopa County Health Department will be required at all times. This shall also include products sold in vending machines.

**1.3.3 Sale of Alcohol and Tobacco Products**

The Concessionaire shall not sell any alcohol or tobacco products and shall be grounds for termination of this lease agreement if not strictly adhered to.

**1.3.4 Credit Cards**

The Concessionaire may accept one or more major credit cards for fees charged. All charges related to the acceptance of such cards shall be borne at the expense of the Concessionaire.

**1.3.5 Hours and Days of Operation**

The available hours of operation for the concession stand are Monday-Friday 4pm-10pm, and Saturday 7am-8pm, Closed Sunday, and shall be open based on a schedule mutually agreed upon by both parties. Changes to the operating schedule can be made only with the prior written notification to the City at least thirty (30) days in advance of any change. The City reserves the right to approve or deny any proposed changes to the operating schedule. The Foothills complex is closed for maintenance from the last Monday in June through July 31<sup>st</sup>. Concessions will not be needed during this timeframe.

**1.3.6 Utilities**

The City guarantees monthly payment of all electric, water, sanitation, and sewer charges, which may or may not be required to operate the concession. The cost of any other utilities (i.e. telephone, cable) are to be at the sole expense of the Concessionaire.

**1.3.7 Site Maintenance**

Daily and routine maintenance and upkeep may include, but is not limited to, roofs, exterior walls, electrical, heating, air conditioning or plumbing. The Concessionaire will be responsible for the repair and maintenance of all appliances and other items related the concession stand.

The Concessionaire shall keep the entire facility clean and properly maintained. The facility is subject to inspection by the City or designee with or without notice.





**City of Glendale**  
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**5850 West Glendale**  
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**Glendale, Arizona 85301**

The Concessionaire shall keep the exterior of the facility, within a 60’ radius, mess free, including, but not limited to, paper, trash, packaging and spills.

The Concessionaire will not make alterations, additions or improvements to the facility without prior written consent by the City. All alterations, additions and improvements shall be deemed to be the property of the City at the termination of the Contract.

**1.3.8 Good Stature**

All offerors must be of good moral character and must not have been convicted of a felony or crime involving moral turpitude in the last ten (10) years. All offerors must agree to submit to background checks as deemed necessary by the City.

Offerors shall fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Glendale, including specific City regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege, and use excise taxes.

Concessionaire shall maintain a one hundred (100%) percent rating with the Maricopa County Health Department. Less than 100% rating defects shall be remedied within fourteen (14) days. All inspection reports will be retained on site.

In addition to license payments required under the Concession License Agreement, transaction privilege taxes, at the rate provided by law, shall be paid by the concessionaire. Questions pertaining to the applicability of taxes should be directed to the City’s Tax & License Division at (623) 930-2210.

**1.3.9 Use Fees**


The Concessionaire will pay to the City “Use Fees” to be determined by this process. Use Fees, in the form of lease and/or a percentage of gross sales is/are to be paid to the City by the Concessionaire on a monthly basis. Payment will be due by the 10<sup>th</sup> day of each month during each year of the lease. Any payment not received within seven (7) business days of the due date will be assessed with a 1.5% per day administration fee. The administration fee assessed shall be included in the monthly payment as the total amount due.

**1.3.9 Cross Marketing**

The Concessionaire shall agree to promote other City activities, facilities and concessions by prominently displaying related brochures, schedules or other such parks and recreation literature. The City will provide to the Concessionaire all necessary material.

**1.3.10 Signs**

The Concessionaire shall not place any permanent signage or advertisement upon any property of the City under any contract or agreement which may result from this proposal without written approval by the City. Notification to the City shall occur within at least sixty (60) days in advance of the sign or advertisement installation and after securing all appropriate and required permits, as applicable. Concessionaire is responsible for all associated costs. Temporary directional signage or event-related banners may be placed on the property as needed.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 16-18</b> <b>GLENDALE YOUTH SPORTS COMPLEX (GYSC) –</b> <b>CONCESSION OPERATIONS &amp; MANAGEMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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**1.3.11 Audit**

The Concessionaire shall furnish the City with an annual audited financial report, as well as a statement of gross revenue. If percentage of gross sales is the determined Use Fee, a monthly sales report shall be submitted with payment detailing the calculation of such Use Fee.

**1.4 SUBMITTAL REQUIREMENTS**

Offeror's should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following information:

**1.4.1 Executive Summary of Understanding**

Describe your understanding to the services requested in this solicitation and how it will meet the needs of the City. Include an introduction to the company and an explanation as to why you are the most qualified to operate and maintain the GYSC concession stand.

**1.4.2 Organization Background and Experience**


This section must contain all pertinent information relating to Concessionaire's organizational background, personnel experience, and other experience that would substantiate its qualifications and capabilities to perform the services required in this solicitation. At a minimum, this section shall contain the following information:

- 1.4.2.1 A list of key personnel to be assigned to the operation and their functions;
- 1.4.2.2 A staffing plan that includes an organizational chart with position titles, number of employees and their relevant responsibilities;
- 1.4.2.3 A description of qualifications of key personnel and their professional backgrounds;
- 1.4.2.4 Complete information on who will manage the GYSC concession stand on a daily basis;
- 1.4.2.5 Documentation that clearly demonstrates the Concessionaire's experience in management and operation of the food and beverage concession;
- 1.4.2.6 Proof of the ability to obtain and maintain insurance coverage as required per this solicitation;
- 1.4.2.7 A copy of the most recent audited financial statement.

**1.4.3 Business Plan & Method of Approach**

This section shall describe the Concessionaire's method of approach and plan for operating the GYSC concession. These plans and approaches should be described in sufficient detail to permit the City to evaluate them fairly in relation to all other proposals and with a minimum of possible misinterpretation. Further, the Concessionaire should describe the effort and skills necessary to operate the concession. This plan shall include, but is not be limited to, the following:

- 1.4.3.1 Plan for operating and maintaining the concession;
- 1.4.3.2 Recruitment, training and supervision programs for staff;
- 1.4.3.3 Plan for adequate staffing levels;

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- 1.4.3.4 Cash and inventory internal control procedures;
- 1.4.3.5 Proposed hours of operation;
- 1.4.3.6 A complete listing of all fees to be charged during the initial term of the contract;
- 1.4.3.7 Marketing and promotion plan.

**1.4.4 Lease Proposal**

The Offeror shall completely fill out the Lease Proposal Sheet (Section 5) relating to its proposed monthly Use Fee. The afore guaranteed Use Fee shall be payable in monthly installments, which the Offeror agrees to pay to the City as consideration for the lease to operate the GYSC concession. The Offeror may also indicate a percentage, if any, of gross revenue that would be paid to the City in addition to, or in lieu of, rent.

**1.4.5 References**

Offeror shall provide three (3) letters of reference from companies or organizations in good standing with whom you have provided similar products/services in the last thirty-six (36) months. Include company name, address, phone number, contact person, length of service and a description of the scope of services provided. References should provide a clear representation of the type of service performed.

**1.5 SAFETY STANDARDS**


**1.5.1 Material Safety Data Records**

The Concessionaire shall provide Material Safety Data Sheets (MSDS) for each chemical or material used in the performance of work, or stored at the facility, as required by applicable law. The disposal and storage of all chemicals shall comply with the regulations of the Environmental Protection Agency (EPA), state and local laws and regulations. Materials used should be selected from the safest, most current and most effective materials available to the landscape industry.

**1.5.2 Incident Reporting**

The Concessionaire shall immediately report all accidents and safety incidents by telephone and/or email to the City Contract Administrator. In addition, the Concessionaire shall report all accidents and safety incidents in writing to the City Contract Administrator within twenty-four (24) hours of constructive knowledge of said accidents or incidents arising out of, or in connection with, operational management of the facility which results in injuries or property damage, giving full details and statements of witnesses.

If death, serious injuries or damages are caused, the same shall be reported immediately by telephone to the City Contract Administrator. The report shall include a complete description of the accident or safety incident, including an explanation of what occurred, the probable cause, the actions taken by all parties and proposed follow-up action to minimize recurrence of the accident or incident. The Concessionaire shall also make its employees available to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.

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**2. SPECIAL INSTRUCTIONS**

**2.1 PRE-PROPOSAL SITE INSPECTION**

2.1.1 A Pre-Proposal Site Inspection will be held on, **November 17, 2015, 2:00 P.M, Local Time, located at the** Attendance is not mandatory. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the site inspection is to give potential offerors an opportunity to become familiar with any conditions which may affect performance and pricing and to prevent any misunderstanding of the City of Glendale’s position. Submission of an offer will be prima facie that the offeror did, in fact, make a site inspection and is aware of all conditions.

2.2 **RETURN OF OFFER** The Offeror shall submit three (3) hardcopies AND shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-18 – ‘Original - Name of Offeror.’” (For example: RFP 16-18 – Original - ABC Company.)

The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package** Instructions section 2.3. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.


The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.3 **PREPARATION OF PROPOSAL PACKAGE** The following items shall be completed and returned including the written narrative responses required in section 1.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET
- 2.3.2 OFFER SHEET, Section 4.0
- 2.3.3 LEASE PROPOSAL SHEET, Section 5.0
- 2.3.4 SUB-LESSEE LIST, Section 6.0
- 2.3.5 ADDENDUM, Return all addenda (if applicable).
- 2.3.6 SUBMISSION REQUIREMENTS, Section 1.4 (written narrative)

2.4 **EVALUATION CRITERIA** The evaluation criteria is weighted in accordance with the Submission Requirements, section 1.4.

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2.4.1	Executive Summary of Understanding	20%
2.4.2	Organizational Background & Experience	20%
2.4.3	Business Plan & Method of Approach	30%
2.4.4	Lease Proposal	20%
2.4.5	References	10%

**2.5 ALTERNATE OFFERS/EXCEPTIONS**

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears on the Notice page. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.7 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

**2.8 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

**2.9 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

**2.10 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

**2.11 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment




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with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 2.11.1 Determine in greater detail such Offeror's qualifications, and
  - 2.11.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.11.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.11.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.12 **BEST AND FINAL OFFERS (BAFO)** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.13 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.14 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The notice will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.15 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.16 **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.17 **COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may

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formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).


- 2.18 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 2.19 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 TERM OF AGREEMENT** The initial term of the agreement shall be for a five (5) year period upon approval by the City Council.

**3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Concessionaire, extend the term of this agreement two (2) additional five (5) year increments based on satisfactory performance. Concessionaire shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Use Fee adjustments will only be reviewed during contract renewal.

**3.3 USE FEE ADJUSTMENTS** The Concessionaire and the City shall discuss Use Fee adjustments a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed change. Any Use Fee change shall only be considered at the time of contract extension. The Use Fee adjustment, if approved, shall be effective and executed via a contract amendment.

**3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:


**3.5.2 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**3.5.3 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**3.5.4 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.



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**Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status** The City, its officers, officials, employees, and volunteers are to be covered as additional insured’s on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

**Primary Coverage** For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.


**Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 3.6 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (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 subcontractors. 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of

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the Indemnitee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.


“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each

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page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed.

The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

**3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


**3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

**3.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing)

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for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



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 Glendale, Arizona 85301

**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Lauren Kautman  
 Authorized Signature

Tactical Service Inc.  
 Company's Legal Name

Lauren Kautman  
 Printed Name Address

2202 W Lone Cactus Dr. Ste 1

Vice President  
 Title

Phoenix, AZ 85027  
 City, State & Zip Code

(623) 810-9465  
 Telephone Number

N/A  
 FAX Number

lauren.kautman@desertsnowshavedice.com  
 Authorized Signature Email Address

12/3/15  
 Date

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

John or Lauren Kautman  
 Contact Name

(623) 810-9465  
 Phone Number

\_\_\_\_\_  
 Fax Number

john.kautman@desertsnowshavedice.com  
 Email Address

FEDERAL TAXPAYER ID NUMBER: 45-442887

Arizona Sales Tax No. 21068199

Tax Rate 6.3%

Offeror certifies it is a: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X

Minority or woman owned business: Yes \_\_\_\_\_ No X



City of Glendale  
Solicitation Number: RFP 16-18  
GLENDALE YOUTH SPORTS COMPLEX (GYSC) –  
CONCESSION OPERATIONS & MANAGEMENT

CITY OF GLENDALE  
Materials Management  
5850 West Glendale  
Avenue, Suite 317  
Glendale, Arizona 85301

## EXHIBIT A

### Essential Functions

- Prepare and serve food according to health department and standard food handling guidelines.
- Operate, clean and maintain equipment for food preparation (popcorn popper, hot dog cooker, microwave oven, soda fountain, etc...) using proper methods.
  - Interact with customers and fellow staff in a professional and customer service oriented manner.
  - Proper cash handling procedures during transactions.
  - Maintain a clean and neat work area.
  - Maintain a professional and clean appearance at all times.
  - Receive and inventory stock as needed.
  - Provide information related to parks and recreation administration, recreation programs and other City services.

### Concession Stand Health Department Help

Meeting and maintaining local health standards for the concession a major part of the day to day procedures. For this reason we have included much of that information as operating guidelines.

The exact requirements for a concession will vary based on the type of food and beverage that is served. It is the responsibility of the concessionaire operator to become familiar with all Maricopa County Health Codes as they relate to concession vending.

If unsure of the guidelines required to operate a concession, please contact <http://www.maricopa.gov/envsvc/>



**ADDENDUM NUMBER ONE**

SOLICITATION: RFP 16-18  
Solicitation Due Date: December 8, 2015 before 2:00 PM

Page 1 of 2

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Ave. Ste. 317  
Glendale, AZ 85301  
Phone: (623) 930-2865

**RFP 16-18**

**GLENDALE YOUTH SPORTS COMPLEX – CONCESSION OPERATIONS & MANAGEMENT**

As a result of the pre-proposal site visit held on November 17, 2015, the following additions and clarifications have been made to Request for Proposals No. 16-18:

**1.3 SCOPE OF SERVICES**

**ADD:**

- 1.3.12 The concessionaire will be responsible for the cleaning and maintenance of all appliances and other items related to the concession stand. Major repairs and/or replacements will be addressed by the City of Glendale ("City). The City shall inspect concession inventory and guarantee all appliances and other items are in working order prior to concessionaire assuming responsibility. The City will remove any unwanted inventory, per the request of the awarded concessionaire, prior to occupancy. (Exhibit A).
- 1.3.13 The equipment left behind shall remain the property of the City once the contract has expired. The contractor shall ensure the building is left in proper working order with all equipment and facilities working properly at the end of the contract.

**CLARIFICATIONS:**

- 1. Question: Which schedule prevails for hours and days of operation, Section 1.2 or Section 1.3.5?  
**Answer: These are reference hours and days only. Section 1.2 is the scheduled events hours and days. Section 1.3.5 is the maximum hours the Park is open.**
- 2. Question: Section 1.3.7 Site Maintenance – states daily & routine maintenance & upkeep may include, but is not limited to roofs, exterior walls, electrical, heating, air conditioning or plumbing. Does this mean that if the A/C goes out, the lessee is responsible for replacement of the HVAC or does it mean that the lessee must replace air filters to maintain the good working order of the HVAC? Also, if a tree falls on the roof is the lessee responsible for repair/replacement of the roof? If the building is damaged in some way at any time during the lease (tagged, windows broken, etc by vandals) then lessee is responsible for repair of that damage?  
**Answer: The lessee shall be responsible for day to day cleanup and repairs for any damage that is determined to be the fault of the lessee. The City shall be responsible for routine maintenance including HVAC.**
- 3. Question: Section 1.3.7 Site Maintenance – Is the lessee responsible for emptying trashcans within 60' of the concession stand into the dumpsters and is the lessee responsible for the full size dumpster fees.  
**Answer: The lessee is not responsible for the dumpster fee and Park staff will empty the trashcans. The lessee is authorized to empty cans before park staff arrival if trash is overflowing and unsightly.**
- 4. Question: Section 1.3.7 Site Maintenance – Is it a common issue for University of Phoenix traffic to fill the trashcans on Sunday games making it necessary for lessee staff to care for facility on Sunday's when the stand is closed?  
**Answer: City park staff is responsible for cleanup after Sunday games.**



**ADDENDUM NUMBER ONE**

SOLICITATION: RFP 16-18 Page 2 of 2  
Solicitation Due Date: December 8, 2015 before 2:00 PM

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Ave. Ste. 317  
Glendale, AZ 85301  
Phone: (623) 930-2865

5. Question: Section 1.3.8 Health Inspection – Is the concession stand currently in good standing?  
**Answer: Yes, the concession stand has been inspected, is up to code, and is in good standing.**
6. Question: Section 1.3.11 & 1.4.2.7 Audited Financials – Is this information public after award of bid and during contract period?  
**Answer: Refer to RFP Section 2.19 PROPRIETARY INFORMATION**

**EXHIBIT A – INVENTORY LIST**

- Multiple compartment food warmer (hotdogs, hamburger patties etc.)
- Up right single door Freezer (17 cubic inch industrial)
- 6 compartment Soda dispenser (for box soda syrup)
- Pretzel warmer
- Nacho cheese warmer/dispenser
- Double coffee machine (two pot machine)
- Pop Corn machine
- Double drawer warmer
- Double door refrigerator (industrial)
- 2 six foot prep tables
- Single toaster oven
- 2 double slot Slush E machines
- Bread rack
- Storage rack
- 2 cash registers
- Ice Machine (outside of concession building)

**The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



**EXHIBIT B**



## BEST AND FINAL OFFER (BAFO)

**SOLICITATION NUMBER:** RFP 16-18

**DESCRIPTION:** GLENDALE YOUTH SPORTS COMPLEX –  
CONCESSION OPERATIONS & MANAGEMENT

**BAFO DUE DATE AND TIME:** December 29, 2015 @ 2:00 PM (Local Time)

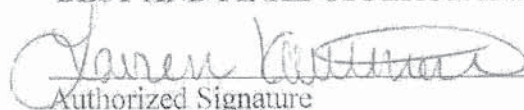
Best and Final Offers must be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via email in a pdf (ADOBE) format. Please label the file as "RFP 16-18 – 'Name of Offeror' – BAFO GYSC – Concession O & M". Please submit your response to: **Crista Clevenger at CClevenger@glendaleaz.com**

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, either at the location indicated or via email. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

The City of Glendale is closed in honor of Christmas Day, Thursday, December 24 after noon and Friday, December 25, 2015.

### BEST AND FINAL OFFEROR INFORMATION:

 Authorized Signature	<u>Tactical Service Inc.</u> Company's Legal Name
<u>Lauren Kautman</u> Printed Name	<u>2202 W Lone Cactus Dr. Suite I</u> Address
<u>Vice President</u> Title	<u>Phoenix, AZ 85027</u> City, State & Zip Code
<u>623.810.3287</u> Telephone Number	 FAX Number
<u>12-21-2015</u> Date	<u>lauren.kautman@desertsnowshavedice.com</u> E-mail Address

December 21, 2015

**BEST AND FINAL OFFER (BAFO)**

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-18 Glendale Youth Sports Complex – Concession Operations and Management**. This is to inform you that we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

**BAFO LEASE PROPOSAL**

Offeror shall enter their **BEST AND FINAL LEASE PROPOSAL** based on all items defined in the Scope of Services. Please complete and return the following.

**5.0 LEASE PROPOSAL/USE FEE SHEET**

**5.1 MONTHLY LEASE PAYMENT (optional)**

Year One: \$ \_\_\_\_\_

Year Two: \$ \_\_\_\_\_

Year Three: \$ \_\_\_\_\_

Year Four: \$ \_\_\_\_\_

Year Five: \$ \_\_\_\_\_

**5.2 MONTHLY PERCENTAGE OF GROSS SALES RECEIPTS (optional)**

**PLEASE PROVIDE ANTICIPATED GROSS ANNUAL REVENUE FOR CALCULATION PURPOSES ONLY \$ 40,000**

Year One: 27 %

Year Two: 27 %

Year Three: 30 %

Year Four: 33 %

Year Five: 33 %

**OFFEROR NAME:** Tactical Service Inc.



## Legislation Description

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**File #: 16-059, Version: 1**

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### **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH WHEELS IN MOTION FOUNDATION FOR OPERATION OF THE RECREATION BUILDING LOCATED AT HEROES REGIONAL PARK**

Staff Contact: Erik Strunk, Director, Community Services

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a two-year service agreement with the Wheels In Motion Foundation (WIM), with an administrative option to extend for three additional, one-year options to provide free after-school and summer programming and events at the Heroes Regional Park recreation building, located in the X-Court facility.

#### **Background**

The Heroes Regional Park is an 86-acre, city-owned parcel that includes two basketball courts, sand volleyball courts, open green space, a large 900 - seat ramada complex, restrooms, connection to the Grand Canal Linear Park and Trail, and a future archery range. The park, located at 6202 N.83<sup>rd</sup> Avenue, also contains a lighted, multi-use, BMX/skateboard facility and a vacant retail building (the "X-Court building") which has been serving the community since it was completed in 2006. Adjacent to the Heroes Regional Park is the Westgate Public Safety facility and residential development.

The vacant X-Court building was previously released to Action Park Alliance in June 2007, which was unable to sustain its fee-based operation due to the downturn in the economy. Since then, two separate requests for proposals (RFPs) have been issued for its continued use (i.e. - the sale of skate board, BMX, and concession sales) as a retail site; however, no responses were received. In 2015, a concept was reviewed and discussed by the Parks and Recreation Advisory Commission to convert the available 1,350 vacant square feet of this facility into a recreation center with after-school and summer programming. Although a free summer and after-school youth program concept would be new to this facility, it is being met with success at the Community Center North, Glendale Community Center, and neighborhood recreation centers at Rose Lane and O'Neil parks.

If approved by Council, the non-profit WIM organization will lease, manage, and operate the vacant X-Court building for free after-school and summer programs that will incorporate BMX freestyle, bike safety, and skateboarding into a unique STEM-based (Science, Technology, Engineering and Math) indoor/outdoor program targeted to children ages 5 - 17.

#### **Analysis**

In the fall of 2015, a "Request for Proposals" (RFP) 16-09 was issued and one non-profit organization, WIM, responded to the request. The proposal was reviewed based on experience in providing similar program

service delivery to local schools, knowledge of the industry (after-school and BMX), and overall references.

One of the primary resources WIM will offer is the implementation of Science, Technology, Engineering and Math (STEM) programming. The recent interest in incorporating STEM programming into a traditional summer and after-school setting provides additional resources for children to learn and engage in STEM core areas. Adding BMX, skate boarding and digital media technology to the program will provide positive and engaging hands-on experiences that will attract a very diverse group of participants. Many of the programs are project-based, where a wide variety of children can participate in short and long-term design, construction, investigation, and communication of STEM based projects and programs

**Community Benefit/Public Involvement**

Offering after-school and STEM programs at Heroes Regional Park expands the City’s effort to provide quality recreational programs at affordable costs or, in most cases, free. Through this agreement, WIM will provide such programming during core programming hours and remain open in the evening hours to provide expanded programming. Additionally, WIM will provide ongoing BMX and skateboard events at the facility to encourage safe facility usage with an emphasis on facility etiquette, proper equipment maintenance, and the importance of helmet and pad safety.

In addition to briefing the Council on this item at the January 5, 2016 workshop, the Parks and Recreation has reviewed this concept a several of its recent meetings. It most recently reviewed and recommended approval of this agreement at its January 25, 2016 meeting.

**Budget and Financial Impacts**

It is estimated that WIFI services at the site will cost approximately \$2,000 for each year of the agreement and will be absorbed by the existing Parks, Recreation and Neighborhood Services operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$2,000</b>	<b>1000-14630-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

## AGREEMENT FOR

### Glendale Heroes Regional Park - After-school, Summer Recreation, Cultural and STEM Programs City of Glendale Solicitation No. RFP 16-09

This Agreement for Glendale Heroes Regional Park - After-school, Summer Recreation, Cultural and STEM Programs ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Wheels In Motion Foundation, an Arizona corporation, Nonprofit 501 c(3), authorized to do business in Arizona (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

#### 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 16-09 (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.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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. In exchange for providing free after-school programs, organizing community events, and working with the City as a community partner to seek grant funding and sponsorships, Contractor shall receive the right to occupy the City-owned facility rent-free and use the City-owned personal property identified in Exhibits A and B of the City's RFP 16-09 without charge. There is no other compensation due to either the Contractor or the City under this Agreement.
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.



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

**5. 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 Goods or Services 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.

**6. 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.

**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 referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

- (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Professional Liability. Contractor must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$2,000,000 for each claim and a \$4,000,000 annual aggregate limit.
- In the event that the professional liability insurance required is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- e. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- 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 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 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, 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.

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 the 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 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.

**8. Immigration Law Compliance.**

- 8.1 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.
- 8.2 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.

- 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 9.1 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 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.
- 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. Notices.**

- 9.1 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.

9.2 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:

Wheels In Motion Foundation  
c/o Michelle Tellez  
14950 West Jomax Road  
Surprise, Arizona 85387

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

City of Glendale  
c/o Mike Gregory  
5959 West Brown Street  
Glendale, Arizona 85302  
623-930-2652

With required copy to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

**10. 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.

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

11.1 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.

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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 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 deemed 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 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 Contractor, extend the term of this Agreement an additional three (3) 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 thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
13. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit B. 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 | 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: Kevin R. Phelps  
Its: City Manager

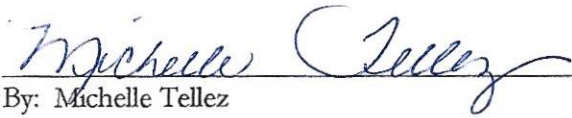
ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Wheels In Motion Foundation,  
Arizona corporation, Nonprofit 501 c(3)

  
\_\_\_\_\_  
By: Michelle Tellez  
Its: Secretary

**EXHIBIT A**

**Glendale Heroes Regional Park - After-school, Summer Recreation, Cultural and STEM Programs**

**City of Glendale Solicitation No. RFP 16-09**

**PROJECT**

**PROJECT**

The Contractor, Wheels In Motion Foundation, will conduct after-school, summer recreation, cultural and STEM programs as well as, operate, manage and maintain the 1,350 sq. ft. X-Court building located at Glendale Heroes Regional Park, 6101 N. 83rd Avenue, Glendale, Arizona 85303. Additional services provided may include, but are not limited to, offering classes and lessons, promoting special events, retail sales, safety rental equipment, and minor equipment repairs. The operations shall also incorporate a bicycle/skate board component and optional concession operations as set forth in Request for Proposals 16-09.



## EXHIBIT B

### Glendale Heroes Regional Park - After-school, Summer Recreation, Cultural and STEM Programs

#### City of Glendale Solicitation No. RFP 16-09

#### 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.

**EXHIBIT A**



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-09

**DESCRIPTION:** Glendale Heroes Regional Park - After-School, Summer Recreation, Cultural & STEM Programs

**PUBLISHED DATE:** October 8, 2015

**OFFER DUE DATE AND TIME:** November 17, 2015 before 2:00 PM local time

**PRE-PROPOSAL MEETING:** October 22, 2015 AT 9:00 AM  
The pre-proposal site visit and opportunity to ask questions will be held at Glendale Heroes Regional Park X-Court Building, 6101 North 83<sup>rd</sup> Avenue, Glendale, AZ 85303. Non-mandatory

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**


For questions regarding this solicitation contact:  
Crista Clevenger, Contract Analyst  
(623) 930-2865  
[CClevenger@glendaleaz.com](mailto:CClevenger@glendaleaz.com)



**City of Glendale**  
**Solicitation Number: RFP 16-09**  
**Glendale Heroes Regional Park - After-school,**  
**Summer Recreation, Cultural & STEM programs**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

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	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 16-09</b>  <b>Glendale Heroes Regional Park - After-school,  Summer Recreation, Cultural &amp; STEM programs</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION**

The City of Glendale (“City”) is soliciting qualified businesses or individuals to conduct after-school, summer recreation, cultural and STEM programs as well as, lease, operate, manage and maintain the 1,350 sq. ft. X-Court building located at Glendale Heroes Regional Park, 6101 N. 83<sup>rd</sup> Avenue, Glendale, Arizona 85303. Additional services provided may include, but are not limited to, offering classes and lessons, promoting special events, retail sales, safety rental equipment, and minor equipment repairs. The operations shall also incorporate a bicycle/skate board component and the concession area.

Please keep in mind the general characteristics of the X-Court and its users when establishing your proposal and programs.

**1.2 GENERAL**

The City of Glendale has a population of approximately 235,000 and is located on the northwest boarder of Phoenix. Glendale is the fifth largest city in Arizona and has been one of the fastest-growing cities in one of the fastest-growing metropolitan areas in the United States over the past three decades.


Located at the Glendale Heroes Regional Park is the ±25,000 sq ft skate/BMX court with a 1,350 sq ft control and concession building which opened to the public in 2007. The regional facility is adjacent to residential neighborhoods, the Glendale Public Safety Building and the Grand Canal Linear Park and Trail. Grand Canal Linear Park is an 80 acre linear park and pedestrian/equestrian staging area that runs along Grand Canal from 75<sup>th</sup> Avenue and Camelback Road to 99<sup>th</sup> Avenue and Bethany Home Road. Close by are four elementary schools, Desert Mirage, Discovery, Sunset Ridge and Coyote Ridge, along with a nine-acre neighborhood park. The Glendale Sports Complex (NHL Arena and NFL stadium) is approximately one mile away. The X-Court, which is designed to accommodate BMX, skateboards and scooter use, is a public facility and shall remain open to the public. The estimated average weekday attendance at the X-Court is 75 and the average weekend attendance is 200+. Additional developed amenities within the park include a 10,000 sq ft splashpad, turf, basketball courts, and a large Ramada complex that has a seating capacity of nearly 900 people.

**1.3 FEES & SUPERVISION**

The Skate Court is not supervised and no entry/membership fees are charged. Fees for admission/membership in the X-Court will not be considered as part of this proposal. Proposals requiring supervision of the Skate Court other than for classes, programs, special events or similar will not be considered.

The free, prime time core after-school, summer recreation, cultural and STEM programs shall be offered at the X-court building. Fees may be charged for additional classes and services offered to cover direct overhead of each program. **All program and event fees are subject to prior approval by the Community Services Department.**

For this proposal, prime time shall be considered 12:00 p.m. to 6:00 p.m. Monday through Saturday during the summer period and 3:00 p.m. to 6:00 p.m. during the school year. The Glendale Elementary School District school calendar shall be recognized as the timetable to determine after-school and summer programming hours.

	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 16-09</b>  <b>Glendale Heroes Regional Park - After-school,  Summer Recreation, Cultural &amp; STEM programs</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**1.4 TENANT RESPONSIBILITIES**

**1.4.1 Operations & Maintenance**

Lessee shall furnish prompt and courteous service; and shall keep the building attractively maintained, orderly, safe, clean, and sanitary inviting condition at all times, and to the reasonable satisfaction of the City. Lessee shall not employ any person on or about the location who shall fail to be courteous, efficient and neat in appearance or who shall use improper, obnoxious or rude language or act in a loud or boisterous or otherwise improper manner.

The lessee is limited solely to the appropriate activities on the property. No nudity or adult entertainment of any sort is permitted at the location. Gambling activities of all sorts are prohibited.

No person shall be denied use of the facilities because of race, sex, age, color, religion, national origin, or political affiliation.

**1.4.2 Pouring Rights – (Food Concession)**

Lessee shall have sole and exclusive rights to all concession sales at the X-Court building concession. Pricing of concession items shall be in accordance with similar facilities within the Phoenix metropolitan area. The Lessee shall have sole authority to establish prices, but shall submit any changes to the City within thirty (30) days of their proposed change. If applicable, an A1 or Gold rating from the Maricopa County Health Department will be required at all times. This shall also include products sold in vending machines.

**1.4.3 Sale of Chewing Gum, Alcohol, and Tobacco Products**

No chewing gum, alcohol or tobacco products shall be sold at the concession and shall be grounds for termination of this lease agreement if not strictly adhered to.

**1.4.4 Hours and Days of Operation**

Heroes Regional Park hours are 6 am to 10 pm daily. The required hours of operation for the X-Court building shall coincide with the Glendale Elementary School District calendar, Monday-Friday 3pm-6pm, with summer hours of 12pm - 6pm. Weekends shall be open based on a schedule mutually agreed upon by both parties. Changes to the operating schedule can be made only with the prior written notification to the City at least thirty (30) days in advance of any change. The City reserves the right to approve or deny any proposed changes to the operating schedule.


After hours for special events may be approved by the City with prior written notification and may include rental fees.

**1.4.5 Utilities**

The City guarantees monthly payment of all electric, water, sanitation, cable (internet service) and sewer charges. The cost of any other utilities (i.e. telephone) to be at the sole expense of the Lessee.

**1.4.6 Concession and Inventory**

**1.4.6.1** The Lessee will be responsible for the cleaning and maintenance of all appliances and other items related the concession stand. Major repairs and/or replacements will be addressed by COG. The City shall inspect concession inventory and guarantee all

	<b>City of Glendale</b> <b>Solicitation Number: RFP 16-09</b> <b>Glendale Heroes Regional Park - After-school,  Summer Recreation, Cultural &amp; STEM programs</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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appliances and other items are in working order prior to Lessee assuming responsibility (Exhibit A).

- 1.4.6.2 The equipment left behind shall remain the property of the City once the contract has expired. The contractor shall ensure the building is left in proper working order with all equipment and facilities working properly at the end of the contract.
- 1.4.6.3 The Lessee shall keep the entire facility clean and properly maintained. The facility is subject to inspection by the City or designee with or without notice.
- 1.4.6.4 The Lessee shall not make alterations, additions or improvements to the facility without prior written consent by the City. All alterations, additions and improvements shall be deemed to be the property of the City at the termination of the Contract.
- 1.4.6.5 Offerors shall fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Glendale, including specific City regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege, and use excise taxes.
- 1.4.6.6 Concession shall maintain a one hundred (100%) percent rating or GOLD rating with the Maricopa County Health Department. Less than 100% rating defects shall be remedied within fourteen (14) days. All inspection reports will be retained on site.
- 1.4.6.7 In addition to license payments required under the Concession License Agreement, transaction privilege taxes, at the rate provided by law, shall be paid by the Lessee. Questions pertaining to the applicability of taxes should be directed to the City’s Tax & License Division at (623) 930-2210.

**1.4.7 Good Stature**

All offerors must be of good moral character and must not have been convicted of a felony or crime involving moral turpitude in the last ten (10) years. All offerors must agree to submit to background checks as deemed necessary by the City.

**1.4.8 Use Fees**

The Lessee will pay to the City “Use Fees” to be determined by this process. Fees may be charged for programs outside of the core programming hours as outlined in the document. The core program hours are considered 3 p.m. to 6 p.m. during the school year and 12 p.m. to 6 p.m. during the school summer break. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.


**1.4.9 Cross Marketing**

The Lessee shall agree to promote other City activities, facilities and concessions by prominently displaying related brochures, schedules or other such parks and recreation literature. The City will provide to the Concessionaire all necessary material.

**1.4.10 Signs**

The Lessee shall not place any permanent signage or advertisement upon any property of the City under any contract or agreement which may result from this proposal without written approval by the City. Notification to the City shall occur within at least sixty (60) days in advance of the sign or advertisement installation and after securing all appropriate and




	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 16-09</b>  <b>Glendale Heroes Regional Park - After-school,  Summer Recreation, Cultural &amp; STEM programs</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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required permits, as applicable. Lessee is responsible for all associated costs. Temporary directional signage or event-related banners may be placed on the property as needed.

**1.4.11 Audit**

If percentage of gross sales is the determined Use Fee, a monthly sales report shall be submitted with payment detailing the calculation of such Use Fee. The Lessee shall also furnish the City with an annual financial report, as well as a statement of gross revenue.

	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 16-09</b>  <b>Glendale Heroes Regional Park - After-school,  Summer Recreation, Cultural &amp; STEM programs</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**2. SPECIAL INSTRUCTIONS**

**2.1 PRE-PROPOSAL FACILITY VISIT**

A pre-proposal site walk-thru and opportunity to ask questions will be held on **October 22, 2015, 9:00 A.M, Local Time**, located at Glendale Heroes Regional Park X-Court Building, 6101 North 83<sup>rd</sup> Avenue, Glendale, AZ 85303

2.1.1 Attendance is not mandatory. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the site visit will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

**2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-09 – ‘Original - Name of Offeror.’” (For example: RFP 16-09 – Original - ABC Company.)**

The proposal responses and copies shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Offer Package** of these Special Instructions. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Offers that do not conform to the above format may be rejected.

**2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:**

- 2.3.1 **COVER SHEET**
- 2.3.2 **OFFER SHEET, Section 4.0**
- 2.3.3 **PRICE SHEET, Section 5.0**
- 2.3.4 **ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 **SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

**2.4 SUBMISSION REQUIREMENTS**

Offeror’s should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror’s, at a minimum must submit the following information:



**City of Glendale**  
**Solicitation Number: RFP 16-09**  
**Glendale Heroes Regional Park - After-school,**  
**Summer Recreation, Cultural & STEM programs**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

**2.4.1 EXECUTIVE SUMMARY.....(25%)**

The purpose of this requirement is to determine your level of experience and qualifications and the appropriateness of the proposed business as it relates to the demographics of the park users.

2.4.1.1 State your total years of experience in providing the services you’re proposing.

2.4.1.2 Include a statement that explains why the proposer is qualified to develop, operate, manage and market the proposed business and why the proposer would be the best selection.

2.4.1.3 Provide details of pertinent experience of principals directly involved in the management, operation, maintenance and improvements to which the proposal relates.

**2.4.2 BUSINESS / OPERATING PLAN/PROGRAM CONCEPT.....(35%)**

Describe in general terms your management and operation plan.

2.4.2.1 Provide any other information you feel will be helpful in evaluating your ability to successfully manage, operate, maintain and improve the facilities at the skate court/building. This may include but is not limited to a marketing plan, maintenance program (routine and seasonal), food and beverage operations and additional services.

2.4.2.2 Appropriateness of the proposed business as it relates to the demographics of the park users and their needs.

2.4.2.3 Include hours of operation and days the building will be open. Include a proposed fee structure for services provided, reasonableness of projected revenues and expenses and a proposed layout and use of the building space (see Appendix A – Building Floor Plan).

**2.4.3 FINANCIAL PLAN.....(15%)**

2.4.3.1 Proposal should contain information of financial responsibility to show that the offeror has the ability to operate and maintain any proposed business at the City’s Facilities. The City reserves the right to require additional financial information from the Offeror or its principals before awarding the lease.

**2.4.4 REFERENCES / PRINCIPALS.....(25%)**

2.4.4.1 Provide the name, address and phone number of a minimum of three (3) agencies/firms with whom you have conducted business transactions during the past three (3) years.

2.4.4.2 Provide details of pertinent experience of persons directly involved in the management, operation, maintenance and improvements to which the proposal relates.

**2.4.5 LITIGATION/CLAIMS/JUDGMENTS**

Please provide case name, case number and jurisdiction information on any type of litigation, judgments, claims or government investigations (previous or pending) involving any principals, participants, financial backers, or legal business entity associated with this proposal.



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- 2.5 **EVALUATION CRITERIA** The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.4.
- |       |                                   |     |
|-------|-----------------------------------|-----|
| 2.5.1 | Executive Summary                 | 25% |
| 2.5.2 | Business / Operating Plan/Concept | 35% |
| 2.5.3 | Financial Plan                    | 15% |
| 2.5.4 | References / Principals           | 25% |
- 2.6 **ALTERNATE OFFERS/EXCEPTIONS**
- Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.7 **SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 2.8 **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears on the notice page. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.9 **EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.10 **PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.11 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to




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any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 2.13.1 Determine in greater detail such Offeror's qualifications, and
  - 2.13.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.13.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.13.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.14 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.15 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.17 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.19 **COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

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**2.20 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

**2.21 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



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**3.0 SPECIAL TERMS AND CONDITIONS**

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be for two (2) years upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
 Coverage shall be at least as broad as:
- 3.5.2 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.3 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3.5.4 Property Insurance:** Property insurance on the building is only required if the Lessee is the sole occupant of the building.
- Coverage on Lessee's contents replacement value \$ \_\_\_\_\_
  - Coverage on building replacement value \$ \_\_\_\_\_
- 3.5.4..1** Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.



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3.5.4.2 If property coverage on the building is required, *"the City of Glendale shall be named as a loss payee."*

3.5.4.3 Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from the Lease. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

3.5.5 **Professional Liability (Errors and Omissions Liability):** Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

In the event that the professional liability insurance required is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

3.5.6 **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status** The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.


**Primary Coverage** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.



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**Verification of Coverage** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences.

DO NOT SEND CERTIFICATES TO RISK MANAGEMENT. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**3.6 INDEMNIFICATION CLAUSE:**

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (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 subcontractors. 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.


**3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

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- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.


If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed.

The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- 3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition

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or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 3.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor’s emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.14 PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

- 3.15 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

- 3.16 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

M. Tellez  
 Authorized Signature

Wheels in Motion Foundation  
 Company's Legal Name

Michelle Tellez  
 Printed Name Address

14950 W. Jomax Rd.  
 Surprise, AZ 85387  
 City, State & Zip Code

Secretary  
 Title

623-570-5263  
 Telephone Number

Wheelsinmotionfoundation@gmail.com  
 Authorized Signature Email Address

11/17/2015  
 Date

FAX Number \_\_\_\_\_

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

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Email Address \_\_\_\_\_

FEDERAL TAXPAYER ID NUMBER: 26-4501619

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation \_\_\_

Minority or woman owned business: Yes \_\_\_ No \_\_\_



**City of Glendale**  
**Solicitation Number: RFP 16-09**  
**Glendale Heroes Regional Park - After-school,**  
**Summer Recreation, Cultural & STEM programs**

**5.0 PRICE SHEET**

Please provide your estimate of expected average annual net operating income to be derived from the approximately 25,000 sq. ft. skate court and the 1,350 sq ft building during your first three operating years. **The format for the table should be:** sources of revenues listed (i.e..... food/beverage, retail sales, lessons, repairs, rentals, classes/clinics, special events, etc...) along the left hand side of the worksheet, with the heading for the next three columns as "estimate year 1", "estimate year 2", and "estimate year 3". Below that use a similar format showing anticipated expenses (i.e. supplies, payroll, insurance, utilities, etc).

In addition, using a format similar to below please include the annual rent you propose to pay the City of Glendale. If the amount is zero (0), then place a "N/A" in each space that is not applicable. **At the bottom of the sheet, please explain an alternative form of compensation, monetary or otherwise.**

The amount of guaranteed annual rent (base rent) – if any:

\$ \_\_\_\_\_ for lease year one  
 \$ \_\_\_\_\_ for lease year two  
 \$ \_\_\_\_\_ for lease year three  
 and/or

**Note: All estimated expenditures and receipts stated in this section or in any of the following sections shall be stated in 2015 dollars.**

**If the proposer chooses not to provide monetary compensation, please use the space below to explain what in-kind or alternative compensation should be considered.**

**Alternative Compensation to the City:**

*Wheels in Motion is seeking an in-kind lease in exchange for services which include providing free after school programs, organize community events, work with the city as a community partner to seek grant funding + sponsorship*

**OFFEROR NAME:** *Michelle Kelley authorized signor on behalf of Wheels in Motion Foundation.*

**5.2 PAYMENT** Payments to the City, if any, shall be determined by this solicitation. *of Wheels in Motion Foundation.*



City of Glendale  
Solicitation Number: RFP 16-09  
Glendale Heroes Regional Park - After-school,  
Summer Recreation, Cultural & STEM programs

CITY OF GLENDALE  
Materials Management  
5850 West Glendale  
Avenue, Suite 317  
Glendale, Arizona 85301

## EXHIBIT A

### Property Inventory

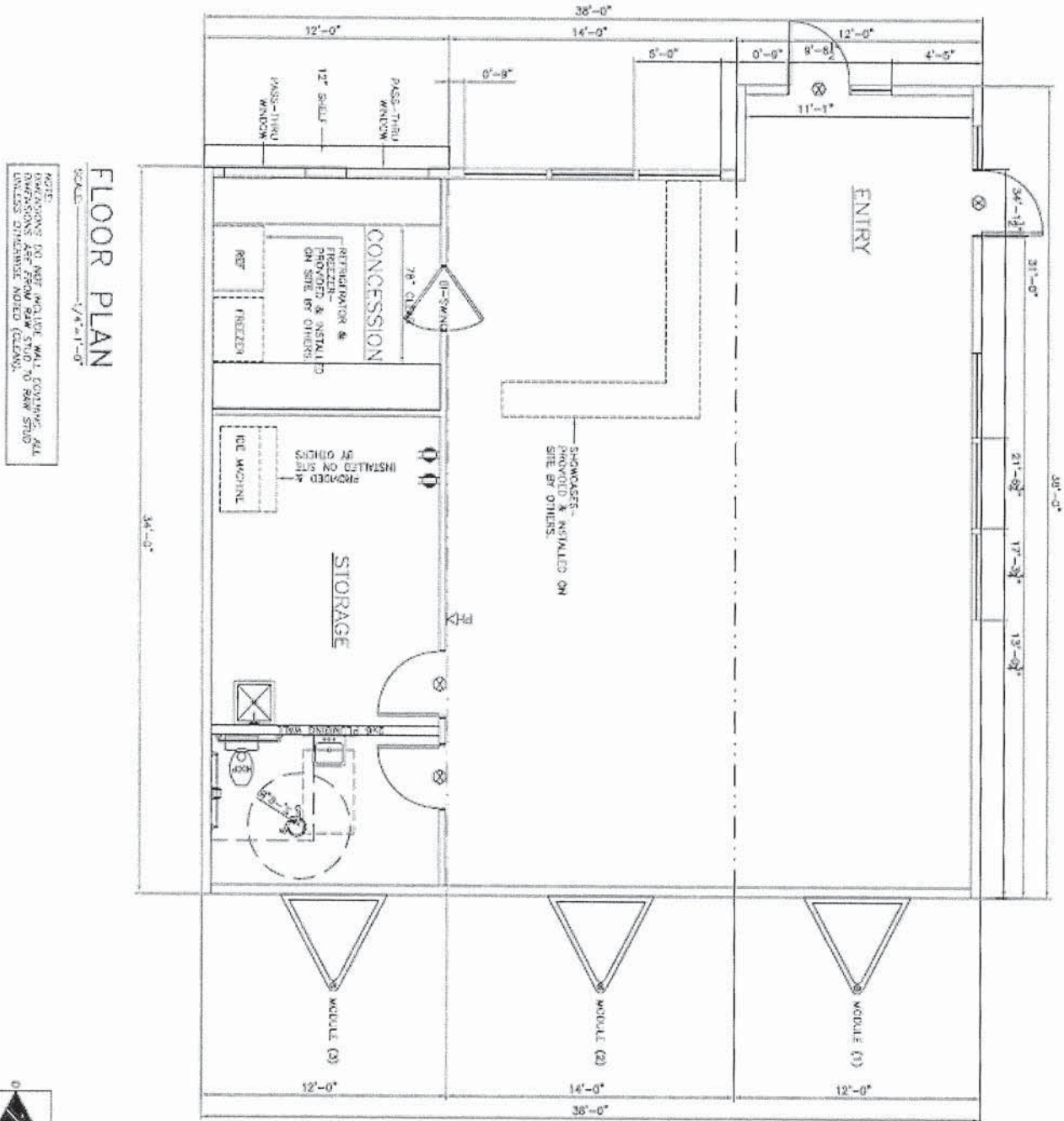
1. 1 each Sliding Service Window
2. 1 each Mop Sink
3. 1 each Water Heater
4. 1 each Double Sink
5. 1 each Three Compartment Sink
6. 2 each Stainless Steel Countertop
7. 1 each Ice Dispenser
8. 1 each Refrigerator/Freezer
9. 4 each Security Cameras
10. 1 each Security Digital Recorder (Monitor)
11. 1 each Alarm System Keypad
12. 4 each Alarm System Sensors
13. 1each Electrical Panels
14. 1 each Transformer
15. 1 each Air Conditioning Unit



City of Glendale  
 Solicitation Number: RFP 16-09  
 Glendale Heroes Regional Park - After-school,  
 Summer Recreation, Cultural & STEM programs

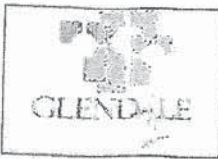
CITY OF GLENDALE  
 Materials Management  
 5850 West Glendale  
 Avenue, Suite 317  
 Glendale, Arizona 85301

**EXHIBIT B**

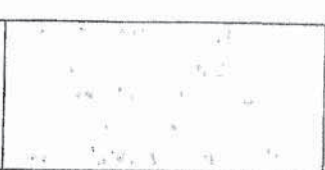


**EXHIBIT B**





**City of Glendale**  
**Solicitation Number: RFP 16-09**  
**Glendale Heroes Regional Park - After-school,**  
**Summer Recreation, Cultural & STEM programs**



**5.0 PRICE SHEET**

Please provide your estimate of expected average annual net operating income to be derived from the approximately 25,000 sq. ft. skate court and the 1,350 sq ft building during your first three operating years. **The format for the table should be:** sources of revenues listed (i.e..... food/beverage, retail sales, lessons, repairs, rentals, classes/clinics, special events, etc...) along the left hand side of the worksheet, with the heading for the next three columns as "estimate year 1", "estimate year 2", and "estimate year 3". Below that use a similar format showing anticipated expenses (i.e. supplies, payroll, insurance, utilities, etc).

In addition, using a format similar to below please include the annual rent you propose to pay the City of Glendale. If the amount is zero (0), then place a "N/A" in each space that is not applicable. **At the bottom of the sheet, please explain an alternative form of compensation, monetary or otherwise.**

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\$ \_\_\_\_\_ for lease year one  
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 \$ \_\_\_\_\_ for lease year three  
 and/or

**Note: All estimated expenditures and receipts stated in this section or in any of the following sections shall be stated in 2015 dollars.**

**If the proposer chooses not to provide monetary compensation, please use the space below to explain what in-kind or alternative compensation should be considered.**

**Alternative Compensation to the City:**

*Wheels in Motion is seeking an in-kind lease in exchange for services which include providing free after school programs, organize community events, work with the city as a community partner to seek grant funding + sponsorship*

**OFFEROR NAME:** *Michelle Kelley authorized signor on behalf of Wheels in Motion Foundation.*

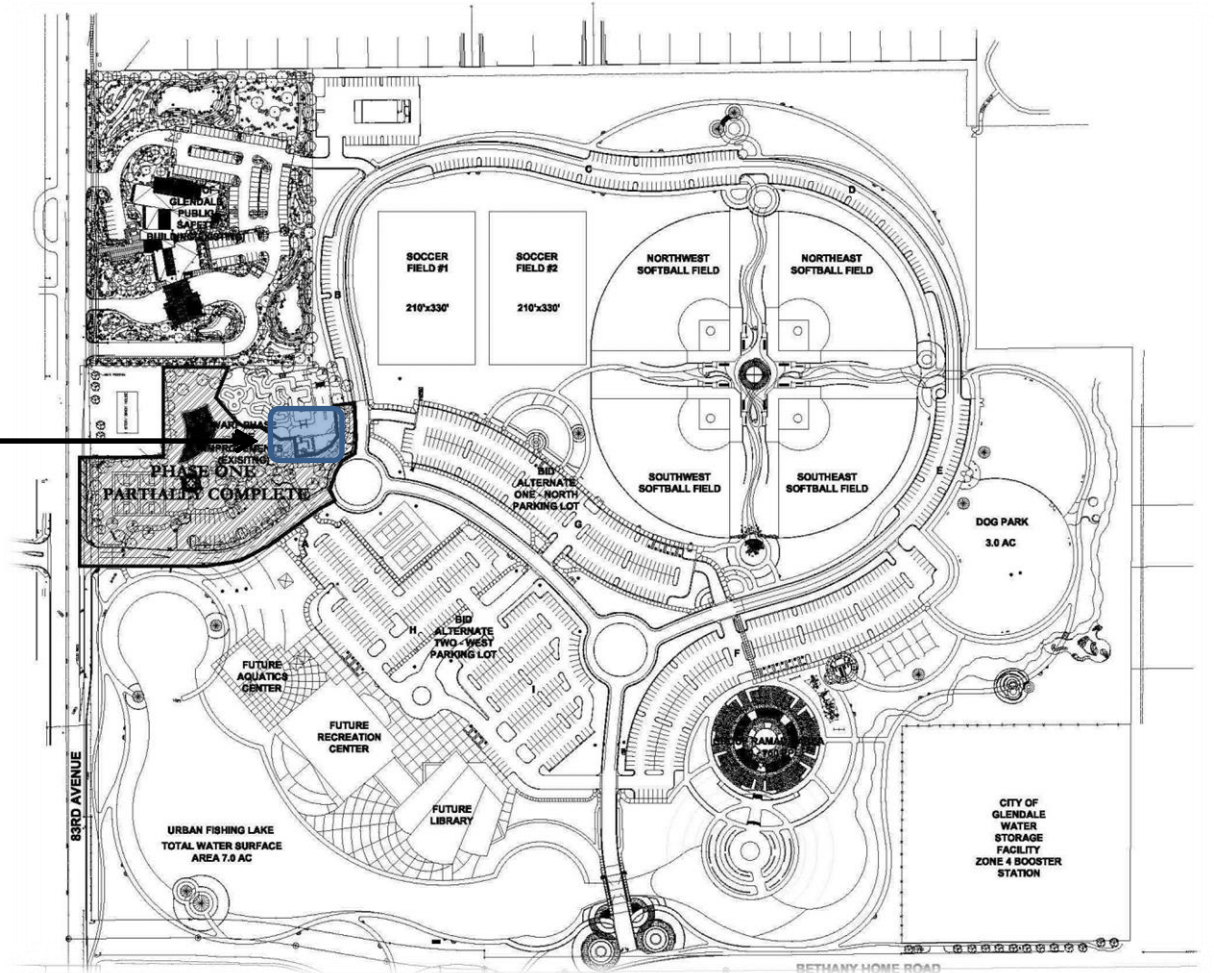
**5.2 PAYMENT** Payments to the City, if any, shall be determined by this solicitation. *Wheels in Motion Foundation.*

# Repurposing of Vacant X-court Building @ Heroes Regional Park

# Proposed Enhancements: X-Court Building @ Heroes Regional Park

## Highlights

- 1,400 sq. ft. building.
- Conversion from retail to new community center.
- Wheels in Motion to operate facility, multi-year contract.





## Legislation Description

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**File #: 15-838, Version: 1**

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**AUTHORIZATION TO ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT WITH TASER INTERNATIONAL, INC. AND EXPENDITURE AUTHORIZATION FOR THE IMPLEMENTATION AND ONGOING EXPENSES OF POLICE VIDEO CAPTURE SYSTEM FOR THE GLENDALE POLICE DEPARTMENT**

Staff Contact: Rick St. John, Assistant Chief of Police

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Master Services and Purchasing Agreement with Taser International, Inc. and approve the expenditure of approximately \$3,299,300.44 over a 5-year period for the implementation and ongoing expenses of police video capture system including body-worn cameras and in-vehicle recorders, video storage, and a digital media management system.

### **Background**

Each year officers of the Glendale Police Department (GPD) make over 166,000 in-person contacts. The videos from the body-worn cameras can be utilized to give both the police and the community a mechanism to discuss particular incidents and what leads each group to view a particular incident differently. This can lead to the formation of a common understanding which will have a positive effect on future interactions. The GPD plans to utilize funds received from the Department of Justice (DOJ) Office of Justice Programs Fiscal Year (FY) 15 Body-Worn Camera Policy and Implementation Program grant to purchase 300 cameras and initiate a body-worn camera (BWC) program. The program will include the development of a policy that encompasses and addresses the privacy concerns of the public, as well as the officers. The program will have identified parameters for video capture, non-capture, redaction, retention, and public access. The police department will utilize information from this program to assess current policy and procedure to ensure what is being done is necessary, and that it is accomplished in the best manner possible.

After receiving the DOJ BWC grant in October 2015, GPD began assessing the options in regards to the best BWC solution. The GPD has developed a draft policy with input from administration, police union, legal advisor, CALEA accreditation manager, patrol staff and technology staff. BWCs will be phased in starting in March 2016 and GPD will have nearly 300 deployed by the end of May 2016. A GPD Records Technician has been assigned to administrate the digital evidence management tasks to ensure the videos are disseminated per policy and state statute, as well as assist the city and county attorneys with access for prosecutions.

### **Analysis**

The initial phase of the BWC project included an assessment of the police department's current digital evidence gathering and management systems. The assessment found that the police department's local data servers that store data from the digital photo management system, as well as the in-vehicle system, are in need of replacement. The system currently utilized for in-vehicle video recording is in need of updating and

repairs, and is out of warranty. The BWC project plan has been designed to address issues in the police department's entire system of digital evidence gathering, retention, and dissemination. The plan incorporates interoperability between in-vehicle cameras, BWCs, and the conducted electronic weapon (CEW) that GPD officers are currently carrying, while allowing for a seamless integration of digital evidence within the same system. While exploring all options for BWCs, it was determined that Taser is the only company that is able to offer an agreement that provides BWCs with an officer safety plan that also covers the maintenance and replacement for the Taser CEW that GPD officers utilize. The selection of the Taser BWC system was based upon review of many systems on the market today, but also the review of the Request for Proposal for BWCs that the Tempe Police Department recently conducted, which resulted in Tempe's purchase of the Taser Axon BWC.

The initial purchase of the hardware and associated system components from Taser is a one-time fee. The ongoing monthly costs cover the following: unlimited cloud data storage for videos, upgrade of the on-body camera every 2.5 years, the digital evidence management system (Evidence.com), and upgrade of the Taser CEW every 5 years. The positive effect on the GPD budget will be seen through a discounted equipment replacement expense, and costs evenly spread over each ensuing year's budget, rather than the budget spiking each time the Taser CEW equipment is due for required replacement. Once the BWCs are deployed and the police department has worked through any issues that arise, the next phase will be to replace the current in-vehicle video systems with a new system, also utilizing Taser. The cost for the replacement of the in-vehicle video system with a Taser based system is substantially less than upgrading the current system. Incorporating a system utilizing Taser BWCs, CEWs, and in-vehicle video system products will allow for the same digital evidence management system (Evidence.com), already being used for downloading information from the Taser CEW.

This purchase has been approved by the Materials Manager as a Sole Source pursuant to Chapter 2, Article V, Section 2-148 of the City of Glendale Municipal code. The Materials Manager has made a written determination that formal purchase procedures would not be likely to result in a lower price to the city or would cause unnecessary expense and delay under the circumstances. The recommended vendor, Taser International Inc., is the only vendor who can supply BWCs and in-vehicle cameras together with a plan which covers the maintenance and replacement of the Taser CEWs already being utilized by GPD. Additionally, Taser's essential interoperability functions allow the BWC to work in conjunction with CEW. Taser International Inc. is the sole supplier of the Taser CEW.

### **Previous Related Council Action**

On October 13, 2015, Council adopted a resolution (Resolution No. 5031 New Series) authorizing the City Manager to accept a FY 2015 grant award on behalf of the Glendale Police Department in the approximate amount of \$449,986 and enter into Cooperative Agreement 2015-DE-BX-K060 with the Department of Justice, Office of Justice Programs, for the Glendale Police Department Body-Worn Camera Project.

### **Community Benefit/Public Involvement**

The police department will utilize Public Information Officers to communicate with the public as the deployment process begins. Because the police operate in the public environment, GPD will partner with

community, legal, and advocacy groups to ensure the results of the program produce information that is meaningful and relevant for enhancing successful case outcomes. Police department personnel, as well as the public, will receive information and training regarding what the system is designed to do and what the system is not capable of doing.

**Budget and Financial Impacts**

The estimated cost of the project over five years is approximately \$ 3,299,300.44 including discounts, taxes, and shipping and handling costs. For FY 15-16 and FY 16-17, funds from the Body Worn Camera Project grant in the amount of \$449,986 will be utilized. A portion of the required matching grant funds will come from Technology Projects in the amount of \$359,100. Funds required for the remaining project expense will be requested from the general fund and will be built into future proposed Police Department budgets that are submitted for Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$449,986</b>	<b>1840-33240-521000, Body Worn Camera Project, Equip Less than \$5000</b>
<b>\$359,100</b>	<b>1000-18500-521000, Technology Projects, Equip Less than \$5000</b>
<b>\$2,490,214.44</b>	<b>1000-12210-521000, General PD - Fiscal Mgmt, Equip Less than \$5000</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**The City of Glendale, Arizona through its Police Department**

CITY Agreement Number:

Date: December 8, 2015

**TASER CONFIDENTIAL AND PROPRIETARY**

This document contains confidential information that is proprietary to TASER International, Inc. and shall not be disclosed to others for any purpose without prior written permission from TASER International, Inc.



## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and The City of Glendale, Arizona through its Police Department, (**Agency**) having its principal place of business at 5850 W. Glendale Avenue, Glendale, Arizona, 85301, is entered into as of January 12, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote #Q-53596-4 (the **Quote**), which is hereby incorporated by reference. It is the intent of the parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the parties agree as follows:

- 1 **Term** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.
  - 1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of your initial Term at the list price then in effect, unless you give us written notice of termination within sixty (60) days prior to the end of a one (1) year period.
  - 1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

## 2 Definitions

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

**"Installation Site"** means the location(s) where the Products are to be installed.

**"Policies"** means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**"Products"** means all TASER equipment, software, cloud based services, Documentation and software





maintenance releases and updates provided by us under this Agreement.

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within your purchase order in response to the Quote will be null and void and shall have no force or effect. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

**"Resolution Time"** means the elapsed time between our acknowledgment of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

**"Services"** means the professional services provided by us pursuant to this Agreement.

**"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.
- 5 **Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties**
  - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.
  - 7.2 **Warranty Limitations.**
    - 7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or



from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.**

**7.2.3 TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory**

**7.3 Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

**7.3.2** Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

**7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

**8 Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**9 Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

**10 Insurance.** We will maintain at our own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance.

**11 Indemnification.** Except to the extent caused by the negligent acts, omissions or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, and employees (each Agency Indemnitee) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and



reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

**12 Your Responsibilities.** You are responsible for (i) your or any of your end users' use of TASER Products (including any activities under your Evidence.com account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any third-party over your use of TASER products or the collection or use of Your Content, (v) any hardware or networks that you connect to the Evidence.com Services, and (vi) any security settings you establish to interact with or on the Evidence.com Services.

**13 Termination.**

**13.1 By Either Party.** Either party may terminate for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

**13.2 By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

**13.3 Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Your Responsibilities Sections, as well as Appendix A Sections on You Own Your Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

**13.4 After Termination.** We will not delete any of Your Content as a result of a termination during the 120 days following termination. During this 120-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 120-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 120-day period. We have no obligation to maintain or provide any of Your Content after the 120-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

**13.5 Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warrant or guarantee data integrity or readability in the external system.



## 14 General.

- 14.1 Confidentiality.** Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either parties Confidential Information. Except as required by applicable law, neither party will disclose either party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.
- 14.2 Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control we have the right to delay or terminate the delivery with reasonable notice to you.
- 14.3 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 14.4 Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.
- 14.5 Independent Contractors.** The parties are independent contractors. Neither party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 14.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 14.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 14.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 14.9 Import and Export Compliance.** In connection with this Agreement, each party will comply



with all applicable import, re- import, export, and re-export control laws and regulations.

**14.10 Assignment.** Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.

**14.11 No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time.

**14.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**14.13 Governing Law; Venue.** The laws of the state of Arizona, govern this Agreement and any dispute of any sort that might arise between the parties. The venue for resolution of any disputes will be Superior Court, County of Maricopa, State of Arizona. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**14.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on your Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.  
ATTN: Legal Department  
17800 N. 85th Street  
Scottsdale, Arizona 85255

AGENCY: City Manager  
City of Glendale  
5850 W. Glendale Ave  
Glendale, AZ 85301

Copy: Glendale City Attorney  
Same address as above

**14.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between you and TASER. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

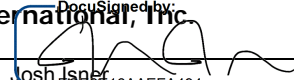
**14.16 Counterparts.** If this Agreement form requires the signatures of the parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

**14.17 E-verify.** Taser complies with A.R.S. §23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.



**14.18 Non-Discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound by the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**  
DocuSigned by:  
Signature:   
Name: Josh Isner  
Title: EVP, Global Sales  
Date: 2/11/2016

Address:  
17800 N. 85th Street Scottsdale, AZ 85255  
Attn: General Counsel  
Email: legal@taser.com

**The City of Glendale, Arizona through its  
Police Department**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
5850 W. Glendale Avenue, Glendale, Arizona, 85301



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## APPENDIX A: Evidence.com Terms of Use

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.**
  - 3.1. **Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You agree to contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic



screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
  - 8.1. In accordance with the Termination provisions of the Master Service Agreement;
  - 8.2. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.
9. **Software Services Warranty.** We warrant that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
10. **IP Rights.** We own and reserve all right, title, and interest in and to the Evidence.com Services and related software and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to any suggestions made to us and we have the right to use any suggestions without restriction.
11. **License Restrictions.** Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the





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Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).



## APPENDIX B: Professional Services

1. **Scope of Services.** The project scope will consist of the Services identified on your Quote.
  - 1.1. The Package for the Axon and Evidence.com related Services are detailed below:

	Acceptance Checklist
<b>System set up and configuration</b> Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included	
<b>Dock installation</b> Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On site Assistance Included	
<b>Dedicated Project Manager</b> Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	
<b>Weekly project planning meetings</b> Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.	
<b>Best practice implementation planning session—1 on-site session to:</b> Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.	
<b>System Admin and troubleshooting training sessions</b> 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
<b>Axon instructor training</b> Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.	
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	
<b>Post go live review session</b>	

- 1.2. The Package for the CEW-related Services are detailed below:



	Acceptance Checklist
<p><b>System set up and configuration</b>            Configure Evidence.com categories &amp; custom roles based on Agency need.            Troubleshoot IT issues with Evidence.com.            Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).            Register users and assign roles in Evidence.com.            One on-site session included.</p>	
<p><b>Dedicated Project Manager</b>            Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>	
<p><b>Best practice implementation planning session to:</b>            Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies.            Discuss importance of entering metadata for organization purposes and other best practice for digital data management.            Provide referrals to other agencies using the TASER CEW products and Evidence.com services.            On-site assistance included</p>	
<p><b>System Admin and troubleshooting training sessions</b>            On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com.</p>	
<p><b>Evidence.com Instructor training</b>            TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.            Training for up to 3 Individuals at the Agency</p>	
<p><b>TASER CEW inspection and device assignment</b>            TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.</p>	
<p><b>Two-day product specific instructor course with recertification</b>            A certified TASER Master Instructor will conduct a two-day single weapon platform Instructor Course and a one-time recertification course 2 years after completion of the initial Instructor Course</p>	
<p><b>TASER CEW inspection and firmware update</b>            TASER's on-site professional services team will perform a one-time TASER CEW inspection to ensure good working condition and perform any necessary firmware updates 3 years after the date of the purchase of the Professional Service.</p>	
<p><b>Post go live review session</b>            On-site assistance included</p>	

1.3. Additional training days may be added on to any service package for additional fees set forth in your Quote.

2. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3. **Delivery of Services.**

3.1. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.



- 3.2. Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 3.3. Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.
- 4. Authorization to Access Computer Systems to Perform Services.** You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.
- 5. Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.
- 6. Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7. Liability for Loss or Corruption of Data.** You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event



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will we be liable for loss of, damage to, or corruption of your data from any cause.



## APPENDIX C: TASER Assurance Plan

TAP has been purchased as part of the Quote attached to the Agreement. TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. You may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
  
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
  
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") for you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.
  - 3.1. Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.
  
- 4 **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes an Evidence.com Ultimate License, TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster of your choice. At any time during the OSP term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time you elect to receive the CEW, you may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and you do not receive your CEW, battery or holster, then we will have no obligation to reimburse you for those items not received. If OSP is terminated before the end of the term and you receive your CEW, battery and/or holster then (a) you will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.
  
- 5 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if you purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the



Effective Date and once again 5 years after the Effective Date if you purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Product is a multibay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final payment.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

#### **5.1. TAP Axon Camera Upgrade Models.**

**5.1.1.** If you purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5.1.2.** If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

**5.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**6. TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

**6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.

**6.2.** TASER will not and has no obligation to provide the free Upgrade Models.

**6.3.** You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.



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- 6.4.** You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
  - 6.5.** If you made two or more TAP payments, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
  - 6.6.** If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
  - 6.7.** If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.





# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax:



## Kent Strege

(623) 930-3055  
(602) 931-2137  
kstrege@glendaleaz.com

## Quotation

**Quote:** Q-53596-4  
**Date:** 2/10/2016 4:23 PM  
**Quote Expiration:** 3/11/2016  
**Contract Start Date\*:** 3/1/2016  
**Contract Term:** 5 years

### Bill To:

Glendale Police Dept. - AZ  
6835 N. 57th Drive  
Glendale, AZ 85301  
US

### Ship To:

Kent Strege  
Glendale Police Dept. - AZ  
6835 N. 57th Drive  
Glendale, AZ 85301  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jules Veloria	602.862.8880	jveloria@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Phase 1 - Due Net 30

40 Body 2 cameras, services to run 3/1/16-2/28/17

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 16,000.00	USD 31,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 15,960.00	USD 0.00	USD 15,960.00
40	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
5	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
180	70112	AXON SIGNAL UNIT	USD 279.00	USD 50,220.00	USD 0.00	USD 50,220.00
40	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
157	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 37,680.00	USD 0.00	USD 37,680.00
<b>Phase 1 - Due Net 30 Tax Amount:</b>						USD 12,491.84
<b>Phase 1 - Due Net 30 Discount:</b>						USD 16,000.00
<b>Phase 1 - Due Net 30 Net Amount Due Including Taxes:</b>						USD 183,121.84

Phase 2 - Due June 2016

260 Body 2 cameras, services to run 6/1/2016-2/28/2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
260	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 103,740.00	USD 0.00	USD 103,740.00
260	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
260	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
260	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
260	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 891.00	USD 231,660.00	USD 104,000.00	USD 127,660.00
157	85047	TASER ASSURANCE PLAN CEW, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
260	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 135.00	USD 35,100.00	USD 0.00	USD 35,100.00
43	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 64,285.00	USD 0.00	USD 64,285.00
43	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 1,505.00	USD 0.00	USD 1,505.00
15	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
260	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 60.00	USD 15,600.00	USD 0.00	USD 15,600.00
<b>Phase 2 - Due June 2016 Tax Amount:</b>						USD 28,096.01
<b>Phase 2 - Due June 2016 Discount:</b>						USD 104,000.00
<b>Phase 2 - Due June 2016 Net Amount Due Including Taxes:</b>						USD 375,986.01

Phase 3 - Due December 2016

Double Fleet camera system, services run 12/31/16-2/28/2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
320	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 127,680.00	USD 92,480.00	USD 35,200.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
320	74025	AXON FLEET MOUNT ASSEMBLY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
320	87032	4 YEAR EXTENDED WARRANTY AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
160	85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT	USD 117.00	USD 18,720.00	USD 0.00	USD 18,720.00
160	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 45.00	USD 7,200.00	USD 0.00	USD 7,200.00
<b>Phase 3 - Due December 2016 Tax Amount:</b>						USD 5,183.04
<b>Phase 3 - Due December 2016 Discount:</b>						USD 92,480.00
<b>Phase 3 - Due December 2016 Net Amount Due Including Taxes:</b>						USD 66,303.04

Year 2 - Due in 2017

Shipment of 457 X2 and accessories, November 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 54,000.00	USD 0.00	USD 54,000.00
5	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
160	85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT	USD 468.00	USD 74,880.00	USD 0.00	USD 74,880.00
160	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 28,800.00	USD 0.00	USD 28,800.00
157	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 37,680.00	USD 0.00	USD 37,680.00
457	22002	HANDLE, BLACK, CLASS III, X2	USD 1,066.00	USD 487,162.00	USD 487,162.00	USD 0.00
300	70116	PPM, SIGNAL	USD 89.99	USD 26,997.00	USD 26,997.00	USD 0.00
157	70116	PPM, SIGNAL	USD 89.99	USD 14,128.43	USD 0.00	USD 14,128.43
270	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 68.15	USD 18,400.50	USD 18,400.50	USD 0.00
141	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 68.15	USD 9,609.15	USD 0.00	USD 9,609.15
30	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 68.15	USD 2,044.50	USD 2,044.50	USD 0.00
16	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 68.15	USD 1,090.40	USD 0.00	USD 1,090.40
300	22014	WARRANTY, 4 YEAR, X2	USD 329.39	USD 98,817.00	USD 98,817.00	USD 0.00
157	22014	WARRANTY, 4 YEAR, X2	USD 329.39	USD 51,714.23	USD 0.00	USD 51,714.23
1,375	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 44,825.00	USD 0.00	USD 44,825.00
<b>Year 2 - Due in 2017 Tax Amount:</b>						USD 51,588.60
<b>Year 2 - Due in 2017 Discount:</b>						USD 633,421.00
<b>Year 2 - Due in 2017 Net Amount Due Including Taxes:</b>						USD 727,055.81

Year 3 - Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 54,000.00	USD 0.00	USD 54,000.00
5	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
160	85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT	USD 468.00	USD 74,880.00	USD 0.00	USD 74,880.00
160	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 28,800.00	USD 0.00	USD 28,800.00
157	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 37,680.00	USD 0.00	USD 37,680.00
1,375	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 44,825.00	USD 0.00	USD 44,825.00
<b>Year 3 - Due in 2018 Tax Amount:</b>						USD 49,614.79
<b>Year 3 - Due in 2018 Net Amount Due Including Taxes:</b>						USD 648,539.79

Year 4 - Due in 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 54,000.00	USD 0.00	USD 54,000.00
5	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
160	85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT	USD 468.00	USD 74,880.00	USD 0.00	USD 74,880.00
160	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 28,800.00	USD 0.00	USD 28,800.00
157	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 37,680.00	USD 0.00	USD 37,680.00
1,375	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 44,825.00	USD 0.00	USD 44,825.00
<b>Year 4 - Due in 2019 Tax Amount:</b>						USD 49,614.79
<b>Year 4 - Due in 2019 Net Amount Due Including Taxes:</b>						USD 648,539.79

Year 5 - Due in 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 54,000.00	USD 0.00	USD 54,000.00
5	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
160	85167	UNLIMITED EVIDENCE.COM FLEET: YEAR 5 PAYMENT	USD 468.00	USD 74,880.00	USD 0.00	USD 74,880.00
160	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 28,800.00	USD 0.00	USD 28,800.00
157	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 37,680.00	USD 0.00	USD 37,680.00
1,375	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 44,825.00	USD 0.00	USD 44,825.00

<b>Year 5 - Due in 2020 Tax Amount:</b>	USD 49,614.79
<b>Year 5 - Due in 2020 Net Amount Due Including Taxes:</b>	USD 648,539.79

<b>Subtotal</b>	USD 3,051,882.21
<b>Estimated Shipping &amp; Handling Cost</b>	USD 1,214.37
<b>Estimated Tax</b>	USD 246,203.86
<b>Grand Total</b>	USD 3,299,300.44

**Officer Safety Plan Includes:**

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

**Axon Pre-order**

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between February 1, 2016 and February 14, 2016. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**Signal Performance Power Magazine (SPPM) Pre-order**

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in June 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.’s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER’s current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER’s current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER’s current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b>	_____	<b>Date:</b>	_____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>PO# (if needed):</b>	_____		

Please sign and email to Jules Veloria at [jveloria@taser.com](mailto:jveloria@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

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## Legislation Description

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**File #: 16-035, Version: 1**

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**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR SECONDARY CLARIFIER GATE REPLACEMENT AT THE WEST AREA WATER RECLAMATION FACILITY**

Staff Contact: Craig Johnson, P.E., 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 with CH2M Hill Engineers, Inc. (CH2M) and approve expenditure of funds in an amount not to exceed \$90,271 for design and construction administration services at the West Area Water Reclamation Facility.

### **Background**

The West Area Water Reclamation Facility (WAWRF) commenced operations in 2000. This facility has a capacity of processing 11.5 Million Gallons per day (MGD) of raw sewage. Currently it treats approximately 5.5 MGD.

Resilience and reliability of all process equipment are essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits while supporting growth in the city. The facility process equipment needs periodic assessments and improvements to maintain effective operation.

This project includes the design and construction administration services required to replace twelve 24-inch secondary clarifier influent gates that have reached the end of their useful life at the WAWRF.

### **Analysis**

CH2M was selected from the pre-qualified Engineering Consultants On-Call List to provide professional services for this project.

This action will authorize the City Manager to enter into a professional services agreement with CH2M and authorize the expenditure of funds. Staff will seek council approval for the construction services at a later time.

### **Community Benefit/Public Involvement**

Proper maintenance and rehabilitation of water reclamation facilities ensures quality of life for residents and businesses in the vicinity of our facilities and maintains a safe working environment for employees. Proper treatment and discharge of plant effluent assures regulatory compliance and public safety.



**Budget and Financial Impacts**

Funds are available in the Water Services FY 2015-16 Capital Improvement Plan budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$90,271</b>	<b>2360-60008-551200, WAWRF Phase IV</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**PROFESSIONAL SERVICES AGREEMENT**  
 West Area Water Reclamation Facility - Gate Replacement Project  
 Design and Construction Administration

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and CH2M Hill Engineers, Inc., a Delaware corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("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**

The parties hereby 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.

Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

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.

### 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 \$90,271 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.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 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.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

## 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. 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 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.

## 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:

Mr. Doug Berschauer, P.E.  
CH2M Hill Engineers, Inc.  
1501 W Fountainhead Parkway #401  
Tempe, Arizona 85282



- 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 Michael Johnson  
Engineering Department  
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.

**11. 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.

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

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one year period. There are no automatic renewals of this Agreement.

14. **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.

15. **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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

CH2M Hill Engineers, Inc.,  
a Delaware corporation

*Tom McLean*

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By: ~~Ron Williams~~ TOM McLEAN  
Its: Vice President

**EXHIBIT A**  
**Professional Services Agreement**

PROJECT

West Area Water Reclamation Facility Secondary Clarifier Gate Replacement Project

The City of Glendale (City) has selected CH2M HILL to design and provide construction administration services based on the recent evaluation of the replacement of the existing gates on the upstream end of the secondary clarifiers at the City's West Area Water Reclamation Facility (WWRF). The work will include design, services during bidding, and services during construction.

CH2M HILL will work with the City and its WWRF staff in a spirit of cooperation and collaboration throughout this project. It will be important to have clear communication between the City's staff and the CH2M HILL Project team. To facilitate this communication, a design review meeting will be conducted at the 30% design milestone.

## EXHIBIT B

### SCOPE OF WORK

#### **West Area Water Reclamation Facility Secondary Clarifier Gate Replacement Project**

##### **Task 1 – Project Management**

*Goal:* Meet or exceed the expectations of the City through execution of the project execution plan and maintaining a high level of proactive communication through the entire project.

*Approach:* Prepare a Project Work Plan (PWP) for the project and distribute to the City and CH2M HILL project team members and personnel. The PWP will include the project purpose and objectives, scope of work, project delivery schedule, deliverables, budget, organizational chart, communication plan, change management plan and document management plan. In addition, the plan will include a project Health and Safety Plan.

Prepare and distribute monthly progress reports to the City throughout the course of the project. The progress reports will summarize the work has been completed during the preceding month and work that will be completed during the upcoming month. These reports will be delivered as part of the monthly progress payment request.

*Assumptions:* City will identify any elements of their Health and Safety Plan at the WWRF that are more stringent than the plan contained in the PWP that will need to be implemented as part of this project. However, CH2M shall not be responsible for the Health and Safety of other entity(ies) other any other persons at the site except CH2M's own personnel. A senior project manager will be assigned to the project to provide continuity from the evaluation phase of the project. Day to day management of the team along with progress reports and invoices will be prepared by the design manager. The design manager will also act on behalf of the senior project manager in case the senior project manager is not available.

*Deliverables:* Project Work Plan (one PDF via email), Monthly Progress Reports (electronic copy via email)

##### **Task 2 – Review Meeting and Quality Management**

*Goal:* Conduct both a review meeting which will allow the City WWRF staff to review the preliminary design and provide quality management throughout the design phase of the project.

*Approach:* This task will include a number of key activities:

- 30 Percent Design Review Meeting
- Quality Management

The review meeting will include staff from the WWRF operations team, the City, and CH2M HILL so that the integrated team has the opportunity to review and freeze the design elements prior to progressing towards final design.

As part of this task, a Quality Management Plan will be prepared and executed. This plan will include identification of senior discipline leads that will review the design and key milestones and prior to release of any documents to the City.

*Assumptions:* Design review meeting will be held at the WWRf and will include key WWRf staff, City Project Manager and CH2M HILL's project and design managers; City will handle the logistics for the meeting and CH2M HILL will provide the handouts and any visual aids necessary for the meeting;

*Deliverables:* Design Review Meeting Agenda and Minutes; Agenda, and Minutes will be distributed electronically via email. Quality Management Plan (internal document).

### **Task 3 - Gate Replacement Preliminary Design**

*Goal:* Provide preliminary design that has sufficient detail to allow the design concepts to be frozen.

*Approach:* Based on the previous work, CH2M HILL will prepare the preliminary design (30%) for the gate replacement along with the cover replacement for one of the clarifiers. This preliminary design will have sufficient detail to allow the WRF/City Staff to understand the design concepts so that the design may be frozen after the design review meeting.

For this design it is assumed that there will be the following required sheets:

1. Cover sheet
2. General Mechanical Notes/Symbols
3. General Structural Notes
4. Mechanical Details
5. Structural Details
6. Mechanical Plan
7. Structural Plan

At this level of design, an outline of the technical specifications will be issued.

*Assumptions:* The covers will be included in the design as an alternate bid item.

*Deliverables:* Preliminary (30%) Design (electronic copy sent via email)

### **Task 4 - Gate Replacement Final Design**

*Goal:* Provide a final design to the City that can be used for review purposes.

*Approach:* Based on the preliminary design prepared under the previous task, CH2M will prepare a final design that incorporates comments and input from the City including the Design Review Meeting (Task 2).

In addition to the plans, necessary technical specifications will be provided.

The design will include both the six gate replacements and new covers on one of the clarifiers. The covers will be identified in the design as an alternate bid item.

*Assumptions:* City will provide all front end documents of the specifications. Design will be prepared in AutoCAD using standard Glendale sheet formatting. City will submit plans and pay for any fees associated with permits required for this project.

*Deliverables:* Final design documents consisting of plans and specifications (1 hard copy and 1 electronic, PDF, copy)

#### **Task 5 – Construction Documents**

*Goal:* Provide the City with final construction documents that can be used for bidding and construction purposes.

*Approach:* Final contract documents will be prepared based on any comments received from the City on the final design prepared under Task 4.

CH2M will provide the City with a camera ready set of documents (plans and specifications).

Due to the size of the project, a cost estimate will not be provided beyond the vendor's quote for the gates and covers.

*Assumptions:* There will be no outside agency review of the construction documents. Any review completed by the City will be completed under Task 4.

*Deliverables:* 1 camera ready copy of the construction documents and an electronic version (PDF) provided on a CD.

#### **Task 6 – Services during Bidding**

*Goal:* Provide assistance to the City during the bidding process.

*Approach:* City will handle the distribution of plan sets to perspective bidders and maintain the log of bidders. City will open the bids and prepare a bid tabulation.

CH2M will provide the following during bidding:

- Answer questions from the City (City will field all calls and questions from perspective bidders)
- Issue addenda, if required, to clarify the bid documents
- Review and comment on the bid tabulation and provide feedback to the City

*Assumptions:* City will responsible for all reproduction, distribution and tracking of bid documents.

*Deliverables:* Addenda, if required (electronic copy, sent via email to the City); Comments to the City (provided via email)

#### **Task 7 – Services during Construction**

*Goal:* Provide assistance to the City during construction.

*Approach:* Consultant will provide the following services during construction:

- Review of technical submittals and RFI's (City will review non-technical submittals and RFI's, i.e. schedules, request for payment)
- Up to six site visits by a member of the Consultant team
- Answer questions from the City/Contractor and provide coordination during construction
- Participate in substantial completion site visit (one member from Consultant team)

Site visits will include a written site visit summary. These summaries will be provided to the City within one week of the site visit. The summary of the substantial completion site visit will include punch list items that need to be addressed by the contractor.

*Assumptions:* Construction management and construction inspection is not included in Consultant's scope of work. Consultant is not responsible for the health and safety, or means, methods, techniques, sequences, and procedures of any entity other than its own employees. An allocation of 100 hours has been made for services during construction. It is understood that it is only an estimate at this point in time and additional hours may be required from the contingency amount.

*Deliverables:* Response to Submittals and RFI's; Six site visits with site visit summary

### **Task 8 – Post Construction Services**

*Goal:* Provide assistance to the City after construction.

*Approach:* Consultant will provide the following services post construction:

- Develop "as-built" drawings from the contractor's record drawings (no field verification is included)
- Final inspection visit
- Project close-out activities

*Assumptions:* Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the As-Built drawings.

*Deliverables:* As-Built Drawings; Final inspection memo; project records requested by City for project close-out



**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

CH2M HILL will be ready to begin work immediately upon receipt of the Notice to Proceed (NTP). The final design defined in Task 4 will be delivered to the CITY within 60 calendar days from NTP. Construction documents will be delivered 3 weeks from final comments from the City including any permit related items. Construction schedule assumes that work is completed during 2016.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be hourly rates plus allowance reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to CH2M Hill Engineers, for the completion of all work required by the project during the entire term of the project must not exceed \$90,271.00

**DETAILED PROJECT COMPENSATION**

<b>GLENDALE WEST WATER RECLAMATION FACILITY GATE REPLACEMENT DESIGN &amp; CONSTRUCTION ADMINISTRATION FEE SCHEDULE</b>		
TASKS		COST
TASK 1	Project Management	\$ 9,060.00
TASK 2	Design Review Meeting and Quality Management	\$ 4,224.00
TASK 3	Gate Replacement Preliminary Design	\$ 18,848.00
TASK 4	Gate Replacement Final Design	\$ 15,372.00
TASK 5	Construction Documents	\$ 16,012.00
TASK 6	Services during Bidding	\$ 4,632.00
TASK 7	Services during Construction	\$ 13,568.00
TASK 8	Post Construction Services	\$ 2,980.00
Owner's Contingency		\$ 5,000.00
Direct Expenses		\$ 575.00
<b>TOTAL COMPENSATION:</b>		<b>\$ 90,271.00</b>

**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.



## Legislation Description

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**File #: 16-038, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC FOR CONSTRUCTION OF NEW ISOLATION AND DRAIN VALVES ON THE ARROWHEAD EFFLUENT REUSE DISTRIBUTION SYSTEM**

Staff Contact: Craig Johnson, P.E., Director, Water Services

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Achen-Gardner Construction, LLC (Achen-Gardner) in an amount not to exceed \$465,425.65 for construction of new 36-inch isolation valve and a 6-inch bypass/drain valve on the Arrowhead Effluent Reuse Distribution System (AERDS) pipeline. This cooperative purchase is available through an agreement between the City of Peoria and Achen-Gardner, contract ACON23214A, and is effective through May 31, 2016.

**Background**

The Arrowhead Ranch Water Reclamation Facility (ARWRF) commenced operations in the mid 1980's. This facility has a capacity of processing 4.0 Million Gallons per Day (MGD) of raw sewage. Currently it treats approximately 3.0 MGD and it is not anticipated to need an expansion to support future flows.

The AERDS pipeline conveys reclaimed water from the ARWRF to various irrigation facilities and lakes within the Arrowhead Ranch development. This project will construct a new 36-inch isolation valve and a 6-inch bypass/drain valve on the AERDS pipeline with new precast concrete vault. These new facilities will increase maintenance efficiency by allowing the AERDS pipeline to be isolated for maintenance activities and will allow reclaimed water to be more efficiently directed to the city's Oasis Recharge Facility.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On May 22, 2014, the City of Peoria, Arizona entered into an agreement for Wet Utility Pipeline Projects. Contract ACON23214A permits its cooperative use by other governmental agencies. The City of Glendale's Materials Management and the City's Attorney's office have reviewed and approved the utilization of the agreement from the City of Peoria for the defined services, and concur the cooperative purchase is in the best

interest of the City.

This action will authorize the City Manager to enter into a linking agreement with Achen-Gardner for services and approve expenditure of funds for an amount not to exceed \$465,425.65 over the term of the agreement.

**Community Benefit/Public Involvement**

Maintaining a safe, reliable, and resilient facility ensures compliance with water resources goals and regulatory limits, and enhances public safety and preserves quality of life for Glendale residents.

**Budget and Financial Impacts**

Funding is available in the Water Services Capital Improvement Plan FY2015-16 budget for \$365,425.65. In addition, this action authorizes the transfer and use of the Water Services Contingency Budget in the amount of \$100,000.00.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$465,425.65</b>	<b>2360-60007-550800, Arrowhead Ranch WRF Improvements</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Water Services Contingency Fund

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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Achen-Gardner Construction, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

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**RECITALS**

- A. On June 1, 2014, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract, Contract No. P14-0062B Wet Utility Pipeline Projects, ACON 23214 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

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**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 22, 2014, until the date the contract expires on May 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2017. The initial period of this Agreement, therefore, is the period from the

Effective Date of this Agreement until May 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for one additional one-year period until the Cooperative Purchasing Agreement expires on May 31, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred sixty-five, four hundred twenty-five and sixty-five cents dollars (\$465,425.65) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.



8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Engineering Department  
5850 W. Glendale Avenue, Suite 315  
Glendale, Arizona 8530  
623-930-3630

and

Achen - Gardner Construction, LLC  
c/o Dan Broderick, Senior Manager  
550 South 79<sup>th</sup> Street  
Chandler, Arizona 85226

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

"City"

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

"Contractor"

Achen - Gardner Construction, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_

Name: John Walstrom  
Title: President

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN-GARDNER CONSTRUCTION, LLC**

**EXHIBIT A  
ACON23214A JOC FOR WET UTILITY PIPELINE PROJECTS**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

**EXHIBIT B  
Award and Rate Sheet**

1

2

3

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5

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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

The Arrowhead Effluent Reuse Distribution System pipeline (AERDS) conveys reclaimed water from the City's Arrowhead Ranch Wastewater Reclamation Facility to various irrigation facilities and lakes within the Arrowhead Ranch development. The project will construct a new 36-inch isolation valve and a 6-inch bypass/drain valve on the AERDS pipeline within a new precast concrete vault. These new facilities will increase maintenance efficiency by allowing the AERDS pipeline to be isolated for maintenance activities and will allow reclaimed water to be more efficiently directed to the city's Oasis Recharge Facility.

INTEGRITY  
COURAGE  
RESPECT  
ACCOUNTABILITY

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

**EXHIBIT D**

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$465,425.65 for the entire term of the Agreement.

INTEGRITY  
COURAGE  
RESPECT  
ACCOUNTABILITY

City of Glendale  
September 22, 2015

LINKING AGREEMENT  
BETWEEN  
CITY OF  
GLENDALE  
AND  
ACHEN - GARDNER



# CONTRACT AMENDMENT

Solicitation No. P14-0062B Page 1 of 1

Description: JOC for Wet Utility Pipeline Projects


Amendment No. One (1) Date: April 1, 2015

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85346  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Llaa Houg, CPPB

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on May 31, 2015. The contract is being extended and the new contract term is: June 1, 2015 to May 31, 2016.

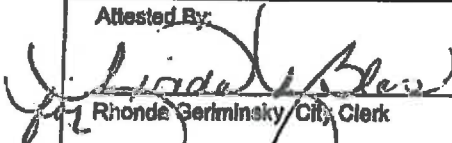
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

**Kevin J. Nunez / Vice President**

	<u>4/1/15</u>	<u>Daniel J. Spitz, Vice President</u>	<u>Achen-Gardner Construction</u>
Signature	Date	Typed Name and Title	Company Name

<u>550 South 79<sup>th</sup> Street</u>	<u>Chandler</u>	<u>AZ</u>	<u>85226</u>
Address	City	State	Zip Code

Attested By:

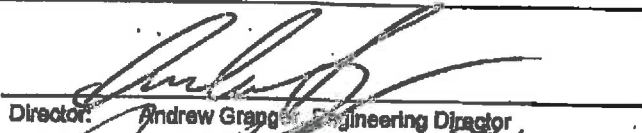
  
Rhonda Germinsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON23214A  
Contract Number

  
Director: Andrew Granger, Engineering Director

Department Rep: Joe Kurus, Engineering Supervisor

Approved as to Form:  
  
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:  
April 14, 2015, at Peoria, Arizona

  
Dan Zenko, Materials Manager

SCANNED

ACON23214A



## City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P14-0062B

Description of Work: JOC for Wet Utility Pipeline Projects

Location: City of Peoria, Materials Management  
 Mailing Address: 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl., Peoria, AZ 85345  
 Contact: Lisa Houg, CPPB  
 Phone: (623) 773-7115

**OFFER**

Contractor's License Number:  
ROC 261745 A, ROC 261746 B-1, ROC 261747 B-04

Achen-Gardner Construction, LLC  
 Job Order Contractor Name

Authorized Signature for Offer

550 South 79<sup>th</sup> Street  
 Address

Daniel J. Spitza, P.E.  
 Printed Name

Chandler AZ 85226  
 City State Zip Code

Daniel J. Spitza / Vice President  
 Title

480-403-9432 480-940-4576  
 Telephone Fax

dspitza@achen.com  
 E-mail

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is hereby accepted. This Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Accepted by:   
 Rhonda Geriminsky, City Clerk

City of Peoria, Arizona  
 Eff. Date: May 23, 2014

Approved as to form:

Approved as to form:  
 Stephen M. Kamel, City Attorney



ACON 23214  
 Contract Number

Awarded on May 23, 2014

City Seal  
 Copyright 2003 City of Peoria, Arizona

Official File

Dan Zenko, Materials Manager

ACON 23214

**JOB ORDER CONTRACT**



**P14-0062**

**Wet Utility Pipeline Projects**

**CONTRACT FOR CONSTRUCTION**



**JOB ORDER CONTRACT AGREEMENT  
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<b>ARTICLE 15</b>	<b>WARRANTY OF CONSTRUCTION</b>
<b>ARTICLE 16</b>	<b>STANDARD TERMS AND CONDITIONS</b>

**ATTACHMENTS**

<b>Attachment A</b>	<b>JOC General Scope of Services</b>
<b>Attachment B</b>	<b>SIQ &amp; Contractor's Response</b>
<b>Attachment C</b>	<b>JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)</b>
<b>Attachment D</b>	<b>Contractor's Contacts &amp; Authorized Signature Form</b>

## JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of June, 2014  
by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Achen-  
Gardner Construction (the "Job Order Contractor"). The parties agree as follows:

### 1. DEFINITIONS.

1.1. **Owner.** Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. **Job Order Contractor.** Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. **Contract.** Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. **Subcontract.** Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. **Job Order.** Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. **Work.** Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A" (JOC General Scope of Services), Attachment "B" (SIQ & Contractor's Response), Attachment "C" (JOC Cost Proposal Forms), and in Attachment "D" (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. **Punch List Preparation.** A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. **Reference Standards**

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

## 2. CONTRACT TERM

2.1. **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order; it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. **Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

## 3. PERFORMANCE OF THE WORK

3.1. **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"* (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;

- 3.1.6. The agreed total price for the Work to be performed;
  - 3.1.7. Submittal requirements;
  - 3.1.8. Owner's authorized representative who will accept the completed Work;
  - 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;
- and
- 3.1.10. Such other information as may be necessary to perform the Work.

**3.2. Job Order Contractor Duties and Obligations.**

**3.2.1. Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

**3.2.2. Outdoor Construction Restrictions.** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.2.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.2.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.2.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

**3.2.3. Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.3.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

**3.2.4. Construction Layout.** Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools,

materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

**3.2.5. Survey Control Points.** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

**3.2.6. Traffic Regulations.** All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

**3.2.6.1.** The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

**3.2.6.2.** All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

**3.2.6.3.** The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

**3.2.6.4.** All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

**3.2.6.5.** The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.

**3.2.6.6.** The Police Department shall determine if construction activities or traffic hazards at the construction project require the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, if the Police Department determines that flagmen are sufficient, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or [offduty@peoriaaz.gov](mailto:offduty@peoriaaz.gov).

3.2.6.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.6.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.6.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.6.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.6.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.6.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.6.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.7. **Operations & Storage.** Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.8. **Cleaning Up & Refuse Disposal.** Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.8.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.8.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.8.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.8.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.9. Existing Improvements and Utilities. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.10. Safety. Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.10.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.10.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.10.3. Emergency Procedures. Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.10.4. Accident Notification. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.10.5. Jobsite Safety Documents. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.10.6. Job Order Contractor's Safety Program. Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.10.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.10.8. **Emergency Medical Treatment.** Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.10.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.10.10. **First Aid Kit.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.10.11. **Fire Extinguisher.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.11. **Dissemination of Contract Information.** Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.12. **Shop Drawings.** Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.13. **Jobsite Drawings and Specifications.** Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

### 3.3. **Owner Rights and Obligations.**

#### 3.3.1. **Suspension of Work.**

3.3.1.1. **Owner's Written Order.** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. **Job Order Contractor Costs.** A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. **Owner's Right to Possession.** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. **Owner's Possession or Use.** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.



3.3.3. **Other Contracts.** Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. **Job Order Amendment.** Job Orders may be amended by Owner in the same manner as they are issued.

3.5. **Job Order Value.** The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.32.1.

#### 4. **JOB ORDER DOCUMENTS**

4.1. **Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

4.2. **Shop Drawings.** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. **Shop Drawing Coordination.** Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

4.4. **Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. **Shop Drawing Omissions.** Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. **Owner Furnished Drawings.** Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. **Shop Drawing Submittal.** Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. **Use of Job Order Documents.** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

## 5. MATERIAL AND WORKMANSHIP

5.1. **Suitability of Material and Equipment.** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. **Owner Approval.** Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. **Testing of Materials.** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. **Workmanship.** All work under the Contract shall be performed in a skillful and workmanlike manner.

## 6. SITE CONDITIONS

6.1. Site Investigation. Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- 6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 6.1.2. The availability of labor, water, electric power, and roads;
- 6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- 6.1.4. The visible conformation and conditions of the ground; and
- 6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. Surface and Subsurface Investigation. Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. Differing Site Conditions. Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. Owner Investigation. Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. Written Notice of Differing Site Conditions. No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. Payment Adjustment. No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## 7. JOB ORDER SCHEDULES

7.1. Construction Schedule. If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. **Failure to Submit Schedule.** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14.

7.3. **Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. **Emergency Work.** Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with § 10.

## 8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. **Job Order Contractor Inspection System.** Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. **Owner Inspections and Tests.** Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. **Failures to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor;  
or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. **Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. **Owner Acceptance.** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## 9. **INVOICING AND PAYMENT**

9.1. **Compensation.** As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. **Invoices.** Job Order Contractor shall submit invoices to the following address:

City of Peoria  
8401 W. Monroe St  
Peoria, AZ 85345

9.3. **Job Order Cost Proposal Structure.** For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (*Attachment C*) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/subconsultants shall not exceed 5 percent.

9.4. **Progress Payments.** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. **Retention.** Not applicable.

9.6. **Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. **Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.**

9.7. **Approval and Certification.** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. **Unpaid Amounts.** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

## 10. **CHANGES**

10.1. **Owner Changes.** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. **Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. **Contract Adjustments.** Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. **Modification of the Job Order.** If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. **Job Order Contractor Proposal.** Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

10.6. **Final Payment Limitation.** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. **Job Order Contractor Extension Justification.** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. **Job Order Contractor Price Breakdown Structure.** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

## 11. INSURANCE & BONDS

11.1. **Job Order Contractor Insurance.** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. **EMPLOYER'S LIABILITY INSURANCE** with limits of liability not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee for Disease; and \$1,000,000 Policy Limit for Disease.

11.1.3. **COMMERCIAL GENERAL LIABILITY INSURANCE** including Products/Completed Operations and Contractual Liability with limits of liability not less than: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

11.1.4. **AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and \$1,000,000 Each Occurrence for Property Damage.

11.2. **Owner as Additional Insured.** The policies providing Commercial General Liability and Automobile Liability Insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. **Policy Endorsement.** All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. **Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. **Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. **Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall

deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. **Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. **Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

### 13. **DISPUTES.**

13.1. **Party Cooperation.** The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. **Field Level Resolution.** Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.



**13.3. Job Order Contractor Performance.** The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

**13.4. Partnering.** If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

**13.5. Owner's Representative.** Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management  
Dan Zenko, Materials Manager  
9875 N. 85<sup>th</sup> Ave - 2<sup>nd</sup> Floor  
Peoria, AZ 85345  
(623) 773-7115

**13.6. Job Order Contractor's Representative.** Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

Achen-Gardner Construction, LLC  
Daniel J. Spitz, P.E.  
550 South 79<sup>th</sup> Street  
Chandler, AZ 85226  
(480) 403-9432

**13.7. Owner's Resolution.** Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

#### **14. TERMINATION AND DEFAULT**

**14.1. Termination for Convenience.** Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

**14.2. Notice of Termination.** After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this § 14:

**14.2.1.** Stop work as specified in the notice;

**14.2.2.** Place no further subcontracts or orders (referred to as subcontracts in this § 14) for materials, services or facilities, except as necessary to complete any Work not terminated;

**14.2.3.** Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

**14.2.4.** As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

**14.3. Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

**14.4. Owner Payment.** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

**14.5. Destroyed, Lost, Stolen or Damaged Property.** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

**14.6. Amount Due Job Order Contractor.** In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

14.7. **Partial Termination.** If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. **Excess Payments.** If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. **Job Order Contractor Records.** Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. **Default.** If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. **Job Order Contractor's Right to Proceed.** Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

14.12. **Owner's Right to Terminate.** The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

14.13. **Owner and Job Order Contractor Rights.** If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

**14.14. Liquidated Damages.** Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

**14.15. Immigration Act.** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

## **15. WARRANTY OF CONSTRUCTION**

**15.1. Applicable Warranties.** In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished; or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

**15.2. Warranty Duration.** This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

**15.3. Job Order Contractor Corrective Work.** Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

**15.4. Job Order Contractor Restoration.** Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

**15.5. Owner Notification.** Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**15.6. Failure to Correct Work.** If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

**15.7. Subcontractor and Supplier Warranties.** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

**15.8. Owner Remedy.** In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

**15.9. Owner Furnished Material or Design.** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. **Pre-Existing Work.** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. **Owner's Rights.** This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

**16. STANDARD TERMS AND CONDITIONS**

16.1. **Contract Order of Precedence.** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. **Certification.** By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. **Bribes and Kick-Backs.** The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. **Applicable Law.** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended

(Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner, City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. **Contract:** The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

16.7. **Contract Amendments:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

16.8. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. **Severability.** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

16.10. **Relationship to Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. **No Delegation or Assignment.** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

16.12. **Job Order Contractor/Supplier Contract.** The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

**16.12.3.** The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

**16.13. Rights and Remedies.** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

**16.14. Overcharges By Antitrust Violations.** The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

**16.15. Force Majeure.** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

**16.15.1.** The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

**16.15.2.** Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**16.16. Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**16.17. Right To Audit Records.** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.



16.18. **Warranties.** Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. **Inspection.** All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. **Title and Risk of Loss.** The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. **No Replacement of Defective Tender.** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

16.22. **Shipment Under Reservation Prohibited.** Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. **Liens.** All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. **Licenses.** shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. **Patents and Copyrights.** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. **Cost of Bid/Proposal Preparation.** The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16.27. **Public Records.** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

16.28. **Advertising.** Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

**16.29. Delivery Orders.** The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

**16.30. Funding.** Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

**16.31. Federal Funding.** It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

**16.31.1 Davis-Bacon Act - (40 U.S.C. 5276a-276a-5).** All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

**16.32. A.R.S. Title 34 Provisions.**

**16.32.1.** The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

**16.32.2.** If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

**16.32.2.1.** The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders;

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

**16.33 Prohibited Lobbying Activities.** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

**16.34 Prohibited Political Contributions.** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

**16.35 ARRA Sec. 1605. Use of American Iron, Steel, and Manufactured Goods.** (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-- applying subsection (a) would be inconsistent with the public interest;

- iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

- This section shall be applied in a manner consistent with United States obligations under international agreements.

**16.36 ARRA Sec. 1606. Davis-Bacon Act.** Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

**16.37 Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606).** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

**16.38. Use of American Iron, Steel, and Manufactured Goods - Buy American Requirements (ARRA Section 1605):**

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be

and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**16.39. Whistleblower Protections Under The ARRA:**

(a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).

(b) The Contractor shall require that this provision be included in all subcontracts.

**16.40. Reporting Requirements under the ARRA:**

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov):

(1) The City of Peoria contract and order number, as applicable.

(2) The amount of ARRA funds invoiced by the Contractor for the reporting period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.

(7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR), 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**16.41. Central Contractor Registration Required:**

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

**16.42 Contract Work Hours and Safety Standards Act – Overtime Compensation.**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security

number, labor classifications, hourly rates of wages paid; daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**16.43 Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.



**ATTACHMENTS**

- Attachment A**      **JOC General Scope of Services**
- Attachment B**      **SIQ & Contractor's Response**
- Attachment C**      **JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)**
- Attachment D**      **Contractor's Contacts (Contact List & Authorized Signature Form)**

**ATTACHMENT A**  
**JOC General Scope of Services**

**1.0 GENERAL INFORMATION**

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Wet Utility Pipeline Projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

**2.0 DOCUMENTS**

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

**3.0 WORK AUTHORIZATION**

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.3.

**4.0 SCHEDULING OF WORK**

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

#### 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

#### 6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to § 6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

## 7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may be imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

## 8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

## 9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

## 10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations*," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

#### **11.0 ELECTRICITY**

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

#### **12.0 WORK BY OWNER**

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

**ATTACHMENT B**  
**SIQ & Contractor's Response**  
**(See Attached)**



**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**REQUEST FOR  
STATEMENT OF INTEREST & QUALIFICATIONS**

**JOB ORDER CONTRACTING**

for

**WE UTILITY PIPELINE PROJECTS**

**P14-0062**

**Due Date: April 2, 2014, 5:00 PM Arizona Time**

City of Peoria  
Materials Management Division  
Contact: Lisa Houg  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345  
(623) 773-7115



### SOLICITATION AMENDMENT

Solicitation No: P14-0062  
 Description: JOC for Wet Utility Pipeline Projects  
 Amendment No: One (1)  
 Solicitation Due Date: April 2, 2014  
 Solicitation Due Time: 5:00 p.m.

**Materials Management  
 Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Section 2.3, Sample Project, second paragraph is revised and replaced as indicated below.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line and sewer, fittings, valves and services, meter boxes, pavement and landscaping restoration.

In addition, the following has been added to the City's FTP site:

- Water and Sewer Quarter Section Maps for the Sample Project. *No other information about the sample project will be provided.*
- Pre-Submittal meeting Sign-in sheet.
- Pre-Submittal meeting Presentation.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

The above referenced Solicitation Amendment is hereby Executed

March 25, 2014

at Peoria, Arizona

*Lisa Houg*  
 \_\_\_\_\_  
 Lisa Houg, CPPB  
 Contract Officer





## STATEMENT OF INTEREST AND QUALIFICATIONS

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### SECTION 1 - INTRODUCTION

#### 1.1 Introduction

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various wet utility pipeline projects, utilizing the Job Order Contracting (JOC) project delivery method. Interested contractors will have the opportunity to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including design and preconstruction services, permitting and regulatory requirements, and as-builts/close-out documents.

It is the intent of the City of Peoria to select three (3) Contractors for the award of a JOC. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual job orders.

#### 1.2 Cooperative Purchasing

While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State), recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

#### 1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten-year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract.

Estimated cumulative values for individual projects total \$2,000,000 to \$3,000,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### 1.4 Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various wet utility pipeline projects.

## SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

### 2.1 Description

This JOC is for a broad range of maintenance, repair, rehabilitation and new construction on public right of way and real utility property in the City of Peoria. For projects determined by the City to be appropriate for this JOC, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual job order agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Interested contractors must have experience in the following areas:

**Professional Services:** The contracting of professional design services from licensed Arizona professionals. When the professional services are not provided by the Owner, the Contractor will act as Design Builder and as such may be required to possess Professional Liability Insurance. The single project limit of \$3,000,000 shall be inclusive of professional services fees when acquired under this JOC.

**Preconstruction Services:** The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

**Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

**Construction:** The physical construction of the improvements, through competitive subcontractor bidding and/or self performance as dictated by the unique needs of each individual project. Where federal grants are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act. Unless otherwise agreed upon all project pricing shall be cost based with a guaranteed maximum price (GMP) and, all project finances shall be "open book" with all project savings returned to the Owner.

**Project Close-Out:** The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-builts, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation, City, County, State, or Federal agency special close-out requirements, and maintenance personnel training.

### 2.2 Scope of Work

- A. The scope of work will include work tasks as requested and described below on wet utility pipeline construction projects including water, wastewater, reclaimed water and storm drainage. The work is required to support the City of Peoria Capital Improvement Program (CIP).
- B. Other related work such as public involvement, utility relocation, traffic control, road repair, etc. as more



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fully described below may also be required.

- C. Design services and/or post design services may be requested for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City. All as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- D. The following work activities may be included in individual projects. Not all activities will be included in all projects. Subcontractors and consultants may be used to accomplish some tasks.
- 1) Public Involvement – prepare and distribute public notices, attend public meetings, maintain a construction hotline.
  - 2) Permitting – obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
  - 3) Installation of new water, reclaimed water, wastewater and storm drainage pipelines including all related work.
  - 4) Rehabilitation of water, reclaimed water, wastewater and storm drainage pipelines and appurtenances including all related work.
  - 5) Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
  - 6) Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
  - 7) Installation of landscaping to restore areas damaged by construction.
  - 8) Utility locating (potholing) underground utilities and obstructions.

### 2.3 Sample Project

The following is a sample scope of work for a typical project that may be done under this JOC. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach this type of project if awarded the contract. This is a sample project, please do not contact the local business owners or residents in the area.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the (reclaimed water line) fittings, valves and services, meter boxes, pavement and landscaping restoration.

The Contractor will be required to provide a project scope plan and schedule showing the process to be followed through the right-of-way acquisition, design, estimating, permitting, construction and close-out phases of the project.

## SECTION 3 – EVALUATION CRITERIA

### 3.1 Job Order Contractor Selection

The Job Order Contractors will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs.

### 3.2 Evaluation Process



# STATEMENT OF INTEREST AND QUALIFICATIONS

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The City expects to award three (3) Job Order Contracts to the best valued contractors based on the evaluation requirements outlined in this solicitation. The contractors selected will be the contractors whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested in providing services must address the points as outlined herein.

### 3.3 Key Personnel

The City expects the interested firms to identify per Attachment A, within their organizations, individual(s) assigned to specific key roles to provide the associated functions throughout the life of the contract.

- Project Manager
- Project Leader
- Project Superintendent
- Project Estimator

### 3.4 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories:

Category	Weight
Responsiveness & References	Pass/Fail
Relevant Project Experience	15%
Project Assessment (PA) Plan:	
Scope Plan	15%
Risk Assessment / Value Added	10%
Project Schedule	5%
Subcontractor Selection Plan	5%
Interview	50%

#### 3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in Attachment A (Proposal Form & References)
- The Contractor will complete and provide all information in Attachment B (Relevant Experience)
- The Contractor will complete and provide all information in Attachment C (Project Assessment Plan)
- The Contractor will complete and provide all information in Attachment D (Project Schedule and Subcontractor Selection Plan)

#### 3.4.2 Attachment A - Proposal Form & References (Pass/Fail)

- The Contractor will complete Attachment A providing all the information requested:
  - 1-page Proposal Form – project team, bonding capacity, etc.
  - 1-page References – list five (5) references.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### 3.4.3 Attachment B - Relevant Project Experience (Weighted at 15%)

- The Contractor will complete Attachment B providing all the information requested:
  - The Relevant Project Experience section must be 5-pages (1-page for each relevant project).
  - The Relevant Project Experience section must NOT contain any names or information that can be used to identify the Contractor and must be projects completed within the last five (5) years.
  - The Contractor must use the template as provided in Attachment B. Contractors may not recreate or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
  - The Relevant Project Experience must not contain projects where the City of Peoria was a client.
  - Any Relevant Project Experience provided that does not comply with the above requirements may be marked as unresponsive and eliminated from the evaluation process.

### 3.4.4 Attachment C – Project Assessment Plan; Scope Plan (Weighted at 15%) & Risk Assessment / Value Added (Weighted at 10%)

- The Contractor will complete Attachment C providing all the information requested:
  - The PA Plan must be 4 pages or less (2-pages for Scope Plan and 2 pages for risk assessment and value added items).
  - The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
  - The Contractor must use the template as provided in Attachment C. Contractors may not recreate or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
  - Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

### 3.4.5 Attachment D - Project Schedule (Weighted at 5%) & Subcontractor Selection Plan (Weighted at 5%)

- The Contractor will complete Attachment D providing all the information requested:
  - Project Duration Schedule - Provide a 1 page Gantt style schedule for the sample project that conveys major milestones, including City approval processes, and final submittal to the City.
  - Subcontractor Selection Plan - Provide a detailed 1 page subcontractor selection plan that uses qualification and price in the selection criteria. The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
  - The Project Duration Schedule and Subcontractor Selection Plan must NOT contain any names or information that can be used to identify the Contractor.

### 3.4.6 Interviews (Weighted at 50%)

- The City will shortlist contractors based on the criteria outlined in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.

### SECTION 4 – SELECTION PROCESS

#### 4.1 Interview and Selection Process

Contractors will be ranked and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each submittal. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 4 to 6 contractors based on the scores from the Relevant Project Experience, Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors may be performed by the City.

For this project the Final List will consist of the top 4 to 6 scoring contractors (based on Relevant Project Experience, PA Plan scores, Schedule, Subcontractor Selection Plan, Interview scores, Pass/Fail References, and Pass/Fail Responsiveness).

#### 4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors.

The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the potential best-value contractor(s), they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award.

### SECTION 5 – POST AWARD ACTIVITIES

#### 5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting progress, risks and schedule updates on the project. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with a duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

#### 5.2 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, change orders, compliance to budget, no complaints, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used in consideration of award of future City of Peoria projects.

### SECTION 6 – CRITICAL DATES

#### 6.1 Pre-Submittal Conference



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

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A pre-submittal conference will be held on **March 24, 2014 at 2:00 p.m. Arizona Time**. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85<sup>th</sup> Avenue, Peoria AZ, 85345.

Staff may not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

### 6.2 Critical Dates:

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the City.

March 24, 2014	Pre-Submittal Conference
April 2, 2014	Submittals Due
April 16, 2014	Notification of Interviews
April 24, 2014	Interviews (shortlisted contractors only)
April 30, 2014	Best-Value Contractor Notification

## SECTION 7 – SOQ SUBMITTAL FORMAT

### 7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 7.2.
- Use the following SOQ submittal format/checklist to assist:
  - Attachment A: Proposal Form & References – One (1) original must be submitted.
    - 2-pages max (1-page Proposal Form & 1-page References).
  - Attachment B: Relevant Project Experience – One (1) original and five (5) copies.
    - 5-pages max (1-page per project listed).
  - Attachment C: Project Assessment Plan – One (1) original and five (5) copies.
    - 4-pages max (2-page scope plan, 2-page risk assessment/value added).
  - Attachment D: One (1) original and five (5) copies.
    - 2-pages max (1-page Project Schedule and 1-page Subcontractor Selection Plan).
  - Collate & Staple the originals together in order of Attachments A thru D.
  - Collate & Staple the copies together in order of Attachments B thru D.

### 7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by **5:00 p.m. (AZ time) on April 2, 2014**.
- Contact Information



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-8560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Attention: Lisa Houg, Contract Officer  
SOQ #: P14-0062 – JOC for Wet Utility Pipeline Projects  
City of Peoria Materials Management,  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

### 7.3 Disqualification

Please be advised that failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachment A)

## SECTION 8 – GENERAL INFORMATION

### 8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: [Lisa.Houg@PeoriaAZ.Gov](mailto:Lisa.Houg@PeoriaAZ.Gov)
- Inquiries within 48 hours preceding the due date & time will not be addressed.

### 8.2 General Information

- **Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact:** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may be grounds for disqualification.
- **Costs:** The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- **Material:** All materials submitted in response to this solicitation will become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- **Compliance:** The selected contractor will be required to comply with the Legal Arizona Workers Act.
- **Federal Funds:** The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

### 8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at
- <http://www.peoriaaz.gov/NewSecondary.aspx?id=63287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.





## STATEMENT OF INTEREST AND QUALIFICATIONS

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- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

### 8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A: Proposal Form & References  
Attachment B: Relevant Project Experience  
Attachment C: Project Assessment Plan (Scope Plan & Risk Assessment/Value Added)  
Attachment D: Project Schedule and Subcontractor Selection Plan

### 8.5 Appendices

Appendix 1: Scoring and Ranking Submittals Information

Templates for Attachments A, B, C, and D can be accessed on the City's FTP website.

#### FTP Site Access Directions:

Using your Web Browser, enter the following address:

<https://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: *ftpsolicitation*

Password: *AEC91&lv*

(password is case sensitive)

You should then see the available folder. The folder name for this project is P14-0062 - JOC for Wet Utility Pipeline Projects.

You can copy or download the files contained in this folder to your computer or server. Download speed will depend on the Internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user.id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.

4



# STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

## ATTACHMENT A PROPOSAL FORM

**Project Team:**

Name of Job Order Contractor (Firm): Achen-Gardner Construction, LLC

Name of Project Manager (Individual): Dan Broderick

Name of Project Leader (Individual): Brian Froelich

Name of Project Superintendent (Individual): Mike Gewecke

Name of Project Estimator (Individual): Andy Mortensen

**Bonding:**

Individual project bonding capacity: \$75,000,000

Total bonding capacity: \$200,000,000

Amount of bonded contracts currently in process: \$63,602,000

The Relevant Project Experience, Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members.

**Achen-Gardner Construction, LLC**

Name of Company

**Daniel J. Spitza, P.E.**

Printed Name and Title of Contractor Representative

Signature of Contractor Representative

**550 South 79<sup>th</sup> Street**

Address

**Chandler, AZ**

City, State

**85226**

Zip Code

**480-403-9432**

Phone

**480-940-4576**

Fax

**April 2, 2014**

Date

**dspitza@achen.com**

Email Address

**Arizona: ROC261745 A, ROC261746 B-1, ROC261747 B-04**

Contractor License Number



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT A REFERENCES

1. The references you provide shall be for the projects listed in Attachment B. The Project Description to be listed in Attachment B. The Contracting Officer will contact the references for additional information and clarification, if necessary. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process. Do not exceed 1-page (you may delete these instructions).

1. Client Name: City of Glendale  
Project Name: Sewer & Manhole Rehabilitation – Phases 1 & 2  
Contact Name: Craig Johnson  
Phone: W: 623-930-3630 / C: 602-679-7237  
E-mail address: cajohnson@glendaleaz.com
  
2. Client Name: City of Scottsdale  
Project Name: Citywide Water Resources Infrastructure JOC – JO#18: Site 71 Well  
Contact Name: Jon Hughes  
Phone: 602-531-2473  
E-mail address: jhughes@scottsdaleaz.gov
  
3. Client Name: City of Glendale  
Project Name: Waterline Replacements – Phase 2  
Contact Name: Craig Johnson  
Phone: W: 623-930-3630 / C: 602-679-7237  
E-mail address: cajohnson@glendaleaz.com
  
4. Client Name: City of Phoenix  
Project Name: Small Diameter SS Rehab JOC – JO# 30: PVC Lined Concrete SS Rehab  
Contact Name: Earon Shepard  
Phone: 602-495-5660  
E-mail address: Earon.shepard@phoenix.gov
  
5. Client Name: Pima County  
Project Name: Wastewater Conveyance JOC – JO#113040  
Contact Name: Michelle Dodroe  
Phone: 520-724-3447  
E-mail address: Michelle.dodroe@pima.gov



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

1. Project Type: Sanitary Sewer and Manhole Rehabilitation

Description of Work: \_\_\_\_\_

This Sewer & Manhole Rehabilitation project was delivered as Construction Manager at Risk (CMAR) project. It consisted in the replacement, rehabilitation, removal, modification, and/or abandonment of various sanitary sewer lines, manholes, and structures. The work took place at 22 different locations throughout the City and included the rehabilitation of 9,472 lf of PVC, RCP, DIP, and VCP. Ultra Violet Light Cured (UV) CIPP was one of the methods chosen to rehabilitate 6813 LF of existing 8" to 15" pipe. A 440 LF segment of 27" pipe under a ADOT highway was slip lined to avoid excavation across the roadway. 2,259 LF of pipe was removed and replaced in place nine locations; sizes ranged from 8" to 48". The project included 22 new manholes and the rehabilitation of 33 others. Job scopes contained lateral reinstatements, top hat lateral seals, bypass pumping, pre/post videos, pipe cleaning, landscape repairs, and traffic control. Work sites were not only located in the contracting agency's jurisdiction but also in adjacent public jurisdictions including ADOT. As CMAR, our firm was responsible for associated agency coordination and permitting as well as public and stakeholder communications, design through construction. We were also responsible for performing utility designations during design and utility company coordination during construction, including BNSF Railroad.

Delivery Method: Construction Manager at Risk

Original Contract Amount: \$3.5 million

Final Contract Amount: \$3.4 million

Date Completed: September 2011



**STATEMENT OF INTEREST AND QUALIFICATIONS**

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**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE (CONTINUED)**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

2. Project Type: Water Line Construction

Description of Work:

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). It required the installation of approximately 452 LF of 24-inch Ductile Iron Water Main within major arterial streets for future discharge and suction lines associated with new well site being developed adjacent to the major arterial. Installations included a 24-inch low pressure wet tap on an existing 60-inch concrete water main with installation of 24-inch gate valve for the future suction/blend line into the new site. Cut-in of a new 24-inch butterfly valve and tee on the existing 24-inch ductile iron transmission main and installation of a 24-inch butterfly valve with vault and bypass assemblies were completed in separate locations. Work was accelerated and completed during the annual draw down period on the existing 60-inch and prior to the public agency's upcoming street improvements planned for the same location.

Delivery Method: Job Order Contract

Original Contract Amount: \$815,539

Final Contract Amount: \$734,000

Date Completed: January 2014



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Solicitation Number: P14-0062

### ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

3. Project Type: Water Line Construction
- Description of Work: \_\_\_\_\_  
Delivered as a CMAR this project replaced 17,000 LF of existing water main with new 12" DIP waterline throughout a densely congested downtown urban area residential area. The work included the testing and chlorination of the new line and the cutting over of many business and residential services while maintaining the old line. This required our team's participation in the constructability and associated budget evaluation of multiple alternate alignments during the design phase. This was accomplished by our firm taking ownership of utility designation during design and leveraging this knowledge to execute the phased coordination during construction. As CMAR, our firm was responsible for public and stakeholder communications design through construction. This included public transit and multiple public schools adjacent to work zone.
- Delivery Method: Construction Manager at Risk
- Original Contract Amount: \$6.5 million
- Final Contract Amount: \$6.5 million
- Date Completed: April 2009



**STATEMENT OF INTEREST AND QUALIFICATIONS**

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**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE (CONTINUED)**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

4. Project Type: Sanitary Sewer Rehabilitation

Description of Work:

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). It included the rehabilitation of 5,790 LF of 36" diameter PVC lined concrete sanitary sewer pipe and 12 manhole structures, located on regionally significant major arterial street. The project required our firm to meter the existing sewer flows, complete flow modeling in the associated service area, and assess the existing infrastructure to adequately design a flow management (or bypass) system. Work included design and installation of a pumping system to divert sewage flows of 7,050 GPM (10.15 MGD), dewatering of sewer pipe, sewer pipe and structure cleaning, remote CCTV inspections, repair to defects in the existing PVC lining including welding of 575 new Ameron P-1 joints over existing joints, repair to interior of existing manholes and junction structures with an epoxy coating system, traffic control, and quality control testing. Due to the projects location and scope of work, extensive coordination was required with property owners, home owners associations, local businesses, Maricopa County Flood Control District, Street Transportation Department, and the general public.

Delivery Method: Job Order Contract

Original Contract Amount: \$1,776,688

Final Contract Amount: \$1,758,595

Date Completed: June 2012



**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

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Solicitation Number: P14-0062

**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE (CONTINUED)**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

5. Project Type: Sanitary Sewer Rehabilitation and Reconstruction

Description of Work: \_\_\_\_\_

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). The project included the following work at five different locations: 180 LF of 8" VCP pipe replacement (180 LF) with PVC and CIPP Rehabilitation of 1148 LF of 8-12 inch VCP. Work included 7 each lateral reinstatements, flow management system consisting of 4" pumps and piping, landscape repair, traffic control, public communication and notices, and pre and post videos of all rehab and reconstruction work.

Delivery Method: Job Order Contract

Original Contract Amount: \$199,140

Final Contract Amount: \$186,001

Date Completed: October 2013





## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

#### SECTION 1 – SCOPE PLAN (Page 1 of 2)

**Job Order Contractor's (JOC) Understanding of Project Scope and Objectives:** The City has contacted our JOC firm and asked that we design and construct the replacement of an existing waterline and existing sewer within the 85<sup>th</sup> Avenue corridor (Mountain View Road to Peoria Avenue). The general scope of work as detailed on the City's utility 1/4-section maps include:

- **Waterline (WL):** 1300 LF of 12" (Mountain View Road to Monroe Street), 1300 LF of 6" (Monroe Street to Peoria Ave.). Scope includes 5 EA fire hydrants, 1 EA water service, and 14 EA connection points to existing distribution piping.
- **Sanitary Sewer (SS):** 1300 LF of 8" SS. Includes 8 EA manholes, 7 EA lateral in-flow connections, 2 EA out-flow connections.

**JOC's Design Phase Services Approach:** We would propose the following steps to designing and constructing the project.

**Designer Selection:** We propose to use a qualifications based process to select a designer for the project (see Attachment D.)

**Project Scoping:** We would then hold a scoping meeting with the City to confirm scope, identify primary points of contact, define communications protocols, and define critical project goals. Based on the City furnished maps, site inspection of the project area, and review of existing utility mapping we have identified the following project specific goals: ensure safety to public and construction team, minimize project cost, minimize impacts to traffic and area stakeholders, maximize speed of delivery, and maximize quality and value to the City.

**Optimize Design:** Balancing associated subjective and objective goals is critical to optimizing the project's design. We would use the following approaches to refine and define the project plans and details:

- **Evaluate Location of Existing Utilities** – We will request all area private and public utilities furnish us existing utility as-builts and use the information to compile an existing utility map. We gave identified City of Peoria (COP) water, sewer, and storm drain, APS Overhead (OH) Power, SRP Irrigation, Cox, Fiber, CenturyLink, and Southwest Gas facilities in the project area. We would call a utility coordination meeting to discuss location of associated facilities and identify any possible alignment options and/or conflicts. Critical areas would be Blue Staked and a site walk would be scheduled to review with impacted utilities.
- **Survey and Mapping** – Based on results of preliminary utility review, we would complete appropriate design survey.
- **Confirm Pipe Condition** – Review City's assessment report and complete additional investigations as necessary.
- **Evaluate Alternate Design Details** – We have identified the following options.
  - > WL: Rem/Repl same alignment, Replace in new alignment, Pipe Bursting, Directional Drilling, and Slip Lining.
  - > SS: Rem/Repl same alignment, Replace in new alignment, Pipe Bursting, and CIPP Rehabilitation.(Note: Removing and replacing or rehabilitating the existing lines in place minimizes the risk associated with avoiding or relocating existing utilities and can reduce construction duration and stakeholder impacts.)
- **Public Communication** – Assessing needs of stakeholders in the corridor and work area is critical to developing a constructable plan that maximizes expectations. We would contact homeowner associations and businesses one-on-one to identify any property specific access or service needs. Based on that data collection we would schedule a design phase public meeting to update stakeholders of the City and JOC's plans.
- **Value and Phasing/Schedule Analysis** – Each of the previous Alternate Design approaches have varied constructability, cost, stakeholder, and schedule impacts that will need to be evaluated. We would develop a comprehensive Cost Model, Schedule of Values (SOV), and Schedule to evaluate these alternates at the conceptual level.
- **Geotechnical and Utility Investigations** – Based on this analysis, we will proceed with the design and complete necessary geotechnical investigations and utility potholing and designation.
- **Design Reviews and Permitting** – We understand the City's plan review process and the possible need for MCESD review of any new construction. These include: SWPPP – NOI and NOT, Maricopa County Air Quality Department Dust Control Permit, COP Traffic Control Permits, COP Haul Route Permit, and the following COP Engineering Permits: Water, Sewer, Traffic Signing and Striping, Concrete, and Paving. We will include all associated logic in our CPM schedule and track necessary deliverables and approvals to stay on schedule.
- **Track Design Evolution** – This comprehensive SOV and baseline schedule would then be used to document design evolution and ultimately finalize a JO Agreement for construction services that uses itemized unit prices to administer construction.



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

### SECTION 1 – SCOPE PLAN (Page 2 of 2)

#### JOC's Construction Phase Service General Management Approach:

**Pre-Construction and Construction Meetings:** We will kick off construction with a pre-construction coordination meeting focused on confirming points of contact (including any newly added specialty subcontractors), communications protocols, technical submittal submission/review schedule, and schedule and quality expectations. Our project manager will manage these meetings and document all Action Items/Required-by-Whom/Required-by-When. This will be the framework used to manage daily and weekly progress.

**Project Sequence / CPM & 3-Week Schedules:** CPM schedules will be updated monthly and 3-Week detailed schedules updated weekly. The CPM will outline the final team developed sequencing. Based on our initial review balancing speed of delivery against stakeholder inconvenience, we have include a relative conservative schedule to complete the project in two phases:

**Phase #1 – Monroe to Peoria (SS & WL) and Phase #2 – Mountain View to Monroe (WL)**

**Submittals/Deliverables:** We will have all submittals reviewed by our construction and design team prior to submission to expedite final approvals. QA/QC testing requirements and periodic test reporting will be incorporated.

#### JOC's Ph #1 (SS & WL Monroe St. - Peoria Ave.) Construction Approach: We will (Refer to Attachment D, Schedule):

**SS Work Sequence/Phasing:** Pipe crew will start replacing the 8" sanitary sewer at Monroe Street and construct north to Peoria Ave. The crews will remove and replace the pipe in the same alignment, and tie-back into the existing pipe at the end of each shift (eliminating the need for by-pass pumping and monitoring during off work hours). Once the crews complete a section from manhole to manhole, with the by-pass still in place, we will perform required testing. If construction is to extend into Peoria Ave., that tie-in can be made at night.

**WL Work Sequence/Phasing:** Regarding the waterline replacement, after completion of the sewer replacement in this phase, we will start by installing temporary water lines from side streets to the existing fire hydrants if required. Valves can be shut down, which will isolate the line on 85<sup>th</sup> Ave. between Monroe and Peoria. In order to keep water circulating at the side streets, where there are valves tying into 85<sup>th</sup> Ave., we would install blow-offs. After installation of the waterline, we will chlorinate and test the lines prior to opening the valves on the side streets and at Monroe and Peoria.

**Traffic Control:** Traffic Control will consist of 1 lane each direction, between Peoria Ave. and Monroe St., during non-working hours, and have 1 lane with flaggers during work hours. Closures at side streets, with detours, will be required as crews work through those intersections. This will be for both sanitary sewer and waterline replacement.

**Sewer Flow Management:** By-pass pumping will be located on west side of right-of-way. The by-pass setup will consist of 4" pumps with above ground piping. This areas being by-passed will shift from manhole to manhole as crews work north on 85<sup>th</sup> Ave. By-pass piping ramps will be setup as needed across side streets. The short laterals on the side streets can be plugged during working hours, and flow maintained by vacuum trucks.

#### JOC's Ph #2 (WL Mountain View Rd. - Monroe St.) Construction Approach: We will (Refer to Attachment D, Schedule):

**WL Work Sequence/Phasing:** We will start by installing a temporary water line from Monroe Street to the existing service just south of Monroe Street on the east side of 85<sup>th</sup> Avenue, and to the fire hydrant if required. Valves can be shut down, which will isolate the line on 85<sup>th</sup> Avenue between Monroe Street and Mountain View Road. In order to keep water circulating at the side streets, where there are valves tying into 85<sup>th</sup> Avenue, we would install blow-offs. After installation of the waterline, we will chlorinate and test the lines prior to opening the valves on the side streets and at Monroe and Mountain View.

**Traffic Control:** Traffic Control will consist of 1 lane each direction, between Mountain View Road and Monroe Street, during non-working hours, and have 1 lane with flaggers during work hours. Closures at side streets, with detours, will be required as crews work through those intersections.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

#### SECTION 2 - RISK ASSESSMENT (Page 1 of 2)

<b>Risk 1:</b>	<b>Delays and/or increased cost and project duration due to utility relocations. We will:</b> <ul style="list-style-type: none"> <li>• Request utility as-builts and incorporate into preliminary design.</li> <li>• Perform early coordination meetings/site visits/inspections with utility company representatives.</li> <li>• Self-perform comprehensive utility designation and pothole investigation.</li> <li>• Adjust design to minimize relocations (e.g. vertical/horizontal alignment and grades).</li> <li>• Evaluate alternative trenchless technologies to minimize excavations and need for utility support and relocations (e.g. SS: CIPP or Pipe Bursting / WL: Slip Lining, Pipe Burst, or Directional drill)</li> </ul>
<b>Solution:</b>	<ul style="list-style-type: none"> <li>• Avoid temporary OH relocations and relocate to permanent location; preferably in a joint trench.</li> </ul>
<b>Risk 2:</b>	<b>Restrictions and Inconveniences to local and regional traffic through the corridor. We will:</b> <ul style="list-style-type: none"> <li>• Phase construction longitudinally to accommodate moving hard-closure in work zone and accommodating soft closure access.</li> <li>• Utilize single lane traffic during work ours (flagging traffic through work zone) and opening two lanes of traffic (i.e. NB and SB) after hours.</li> <li>• Sequence construction to single heading in corridor.</li> <li>• Complete critical tie-in work on weekends at major cross streets (i.e. Peoria Ave., Monroe St., and Mountain View Rd.). These East/West corridors shall remain open during longitudinal work.</li> <li>• Proactively communicate with area residents during design and through construction using public meeting(s), door hangers, weekly informational e-mail blasts, and weekly Q&amp;A meetings.</li> </ul>
<b>Solution:</b>	
<b>Risk 3:</b>	<b>Disrupting Sewer Service for Existing Businesses and Residents During the Replacement Process: We will:</b> <ul style="list-style-type: none"> <li>• Maintain service by use of vector truck during work hours minimizing by-pass system disruption.</li> <li>• Tie-back in to the sewer each night (Note: As long as sewer stays in the current alignment.)</li> <li>• If the new line is to be shifted or at tie-ins to existing system, then 24 hour by-pass pumping will be designed and installed as necessary to maintain service. This system will avoid pedestrian routes and be depressed at cross streets and other traffic crossings.</li> <li>• Establish odor control measures as an allowance and co-manage to address issues.</li> </ul>
<b>Solution:</b>	<ul style="list-style-type: none"> <li>• Communicate work schedule and possible short disruptions (i.e. 24 and 48 hour notices.)</li> </ul>
<b>Risk 4:</b>	<b>Disrupting Water Service for Existing Businesses, Residents, and Fire Hydrants: We will:</b> <ul style="list-style-type: none"> <li>• The waterline can be isolated for replacement between Mountain View and Monroe Street, and then between Monroe Street to Peoria Avenue and effected residents and businesses back-fed from system on Monroe St., 83<sup>rd</sup> Ave., and 87<sup>th</sup> Ave.</li> <li>• The existing service to the City complex and fire hydrant, south of Monroe St., would be maintained with installing a temporary waterline from Monroe Street.</li> <li>• The existing fire hydrants, north of Monroe Street, would be maintained by installing temporary waterlines off of the side streets; if necessary.</li> </ul>
<b>Solution:</b>	
<b>Risk 5:</b>	<b>Ensuring Public Confidence and Avoiding Complaints: We will:</b> <ul style="list-style-type: none"> <li>• Contact critical stakeholders such as public schools and coordinate bus routes.</li> <li>• Connect with Councilman Rivero (Acacia District) to keep him informed as to schedule progress.</li> <li>• Establish a project website, use e-mail blasts, and use hotline and weekly Q&amp;A meetings to inform stakeholders and provide opportunity to interact with project team as necessary during construction.</li> </ul>
<b>Solution:</b>	



## STATEMENT OF INTEREST AND QUALIFICATIONS

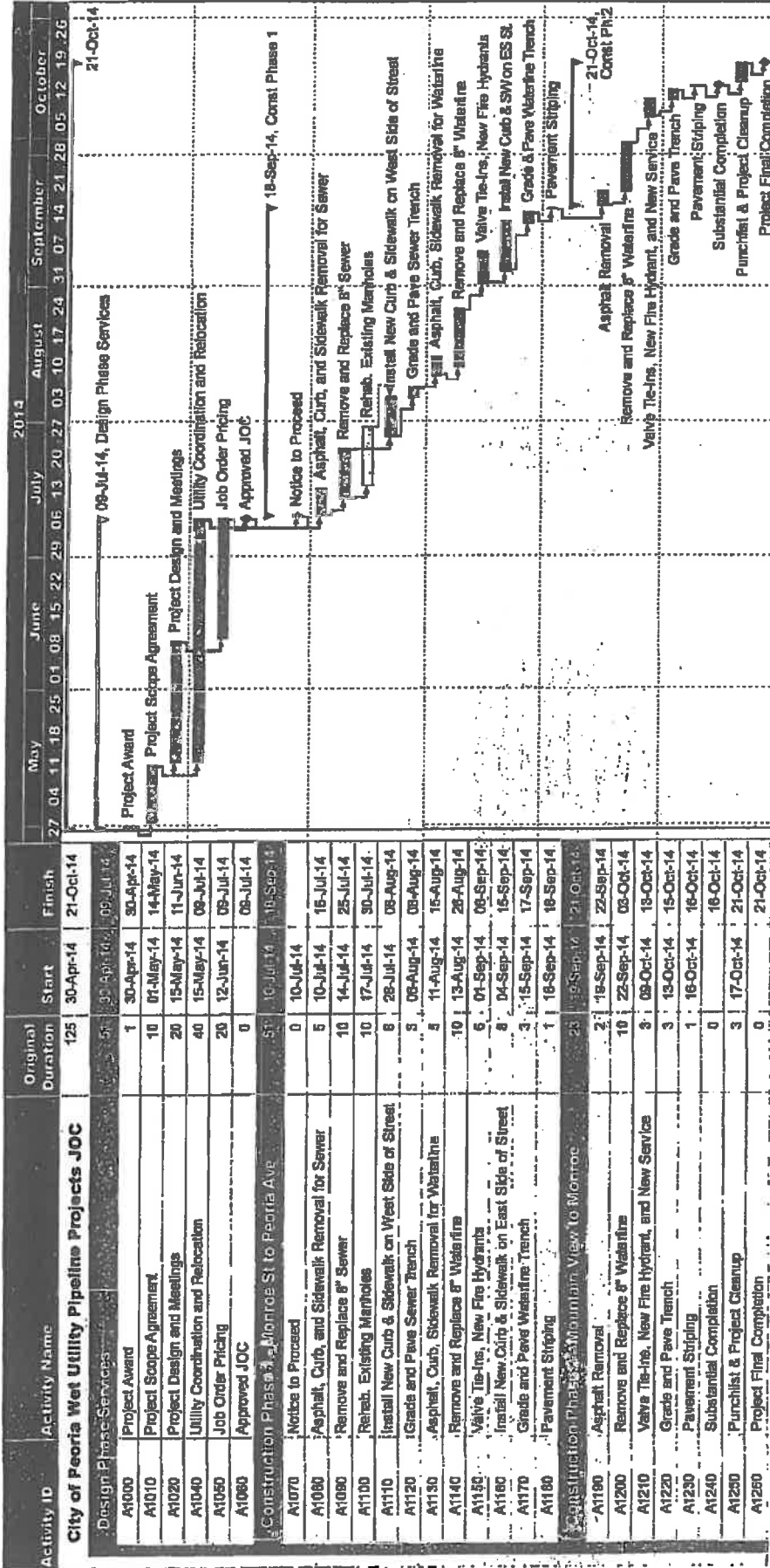
Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-8580  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

**SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):**

<b>Item 1:</b>	Line the Existing Sewer with CIPP Liner - This will reduce the cost to the project associated with pavement/concrete removal and replacement, trench excavation and backfill, and sewer manhole replacement. Project schedule duration and impacts to the traveling public along 85 <sup>th</sup> will be reduced.			
<b>Impact:</b>	Cost (\$)	Asphalt R/R= \$15K GCs= \$20K Conc C&G SW R/R= \$52K CIPP vs. R/R= TBD	Schedule (Days)	21 Cal. Days
<b>Item 2:</b>	Utilize Trenchless Technologies Such as Directional Drilling of the New Waterline, Pipe Bursting of Existing Waterline, or Sliplining of Existing Waterline - This will reduce the trench excavation and backfill, asphalt and concrete removal and replacement. Water service shutdowns and associated inconvenience will be minimized. Project schedule duration and impacts to the traveling public along 85 <sup>th</sup> will be reduced. If existing pipe is ACP, reduce costly special waste disposal fees.			
<b>Impact:</b>	Cost (\$)	Asphalt R/R= \$24K GCs= \$15K Conc C&G SW R/R= \$42K	Schedule (Days)	14 Cal. Days
<b>Item 3:</b>	Analyze Alternative SS Pipe Materials Such as HDPE and Welded PVC - The evaluation of the different pipe available, for water and sewer, will ensure the City is getting the best value and system life for this project.			
<b>Impact:</b>	Cost (\$)	Pipe = TBD	Schedule (Days)	Days = TBD
<b>Item 4:</b>	Constructing the New Water and Sewer Lines at the Existing Alignment and Elevations - Constructing the water and sewer lines in the same alignment and elevation will reduce the utility conflicts and the need for utility relocation. It will minimize the cost of by-passing of the sewer line by being able to tie-into the existing sewer line at the end of each work day. It gives the option to use the existing sanitary manholes, and rehabilitate the manholes instead of removal and replacement cost of the manholes.			
<b>Impact:</b>	Cost (\$)	By-Pass= \$31K MHs= \$28K Utility Relocations= TBD GCs= \$20K Asphalt R/R= \$8K Abandon Exist Pipe= \$14K	Schedule (Days)	21 Cal. Days
<b>Item 5:</b>	Expedite construction using multiple construction headings and extended hours - This will minimize inconvenience and save general conditions costs.			
<b>Impact:</b>	Cost (\$)	GCs= \$30K	Schedule (Days)	30 Cal. Days
<b>Item 6:</b>	Allow Hard Closure of 85 <sup>th</sup> Ave. - Hard closure of these corridors vs. Attachment D Schedule (which assumes 85 <sup>th</sup> Ave. NB and SB traffic will be maintained 24/7 utilizing flaggers) mitigate traffic control costs and allows more efficient pipeline construction.			
<b>Impact:</b>	Cost (\$)	Traffic Barricades= \$2K Flaggers= \$12K GCs= \$15K Pipeline Efficiency= 10%	Schedule (Days)	14 Cal Days





## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

This project will require the technical support of a variety of specialized manufacturers and subcontractors to ensure that the most cost-effective design and construction solutions are ultimately achieved. Our firm has always used a form of qualifications-based review as part of our major specialty subcontractor and supplier selections. We will utilize the following selection plan as summarized in the following table and narrative:

Self-Perform	Removals, Wet Utility Piping (i.e. Water, Sanitary Sewer, Storm Drain), Grading/Paving, Concrete Flatwork, Concrete Structures, Bypass Pumping, UV-Cured CIPP Lining
Quals Only (Sub-Consultants and Subcontractors)	Design Engineer, Survey, QC/QA Testing, Masonry, Public Communication, COP Uniformed Officer, and SWPPP
Qualifications & Bid (Subcontractors)	Heat-Cured CIPP Lining, Directional Drilling, Pipe Bursting, Manholes, Manhole coatings, Traffic Control, Misc. Drainage Structure Rebar, Masonry, Misc. Electric/Street Lights/Signals/Dry-Utility Duct Work, Misc. Landscape and Landscape Irrigation, Signing/Striping
Qualifications & Bid (Major Material Suppliers)	Aggregates, Asphalt, Concrete, Pipe Materials, Trucking

**SELF PERFORMANCE:** The proposed self-performed scopes will allow us to control those items critical to schedule, quality, and safety. We estimate the self-performed scope of work will amount to 75-80% of the contract value. This approach will minimize spending on additional subcontractor-related fees and result in lower overall project costs. The value of self-performance is not limited to a reduction in direct costs; self-performance ensures a high quality product and increased budget and schedule control.

**QUALIFICATIONS ONLY:** Expedient incorporation of selected organizations into the project team where their knowledge and expertise can be leveraged to optimize EACH Job Order's (JO) delivery. We have identified several scopes that we propose to select based on qualifications, negotiate associated fees, and use these firms throughout the course of the Job Order Contract. This will provide critical continuity throughout the life of the contract.

**QUALIFICATIONS AND PRICE (OR BEST VALUE):**

- 1) **SOV:** Immediately after selection, we will meet with the City and JOC designer to review and define all potential scope requirements for the project, agree on a SOV, and evaluate when the various specialty subcontracted scopes and project materials will be solicited.
- 2) **List of Self-Performed and Specialty Subcontractors:** We will then prepare and submit for approval a list of proposed self-performed items, potential subcontractors and suppliers for each of the specialty scopes, and a request for any additional subcontractors the City may want to have included in the process.
- 3) **Solicitation of Interest:** We will proceed with a solicitation of interest from all the subcontractors (and suppliers). This will include a brief description of the scope of work and critical project dates (including: when bid documents will be made available, mandatory pre-bid and site visit date(s), bid date(s), and construction schedule requirements).
- 4) **Documented Process:** After we have developed our scope, we will use it to solicit proposals from interested bidders. This solicitation will involve the following best-value qualifications and price selection process:
  - **Qualifications Phase (Subcontractors):** Past project experience/performance, references, safety record, ability to insure, and ability to meet schedule requirements. These criteria will be evaluated "pass/fail" by the DB team. Approved subcontractors will participate in a final price-based selection.
  - **Qualifications Phase (Major Material Suppliers):** Pass/fail type review based on previous experience.
  - **Best Value Price Phase (Subcontractors and Major Material Suppliers):** This will require the competitive pricing of a defined scope of work. The process will include an opportunity for the bidders to propose value engineering alternatives.
  - **Post Bid Interviews:** Interviews will be scheduled as required to confirm scopes and evaluate any VE proposals.
- 5) **Best Value Selection -** The qualified bidder with the price and proposal that represents the best value to the City will recommended for award and used to develop final JO Agreement(s).



# SOLICITATION AMENDMENT

Solicitation No: P14-0062  
 Description: JOC for Wet Utility Pipeline Projects  
 Amendment No: One (1)  
 Solicitation Due Date: April 2, 2014  
 Solicitation Due Time: 5:00 p.m.

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Section 2.3, Sample Project, second paragraph is revised and replaced as indicated below.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line and sewer, fittings, valves and services, meter boxes, pavement and landscaping restoration.

In addition, the following has been added to the City's FTP site:

- Water and Sewer Quarter Section Maps for the Sample Project. *No other information about the sample project will be provided.*
- Pre-Submittal meeting Sign-In sheet.
- Pre-Submittal meeting Presentation.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

04/02/14

Signature

Date

Daniel J. Spitza, P.E. - Vice President

Typed Name and Title

Achen-Gardner Construction, LLC

Company Name

550 South 79th Street

Address

Chandler

AZ

85226

City

State

Zip

The above referenced Solicitation Amendment is hereby Executed

March 25, 2014

at Peoria, Arizona

Lisa Houg, CPPB  
Contract Officer

**ATTACHMENT C**  
**JOC Cost Proposal Forms**  
**(Pricing Matrix & Project Cost Sheet)**  
**(See Attached)**



**P14-0062B - JOC for Wet Utility Pipeline Projects**  
**Company Name: Achen-Gardner Construction, LLC**

Date: 5/15/2014

Rev: 02

JOC Pricing Matrix	\$1.00 to \$100K	\$100K to \$250K	\$250K to \$500K	\$500K to \$1M	\$1M to \$2M	\$2M to \$3M
Indirect Cost of the Work						
GC Overhead	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
GC Profit	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
Insurance	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
<b>Total Indirect Cost %</b>	<b>30.47%</b>	<b>30.47%</b>	<b>28.47%</b>	<b>28.47%</b>	<b>26.47%</b>	<b>26.42%</b>

### Achen-Gardner Contract Labor rates

***Labor Code	Description	Burdened Rate	Unit
	Chief of Estimating	\$83.05	MH
	Senior Estimator	\$78.90	MH
	Project Leader	\$83.05	MH
L1110100	PROJECT MANAGER	\$76.90	MH
L1110200	PROJECT SUPERINTENDENT	\$76.90	MH
L1110300	PROJECT ENGINEER	\$59.30	MH
L1110500	SPECIALTY/ASST. SUPER.	\$66.34	MH
L2200100	FOREMAN GRADING	\$57.18	MH
L2200110	GRADE CHECKER	\$39.51	MH
L2200210	BLADE OPERATOR	\$51.87	MH
L2200220	SCRAPER/OFF HWY OPERATOR	\$39.51	MH
L4200100	FOREMAN ASPHALT PATCH	\$58.48	MH
L7100100	FOREMAN UNDERGROUND	\$57.29	MH
L7100110	LEAD PIPE LAYER	\$35.77	MH
L7100120	BACKUP PIPE LAYER	\$30.07	MH
L7100210	EXCAVATOR OPERATOR	\$44.24	MH
L7100220	PIPE OPERATOR 2	\$39.61	MH
L7100230	PIPE OPERATOR 3	\$41.14	MH
L9200100	CONC MASON FOREMAN	\$58.48	MH
L9200110	CONCRETE FINISHER	\$34.32	MH
L9200210	CURB MACHINE OPERATOR	\$40.82	MH
L9500100	CARPENTER FOREMAN	\$58.48	MH
L9500110	JOURNEYMAN CARPENTER	\$33.28	MH
L9800120	GENERAL OPERATOR	\$36.45	MH
L9800600	CDL OPERATOR	\$31.87	MH
L9800800	LUBE / FUEL CDL OPERATOR	\$38.88	MH
L9900110	SKILLED LABOR	\$31.81	MH
L9900120	GENERAL LABOR	\$29.25	MH

**Labor Rate Notes:**

**Project Leader** -- We expect Dan Broderick to be primarily involved on global project oversight and individual JO development (i.e. Pre-Const/Design Phase Services).

**Project Manager** -- Brian Froelich will be involved in both JO development and individual JO construction phase management.

**Company Vehicles** -- These rates include mobile phone, other communication devices, and mobile computer equipment and exclude company vehicle equipment. Vehicles will be included in cost estimates and charged where appropriate.



## City of Peoria Job Order Cost Proposal

**CONTRACTOR NAME:** Achen-Gardner Construction, LLC

<p><b>Contract Type:</b> <u>Water Utility Pipeline Projects</u></p> <p><b>Job Order No.:</b> <u>IP14-0062G</u></p> <p><b>City Project Mgr.:</b> <u></u></p> <p><b>Fee Type:</b> <u>Specify Lump Sum Fixed Price or GMP</u></p> <p><b>Location:</b> <u></u></p> <p><b>Job Title:</b> <u></u></p>	<p><b>City Project No.:</b> <u></u></p> <p><b>Contractor's Job No.:</b> <u></u></p> <p><b>Prepared by:</b> <u></u></p> <p><b>Date:</b> <u></u></p> <p><b>Revision:</b> <u></u></p>
---	--

**SECTION D: SUBCONTRACTORS & CONSULTANTS**

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Total Subcontractor Cost:</b>		<b>\$0.00</b>

**OVERHEAD:** 0% (% to be taken from matrix)

**PROFIT:** 0% (% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C): \$0.00  
 O&P (% of A+C): \$0.00  
 Total General Contractor Costs including O&P: \$0.00

Subtotal Subcontractor Costs (D)  
 Subcontractor Profit (5% of D) \$0.00  
 Total Subcontractor Costs including Profit: \$0.00

**TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit):** \$0.00

Insurance Costs @ 1.50% \$0.00  
 Bond Costs @ 0.70% to 0.65% \$0.00  
 Sales Tax (65% of 8.1%) \$0.00  
 Tax Exemption Credit \$0.00

**Subtotal Job Cost:** \$0.00

Contingencies \$0.00

**TOTAL JOB COST:** \$0.00

Submitted by:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

rev 5/19/2014 LH

**ATTACHMENT D**  
**Contractor's Contacts**  
**(Contact List & Authorized Signature Form)**  
**(See Attached)**

Contractor's  
Contacts

**AUTHORIZED SIGNATURES FORM**

Gentlemen:

WHEREAS, Achen-Gardner Construction, LLC, a(n) Limited Liability Company, located in (Name of State) Arizona, is required to execute certain documents which are necessary for the prompt and efficient execution of the company business:

The names of parties listed below are authorized to execute and sign on behalf of said company the following documents:

- |                 |   |
|-----------------|---|
| 1. The Proposal | 6. Change Orders  |
| 2. The Contract | 7. Application for Payment  |
| 3. The Bond     | 8. Work Change Directives   |
| 4. Payrolls     | 9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract. |
| 5. Claims       |   |

The powers and duties herein granted shall be and is hereby granted for the duration of the **CITY OF PEORIA, ARIZONA, JOB ORDER CONTRACT** for the construction of ALL PROJECTS, Project No. ALL PROJECTS, or until express notice of revocation has been duly given in writing, whichever is the lesser period

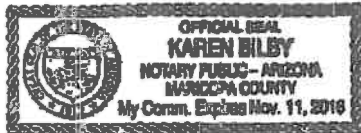
NAME	SIGNATURE	TITLE	DOCUMENTS
Dennis Troglo		President	1-9
John Walstrom		Vice President	1-9
Kevin Nunez		General Manager	1-9
Dan Spitza		Vice President	1-9
Brian Froelich		Project Manager	4-9
Dan Broderick		Director of Pipeline Rehab	4-9
Chris Dietl		Project Manager	4-9

I, Daniel J. Spitza of, Achen-Gardner Construction, LLC an Arizona LLC, do hereby certify that the above is a true and correct.

\_\_\_\_\_  
 (Officer of LLC)  
Daniel J. Spitza / Vice President  
 \_\_\_\_\_  
 (Title)

State of ARIZONA  
 County of MARICOPA

This instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by Daniel J. Spitza  
 Print Name as signed above



\_\_\_\_\_  
 Notary Public  
11-11-16  
 \_\_\_\_\_  
 Commission Expiration Date



**ACHEN-GARDNER CONSTRUCTION, LLC**  
**CONTACT LIST**  
For  
**CITY OF PEORIA, ARIZONA**

**John Broderick**  
Field Operations Manager  
Office: 480-940-1300  
Cell: 602-376-6924

**Dan Broderick**  
Director of Pipeline Rehab  
Office: 480-940-1300  
Cell: 602-376-9434

**Brian Froelich**  
Project Manager  
Office: 480-940-1300  
Cell: 602-376-0103

**Mike Gewecke**  
Superintendent  
Office: 480-940-1300  
Cell: 602-370-2003

**Cesar Martinez**  
Safety Manager  
Office: 480-940-1300  
Cell: 602-376-1031

**Dan Spitz**  
Vice President  
Office: 480-940-1300  
Cell: 602-397-3658

**ACHEN-GARDNER CONSTRUCTION, LLC | [www.achen.com](http://www.achen.com)**

550 South 79th Street | Chandler, AZ 85228 | P: 480.940.1800 | P: 800.580.5548 | F: 480.940.4576

ARIZONA | COLORADO | NEW MEXICO | UTAH

AZ: ROC281746 A-, ROC281746 B-01, ROC281747 B-04 CO: 201Q1257887 NM: #365027 UT: ROC7850801-5501



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Arizona, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME	
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Phoenix Insurance Co.	25623-001
	INSURER B: Charter Oak Fire Insurance Co.	25815-001
	INSURER C: Travelers Casualty and Surety Company	19038-001
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21565952 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDT	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		DTC06C321481PHX13	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		DTB106C321481COF13	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in AZ) If (X), describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DTAUB6C32148113	12/31/2013	12/31/2014	WC STATU-TORY LIMIT <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: AGC #3365100

Achen-Gardner Construction, LLC, City of Peoria and Owner are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Peoria 9875 N 85th Avenue, 2nd Floor Peoria, AZ 85345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Meg Hen</i>

Call: 4404630 Tpl: 1745587 Cert: 21565952 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: 22014207

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Arizona, Inc.		NAMED INSURED Achen-Gardner Construction, LLC 550 South 79th Street Chandler, AZ 85226	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE  
Waiver of Subrogation applies in favor of Owner with respects to General Liability as required by  
written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, show drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

Any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. -

### DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement.

- A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured - Newly Acquired Or Formed Organizations
F. Who Is An Insured - Broadened Named Insured - Unnamed Subsidiaries
G. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured - Lessors Of Leased Equipment
I. Blanket Additional Insured - States Or Political Subdivisions - Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability - Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
(b) Not owned by any insured; and
(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A. BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions e. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION II - LIMITS OF INSURANCE.

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- a. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

POLICY NUMBER: DT-CO-60921481-PHX-13

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 01-10-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED PROJECT(S) ✓ GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Project(s):

"PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### Designated Project General Aggregate(s):

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION II), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C. regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION II), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

**COMMERCIAL GENERAL LIABILITY**

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:**
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.**





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 01**

**POLICY NUMBER: DTAUB6C32148113**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.**

**DATE OF ISSUE: 01-19-12**

**ST ASSIGN:**

POLICY NUMBER: DT-CO-6C321 481-PHX-13

GENERAL PURPOSE ENDORSEMENT ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTRY: - NOTICE OF  
CANCELLATION PROVIDED BY US  
IL T4 05

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT  
THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME  
AND ADDRESS OF SUCH PERSON OR ORGANIZATION AFTER THE FIRST NAMED INSURED  
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE"

ADDRESS:

"THE ADDRESS FOR SUCH PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST  
FROM YOU TO US"



POLICY NUMBER: DT-CO-6C321481-PHX-13

ISSUE DATE: 01-10-14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: 60

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of days Notice: 60

**PROVISIONS:**

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of **When We Do Not Renew (Nonrenewal)**, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state **When We Do Not Renew (Nonrenewal)** endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT B  
Award and Rate Sheet**

**P14-0062B - JOC for Wet Utility Pipeline Projects**  
**Company Name: Achen-Gardner Construction, LLC**

Date: 5/15/2014  
 Rev: 02

JOC Pricing Matrix	\$1.00 to \$100K	\$100K to \$250K	\$250K to \$500K	\$500K to \$1M	\$1M to \$2M	\$2M to \$3M
Indirect Cost of the Work						
GC Overhead	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
GC Profit	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	10.75%	10.70%	10.70%	10.70%	10.70%	10.65%
Insurance	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	30.47%	30.47%	28.47%	28.47%	26.47%	26.42%

### Achen-Gardner Contract Labor rates

***Labor Code	Description	Burdened Rate	Unit
	Chief of Estimating	\$83.05	MH
	Senior Estimator	\$78.90	MH
	Project Leader	\$83.05	MH
L1110100	PROJECT MANAGER	\$76.90	MH
L1110200	PROJECT SUPERINTENDENT	\$76.90	MH
L1110300	PROJECT ENGINEER	\$59.30	MH
L1110500	SPECIALTY/ASST. SUPER.	\$66.34	MH
L2200100	FOREMAN GRADING	\$57.18	MH
L2200110	GRADE CHECKER	\$39.51	MH
L2200210	BLADE OPERATOR	\$51.87	MH
L2200220	SCRAPER/OFF HWY OPERATOR	\$39.51	MH
L4200100	FOREMAN ASPHALT PATCH	\$58.48	MH
L7100100	FOREMAN UNDERGROUND	\$57.29	MH
L7100110	LEAD PIPE LAYER	\$35.77	MH
L7100120	BACKUP PIPE LAYER	\$30.07	MH
L7100210	EXCAVATOR OPERATOR	\$44.24	MH
L7100220	PIPE OPERATOR 2	\$39.61	MH
L7100230	PIPE OPERATOR 3	\$41.14	MH
L9200100	CONC MASON FOREMAN	\$58.48	MH
L9200110	CONCRETE FINISHER	\$34.32	MH
L9200210	CURB MACHINE OPERATOR	\$40.82	MH
L9500100	CARPENTER FOREMAN	\$58.48	MH
L9500110	JOURNEYMAN CARPENTER	\$33.28	MH
L9800120	GENERAL OPERATOR	\$36.45	MH
L9800600	CDL OPERATOR	\$31.87	MH
L9800800	LUBE / FUEL CDL OPERATOR	\$38.88	MH
L9900110	SKILLED LABOR	\$31.81	MH
L9900120	GENERAL LABOR	\$29.25	MH

**Labor Rate Notes:**

**Project Leader** – We expect Dan Broderick to be primarily involved on global project oversight and individual JO development (i.e. Pre-Const/Design-Phase Services).

**Project Manager** – Brian Froelich will be involved in both JO development and individual JO construction phase management.

**Company Vehicles** – These rates include mobile phone, other communication devices, and mobile computer equipment and exclude company vehicle equipment. Vehicles will be included in cost estimates and charged where appropriate.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

The Arrowhead Effluent Reuse Distribution System pipeline (AERDS) conveys reclaimed water from the City's Arrowhead Ranch Wastewater Reclamation Facility to various irrigation facilities and lakes within the Arrowhead Ranch development. The project will construct a new 36-inch isolation valve and a 6-inch bypass/drain valve on the AERDS pipeline within a new precast concrete vault. These new facilities will increase maintenance efficiency by allowing the AERDS pipeline to be isolated for maintenance activities and will allow reclaimed water to be more efficiently directed to the city's Oasis Recharge Facility.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Time and Materials

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$            annually or \$465,425.65 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**





## Legislation Description

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**File #: 16-029, Version: 1**

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### **AUTHORIZATION TO ENTER INTO A GRANTOR AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR VENDING MACHINE OPERATIONS**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a grantor agreement with the Arizona Department of Economic Security for vending machine operations at various city facilities.

#### **Background**

The Arizona Department of Economic Security (ADES), Rehabilitation Services Administration, Business Enterprise Program has requested to increase vending machine operations at numerous city facilities. The City of Glendale is required to comply with this request as provided by Arizona Revised Statute §23-504. The agreement shall be effective until July 31, 2020, with an option to extend the agreement up to 10 additional years in five-year periods, upon mutual agreement and the execution of a written amendment.

#### **Analysis**

This agreement will provide 61 vending machines located at 25 locations throughout the city. Previous agreements with ADES were of a limited scope and necessitate a new agreement.

#### **Previous Related Council Action**

On June 11, 2013, Council approved an extension of an Intergovernmental Agreement (IGA) with the ADES for Vending Machine Operations at the Foothills Recreation and Aquatics Center (FRAC).

On June 10, 2008, Council approved the IGA with the ADES for Vending Machine Operations.

#### **Community Benefit/Public Involvement**

The ADES Business Enterprise Program provides the visually impaired the training and opportunity to participate in conducting vending businesses.

#### **Budget and Financial Impacts**

The budgetary impact to the City of Glendale will be minimal, as it will only consist of the electricity used by the vending machines. All proceeds from the sales of the vending products will go to the ADES Business Enterprise Program operator.

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

**GRANTOR AGREEMENT (GOVERNMENTAL ENTITIES)**

Grantor Agreement between the Arizona Department of Economic Security (“ADES” or the “Department”) and the City of Glendale (the “Grantor”).

WHEREAS, the Department is duly authorized to execute and administer contracts under A.R.S. § 41-1954 and Arizona Administrative Code, A.A.C. R6-4-302;

WHEREAS the Grantor has authority to enter into contracts pursuant to Glendale City Charter Article I, Section 3; and,

WHEREAS the Grantor is the owner or lessee of the property(ies) identified in this Agreement that will be granted free of charges to ADES/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) for the operation of a merchandising/vending business by a licensed blind person; and

THEREFORE, the Department and the Grantor agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF THE GRANTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE GRANTOR TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE  
CITY OF GLENDALE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Procurement Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADES Contract Number

\_\_\_\_\_

**1.0 ADES MISSION AND VISION STATEMENTS**

- 1.1 ADES Mission: ADES promotes the safety, well being, and self-sufficiency of children, adults, and families.
- 1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

**2.0 PARTIES**

- 2.1 This Agreement is between the Arizona Department of Economic Security (ADES)/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) and the City of Glendale (the "Grantor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home and community.
- 2.3 BEP, as part of RSA, licenses individuals who are legally blind (also known as BEP Operators) to operate food service businesses throughout the State of Arizona. In accordance with the Randolph-Sheppard Act (P.L. 93-516) as amended, BEP Operators have priority for merchandising business on Federal property. Per the Arizona Revised Statute A.R.S. §23-504, BEP Operators have priority for merchandising business on State, County, or other local government property. Business operations vary from small snack bars, vending machines to large cafeterias. BEP is responsible for identifying potential business opportunities at those facilities, negotiating agreements with the local government entities and private businesses, designing and equipping facilities, and providing initial stocks and supplies. The individual BEP Operators are not State of Arizona employees. RSA/BEP enters into an agreement with each BEP Operator.

**3.0 TERMS OF AGREEMENT**

**3.1 TERM.**

The term of this Agreement shall be effective on the date of last signature and shall end on July 31, 2020 and may, with mutual agreement of both parties, be extended for up to two (2) additional five year terms not to exceed fifteen years.

**3.2 TERMINATION**

- 3.2.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of the Agreement.
- 3.2.2 Each party shall have the right to terminate this Agreement by written notice to the other Party of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by written mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Any amendment, modification, or variation from the terms of the Agreement shall be in writing and signed by the authorized signatories of both parties.
- 4.3 Exceptions. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 4.3.1 Change of telephone number(s).
  - 4.3.2 Change in authorized signatory.
  - 4.3.3 Change in the name and/or address(es) of the person(s) to whom notices are to be sent.
  - 4.3.4 Changes to Attachment 1 which include, but are not limited to:
    - 1. Additions and deletions of locations on any property owned or leased by the Grantor. All such changes shall be reflected in a revised Attachment 1.
    - 2. Addition, replacement or removal of equipment or movement of equipment from one area of a location to another, as in movement of a vending machine from one floor to another. E-mail is the preferred method of updating Attachment 1.

## **5.0 PURPOSE OF AGREEMENT**

- 5.1 The purpose of this Agreement is to mutually agree upon the:
  - 5.1.1 Location(s) on the Grantor's property as stated in Attachment 1 that will be granted to RSA/BEP free of charges for operation of a merchandising/vending machine business; and to
  - 5.1.2 Identify and define roles and responsibilities of both Parties.

## **6.0 RESPONSIBILITIES**

- 6.1 RSA/BEP will:
  - 6.1.1 Assign a licensed BEP Operator to the agreed upon merchandising/vending business. RSA/BEP may replace the Operator under BEP Policy and A.A.C. R6-4 Article 3 as may be amended. If the services being provided by the BEP Operator are documented to be unsatisfactory RSA/BEP will appoint a qualified temporary BEP Operator and/or replacement BEP Operator.
  - 6.1.2 Assist the BEP Operator in establishing the merchandising/vending business, and furnishing and installing necessary equipment. There will be no charge to the Grantor for furnishing and installing the equipment.
  - 6.1.3 All equipment purchased by RSA/BEP will remain the property of ADES and will be marked with an ADES inventory tag.
  - 6.1.4 RSA/BEP will not add any vending machines without prior approval of the Grantor. Vending machine changes will be reflected in a revised Attachment 1.
  - 6.1.5 Obtain written consent from the Grantor prior to making any alterations, additions or improvements to any merchandising/vending locations under this Agreement.
    - 6.1.5.1 BEP may remove specific vending machines under this agreement, without terminating the agreement as a whole, by written notice to the Grantor at least thirty (30) days prior to the effective date of said removal if:
      - 1. Infrequency of purchases result in product and profitability loss, and/or
      - 2. Occurrences of vandalism make it impractical to maintain a machine at a particular location.
  - 6.1.6 Respond within forty-eight (48) hours of notification by the Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred.
  - 6.1.7 Correct any deficiencies in the observation or performance of any terms and conditions or provisions of this Agreement within thirty (30) days after receipt of written notice of the deficiency (ies). If more than thirty (30) days are reasonably required to cure the deficiency, (as per A.A.C. R6-4-315 and R6-4-325 as may be amended), then RSA/BEP will not be deemed to be in default if the cure was commenced within the thirty (30) day period and it is diligently pursued to its completion. Notwithstanding the foregoing, in the event the Grantor determines that performance under this Agreement by RSA/BEP or the BEP Operator constitutes a hazard to health or safety, the Grantor may require the immediate cure of the deficiency and in its sole discretion suspend operations at the facility until the cure is accomplished or terminate this Agreement.
  - 6.1.8 Make all reasonable efforts to repair defective equipment/vending machines. RSA/BEP will issue a request for repair service of equipment/machine within twenty-four (24) hours of detecting defect or upon receipt of a notice from the Grantor. If a licensed technician determines that the equipment/machine is unserviceable the BEP Manager or his/her delegate will make provisions for the machine replacement and/or disposal accordingly.
  - 6.1.9 Make all reasonable efforts that any RSA/BEP-owned vending machines/equipment is/are moved within ten (10) business days from the date of receipt of a written request from the Grantor. RSA/BEP assumes full responsibility for equipment and or its condition and the vending products within each machine if the Grantor be required to move the equipment on behalf of ADES/BEP due to the failure of BEP to move the specified equipment within the ten (10) day period after notice from the Grantor is received.
  - 6.1.10 Direct the BEP Operator to coordinate with the Grantor's designated representative concerning access to the facility and the security of the premises during and after regular business hours in relation to the merchandising/vending locations reflected under this Agreement. This will entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vendor machine services having routine access to the facility.
  - 6.1.11 Direct the BEP Operator provide services as follows:
    - 1. Operate those merchandising/vending services on the Grantor's premises stated in Attachment 1 of this Agreement.
    - 2. Comply with all Arizona Department of Health Services regulations, county health regulations and other regulations applicable to the operations of the merchandising/vending business.
    - 3. Comply with all statutes, rules, orders, codes, ordinances and regulations applicable to the operation of the business and the premises.
    - 4. Maintain insurance and other employee insurance policies as required by law and stated in the BEP Operator Agreement. The State of Arizona, ADES/RSA/BEP and the Grantor shall be named as additional insured on the liability insurance policy.
    - 5. Provide evidence of any security clearances if required in this Agreement.

6. Maintain the operation of the business during mutually agreed upon business hours as stated in Attachment 1.
7. Establish and maintain direct contact with the designated Grantor representative(s) in order to resolve operational issues or concerns.
8. Respond within forty-eight (48) hours of notification by the Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred. The BEP Operator shall also maintain direct contact with a designated Grantor Representative to resolve any operational issues or concerns.
9. Maintain all equipment in good working order, service them as needed, repair or replace all broken parts when applicable and maintain them in a clean, orderly and sanitary condition so as to not detract from or deteriorate building appearance.
10. Empty regularly all trash from each food service/vending location into receptacles as designated by the Grantor.
11. Pay for any long distance phone service accrued for each food service location if using phone service provided by the Grantor.
12. Confirm that weight on any floor at any site does not exceed the load limit established by the Grantor, if applicable.
13. Handle customer requests to replenish inventory, and make refunds for lost coins or unsatisfactory products in a prompt and courteous manner. Refund notice will be posted on each vending machine.
14. Provide vending services as follows:
  1. Price vending products in accordance with the average market value of the same or like products plus BEP markup. These items may include but are not limited to; hot beverages, cold drinks, candy, pastries, sandwiches/cold foods or frozen items, snacks, and other convenience items.
  2. Utilize popular brands of food and drinks and accommodate reasonable requests by the Grantor to stock specific products in vending equipment.
  3. Provide fresh products within the dates stamped on the package(s).
  4. Service and restock all vending equipment in accordance with the requirements listed in Attachment 1.
  5. Not use vending machines that dispense alcohol, tobacco products, or medications

6.2 The Grantor shall:

6.2.1 Provide and pay space and utilities (gas, water, sewer, electricity) or other assessment for the operation of the merchandising/vending business at no cost to RSA/BEP or the BEP Operator as follows:

1. Provide at least sixteen square feet (16 SF) for each vending machine.
2. Provide water and electricity if applicable and if reasonable to do so, to within three (3) feet of vending equipment in areas at locations identified in Attachment 1.
3. Install water line(s) prior to installation of vending equipment when applicable and reasonable to do so. Water Line shall have an appropriate size shut off valve with an appropriate size compression fitting on the end.
4. Provide electrical outlets that are a minimum of 15 Amp and at best, a dedicated circuit for each outlet with one outlet for each machine. Minimum of dedicated circuits is one for each compressor operated piece of equipment such as frozen food, hot beverages, cold food, and/or soda machines. Frozen food and hot beverage machines require not less than a 20 Amp dedicated circuit and a 5-20R electrical receptacle (NEMA configurations).
5. Provide receptacles for trash and or recyclable items.
6. Provide BEP Operators information regarding backup systems to support fire and security systems, and access to and out of rooms and buildings in the event of interruption of utilities. This includes information regarding evacuation plans for the assistance to the individuals with physical disabilities and the individuals who are blind.

6.2.2 Cooperate with and allow RSA/BEP to furnish and install equipment and/or services as deemed necessary for merchandising/vending business operation.

6.2.3 Furnish RSA/BEP any documents and information deemed necessary for successful business operation (e.g. floor plans, electrical plans, minutes related to the BEP Operations).

6.2.4 Provide access to the BEP Operator and its personnel during and after regular business hours as necessary. Access shall be mutually agreed upon and in writing. All security shall be the responsibility of the Grantor.

6.2.5 Allow the BEP Operator to have direct contact with the designated Grantor Representative.

6.2.6 Notify the RSA/BEP designated contact person and the BEP Operator if any concerns arise regarding food selection, inventory or other service issues in order to promote good customer service. Submit any request for changes in the merchandising/vending service products/inventory or hours in writing to the designated RSA/BEP contact person and/or the BEP Operator.

- 6.2.7 Notify the BEP Operator of events that may warrant replenishment of inventory outside of regular stocking schedule.
- 6.2.8 Notify the BEP Operator about any requirements concerning access to the facility and the security of the premises during regular business hours regarding the merchandising/vending locations under this Agreement. This shall entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vending machine service having routine access to the facility.
- 6.2.9 Not move or cause to be moved equipment/machines from their specified location(s).
  - 1. In the event that equipment/machines need to be moved either permanently or temporarily, the designated RSA/BEP contact person shall be notified in writing to move the machine or machines within ten (10) business days prior to date and time of required move in order for RSA/BEP to acquire a contractor to move the equipment.
  - 2. Except as provided in 6.2.9.1 above, in the event that vending machines/equipment is/are moved by or at the request of the Grantor, the Grantor shall accept full responsibility for all damage to equipment and product up to full replacement of equipment and or vending products resulting in loss. Damages to equipment will be assessed in writing by a licensed repair contractor, contracted by the RSA/BEP for purposes of assessing the cost of damage and or loss. Product loss assessment shall be accepted by the Grantor as cause for reimbursement when presented with an itemized list in writing by the BEP Operator and confirmed in writing by the BEP Manager or his/her delegate. The Grantor agrees to reimburse the vending equipment owner for damages of equipment and /or resulting product loss in accordance with this paragraph.
- 6.2.10 Respond to requests and or correspondence from RSA/BEP or BEP Operator not to exceed forty-eight (48) hours. Response by email is acceptable and preferred.
- 6.2.11 For cafeterias, notify annually RSA/BEP designated personnel about current population. Furthermore, if there is a reduction or increase in building population of more than 50 people, at any time, the Grantor shall notify RSA/BEP within ten (10) working days of the change.
- 6.2.12 Grant exclusive rights for food, snack and beverage sales to BEP at all locations cited in Attachment 1 of this Agreement.
  - 1. Food, snacks and/or beverages cannot be sold on the premises covered by the Grantor Agreement by anyone other than BEP.
  - 2. The only exception is periodic departmental sales for charitable donations.

**7.0 PAYMENT**

- 7.1 There will be no payment under this Agreement. The Grantor shall not charge any rent or other assessment for use or occupancy of the space granted for the operation of the merchandising/vending machine business by licensed blind persons.

**8.0 NOTICES**

- 8.1 All notices to the Grantor regarding this Agreement shall be sent to the following address:

Organization: City of Glendale  
 ATTN: **Deputy Public Works Director**  
 5850 West Glendale Avenue  
 Glendale, AZ 85301  
 Phone: 623-930-2613

Fax: N/A

- 8.2 All notices to the ADES/RSA/BEP regarding the merchandising/vending machine business under this Agreement shall be sent to the following addresses:

- 8.2.1 Rehabilitation Services Administration, Business Enterprise Program

ATTN: BEP Manager  
 3425 E. Van Buren, #102, Site Code 018D-4  
 Phoenix, Arizona 85008-6847  
 Phone: 602-.774-9100

Fax: 602-250-8584

- 8.2.2. Rehabilitation Services Administration

Attention: SBVI Manager  
 PO Box 6123, Site Code 930A  
 Phoenix, Arizona 85005-6123

- 8.3 The ADES and the Grantor will provide the contact person's name and email address to the other Party. Updates on this information may be provided by email to the other Party.

## **9.0 APPLICABLE LAW**

9.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Grantor shall maintain all applicable licenses and permit requirements.

## **10.0 ARBITRATION**

10.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

## **11.0 AUDIT**

11.1 In accordance with A.R.S. §35-214, the Grantor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantor shall produce the original of any or all such records.

## **12.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

12.1 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds.

## **13.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

13.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADES at the end of the period for which funds are available.

13.2 No liability shall accrue to ADES in the event this provision is exercised, and ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

## **14.0 CANCELLATION FOR CONFLICT OF INTEREST**

14.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

## **15.0 FORCE MAJEURE**

15.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

## **16.0 INDEMNIFICATION AND INSURANCE**

16.1 Each Party to this Agreement is responsible for its own negligence.

16.2 The Department will require that the BEP Operator:

16.2.1 Prior to the commencement of services, provides to the Grantor:

1. A copy of a valid insurance certificate as evidence of primary and non-contributory liability insurance, naming the State of Arizona/ADES and the Grantor as additional insured. The insurance certificate shall identify the Agreement number and provide for 30 days' advance notice of any material changes, cancellation, termination or expiration.
2. A copy of a valid worker's compensation certificate.

16.2.2 Maintains valid insurance and worker's compensation coverage.

## **17.0 NON-AVAILABILITY OF FUNDS**

17.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds



are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**18.0 NON-DISCRIMINATION**

18.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Grantor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Grantor shall comply with the Americans with Disabilities Act.

**19.0 ATTACHMENTS**

19.1 The following attachment is part of this Agreement:

1. Attachment 1 Merchandising/Vending Business Facility Location.

**MERCHANDISING/ VENDING BUSINESS  
FACILITY LOCATION**

Grantor Agreement Number	TBD
Grantor Name	City of Glendale
Facility Name	Various

Contact Person	Name	Phone Number
BEP Operator	Tim Mead	602-722-1933 (Cell)
BEP Manager	Jason Sauer	602-774-9100
Grantor Representative	?	

Location	Site Address	Snack	Cold Beverage	Hot Beverage	Combo Snack & Beverage	Cold Food	Frozen Food	Bill Changer	Micro Market	Cafeteria	Snack Bar / Grab & Go
Family ADVOCACY Center	4600 W. Glendale	1	1					0			
CHOLLA WATER	4805 W. Cholla Ave.	1	1								
FOOTHILLS ACQUATIC CENTER	5600 W. Union Hills Drive	2	2								
ADULT CENTER LOBBY	5970 N. Brown.	1	1								
CITY HALL	5850 W. Glendale	1	3	1		1	1				
MAIN LIBRARY	5959 W. Brown St.	1	2								
OPERATIONS CENTER	6210 W. Myrtle Ave.	1	2								
OPERATIONS CENTER LOUNGE	6210 W. Myrtle Ave.	1	2								
SANITATION Yard	6210 W. Myrtle Ave.	1	1								
TRANSIT BREAK OORM	6210 W. Myrtle Ave.	1	1								
POLICE FOOTHILLS	6255 W. Union Hills	1	2								
Police 83RD GATEWAY	6261 N. 83rd ave	1	1								
SINE BLDS	6829 N. 58th Dr.	1	1								
AIRPORT	6801 N. Glen Harbor Blvd.	1	2								
PUBLIC SAFETY 1ST FL	6835 N. 57th Ave.	1	2								

**MERCHANDISING/ VENDING BUSINESS  
FACILITY LOCATION**

Location	Site Address	Snack	Cold Beverage	Hot Beverage	Combo Snack & Beverage	Cold Food	Frozen Food	Bill Changer	Micro Market	Cafeteria	Snack Bar / Grab & Go
PUBLIC SAFETY 2ND FL	6835 N. 57th Ave.	1	1								
HOUSING	6842 N. 61st Ave.	1	1								
WATER OASIS	7070 W Northern Avenue	1	1								
WATER RECLAMATION ARROWHEAD RANCH	8180 W. Union Hills Dr		1								
RECYCLE PLANT	11480 W. Glendale Ave / 115 Ave	1	1								
FIREARMS TRAINING CENTER	11550 W. Glendale		1								
HOME LAND SECURITY LOBBY	11550 W. Glendale	1	1								
HOMELAND SECURITY 1 <sup>ST</sup> FL.	11550 W. Glendale	1	1								
LIBRARY FOOTHILLS	19055 N. 57 <sup>th</sup> Ave & Unionhills Dr	1	2								
WATER PYRAMID	28101 N. 63rd Ave.		1								
<b>Total Vending Machines:</b>	<b>61</b>	<b>23</b>	<b>35</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**SERVICE SUMMARY**

Vending Machine Replenishment Schedule: Minimum of once per week or more based on usage demands.

Hours of Operation – Various – Earliest 4:30 am to 5:30 pm.



## Legislation Description

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**File #:** 16-030, **Version:** 1

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### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH JOHNSON CONTROLS, INC., FOR BUILDING AUTOMATION SYSTEMS SERVICE, PARTS AND PROGRAMMING**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This request is for City Council to authorize the City Manager to enter into a Linking Agreement with Johnson Controls, Inc., for building automation systems service, parts and programming in an amount not to exceed \$350,000 for the full term of the Agreement.

#### **Background**

The agreement with Johnson Controls, Inc. will be utilized to install a building automation system at the Foothills Branch Library, replace a building automation system at the Adult Center, and to provide for the maintenance and repair of existing, or the installation of new, energy management systems at city facilities.

Maricopa County Office of Procurement Services awarded a contract (No. Serial 11008-S) to Johnson Controls, Inc. on April 13, 2011 effective until April 30, 2017. The Strategic Alliance for Volume Expenditures (SAVE) is a cooperative association of local municipalities, in which Glendale and Maricopa County are members.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

#### **Analysis**

On April 13, 2011, Johnson Controls Inc. was awarded a contract by Maricopa County Office of Procurement Services through a competitive bid process. Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement through Maricopa County Office of Procurement Services for products and services.

#### **Previous Related Council Action**

On January 12, 2016, Council approved a budget appropriation contingency transfer to capital projects building maintenance reserve fund for various critical and safety-related repair and replacement projects at

city facilities.

**Community Benefit/Public Involvement**

Maintaining the energy management systems of city facilities is necessary for the safety of employees and individuals who visit these public facilities.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2015-16 Public Works Operating and Capital Improvement Plan budgets. Expenditures with Johnson Controls, Inc. are not to exceed \$350,000 for the entire term of the agreement; contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$320,000</b>	<b>1000-81013-551000, Capital Projects, Building Maintenance Reserve</b>
<b>\$30,000</b>	<b>1000-13450-518200, Facilities Maintenance</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JOHNSON CONTROLS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Johnson Controls, Inc., a Wisconsin corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On April 13, 2011, under the Strategic Alliance for Volume Expenditures (S.A.V.E), the Maricopa County Office of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the Building Automation Systems Service Parts and Programming, Contract No. Serial 11008-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was April 13, 2011, until the date the contract expires on April 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended

beyond April 30, 2017. The period of this Agreement is the period from the Effective Date of this Agreement until April 30, 2017.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred fifty thousand dollars (\$350,000) annually or three hundred fifty thousand dollars (\$350,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Ron Gouger  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301  
623-930-2647  
and

Johnson Controls, Inc.  
c/o Gary H. Whetstone  
2032 West 4<sup>th</sup> Street  
Tempe, AZ 85281

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

"City"

City of Glendale, an Arizona  
municipal corporation

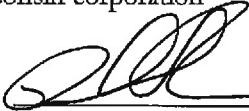
By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

"Contractor"

Johnson Controls, Inc.,  
a Wisconsin corporation

By:

  
Name: ~~Gary H. Whetstone~~ RICHARD C. SLACK  
Title: ~~Sr. Account Manager~~ BRANCH GENERAL MANAGER

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JOHNSON CONTROLS, INC.**

**EXHIBIT A**

Maricopa County Office of Procurement Services, Contract No. Serial 11008-S  
Building Automation Systems Service Parts and Programing

**SERIAL 11008 S BUILDING AUTOMATION SYSTEMS SERVICE PARTS AND PROGRAMMING**

**DATE OF LAST REVISION: May 28, 2015**

**CONTRACT END DATE: April 30, 2017**

**CONTRACT PERIOD THROUGH APRIL 30, 2014 2017**

**TO: All Departments**  
**FROM: Office of Procurement Services**  
**SUBJECT: Contract for BUILDING AUTOMATION SYSTEMS SERVICE PARTS AND PROGRAMMING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 13, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**DW/at**  
Attach

Copy to: Office of Procurement Services  
Don Jeffery, Facilities Management

**BUILDING AUTOMATION SYSTEMS SERVICE, PARTS AND PROGRAMMING**

1.0 INTENT:

Maricopa County is soliciting contractors to add a contractor to provide parts, service, and programming to support its TAC/CSI Building Automation Systems in county facilities. This contract may be awarded in full or in part based on the vendor's capability to support the automation systems in the county inventory.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.11 and 2.12, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF SERVICES:

2.1 AUTOMATION SYSTEMS SUPPORTED BY MARICOPA COUNTY:

2.1.1 Siemens: to include Insight software and Apogee and System 600 hardware

2.1.2 Johnson Controls: to include Metasys and Facility control hardware

2.1.3 TAC/CSI

2.1.4 Allerton: to include Envision Backtalk software and hardware

2.2 Service shall be all inclusive. The contractor shall be able to support all editions of the systems including BACNET communication interface system.

2.3 The contractor shall be able to provide upgrades to hardware and software to include custom programming if needed.

2.4 Contractor shall be certified by the manufacturer as an authorized service provider for the systems they would maintain. Proof of certification must accompany this bid package.

2.5 HOURS OF SERVICE:

2.5.1 REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

2.5.2 AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

2.5.3 SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

2.6 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, d.) programming and point to point check and e.) if applicable, sequence of operation is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90

days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.7 INVOICES AND PAYMENTS:

2.7.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

2.7.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.7.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

2.7.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.


2.8 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.9 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

- 2.10 FUEL COST PRICE ADJUSTMENT:
- 2.10.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.10.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.10.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.10.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.10.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.10.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.10.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.10.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.10.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 2.10.7.3 The surcharge shall be added as a separate line item to the invoice.

 2.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)


County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

 3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to remain in effect through the April 30<sup>th</sup> 2014.

3.2 OPTION TO RENEW:

 The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 **INSURANCE:**

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 **Commercial General Liability:**  
  
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.



3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by , or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County shall be responsible for approving all amendments for Maricopa County.

**3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

- 3.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**3.19 PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**3.20 AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.21 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

**3.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

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

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

- ~~3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~
- ~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 INFLUENCE

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

- 3.29.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**
- 3.29.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

3.30 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JOHNSON CONTROLS, INC.**

**EXHIBIT B**  
Award and Rate Sheet

**JOHNSON CONTROLS, INC., 407 SOUTH 17<sup>TH</sup> AVENUE, PHOENIX, AZ 85007**

COMPANY NAME:	<u>Johnson Controls, Inc.</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>407 South 17th Avenue Phoenix, AZ 85007</u>
REMIT TO ADDRESS:	<u>PO Box 730068 Dallas, TX 75373</u>
TELEPHONE NUMBER:	<u>602-254-1191</u>
FACSIMILE NUMBER:	<u>866-962-0128</u>
WEB SITE:	<u>www.johnsoncontrols.com</u>
REPRESENTATIVE NAME:	<u>Gary Whetstone</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>602-445-6761</u>
REPRESENTATIVE E-MAIL:	<u>Gary.H.Whetstone@jci.com</u>

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	5% OF TOTAL BID AMOUNT		

NET 30 DAYS

Hourly Labor Rate Per System Type				
Title	Regular Hours	After Hours	Sunday/Holiday Hours	Bidder Notes
Johnson Controls Equipment	\$152.00 <b>\$159.30</b> Effective 5/1/14	\$228.00 <b>\$238.94</b> Effective 5/1/14	\$304.00 <b>\$318.59</b> Effective 5/1/14	Includes trouble shooting, programming services related to Metasys Controls

Parts at Cost Plus or Minus %					
Title	Unit Price	Qty	UofM	Total Price	Bidder Notes
Parts at Cost Plus or Minus %	50.00%	1	each	50.00%	Parts and Software 50% off List Pricing (see example)

PRICING SHEET: NIGP CODE 91017

Vendor Number: 2011001105 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2014 2017.**

**Added 01/05/12**



BID DATE: 12-18-2015 LAST ADDENDUM: 9-04-15 Rev B  
PROJECT: Glendale Foothills Library NOTE(S):  
TO: Mr. Scott Cabral-City of Glendale

## JCI METASYS CONTROL SYSTEM

### General BAS Scope Notes:

1. Attached to City of Glendale JCI METASYS SYSTEM – The existing system is located in the main campus and we will provide JCI BACnet controllers with BACnet servers. JCI will provide compatible controllers and software for this project. It will also attach to the existing Metasys field controllers and the owners Metasys software.
2. **BACnet Compliance** – JCI conforms FULLY with a native BACnet BMS system as defined by ANSI/ASHRAE Standard 135-2001, BACnet. JCI DDC controllers are a programmable digital controller that communicates via BACnet Master-Slave/Token Passing (MS/TP) protocol. The controllers are “peer-to-peer” controllers that have the requested point counts for control of the system.
3. **Full BACnet Protocol Operator Workstation (1)** – Johnson Controls will program (1) EXISTING operator workstation for interface to the building controls. Workstation will include all system graphics, trending, tuning and standard functions as required. Using Internet Explorer this system is also a “web-site” base open protocol system.
  - o **The PC and DDCs shall communicate through dedicated communications network(s). All communications on network shall be by digital signals only. Operator’s workstation shall as a minimum support Point-to-Point (PTP) and Ethernet BACnet LAN types. It shall communicate directly via these BACnet LANs as a native BACnet device.**
4. **Dynamic HVAC Graphic System** – Johnson Controls will provide and install system graphics to include a floor plan and HVAC equipment graphics. These graphics will provide a view of all necessary points of the building. (CAD Drawings are required from the owner)
5. **Submittals and Shop Drawings** - Providing engineered submittals, installation, materials, and system validation.
6. **Remote Communications** – JCI will provide Internet technical support throughout the warranty period. JCI service and warranty will be able to provide offsite system support directly to the Facilities People.
7. **Plenum Cable Installation** – Johnson Controls has included pricing for plenum rated cable install for the entire system within code compliant areas.

8. **Commissioning**– Johnson Controls will provide dedicated time for start-up and commissioning of the system. Johnson Controls will offer complete commissioning. A complete verification of the functionality of the system shall also be performed for the owner's representatives.
9. **BACnet Supervisor Controller** - A new supervisory controller shall be provided and installed by Johnson Controls. This controller shall monitor the points for the cooling tower, pumps, temperature sensor and heat pump units.
10. **BACnet and Peer to Peer Field Controller** – Proposed field controllers with BACnet protocol shall be provided and installed by Johnson Controls. The field controllers are also peer to peer communication as required by specifications.
11. **Warranty - Installation:** The Control System shall be free from defects in installation workmanship for a period of one year from acceptance. The DDC Contractor shall, free of charge, correct any defects in workmanship within 48 Hours of notification in writing by the Owner.

### Project Specific Scope

1. **Chiller Water Plant** - Controls would include the following devices, isolation valves, temperature sensors, wells, and system pressure meter. Pipe penetration for installation of the devices shall be the responsibility of the mechanical contractor. Metasys will be connected to:
  - (1) Water Cooled Chillers, start\stop and alarm
  - (1) Cooling Towers
  - (2) Primary Chilled Water Pumps
  - (2) Secondary Chilled Water Pumps
  - (1) DP PSI Sensors (new sensors)
  - (6) Temperature Sensors
  - EMT conduit, cable, terminations, and factory DDC panel included.
  - Existing Valves shall be reused and will not be installed.
2. **Exhaust Fans (2)** – Johnson Controls will connect these fans to BAS system to include:
  - Fan Start Stop and Status
  - VFD Control for FCU Fans by JCI
  - Duct Static Pressures as required
  - Damper actuator (damper by others)
  - EF Flow switch shall be provided for proof of status

3. **VAV Air Handlers (2)** - Johnson Controls shall provide a new electronic controller The points are as follows:
- Supply Fan start\stop, VFD control, duct PSI Sensor and status.
  - Exhaust Fan start\stop, VFD control
  - Economizer Section Damper actuators
  - MA Temperature Sensor
  - Return Temp Sensor
  - Discharge Air Temperature
  - Cooling Valve, existing to remain and be reused.
  - Duct Humidity Sensor
  - Supply Air DP Duct Sensor
4. **SUPPLY VAV Terminal Unit W\Electric Reheat (39)** – Johnson Controls shall provide noted field devices, damper actuator, room sensor, reheat valve, cable, wire, software programming, check-out, engineering, and controllers for the operation of the VAV boxes. The controls shall be factory mounted by others.
- a. Space Temperature Sensor with Display and Set-Point Adjust
  - b. VAV box controller, cfm sensor, and discharge air temperature sensor.
  - c. **VAV Box Existing**
  - d. **CO2 Sensors Integral to each room sensor**
5. **DESKTOP Computer (1)** – JCI shall supply (1) new computer system to attached the new NAE-45 Controller for graphics and control of the system in the building.

**Clarifications for controls**

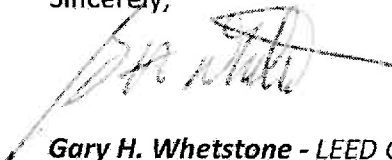
1. **Excluded:** Wire, terminations, or installation of **any smoke duct detectors or connection to life safety systems** or stairwell pressurization systems. Electrical contractor fire alarm contractor responsible for addressable hardware.
2. **Excluded:** All taxes, fees, permits and assessments related to this project.
3. **Excluded:** 3<sup>rd</sup> Party device hardware for BACnet integration.
4. **Excluded:** Holiday or Premium labor, all costs for bonds and permits, hazardous material identification, abatement or removal of same.
5. **Excluded:** Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
6. **Excluded:** Any floor plan graphics.
7. **Excluded:** Any duct mounted smoke detectors, installation, wiring, or connection to life safety systems. Existing wiring will remain as is.
8. **Excluded:** IT Ethernet drop to the operator workstation shall be by others.
9. It is assumed that all existing mechanical equipment including, but not inclusive of, boilers, pumps, VFD's, AHU's, HP's, EF's, all valves, all dampers, AFMS's and evaporative cooling is considered to be in good working order and repairs or replacements are not included in this proposal.

**Total Price (Less Taxes) .....\$132,400.00**  
*Equipment and services proposed above may be subject to sales or use tax rate of 8.3%, the sum of which is excluded from the pricing above. If exempt, please provide proper documentation with your purchase order.*

<b>AUTHORIZE</b>	Accepted for: _____	Submitted by: <b>Johnson Controls, Inc.</b>
	Accepted by: _____	Submitted by: Gary H. Whetstone
	Title: _____	Title: Sr. Account Manager
	Signature: _____	Signature: <i>GHW</i>
	Date: _____	Date: December 18, 2015

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, Johnson Controls, Inc. will accept your order subject only to the terms of the written contract between us under which your order is placed, subject to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. If no such contract exists, Johnson Controls, Inc. will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions. *This proposal offer expires 30 days from bid date above.*

Sincerely,



**Gary H. Whetstone - LEED Green Associate**®  
 Senior Account Manager, Projects/ Service & Controls: Arizona  
 Building Efficiency Group  
**Johnson Controls Inc.**  
 Cell: 602-550-1279  
 Office: 480-517-3543  
 Fax: 480-967-5213  
 Email: [gary.h.whetstone@jci.com](mailto:gary.h.whetstone@jci.com)

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

BID DATE: 12-18-2015  
PROJECT: Glendale Adult Center  
TO: Mr. Scott Cabral-City of Glendale

LAST ADDENDUM: 9-04-15 Rev B  
NOTE(S):

## JCI METASYS CONTROL SYSTEM

### General BAS Scope Notes:

1. Attached to City of Glendale JCI METASYS SYSTEM – The existing system is located in the main campus and we will provide JCI BACnet controllers with BACnet servers. JCI will provide compatible controllers and software for this project. It will also attach to the existing Metasys field controllers and the owners Metasys software.
2. **BACnet Compliance** – JCI conforms FULLY with a native BACnet BMS system as defined by ANSI/ASHRAE Standard 135-2001, BACnet. JCI DDC controllers are a programmable digital controller that communicates via BACnet Master-Slave/Token Passing (MS/TP) protocol. The controllers are “peer-to-peer” controllers that have the requested point counts for control of the system.
3. **Full BACnet Protocol Operator Workstation (1)** – Johnson Controls will program (1) EXISTING operator workstation for interface to the building controls. Workstation will include all graphics, trending, tuning and standard functions as required. Using Internet Explorer this system is also a “web-site” base open protocol system.
  - **The PC and DDCs shall communicate through dedicated communications network(s). All communications on network shall be by digital signals only. Operator’s workstation shall as a minimum support Point-to-Point (PTP) and Ethernet BACnet LAN types. It shall communicate directly via these BACnet LANs as a native BACnet device.**
4. **Dynamic HVAC Graphic System** – Johnson Controls will provide and install a system graphics to include a floor plan and HVAC equipment graphics. These graphics will provide a view of all necessary points of the building. (CAD Drawings are required from the owner).
5. **Submittals and Shop Drawings** - Providing engineered submittals, installation, materials, and system validation.
6. **Remote Communications** – JCI will provide Internet technical support throughout the warranty period. JCI service and warranty will be able to provide offsite system support directly to the Facilities People.
7. **Plenum Cable Installation** – Johnson Controls has included pricing for plenum rated cable install for the entire system within code compliant areas.

8. **Commissioning**– Johnson Controls will provide dedicated time for start-up and commissioning of the system. Johnson Controls will offer complete commissioning. A complete verification of the functionality of the system shall also be preformed for the owner’s representatives.
9. **BACnet Supervisor Controller** - A new supervisory controller shall be provided and installed by Johnson Controls. This controller shall monitor the points for the cooling tower, pumps, temperature sensor and heat pump units.
10. **BACnet and Peer to Peer Field Controller** – Proposed field controllers with BACnet protocol shall be provided and installed by Johnson Controls. The field controllers are also peer to peer communication as required by specifications.
11. **Warranty - Installation:** The Control System shall be free from defects in installation workmanship for a period of one year from acceptance. The DDC Contractor shall, free of charge, correct any defects in workmanship within 48 Hours of notification in writing by the Owner.

#### Project Specific Scope

1. **Chiller**– JCI to communicate directly to chiller BACnet communication panel for chiller
2. **Chiller Water Plant** - Controls would include the following devices, isolation valves, temperature sensors, wells, and system pressure meter. Pipe penetration for installation of the devices shall be the responsibility of the mechanical contractor. Metasys will be connected to:
  - (2) Water Cooled Chillers, start\stop and alarm
  - (2) Cooling Towers
  - (2) Primary Chilled Water Pumps
  - (2) Secondary Chilled Water Pumps
  - (1) DP PSI Sensors (new sensors)
  - (6) Temperature Sensors
  - Chiller Integration Points
  - EMT conduit, cable, terminations, and factory DDC panel included.
3. **Exhaust Fans (8)** – Johnson Controls will connect these fans to BAS system to include:
  - Fan Start Stop and Status
  - VFD Control for FCU Fans by JCI
  - Duct Static Pressures as required
  - Damper actuator (damper by others)
  - EF Flow switch shall be provided for proof of status

4. **VAV Air Handlers (2)** - Johnson Controls shall provide a new electronic controller The points are as follows:
  - Supply Fan start\stop, VFD control, duct PSI Sensor and status.
  - Exhaust Fan start\stop, VFD control
  - Economizer Section Damper actuators
  - MA Temperature Sensor
  - Return Temp Sensor
  - Discharge Air Temperature
  - Cooling Valve shall be re-used
  - Duct Humidity Sensor
  - Supply Air DP Duct Sensor
  
5. **CV Air Handlers (2)** - Johnson Controls shall provide a new electronic controller The points are as follows:
  - Supply Fan start\stop, VFD, duct PSI Sensor and status.
  - Exhaust Fan start\stop, VFD control
  - Economizer Section Damper actuators
  - MA Temperature Sensor
  - Return Temp Sensor
  - Discharge Air Temperature
  - Cooling Valve shall be reused
  - Duct Humidity Sensor
  - Supply Air DP Duct Sensor
  
6. **Fan Powered Supply Terminal Units With RH (33)** – Johnson Controls shall provide noted field devices:
  - VAV damper actuator
  - Room sensor
  - ~~Reheat valve (re-use existing)~~
  - Room PSI Sensor
  - Provide all cable, wire, software programming, check-out, engineering, and controllers for the operation of the VAV boxes.
  - The controls shall be mounted by JCI.
  - CO2 sensor
  
7. **Fan Coils (2)** – JCI shall supply controls for Fan Coil including all other control hardware\software.
  
8. **DESKTOP Computer (1)** – JCI shall supply (1) new computer system to attached the new NAE-45 Controller for system graphics and control of the system in the building.



**Clarifications for controls**

1. **Excluded:** Wire, terminations, or installation of any smoke duct detectors or connection to life safety systems or stairwell pressurization systems. Electrical contractor fire alarm contractor responsible for addressable hardware.
2. **Excluded:** All taxes, fees, bonds, permits and assessments related to this project.
3. **Excluded:** 3<sup>rd</sup> Party device hardware for BACnet integration.
4. **Excluded:** Holiday or Premium labor, all costs for bonds and permits, hazardous material identification, abatement or removal of same.
5. **Excluded:** Any/ all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
6. **Excluded:** Any floor plan graphics.
7. **Excluded:** Any duct mounted smoke detectors, installation, wiring or connection to life safety systems. Existing wiring to remain as is.
8. **Excluded:** IT Ethernet drop to the operator workstation shall be provided by others.
9. It is assumed that all existing mechanical equipment including, but not inclusive of, boilers, pumps, VFD's AHU's, HP's, EF's all valves, all dampers, AFMS's and evaporative cooling is considered to be in good working order and repairs or replacements are not included in the scope of this proposal.

**Total Price (Less Taxes) .....\$142,941.00**

*Equipment and services proposed above may be subject to sales or use tax rate of 8.3%, the sum of which is excluded from the pricing above. If exempt, please provide proper documentation with your purchase order.*

<b>AUTHORIZE</b>	Accepted for: _____	Submitted by: <b>Johnson Controls, Inc.</b>
	Accepted by: _____	Submitted by: Gary H. Whetstone
	Title: _____	Title: Sr. Account Manager
	Signature: _____	Signature: <i>GHW</i>
	Date: _____	Date: December 18, 2015

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, Johnson Controls, Inc. will accept your order subject only to the terms of the written contract between us under which your order is placed, subject to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. If no such contract exists, Johnson Controls, Inc. will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions. *This proposal offer expires 30 days from bid date above.*

Sincerely,

  
**Gary H. Whetstone** - LEED Green Associate<sup>®</sup>  
 Senior Account Manager, Projects/ Service & Controls: Arizona  
 Building Efficiency Group  
**Johnson Controls Inc.**  
 Cell: 602-550-1279  
 Office: 480-517-3543  
 Fax: 480-967-5213  
 Email: [gary.h.whetstone@jci.com](mailto:gary.h.whetstone@jci.com)

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



# PROPOSAL

Johnson Controls, Inc.  
2032 West 4<sup>th</sup> Street  
Tempe, Arizona 85281  
Tel. 480-517-3543  
Fax 480-967-5213

TO: **City of Glendale**  
6210 West Myrtle Avenue, Suite 111  
Glendale, AZ 85301-1700

Date: December 18, 2015

Attn: Mr. Scott Cabral/ Building Maintenance Crew Leader-  
HVAC/ Plumbing  
Site: Civic Center-Thermostat Wiring

**RE: Replace Thermostat wiring in Civic Center**

We propose to furnish the materials and/or perform the work described below with highly skilled labor and licensed control technicians.

**Johnson Controls Scope of Work:**

Replace all thermostat wiring in Civic Center  
Approx. half the units for meeting rooms will require ceiling removal/ replacement-included

**Exclusions:**

- Holiday or Premium Labor
- Permits or taxes
- If wall panels must be removed, additional charges would apply (do not believe this will be required)
- Man lifts if required to verify conditions

**Pricing:**

- Total price for above scope including use taxes:

\$14,030.00

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until February 18, 2016

\_\_\_\_\_  
City of Glendale

\_\_\_\_\_  
JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Signature

*GHW*

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: Gary H. Whetstone

Title: \_\_\_\_\_

Title: Sr. Account Manager/ December 18, 2015

Date: \_\_\_\_\_

Cell : 602.550.1279

Office: 480-517-3543

PROPSHORT

## TERMS AND CONDITIONS

By accepting this proposal. Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include buy not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (3) days after the appearance of discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser return the defective equipment to Johnson within thirty (3) days after appearance of discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner of other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(rev6/88)

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JOHNSON CONTROLS, INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Foothills Branch Library - Install a new energy management system, JCI Metasys Control System, including programming, remote communications, submittals, shop drawings, cable installation, comissioning, new controller, BACnet and peer to peer field controller.

Adult Center - Replace the energy management system, JCI Metasys Control System, including programming, remote communications, submittals, shop drawings, cable installation, comissioning, new controller, BACnet and peer to peer field controller.

Civic Center - Replace all thermostat wiring

Maintenance, repair, replace or upgrade of existing EMS systems on City of Glendale facilities on an as-needed basis

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JOHNSON CONTROLS, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is provided in Section 3 of the agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$350,000 annually or \$350,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Foothills Branch Library - Install a new energy management system - \$132,400

Adult Center - Replace the energy management system - \$142,941

Civic Center - Replace all thermostat wiring - \$14,030

Maintenance, repair, replace or upgrade of existing EMS systems on City of Glendale facilities on an as-needed basis - \$60,629



## Legislation Description

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**File #:** 16-031, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH TITAN MACHINERY INC., FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Titan Machinery Inc., for an increase in the amount of heavy duty truck and equipment repair, to an estimated \$80,000 annually, and in a total amount not exceed \$400,000 over the remaining term of the five year Agreement.

**Background**

Titan Machinery Inc. provides the repair of tractors used by the Sanitation Division of Public Works for loose trash pickup, and by the Water Services Department for waterline repair and maintenance. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

**Analysis**

On September 8, 2015, Council approved Linking Agreement C-10265 with Titan Machinery Inc. for the cooperative purchase of heavy duty truck and equipment repair in an amount not to exceed \$45,000 annually. This original agreement amount was not adequate to fund unanticipated repairs throughout the year. In order to meet the demand, a budget request of \$80,000 annually is necessary in order to maintain the level of repairs needed on heavy duty trucks and equipment.

**Previous Related Council Action**

On September 8, 2015 Council authorized entering into a Linking Agreement with Titan Machinery Inc. for the cooperative purchase of heavy duty truck and equipment repair in an amount not to exceed \$45,000 annually.

On June 24, 2014, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Titan Machinery, Inc. in an amount not to exceed \$45,000 annually.

**Community Benefit/Public Involvement**

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Titan are estimated to be \$80,000 annually, with a not to exceed amount of \$400,000 over the entire term of the contract; contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$80,000</b>	<b>2590-18300-518200, Fleet Management</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



AMENDMENT NO. 1  
TO  
LINKING AGREEMENT WITH  
TITAN MACHINERY, INC.  
(Maricopa County Contract No. 15021-C, Contract No. C-10265)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Titan Machinery Inc., a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Titan Machinery Inc. (“Contractor”) previously entered into a linking agreement, Contract No. C-10265, dated September 8, 2015 (“Agreement”); and
- B. The original Maricopa County Agreement No. 15021-C, had an initial one-year term beginning September 8, 2015 through July 31, 2016 with the option to extend an additional four (4) years in one-year increments; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work.** The scope of work is unchanged.
- 4. **Compensation.** Section 3 of the Linking Agreement is hereby modified and amended as follows:
  - B. The total price for supplies and/or services purchased under the agreement shall not exceed eighty-thousand dollars (\$80,000) annually or four hundred thousand dollars (\$400,000) for the entire term of the agreement.
- 5. **Insurance Certificate.** Current certificate will expire on August 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager


ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Titan Machinery, Inc.,  
a Delaware corporation

  
\_\_\_\_\_  
By: Kevin Smith

\_\_\_\_\_  
Its: Store Manager



## Legislation Description

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**File #:** 16-032, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH CUMMINS ROCKY MOUNTAIN, LLC FOR THE MAINTENANCE AND REPAIR OF EMERGENCY GENERATOR SYSTEMS**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Agreement with Cummins Rocky Mountain, LLC, to increase the amount of maintenance and repair of emergency generator systems at city facilities to an estimated \$137,004 annually, to renew for an additional year, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional two, one-year renewals, in an amount not to exceed \$411,012 over the remaining term of the agreement.

**Background**

Public Works staff currently test and maintain emergency generators at 21 locations throughout the city. Frequently, repairs are beyond their expertise, and outside vendors are needed to complete the work. Outsourcing the work to a vendor will allow staff to focus on areas of expertise and ensure the necessary maintenance, repair and continuous operation of this equipment at critical facilities.

Cummins Rocky Mountain, LLC currently provides this service for the Water Services Department and is willing to expand the contract to include the additional generators at other city facilities. This agreement is scheduled for renewal in February 2016.

**Analysis**

In 2014, the Materials Management Division issued an Invitation for Bid (IFB) for maintenance and repair services of emergency generators. Four qualified responses were received. Cummins Rocky Mountain, LLC submitted the lowest responsive, responsible bid and was selected as the provider. The city entered into a contract with Cummins for one year with the option to renew annually for up to four additional years.

Cummins Rocky Mountain, LLC has agreed to the same rates as the 2014 original agreement for these additional generators.

**Previous Related Council Action**

On February 10, 2015, City Council approved Amendment No. 1 to the Agreement to extend agreement terms and approve expenditure of funds for the maintenance and repair of emergency generator systems from Cummins Rocky Mountain, LLC.

On February 25, 2014, City Council approved the award of IFB 13-55 and authorized the city Manager to enter into an Agreement with Cummins Rocky Mountain, LLC for generator maintenance and repair.

**Community Benefit/Public Involvement**

Performing preventative maintenance and repairs to emergency generator systems ensures continuity of equipment performance at various city locations.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2015-16 operating budget. Expenditures with Cummins Rocky Mountain, LLC are estimated to be \$137,004 annually, with a not to exceed amount of \$411,002 for the entire term of the agreement; contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$137,004</b>	<b>Varies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from?

AMENDMENT NO. 2

AGREEMENT FOR GENERATOR MAINTENANCE  
(City of Glendale Solicitation No. IFB 13-55, Contract No. C-8817)

This Amendment No. 2 ("Amendment") to the Agreement for Generator Maintenance ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Rocky Mountain, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Cummins Rocky Mountain, LLC, ("Contractor") previously entered into an Agreement for Generator Maintenance, Contract No. C-8817, dated February 25, 2014 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning February 25, 2014 through February 24, 2015 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from February 25, 2015 through February 24, 2016; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended from February 25, 2016 through February 24, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work shall be amended to include additional locations, per Exhibit A.

4. **Compensation.** The compensation of the Agreement is amended and shall not exceed \$137,004.00 annually, at the unit prices given in Exhibit A.
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. **Insurance Certificate.** Current certificate will expire on December 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Cummins Rocky Mountain, LLC,  
a Colorado limited liability company

*R. Veatch*  
\_\_\_\_\_  
By: *Rebecca Veatch*  
Its: *Account Manager*







## Legislation Description

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**File #:** 16-041, **Version:** 1

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**AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE FY2014/2015 MILL AND OVERLAY PROJECT**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Contract Change Order No. 1 to the Construction Agreement with Combs Construction Company, Inc., for the FY2014/2015 Mill and Overlay project in an amount not to exceed \$1,233,801.29.

**Background**

The Mill and Overlay project (project number 141515) for the FY2014/2015 Pavement Management Program provides for approximately 15 miles of mill and overlay improvements on various arterial, collector and residential streets throughout the city. Specifically this project includes: mill and overlay treatment of existing roadway sections, sidewalk ramp improvements, utility adjustments, miscellaneous concrete repairs and thermoplastic restriping or repainting of pavement markings. This change order includes improvements on additional arterial streets within the original project area.

**Analysis**

On November 12, 2015, the City received the updated Roadway Network Analysis and Reassessment Report from the City's consultant, Infrastructure Management Services (IMS). Data within the report from IMS revealed deteriorating arterial roadways in north Glendale in close proximity to residential streets intended for mill and overlay within the current construction agreement for the mill and overlay project.

In order to better serve residents in the area, this change order redirects and increases the scope of work for the project to focus on deteriorating arterial streets. Several residential streets were removed from the contract and will be addressed through a slurry seal application in the fall of 2016.

**Previous Related Council Action**

On June 23, 2015, Council approved a construction agreement with Combs Construction Company, Inc. for the FY2014/2015 Mill and Overlay project in an amount not to exceed \$6,408,798.31.

**Community Benefit/Public Involvement**

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

**Budget and Financial Impacts**

Funds are available in the Fiscal Year 2016 capital improvement program for this change order agreement with Combs Construction Company, Inc., in an amount not to exceed \$1,233,801.29.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,233,801.29</b>	<b>2000-68917-550800, Pavement Management-HURF</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



# CITY OF GLENDALE, ARIZONA

## CONTRACT CHANGE ORDER

**Project Number:** 141515

**Change Order No:** 1

**Project:** Mill and Overlay, 2014/2015 Pavement Management Program

**Description of Change:**

1. On November 12, 2015, the city received the updated Roadway Network Analysis and Reassessment Report from the city's consultant, Infrastructure Management Services (IMS). Data within the report from IMS revealed failing arterial roadways in north Glendale in close proximity to residential streets intended for mill and overlay within the current construction agreement with Combs Construction Company for project 141515, FY 2014/2015 Pavement Management Program, Mill and Overlay.

In order to better serve residents in the area, this change order redirects the scope of work for project 141515, FY 2014/2015 Pavement Management Program, Mill and Overlay, to focus on arterial streets in lieu of the residential streets that were included in the original scope of work. Change order includes labor, equipment, materials, and all services required to make additions, deletions, and changes, including changes to quantities and/or prices.

**TOTAL AMOUNT OF CHANGE ORDER #1:** **\$1,233,801.29**

**COMPLETION DATE:**

Contract completion date prior to change order:	02/05/16
Change in contract time due to this change order:	60
New contract completion date:	04/05/16

**COST:**

Contract amount prior to this change order:	\$6,408,798.31
New increase (decrease), due to this change order:	\$1,233,801.29
New contract amount including this change order:	<b>\$7,642,599.60</b>

For Valuable Consideration, it is mutually agreed that the matter detailed above shall be done and payment made as shown herein on a Supplemental Agreement Change Order in accordance with the terms of the contract. For work being performed as a Supplemental Agreement Force Account Request, final payment shall be made as stipulated in the Standard Specifications and its supplements upon completion of said work.

**APPROVALS:**

**Project Eng/Manager**  
 City of Glendale  
 5850 W. Glendale Ave.  
 Glendale, AZ 85301

**Contractor:**  
 Combs Construction Company, Inc.  
 P.O. Box 10789  
 Phoenix AZ 85318

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Glendale:**

**City of Glendale:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kevin R. Phelps, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF GLENDALE, ARIZONA

CONTRACT CHANGE ORDER

Project Number: 141515

Change Order No: 01

Project: 2014/2015 PAVEMENT MANAGEMENT PROGRAM - MILL AND OVERLAY PHASE 1

Table with 3 columns: Item Number, Description, and Amount. Items 1-28 include Mobilization, Asphalt Milling, Base Preparation, and various pavement markings.

WORK SPECIFIC TO UNION HILLS DR, 59TH AVE, AND GREENWAY RD

Table with 3 columns: Item Number, Description, and Amount. Items 29-38 include Ramp Reconstruction, Bullnose Removal, and additional milling costs.

SUBTOTAL CHANGE ORDER #1 \$2,749,976.79

CHANGE ORDER SUMMARY table with 2 columns: Description and Amount. Totals include Total Cost of Additional Work, Total Remaining on Original Contract, and Total Cost of Change Order #1 with Contingency.



## Legislation Description

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**File #:** 16-050, **Version:** 1

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**RESOLUTION 5069: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR A GRANT PASS-THROUGH AGREEMENT RELATING TO TRANSIT SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 1 to an Intergovernmental Agreement (IGA) with the City of Phoenix extending the expiration date of Federal Transit Administration (FTA) Grant AZ-90-X114 for transit services.

### **Background**

In 2013, the City of Glendale secured FTA Grant AZ-90-X114 totaling \$756,886 to fund the replacement of two GUS buses, two Dial-A-Ride buses and transit vehicle maintenance expenses.

### **Analysis**

The two GUS buses and two Dial-A-Ride buses purchased with this grant were delivered in August and September 2014 and the city has received the reimbursement. The remaining grant funds in the amount of \$102,180 are to be used for transit vehicle maintenance. As the transit fleet has been updated with replacement buses over the past couple of years, annual maintenance costs have been reduced, thereby requiring an extension to this IGA in order to spend down the remaining grant funding.

This change order extends the expiration date of the IGA to March 31, 2017. It is estimated that the balance of this grant will be exhausted with Fiscal Year 2016 maintenance expenses, at which time this grant will be closed out.

### **Previous Related Council Action**

On May 14, 2013, Council adopted a resolution to enter into an IGA with the City of Phoenix for acceptance of this Federal Transit Administration grant.

### **Community Benefit/Public Involvement**

Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds provide transit vehicle maintenance expenses that ensure continued quality and reliable services.

**Budget and Financial Impacts**

There are no budget impacts.

RESOLUTION NO. 5069 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X114 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X114) relating to transit services on May 30, 2013 (C-8461); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to March 31, 2017.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 1 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-90-X114 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
1

Contract No.  
136175

Issued To: (Name of Contractor or Consultant)  
CITY OF GLENDALE

Date  
12/10/2015

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-90-X114

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

This change order extends the contract expiration period date to March 31, 2017.

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

ACCEPTANCE

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

FIRM: CITY OF GLENDALE

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ENDORSEMENTS

REQUESTED BY:

Stephanie Child  
Stephanie Child, Budget Analyst II

DATE

10/11/15

RECOMMENDED BY:

Kim Hayden  
Kim Hayden, Contracts Specialist - Ld.

DATE

12/14/15

PTD FISCAL SECTION REVIEW:

Kenneth Kessler  
Kenneth Kessler, Deputy Public Transit Director

DATE

12/11/15

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A  
Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE





## Legislation Description

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**File #:** 16-054, **Version:** 1

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**RESOLUTION 5070: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO EXTEND THE EXPIRATION DATE OF THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES AND TO RATIFY EXPENDITURES INCURRED**

Staff Contact: Erik Strunk, Director, Community Services

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment and extension of the FY 2013-2014, intergovernmental agreement (IGA) with the Maricopa Human Services Department as the lead agency for Maricopa HOME Consortium. The original FY 2013-2014 allocation was \$481,541. As of the effective date of this amendment, remaining HOME funds of \$198,067.34 are still available for expenditure. This is also a request for the City Council to ratify \$25,079.39 of funds expended since the effective date of this amendment, July 1, 2015, through the effective date of Council action.

**Background**

The Maricopa HOME Consortium was established in 1993 for the purpose of receiving HOME funds from HUD. Current consortium members include Maricopa County as the lead agency, the cities of Chandler, Glendale, Surprise, Avondale, Peoria, Scottsdale, Tempe, and the Town of Gilbert. Since Glendale first entered into an IGA with the Maricopa HOME Consortium in 1993, it has renewed the IGA every 3 years, which has resulted in the city receiving \$13,041,442 in HOME funds.

If approved, this IGA will allow Glendale to continue to provide housing rehabilitation services to Glendale homeowners and to partner with agencies such as Habitat for Humanity to address infill-housing issues in our neighborhoods.

**Analysis**

HOME funds are provided to help cities address identified community needs in the area of housing. Program regulations help direct the use of funds, which target families and individuals who are low-to-moderate income. The program has allowed the City to address specific affordable housing needs in the community and provide affordable homebuyer opportunities to low-to-moderate income families in our community.

**Previous Related Council Action**

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

renewal clause in the agreement, through July 1, 2012. In July 2011, and again in July 2014, the members of consortium decided once again to continue the IGA as written through the automatic renewal clause until July 1, 2018.

At the December 10, 2013 City Council meeting, Resolution 4753 was approved authorizing the City Manager to execute an IGA with the Maricopa County Human Services Department as lead agency for the Consortium, for the receipt and expenditure of \$481,541 in FY 2013-2014 HOME funds.

**Community Benefit/Public Involvement**

The objective of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for low-to-moderate income households. This program has supported numerous activities that have assisted hundreds of Glendale residents. This item was reviewed and approved by the Community Development Advisory Committee at its February 18, 2016 regular meeting.

**Budget and Financial Impacts**

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

The HOME program requires a 25% match from non-federal funds. For FY 15-16 HOME projects administered by the city, an annual match allocation of \$31,888 is budgeted in the Community Revitalization Division for this match. Outside agencies (i.e. - Habitat for Humanity) that apply and are awarded HOME funds through the annual City application and review process are required to provide their own 25% matching funds.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$481,541</b>	<b>1300-30001-518200, HOME Investment Partnership Program</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5070 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT CONCERNING THE CITY OF GLENDALE'S HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, concerning the City of Glendale's HOME Investment Partnership (HOME) Program to be effective as of July 1, 2013 (C-8745); and

WHEREAS, the City of Glendale and Maricopa County wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2017.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement with the Maricopa County Human Services Department concerning the City of Glendale's HOME Investment Partnership (HOME) Program be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE



Contract Amount: \$481,541
Contract Start Date: July 1, 2013
Contract Termination Date: June 30, 2017
Contract Number: C-22-14-044-3-00
Program Number: CM1303
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number:077523579

- I. The Parties entered in an Intergovernmental Agreement on December 11, 2013, effective date July 1, 2013 through June 30, 2015. The County provided the City \$481,541 HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD).
II. The Parties hereby desire to extend the expiration date of the agreement to June 30, 2017, retroactive to and effective on July 1, 2015. Extending the expiration date of the agreement will provide the City with additional time to complete the previously approved Work Statement. By doing so the parties also agree that all work performed or costs incurred or expended under the previously approved Work Statement remain reimbursable under the terms of the Agreement.
III. This agreement is subject to A.R.S. §38-511. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF GLENDALE

APPROVED BY:
MARICOPA COUNTY

\_\_\_\_\_

\_\_\_\_\_

Clint Hickman, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested To:

Attested To:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Fran McCarroll, Clerk of the Board

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

CITY OF GLENDALE

MARICOPA COUNTY

BY: \_\_\_\_\_
City Attorney

BY: \_\_\_\_\_
Deputy County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Legislation Description

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**File #:** 16-055, **Version:** 1

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**RESOLUTION 5071: AUTHORIZATION TO ACCEPT A GRANT FROM THE ARIZONA SPORTS AND TOURISM AUTHORITY TO PARTIALLY FUND THE CONSTRUCTION OF THE HEROES REGIONAL PARK ARCHERY RANGE AND REQUEST AUTHORIZATION FOR A BUDGET ADJUSTMENT TO THE DEVELOPMENT IMPACT FEE DEPARTMENT CONTINGENCY FOR THE CITY'S PORTION OF THE PROJECT**

Staff Contact: Erik Strunk, Director, Community Services

### Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept \$49,000 in grant funding from the Arizona Sports and Tourism Authority (AZSTA) to construct an archery range at Heroes Regional Park. Also, staff is requesting authorization for the budget adjustment in the amount of \$40,000 from Fund 1480 Development Impact Fee Department Contingency, for the City's portion of the project.

### Background

As indicated at the January 5, 2016 Council Workshop, it has been approximately 17 years since the City purchased 86 vacant acres for the construction of the Glendale Heroes Regional Park, which is located at 83rd Avenue and Bethany Home Road. Since then, a little over \$18.7 million has been invested by the City to construct community amenities such as two lighted basketball courts; two playground areas; a 720 person ramada complex; a skate park along with a 1,400 square foot building; an internal road system; restroom facilities and a splash pad. The development of the park also includes the site grading and installation of underground utilities on 20 acres planned for future park development. The remainder of the proposed park is undeveloped land. The Gateway Public Safety Facility was constructed in 2003 as part of the initial land acquisition.

The build-out of the remaining portions of the park - i.e. - construction of an urban lake system, a softball/baseball field complex, soccer fields, open green space, additional walking and riding paths, a recreation and aquatics center, and a western area branch library - have all been postponed indefinitely until such time the City has the financial capacity to move forward with them. The decision to defer these remaining projects has been made through previous discussions with the City Council at workshop and the City's budget planning processes. Even so, staff has endeavored to plan and/or obtain funding to further phase-in the various planned elements of the park, as appropriate. One of these items has been the possible construction of an archery range in the park site.

On October 15, 2013, March 18, 2014, and again on January 5, 2016, the City Council reviewed and discussed a Council Item of Interest regarding the possible construction of an archery range at the park. In doing so, it gave direction to move forward provided: a) there is community support for an archery range and non-City grant funds for its construction; b) the City partner with an "outside" group for its operation; c) that it be

temporary in nature and/or located in an area of the park where it would not significantly impact the future build-out of the park as designed; and, d) substantial progress be made in items a-c by July 2015.

Each of these elements has been completed or is currently underway. If approved, this grant from AZSTA in the amount of \$49,000 will provide sufficient funds to enable the City to move forward with the construction of an archery range at Heroes Regional Park.

### **Analysis**

It estimated that the archery range and related equipment will cost an estimated \$96,000 to construct. Of this amount, \$49,000 will come from the AZSTA grant; \$7,000 in grant funds from the Arizona Game and Fish Department; various community donations (i.e. - approximately 290 yards of decomposed pea gravel from Arizona Rock Products, target stands, etc.); \$40,000 in available park Development Impact Fees (DIF), and some in-kind work performed by the parks maintenance staff. Additional archery supplies and equipment grants (i.e. - targets, shooting mats, target stands, etc.) are currently under consideration by Easton Foundations and the Cabela's Outdoor Fund.

Once constructed, the archery range at Heroes Regional Park will consist of a 46,875 square foot improved area (125 by 375 feet) that will be used as a practice and competition site for potential area archers. It will include approximately 15 lanes, have controlled ingress/egress in the form of perimeter gate fencing, and will include a 5 by 125 foot earthen berm target backstop. It will be located in an undeveloped portion of the park, near the parking lot adjacent to the existing ramada area. When factoring this design, staff examined other regional archery ranges such as Utery Mountain Regional Park (Maricopa County), El Oso Park (City of Phoenix), Papago Park (City of Phoenix), and the Ben Avery Archery Range (Arizona Department of Game & Fish).

Construction of the archery range is scheduled to take place from March - June time frame of 2016. Later this year, it is the intent of the Community Services Department to identify and enter into an operating contract with a qualified firm through a competitive Request for Proposals process.

### **Community Benefit/Public Involvement**

Since receiving direction to move forward in 2013, several public meetings have been conducted, over 4,000 emails have been sent out, area residences have been notified, a special website has been activated, a public archery demonstration was conducted, and the project has been publicly discussed by the Parks and Recreation Advisory Commission several times. Public comments received to date have been supportive and the Community Services Department continues to update meeting attendees with the progress of the Heroes Regional Park Archery Range.

### **Budget and Financial Impacts**

The development of the archery range has multiple funding sources. The range will be partially funded through this grant from the Arizona Sports and Tourism Authority in the amount of \$49,000. The City also received a grant through the Arizona Game and Fish in the amount for \$7,000. The balance of the project will be funded through available development impact fees in the amount not to exceed \$40,000.

A new Capital Project is needed to complete the project in FY 16. Staff is requesting a budget adjustment in the amount of \$40,000 from Fund 1480 Development Impact Fee Department Contingency, for the City's portion of the project. The \$40,000 funding will be transferred to Fund 1480-72804-518200 Professional and Contractual. Ongoing costs will be minimal (estimated less than \$500 per year) and will be absorbed in the current Community Services Department budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$40,000</b>	<b>1480-72804-518200, Development Impact Fees</b>

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

RESOLUTION NO. 5071 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A YOUTH AND AMATEUR SPORTS FY 2016 BIENNIAL GRANT FUNDING AGREEMENT, WITH THE TOURISM AND SPORTS AND SPORTS AUTHORITY, DBA THE ARIZONA SPORTS AND TOURISM AUTHORITY, PERTAINING TO THE HEROES REGIONAL PARK ARCHERY RANGE PROJECT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Youth and Amateur Sports, FY 2016 Biennial Grant Funding Agreement, with the Tourism and Sports Authority dba the Arizona Sports and Tourism Authority, pertaining to the Heroes Regional Park Archery Range Project be entered into, which Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents to effectuate said Agreement and to do all such acts required to implement the purpose and intent of the Agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



YOUTH AND AMATEUR SPORTS

FY 2016 BIENNIAL GRANT FUNDING AGREEMENT

By and Between

TOURISM AND SPORTS AUTHORITY d/b/a  
THE ARIZONA SPORTS AND TOURISM AUTHORITY,

and

City of Glendale, Az

Pertaining To

Heroes Regional Park Archery Range

January 2016

THIS AGREEMENT (the "Agreement") is made to be effective as of the \_\_\_ day of \_\_\_\_\_, 2016 by and between City of Glendale, Az, a(n) Municipality (hereinafter called the "Recipient" or a "Party"), and the TOURISM AND SPORTS AUTHORITY d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY, existing pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district (hereinafter called the "Authority" or a "Party"). The Recipient and the Authority are sometimes hereinafter collectively called the "Parties".

## RECITALS

A. Pursuant to A.R.S. § 5-804, the Authority is authorized to enter into contracts and agreements as necessary to carry out the purposes and requirements of the Authority.

B. Pursuant to A.R.S § 5-809(A), the Authority is authorized to: (i) provide funds to acquire land or construct, finance, furnish, improve, market or promote the use of community youth and amateur sports facilities, recreational facilities and other community facilities or programs in Maricopa County; and (ii) do all things necessary or convenient to accomplish those purposes.

C. The Recipient has agreed to construct or build Heroes Regional Park Archery Range (hereinafter more particularly defined below as the "Project") to be used for community youth and amateur sports and recreation activities.

D. Pursuant to A.R.S. §5-809(B), the Board of Directors of the Authority (the "Authority Board") must require that the Recipient contribute to the development of the Project that amount that is equal to a minimum of one-half of the funds to be contributed, spent or distributed by the Authority with respect to the Project.

E. The Authority Board has determined that the Authority will, pursuant to this Agreement, provide partial funding for the Project.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as set forth in this Agreement:

## ARTICLE I DEFINITIONS

Section 1.1 The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- (a) "Act" means A.R.S. Title 5, Chapter 8, as amended.

(b) "Authority Contribution" means a maximum of \$49,000 based on the Project Costs. This represents approximately 66% of the total project costs of \$74,000 with the remaining balance to be provided by the Recipient (see Recipient Contribution) provided, however, that the total Authority Contribution shall not exceed the dollar amount equal to two thirds of the Project Costs (as defined in subsection (i) below). A reduction in the Project Costs will reduce the Authority Contribution on a pro-rata basis. An increase in the Project Costs will not increase the Authority Contribution but will be an obligation of the Recipient. MG (Grantee Initials)

(c) "Authority Representative" means the person or persons designated by the Authority to act on its behalf.

(d) "Contractor" means any person or entity entering into a Project Contract or other agreement associated with development of the Project.

(e) "Event of Default" means any one of the events described in Sections 9.1 and 9.2.

(f) "Project Scope" means the plans and specifications or other descriptions for the Project, as set forth on Exhibit A attached hereto and made a part hereof, together with such other plans and specifications or other descriptions which are hereafter prepared by and for the Recipient and approved by the Authority pursuant to Section 4.2(a) of this Agreement.

(g) "Project" means the project undertaken by the Recipient for or in connection with a youth and amateur sports and recreational facility consisting generally of an archery range at Heroes Regional Park, located at 83rd Avenue and Bethany Home Road. The proposed project would be constructed on a 1+ acre of an undeveloped portion of the park, adjacent to the east parking lot and the 900 seat ramada complex. The range would consist of a 125' by 375' fine graded area on which a traditional decomposed pea gravel surface would be placed. The range would include controlled ingress/egress in form of perimeter gate-fencing and would include a 5' by 125' earthen target backstop; various targets, spectator shade, storage; and spectator and participant seating. All as more particularly set forth and described in the Project Scope.

(h) "Project Contract" means any agreement or agreements for the design, development, acquisition, installation, implementation and construction of all or a substantial part of the Project by and between a Contractor and the Recipient.

(i) "Project Costs" means the total costs for development, design, survey, land acquisition, installation, construction, engineering, construction administration and expenses directly related to the Project, all as set forth on Exhibit B attached hereto and made a part hereof together with such costs as may result from a change of plans pursuant to Section 4.2 of this Agreement.

(j) "Project Start and Completion Dates" means the anticipated or, if known, actual start and completion dates for the Project.

(k) "Recipient Contribution" means the Project Costs less the Authority Contribution.

(l) "Recipient Representative" means the person or persons designated by the Recipient to act on its behalf.

(m) "YAS Account" means the youth and amateur sports facilities account created pursuant to A.R.S. § 5-838 and maintained by the Authority.

## ARTICLE II PURPOSE; EFFECTIVE DATE; TERM

Section 2.1 Purpose. The purpose of this Agreement is to provide for the following:

(a) The design, development, acquisition, installation, implementation and construction of the Project; and

(b) The respective rights and obligations of the Parties with respect to the Project.

Section 2.2 Effective Date; Term; Automatic Termination. This Agreement shall be in full force and effect upon the date hereof and shall continue in full force and effect and shall be binding on the Parties until completion of the Project. Provided further that, notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the rights and obligations of the Parties contained in Article 6 hereof shall survive termination of this Agreement.

Section 2.3 Notice of Award. The Recipient shall promptly notify the Authority in writing and provide written evidence of the award of the first Project Contract.

## ARTICLE III OBLIGATIONS OF THE PARTIES

Section 3.1 Recipient Contribution. The Recipient shall fully fund or cause to be funded the Recipient Contribution prior to the execution of this Agreement and prior to the actual expenditure of any funds or use of any in-kind contributions toward the Project and the Project Costs. The Recipient shall document and provide evidence as part of Exhibit C from all sources totaling the Recipient Contribution.

Section 3.2 Recipient Representative. The Recipient shall designate Michael Grgeory, Parks, Recreation and Neighborhood Services Administrator, Community Services Department, 5959 W. Brown Street, Glandale, AZ 85302 ([mgregory@glendaleaz.com](mailto:mgregory@glendaleaz.com)) as the Recipient Representative.

Section 3.3 Authority Contribution; Payments.

(a) From funds lawfully deposited or to be deposited in the YAS Account the Authority shall deliver the Authority Contribution to the Recipient on a pro-rata, reimbursement basis as expenditures for Project Costs are incurred. The Recipient, prior to delivery of funds by the Authority, shall present to the Authority's satisfaction sufficient documentary evidence of all expenditures requiring reimbursement. The Recipient shall use the form "Project Cost Reimbursement Request Form" (Exhibit E) to create the reimbursement request. This form may also be available for download at [www.az-sta.com](http://www.az-sta.com).

(b) The Authority Contribution is restricted shall not be used for expenditures related to fixed overhead/administrative expenses (e.g. salaries, rent, utilities, etc.), loans or endowments, conferences, individuals, golf tournaments or benefit tables, travel expenses outside of Maricopa

County, capital campaigns, funding to maintain the sustainability of an organization or program, or anything else deemed by the Authority, in its sole and absolute discretion, as not serving the youth and amateur sports community within Maricopa County.

(c) Except as otherwise provided herein, no obligation of the Authority under or arising out of this Agreement or any document executed by the Authority in connection with the Project shall impose, give rise to or be construed to authorize or permit a debt or pecuniary liability, or a charge against the general credit of the Authority. After the Authority has delivered to the Recipient the Authority Contribution as required by Section 3.3(a) above, the Authority shall have no further obligation to contribute to payment of the Project Costs. The Authority makes no representation or warranty express or implied that sufficient funds will be deposited into the YAS Account to fund the Authority Contribution or that the Authority Contribution, together with the Recipient Contribution, will be sufficient to pay the Project Costs.

(d) A reduction in the Project Costs shall proportionately reduce the Authority Contribution. An increase in the Project Costs shall not increase the Authority Contribution but will be an obligation of the Recipient who must provide evidence to the Authority that these funds have been secured prior to the work related to the increase being undertaken. MG (Grantee Initials).

Section 3.4 Authority Representative. The Authority shall designate Robin Lea-Amos, Grants Program Coordinator, as the Authority Representative. Her contact information is One Cardinals Drive, Glendale, AZ 85305 or robin@az-sta.com.

Section 3.5 Obligation of the Recipient to Complete the Project. The Recipient shall complete the Project in accordance with the Project Scope (as such Project Scope may be modified or amended pursuant to Section 4.2 hereof).

#### ARTICLE IV PROJECT COSTS AND PROJECT SCOPE

Section 4.1 Changes in Project Costs. Any increase in the Project Costs because of a change in Project Scope provided by Section 4.2 shall not increase the Authority's financial obligation beyond the Authority Contribution in any manner.

Section 4.2 Project Scope.

(a) Changes to Project Scope. Any Project Scope not finalized or completed as of the effective date hereof and, thereafter, any change in the Project Scope, shall be submitted, upon their completion, to the Authority for review and written approval of the Authority Representative. Notwithstanding the foregoing, minor changes to the Project Scope shall not be subject to approval of the Authority. Minor changes are defined as ten percent of the Project Costs or \$10,000, whichever is smaller.

(b) Changes to Project Start and Completion Dates. The project must be completed within 12 months of the funding agreement's execution unless otherwise agreed to by the Authority and documented in the funding agreement. Any change to the Project which will delay the Completion Date by more than thirty (30) days shall be submitted to the Authority for review and written

approval by the Authority Representative. Included in the extension request should be the revised projected completion date and explanation of delay. MG (Grantee Initials).

## ARTICLE V DEVELOPMENT OF THE PROJECT

Section 5.1 Development of the Project. The Recipient shall promptly commence and diligently pursue the Project to completion in accordance with the development schedule described to the Authority. The Recipient shall perform such duties as may be necessary to complete development of the Project pursuant to the Project Scope and in a good and workmanlike manner and all in full compliance with all applicable laws, zoning ordinances, municipal ordinances, regulation and orders of Federal, State, County, municipal and other local and regulatory authorities of every kind and with all covenants, conditions and restrictions affecting the Project.

Section 5.2 Acknowledgement of Authority Contribution. The Recipient will indicate or will cause to be indicated, on all construction and permanent signage at the Project, that the Authority has provided partial funding for construction of the Project.

Section 5.3 Owner's Policy. The Recipient shall maintain an "Owners and Contractors Protective Liability" insurance policy or some other appropriate insurance policy with a coverage amount equal to the full amount of the estimated Project Costs (the "Recipient's Policy"). The Authority shall be named as an additional insured under the Recipient's Policy. MG (Grantee Initials).

## ARTICLE VI MANAGEMENT, OPERATION AND MAINTENANCE

Section 6.1 Management, Operation and Maintenance by the Recipient. The Recipient, at its own cost and expense, shall manage, operate, maintain and insure the Project in a manner in compliance with law and good operating practices over the course of the useful life of the Project. This project is determined to have a minimum useful life of 10 years.

Section 6.2 Reimbursement of the Authority Contribution. If the Authority reasonably determines that the Recipient has not or is not able to maintain and preserve the Project so that the minimum useful life is achieved, the Authority has the right to be reimbursed, on a straight-line, pro-rata basis, for its Authority Contribution. The Authority must notify the Recipient in writing of its determination and its request for reimbursement. The Recipient will be granted up to sixty (60) days to remedy the situation after which the Authority will reasonably determine whether or not a remedy has been implemented or to require reimbursement. If reimbursement is required, the reimbursement amount will be calculated by the Authority as the Authority Contribution less the Authority Contribution divided by the minimum useful life in years times the number of actual years of useful life achieved (based on the Completion date of the Project). The Recipient shall deliver the reimbursement to the Authority within thirty (30) days of the Authority's final written decision to the Recipient.

Section 6.3 Maintenance of Required Insurance. The Recipient shall maintain insurance in an amount and with the terms and conditions sufficient to fully cover all losses related to the Project. The Recipient shall name the Authority as an additional insured for all such policies.

Section 6.4 Books and Records Maintained by the Recipient. Subject to applicable law, during development of the Project and for a period of five (5) years after completion of the Project, Recipient shall at all times keep accurate and complete books, records and accounts with respect to all of Recipient's activities related to the Project, such books, records and accounts to be maintained at Recipient's principal place of business. Subject to applicable laws, during development of the Project and for a period of five (5) years after completion of the Project, Authority, or any persons designated by it, shall have the right, without hindrance or delay, but only upon three (3) days prior written notice and during normal business hours, to inspect, audit, check and make extracts from the Recipient's books, records and accounts, including, without limitation, all journals, orders, receipts and any correspondence and other data relating to the books, records and accounts related to the Project as may be maintained, generated or stored; provided, however, that at any time after such five (5) year period the Authority requests reasonable access to the Recipient's books, records and accounts, the Recipient shall not deny the Authority reasonable access. Recipient hereby irrevocably authorizes any person, including, without limitation, any of Recipient's employees or agents, having possession or control of any such books, records and accounts to make them available for the Authority's inspection upon Authority's request or, at the option of the Authority, make any computer programs or mechanical devices or program related thereto and related to the Project available to the Authority.

Section 6.5 No Assignments or Changes in Use. The Recipient shall not sell, convey, transfer, assign, dispose of or further encumber the Project or any part thereof or any interest therein or enter into any lease covering all or any portion thereof or an undivided interest therein, either voluntarily, involuntarily or otherwise, or enter into an agreement or contract to do so that would materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement or operate and maintain the Project as a youth and amateur sports and recreational facility or that would materially affect the Authority's ability to exercise any of its rights set forth in this Agreement, without the prior consent of the Authority which consent shall be at the Authority's sole and absolute discretion. The Recipient shall give the Authority at least thirty (30) days prior written notice of any transaction that would require the consent of the Authority pursuant to this Section 6.4.

Section 6.6 No Liens on the Project. With the exception of liens which the Recipient is actively contesting or which allow periodic payments leading to their complete satisfaction so long as such payments are not in default, if any, the Recipient shall not create or place, permit to be created or placed or, through any act or failure to act, acquiesce in the creation or placing of, or allow to remain, any mortgage, lien (statutory, constitutional or contractual), pledge, security interest, encumbrance or charge or conditional sale or other title retention agreement on the property, either real or personal, comprising the Project other than liens, encumbrances or conveyances consented to by the Authority which consent shall be at the sole and absolute discretion of the Authority.

Section 6.7 Monitoring and Reporting Requirements. The Authority Representative, or a duly appointed agent of the Authority, shall monitor and inspect the progress of the Project during the course of development and construction as well as during the expected useful life of the Project.

(a) Monthly Report. The Recipient shall, during the course of development and construction and/or acquisition of the Project, provide the Authority with a monthly progress report.

The report shall be provided to the Authority by no later than the fifteenth of the following month. The Recipient shall use the Project Progress Reporting Form as defined in Exhibit D and may be made available through the Authority's website ([www.az-sta.com](http://www.az-sta.com)) in order to provide the Authority with Project progress information as defined in the template in addition to digital photographs. The Authority may withhold payment of reimbursement requests if complete and accurate Monthly Reports are not filed with the Authority as required. MG (Grantee Initials).

(b) Wrap-Up Report. The Recipient shall provide a final report using the Project Progress Reporting Form (Exhibit D) at the completion of the project. This report shall be provided to the Authority within thirty (30) days of the completion of the project and coincide with the final reimbursement request to the Authority.

(c) Sending the Monthly and Wrap-Up Reports. The monthly and wrap-up reports shall be transmitted electronically to the Authority along with applicable digital photographs to the following email address: [robin@az-sta.com](mailto:robin@az-sta.com), or to such other address as is proscribed by the Authority.

## ARTICLE VII WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 7.1 Representations, Warranties and Covenants by the Recipient. The undersigned, on behalf of the Recipient, but not individually, represents and warrants to, and covenants with, the Authority that:

(a) The Recipient is a(n) Municipality duly organized and existing under the laws of the State of Arizona, and has full legal right, power and authority to: (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) The Recipient's Board of Directors (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(c) This Agreement has been duly executed and delivered by the Recipient and is a legal, valid and binding agreement of the Recipient enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(d) To the knowledge of the Recipient, the consummation of the transactions contemplated in this Agreement does not conflict with or constitute a material breach of or material default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement;



(e) To the knowledge of the Recipient, the Recipient is not in material breach of or material default under any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a material breach of or a material default under any such agreement, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(f) To the knowledge of the Recipient, there are no events or conditions, either in any single case or in the aggregate, that materially adversely affect or in the future might materially affect the Recipient's condition, financial or otherwise, or materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement;

(g) The Recipient has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the Recipient of its obligations under this Agreement.

Section 7.2 Representations, Warranties and Covenants by the Authority. The undersigned, on behalf of the Authority but not individually, represents and warrants to, and covenants with, the Recipient as follows:

(a) Except as otherwise modified by the Act, the Authority is organized and existing under the laws of the State of Arizona as a corporate and political body having all the rights, powers and immunities of a municipal corporation, and has full legal right, power and authority to (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) Any and all hearings, ordinances and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted or granted and in the processing thereof all notice and hearing requirements under applicable law have been fully complied with, including, but not limited to, open meeting laws of the State of Arizona;

(c) The Authority Board (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(d) This Agreement has been duly executed and delivered by the Authority and is a legal, valid and binding agreement of the Authority enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(e) To the knowledge of the Authority, the consummation of the transactions contemplated in this Agreement will not conflict with or constitute a breach of or default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other

instrument to which the Authority is a party or may be otherwise subject, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement, any of the transactions contemplated by this Agreement;

(f) To the knowledge of the Authority, the Authority is not in material breach of or default under any such provision, and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a breach of or a default under any such provisions, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(g) To the knowledge of the Authority, there are no events or conditions that, either in any single case or in the aggregate, materially adversely affect or in the future might (so far as can reasonably be foreseen) materially affect the Authority's condition, financial or otherwise, or materially affect the Authority's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement;

(h) The Authority has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the Authority of its obligations under this Agreement.

#### ARTICLE VIII ASSIGNMENT

Section 8.1 This Agreement may not be assigned by the Authority or the Recipient without the prior written consent of the other Party.

#### ARTICLE IX EVENTS OF DEFAULT

Section 9.1 Recipient Events of Default. The following shall be "Events of Default" by the Recipient under this Agreement:

(a) If any warranty or representation of the Recipient herein contained shall prove to be false, misleading, untrue or incorrect in any material respect.

(b) If the Recipient breaches or defaults in the performance or observance of any material covenant, promise, undertaking or agreement contained in this Agreement and fails to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Recipient by the Authority of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Recipient as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.1(b) be longer than one hundred eighty (180) days from the Recipient's receipt of notice from the Authority.

(c) If the Recipient (i) files a voluntary petition in bankruptcy, (ii) fails to promptly lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files a petition applicable to the Recipient in any proceedings instituted under the provisions of the Federal Bankruptcy statute, as amended, or under any similar acts that may hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Recipient; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Recipient's property or assets; or if the Recipient has requested the appointment of such receiver, trustee or custodian; or if the Recipient is adjudged insolvent under any state insolvency law.

(d) If any suit or legal action materially affecting the Project, the construction of the Project or the operation and use of the Project is filed and the Recipient fails to take steps that the Authority, in its sole and absolute discretion, determines is satisfactory to defend or resolve such action within ninety (90) days after written notice to the Recipient by the Authority.

(e) If the Project shall be damaged or destroyed by fire or other casualty. However, this shall not be an Event of Default if the Recipient receives insurance proceeds or uses other funds sufficient to repair or restore the Project to its original condition and quality and the Recipient promptly repairs or restores the Project. In no event shall such repair or restoration commence later than sixty (60) days after receipt of said funds.

Section 9.2 Authority Events of Default. The following shall be "Events of Default" by the Authority under this Agreement:

(a) If any warranty or representation of the Authority herein contained shall prove to be false, misleading, untrue or incorrect in any material respect.

(b) If the Authority breaches or defaults in the performance or observance of any of its covenants, promises, undertakings or agreements contained in this Agreement or fails to perform any requirements under the Act necessary to the satisfaction of its requirements hereunder and shall fail to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Authority by the Recipient of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Recipient shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Authority, as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.4(b) be longer than one hundred eighty (180) days from the Authority's receipt of notice from the Recipient.

(c) If the Authority (i) files a voluntary petition in bankruptcy, (ii) fails promptly to lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files of a petition applicable to the Authority in any proceedings instituted under the provisions of the Federal Bankruptcy statutes, as amended, or under any similar acts that may

hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Authority; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Authority's property or assets; or if the Authority has requested the appointment of such receiver, trustee or custodian; or if the Authority is adjudged insolvent under any state insolvency law.

Section 9.3 Termination Related to Severed Provision. If any action, rule, law or decision of any legislative or administrative body or of any court should materially impair or materially and adversely affect the enforceability of any term or provision of this Agreement, the Authority and the Recipient shall take all steps necessary to contest the same and, if not successful in such contest, to extent permissible under applicable law, shall amend this Agreement to further the purpose and intent hereof.

## ARTICLE X MISCELLANEOUS

Section 10.1 Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by the other Party, such waiver shall be in writing and signed by an authorized representative of the Party granting the waiver and shall not be deemed to waive any other breach hereunder.

Section 10.2 Accuracy of Representations and Warranties. The Parties acknowledge that each and every representation and warranty in this Agreement shall be true and accurate as of the date of execution of this Agreement, shall constitute a material part of the consideration hereunder and shall survive the execution of this Agreement.

Section 10.3 Amendments. This Agreement may not be changed, modified or rescinded, except in writing, signed by the Parties hereto, and any attempt at oral modification of this Agreement shall be void.

### Section 10.4 Notices.

(a) The Authority and the Recipient shall notify each other in writing:

(i) Promptly of any claim, demand, action, or dispute that involves the rights, interests, properties or obligations of the Parties, particularly those which involves the interpretation of any of the provision of, or the rights of the Parties under, this Agreement or any other claim, demand, action or dispute that may, directly or indirectly, materially affect the Project.

(ii) Immediately of the attachment or seizure, by process of law or otherwise, the Project or any monies held by either Party for the purpose of funding the Project.

(b) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery

service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

As to the Authority: President, Chief Executive Officer  
Tourism and Sports Authority  
1 Cardinals Drive  
Glendale, Arizona 85305  
Attention: Thomas R. Sadler  
Facsimile: (623) 433.7510

With a copy to: General Counsel  
Tourism and Sports Authority  
c/o Fennemore Craig, P.C.  
3003 N. Central Avenue, Suite 2600  
Phoenix, Arizona 85012  
Attention: Sarah A. Strunk, Esq.  
Facsimile: (602) 916-5527

As to the Recipient: City of Glendale  
Parks and Recreation  
5959 West Brown St.  
Glendale, AZ 85302

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Section 10.5 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement.

Section 10.6 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

Section 10.7 Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

Section 10.8 Governing Law. This Agreement shall be construed in accordance with the law of the State of Arizona.

Section 10.9 Disadvantaged Business Entities. The Authority has a strong desire and interest in encouraging disadvantaged business enterprises in the same manner and respect as for the multipurpose facility as contemplated by A.R.S. §5-813. Therefore, the Authority strongly encourages the Recipient to consider implementing disadvantaged business enterprise participation goals for the design, engineering, construction and operation of the Project.

Section 10.10 Conflicts of Interest. The provisions of A.R.S. § 38-511 (cancellation of contracts with State or political subdivisions for conflict of interest) are applicable to this Agreement and the terms thereof are incorporated herein by this reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

"Recipient"

City of Glendale

By: \_\_\_\_\_

Name: Kevin R. Phelps

Title: City Manager

"Authority"

TOURISM AND SPORTS AUTHORITY  
d/b/a THE ARIZONA SPORTS AND  
TOURISM AUTHORITY

\_\_\_\_\_  
Name: Thomas R. Sadler

Title: President, Chief Executive Officer

APPROVED AS TO FORM AND IN  
ACCORDANCE WITH A.R.S. §11-952(D)

\_\_\_\_\_  
General Counsel

EXHIBIT A

PROJECT SCOPE

Must be completed by Grantee

Estimated Project start date: March 2016

Estimated completion date: June 2016

Description (scope) of Project: Construction on an archery range at Heroes Regional Park, located at 83<sup>rd</sup> Avenue and Bethany Home Road. The proposed scope of work to construct the one plus acre archery will include the following:

- a. Fine grading over one-acre of land
- b. 125' earthen berm backstop
- c. Decomposed granite surface
- d. Perimeter fencing with controlled ingress and egress
- e. Concrete walkways
- f. Drought tolerant landscape
- g. Spectator concrete plaza
- h. Spectator shade
- i. Spectator and participant seating



**EXHIBIT B**  
**PROJECT COSTS**  
Must be completed by Grantee

<b>Arizona Sports and Tourism Authority</b>							
<b>Budget Template for Biennial Grant Application - Facility Construction/Renovation and/or Equipment</b>							
<b>NAME OF ORGANIZATION</b>							
#	Project Item Description	Cost	Source of Funding - Applicant			AZSTA Funding	Total Funding
			Cash	In-Kind	Total		
	<b>Facility Construction/Renovation</b>						
	Land (____acres@\$/_____/ac)				\$ -	\$ -	\$ -
	<b>Infrastructure and Parking</b>						
	Water Line Infrastructure	5000		5000	5,000		5,000
	Hardscape	10000	5000		5,000	5,000	10,000
	Site utilities and storm drainage				-		-
					-		-
					-		-
					-		-
	<b>Subtotal:Infrastructure &amp; Parking</b>	<b>\$ 15,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 10,000</b>	<b>\$ 5,000</b>	<b>\$ 15,000</b>
	<b>Site Work/Landscaping/Irrigation</b>						
	Landscape Construction	5000			-	5000	5,000
	Earthwork	5000	4000	1000	5,000		5,000
	<b>Subtotal:Site Work/Landscaping/Irrigation</b>	<b>\$ 10,000</b>	<b>\$ 4,000</b>	<b>\$ 1,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 10,000</b>
	<b>Facility Construction/Renovation (hard costs)</b>						
	Shade Structure	15000			-	15,000	15,000
	Pea Gravel Surface	4000	4000		4,000		4,000
	Fencing	22000	6000		6,000	16,000	22,000
	<b>Subtotal:Facility Construction/Renovation (h</b>	<b>\$ 41,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 31,000</b>	<b>\$ 41,000</b>
	<b>Equipment</b>						
	Storage	4000			-	4,000	4,000
	Seating	4000			-	4,000	4,000
					-		-
	<b>Subtotal:Equipment</b>	<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>
	<b>Facility Construction/Renovation (soft costs)</b>						
	Architectural and engineering fees				-	-	-
	Project coordination/oversight services				-	-	-
	General conditions				-	-	-
	Permits & fees				-	-	-
	Construction contingency				-	-	-
	Owner contingency				-	-	-
	Insurance				-	-	-
	Performance and payment bond				-	-	-
	Contractor fee				-	-	-
	Testing and inspection				-	-	-
	Preconstruction services				-	-	-
	Taxes				-	-	-
	Other				-	-	-
	<b>Subtotal:Facility Construction/Renovation (s</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>PROJECT COST SUMMARY</b>						
	Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Infrastructure and Parking	15,000	5,000	5,000	10,000	5,000	15,000
	Site Work/Landscaping/Irrigation	10,000	4,000	1,000	5,000	5,000	10,000
	Facility Construction/Renovation (hard costs	41,000	10,000	-	10,000	31,000	41,000
	Equipment	8,000	-	-	-	8,000	8,000
	Facility Construction/Renovation (soft costs)	-	-	-	-	-	-
	<b>Total Project Cost</b>	<b>\$ 74,000</b>	<b>\$ 19,000</b>	<b>\$ 6,000</b>	<b>\$ 25,000</b>	<b>\$ 49,000</b>	<b>\$ 74,000</b>

*Maximum In-Kind Contribution Allowed \$ 6,250.00 (Lesser of 10% of Total Project or 25%*

EXHIBIT C

RECIPIENT CONTRIBUTION SOURCES

\$7,000 – AZ Game and Fish Grant

\$40,000 – Development Impact Fees

EXHIBIT D

SAMPLE PROGRESS REPORTING FORM

(can be downloaded at: <http://www.az-sta.com/>)



**ARIZONA SPORTS AND TOURISM AUTHORITY  
YOUTH AND AMATEUR SPORTS  
Project Progress Reporting Form**

**NOTE:** This report is to be submitted to the Arizona Sports and Tourism Authority by the **fifteenth** of each month during the project's implementation phase (please keep your report to a maximum of two pages). This report and related digital photographs are to be transmitted electronically to the following email address: [robin@az-sta.com](mailto:robin@az-sta.com)

*If you have questions about the use of this form, please email Robin Lea-Amos at [robin@az-sta.com](mailto:robin@az-sta.com). A current Project Progress Report must be submitted to the Authority prior to a Project Cost Reimbursement being fulfilled by AZSTA.*

Organization Name:	
Person Submitting the Report:	
Program Name and Brief Description:	
Period being Reported on:	
Program Start Date:	
Program Completion Date:	
Total Program \$ Value:	
Program \$ Value Completed:	
% of Program Value Completed:	
Describe the work that was completed/implemented during the reporting period:	
At project completion please describe how successful the project was in meeting the goals and objectives stated in the original grant application:	
Other comments:	
# of Photographs Submitted:	
Subject Matter of Photographs:	



# AZSTA Grant Materials



**ARCHERY RANGE**  
GLENDALE, ARIZONA

**CONCEPT DESIGN**  
DECEMBER 2015

Kimley»Horn



**ARCHERY RANGE**  
GLENDALE, ARIZONA

**CONCEPT DESIGN**  
DECEMBER 2015

# Mesa school, Glendale park, Boys and Girls Club among Maricopa County grant winners



Paul Giblin, The Republic | azcentral.com 6:21 p.m. MST December 3, 2015

*Grants will help fund projects like an archery range at Glendale Heroes Regional Park, a new gym for Boys & Girls Clubs of Metro Phoenix*



(Photo: azcentral)

The Arizona Sports and Tourism Authority awarded \$1.47 million to 17 organizations that promote youth and amateur sports programs in Maricopa County.

The authority's board members voted on the grants in October and announced them Thursday. The funds will be distributed once the projects are underway or completed, said authority spokesman Andrew Bagnato.

The grants will help fund an array of projects, including an archery range at Glendale Heroes Regional Park, a new gymnasium for the Boys & Girls Clubs of Metropolitan Phoenix and a renovated baseball playing surface for special-needs children at Miracle League of Arizona's Ballpark in Scottsdale.

The voter-approved authority owns and operates University of Phoenix Stadium and funds tourism promotion, construction and renovation of Cactus League spring training baseball facilities, and youth and amateur sports projects and programs throughout the county.

Since the authority's inception in 2001, it has distributed more than \$16 million to help pay for more than 245 projects across the country through its Youth & Amateur Sports grants program.

"These grants have made a difference in the lives of Arizonans and we are pleased to fulfill the intent of our enabling legislation," authority board Chairman David Eberhart said in a statement.

Grant recipients demonstrated financial need, leveraged funding, community partnerships and a benefit to a local community within the country, according to the authority.

The 2015 grant awardees:

Arete Preparatory Academy, Mesa, \$75,299.

Arizona Recreation Center for the Handicapped, Phoenix, \$84,900.

Brunson-Lee Elementary School, Phoenix, \$109,635.

Boys & Girls Club of Metropolitan Phoenix, Phoenix, \$250,000.

Town of Fountain Hills, \$211,200.

Town of Gila Bend, \$50,000.

City of Glendale, \$49,000.

Hunkapi Programs, Scottsdale, \$6,627.

ICAN, Chandler, \$64,000.

Miracle League of Arizona, Scottsdale, \$79,020.

Nadaburg School District, Whittman and Surprise, \$30,415.

One Step Beyond, Peoria and Surprise, \$27,470.

Paradise Schools, Surprise, \$50,794.



Trivium Preparatory Academy, Goodyear, \$70,200.

Upward Foundation, Phoenix, \$250,000.

Valley of the Sun YMCA, various locations, \$42,951.

Veritas Preparatory Academy, Phoenix, \$20,563.

**About Arizona Sports and Tourism Authority:** Formed as a result of voter approval of Proposition 302 in November 2000. Contact the Arizona Sports and Tourism Authority at 623-433-7500 or visit [www.az-sta.com](http://www.az-sta.com).



# GLENDALE REPUBLIC

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## ARCHERY CATCHES FIRE IN VALLEY

Thanks to pop-culture inspirations such as Katniss from “The Hunger Games,” Valley archery clubs see their numbers soar.

**COMMUNITY LIVING**, Page 3

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**THINGS TO DO**, Page 2

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**THINGS TO DO**, Page 9

Twelve-year-old Haley Bakos prepares to shoot during archery class at Ben Avery Shooting Facility. For her, taking aim and hitting a target is a rush.

JESSIE WARDARSKI/THE REPUBLIC

# Interest in archery soars in the Valley

SONJA HALLER

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Katniss. Hawkeye. Merida. Legolas.

These fictional pop-culture icons of archery brought Haley, Ella, Carsten, and Jaci to an airplane-like hangar in Phoenix on a recent Friday night.

Coaches in orange shirts stand behind the young archery students, adjusting stance and aim technique, as Desert Sky Archers president Rick Bachman looks on.

"We've grown 300 percent in terms of growth in the target arena," Bachman said.

Valley archery clubs have seen the largest increase in their history in youth participation, particularly among young girls, in the past three to five years.

Desert Sky Archers is a non-profit organization focused on "teaching, training and promoting archery" and operates out of the Ben Avery Shooting Facility. Several years ago, the club had been offering eight-week classes for eight to 10 beginners but, due to demand, had to switch to six-week sessions for up to 24 students.

It doesn't take a lot of guesswork to figure out why.

"Right after the Hunger Games hit," Bachman said, "things started to change."

The hangar is quiet except for a series of whistle blasts to signal when to walk to the starting line, when to shoot and when to retrieve arrows.

After gathering the last of her arrows, 12-year-old Haley Bakos said she was captivated by cartoon-to-big screen archer heroes. They are graceful, she said; they are fierce. For her, taking aim and hitting a target is a rush.

"I get excited when I shoot," Haley said.

Her father got both her and her 10-year-old sister bows and arrows for Christmas, which Haley called, "a dream come true." Coaches advise not to purchase a bow until after a few classes to determine if they like the sport and to figure out which kind of bow works best for them. Archery coaches estimate the start-up cost of buying bows and arrows for beginners at \$250, and costs increase with a person's commitment.

But Glendale resident and father Aaron Bakos knew his girls would take to the sport. Haley and sister Allie, who also takes classes, skipped the beginners class after one lesson and moved up to the intermediate level.



PHOTOS BY JESSIE WARDARSKI/THE REPUBLIC

Shellsea Stalknegt and Elizabeth Livingston, students at Desert Sky Archers, practice at Ben Avery Shooting Facility in Phoenix. Valley archery clubs have seen the largest increase in their history in youth participation, particularly among young girls, in the past three to five years.

## Top pop-culture inspirations

- » Katniss Everdeen, "The Hunger Games"
- » Hawkeye, Marvel's "The Avengers"
- » Legolas, "Lord of the Rings"
- » Merida, "Brave"
- » Oliver Queen, CW's TV series, "Arrow"
- » Robin Hood
- » The Percy Jackson series

Bakos said that he didn't want his girls surfing Netflix movies during all their downtime and that he saw archery as more than target practice.

"I wanted something that would be applicable in life," he said. "Archery requires discipline and dexterity and focus. Some day, they'll need that."

Ella Serabeck, 11, thinks Haley already has that.

"You got mad skills, girl," she said to Haley after practice.



Coach Troy Morgan helps a student with her form during practice at Desert Sky Archers. The non-profit offers six-week courses.

Archery for Ella and Haley, both lean and slight, allows them to showcase an inner warrior.

Ella has never felt particularly suited to sports such as basketball, softball and soccer.

"Balls have a funny way of finding my face," said Ella, who became interested in archery after reading the "Percy Jackson" books.

Success in archery isn't dependent on size, muscle or bravado, said Mike Cullumber, president of Paseo Vista Archery Club, which teaches classes for the city of Chandler.

"In archery, it's all about commitment," Cullumber said. "If you have a great commitment and goal to do something, a dream you can work out, then you can do it. Anyone can do it. One of the top USA archers has no arm."

That archer, Valley resident Eric Bennett, placed fourth in the 2012 London Paralympic Games.

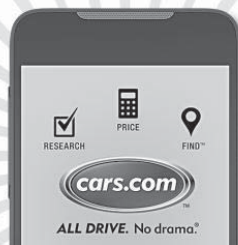
Cullumber estimates he has 70 percent females and 30 percent males in his beginning classes.

See ARCHERY, Page 4

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## Community News

Z18 | MIDWEEK, 04.22.15



JESSIE WARDARSKI/THE REPUBLIC

12-year-old Haley Bakos talks to her parents during archery practice at Ben Avery Shooting Facility. Haley said she was drawn to the sport because of cartoon-to-big screen archer heroes.

## Archery

Continued from Page 3

USA Archery, the sport's national governing body, reports that female memberships in affiliate clubs are up 105 percent from the last year.

Between 2011 and 2014, youth memberships shot up 366 percent, Teresa Johnson, public-relations consultant for USA Archery, said. Archery clubs require participants to be 8 and older.

The sport, with principles virtually the same as they were a thousand years ago, also seems to have caught the attention of spectators recently. NBC Sports Group reported in 2012 that, during the first few days of its Olympics coverage, archery was the most popular sport and averaged 1.5 million TV viewers.

"We knew the first day this is really cool," Jaci said. "We'll definitely keep coming back."

### Valley Archery Clubs

#### Arizona Archery Club and Pro Club

Range at 1115 W. Deer Valley Road, Phoenix. Offers: Ongoing 6-week beginning and intermediate classes, private lessons and coaching, parties and Junior Olympic Development training that allows younger archers to compete for a place on the U.S. Archery Youth team.

Contact: azarcheryclub.com

#### Desert Sky Archers

Range at Ben Avery Shooting Facility, 4044 W.

Black Canyon Blvd., Phoenix.

Offers: Six-week beginning and intermediate classes, youth and adult club nights, summer camps. Junior Olympic Archery Development training allows young archers to compete for a place on the U.S. World Archery Youth team and a chance to try out for the U.S. Olympic Archery team.

Contact: desertkyarchers.com.

#### Papago Archery Association

Range at the northwest corner of 64th Street and McDowell Road in Phoenix.

Offers: One-day introductory class through the Phoenix Parks & Recreation Department, three-day beginners course and Junior Olympic Archery Development training.

Contact: papagoarchery.com.

#### Paseo Vista Archery Club

Range at Paseo Vista Recreation Area, 3850 S. McQueen Rd., Chandler.

Offers: Six-week beginner and intermediate archery classes through the Chandler Parks and Recreation Department, private lessons with USA Archery instructors, Junior Olympic Archery Development training.

Contact: www.paseoarchery.org.

#### Archery Headquarters Academy

Range at 6401 W. Chandler Blvd., Chandler. Offers: Hour-long introduction class, six-week introduction to archery, intermediate and advanced classes, a summer camp and additional classes offered through the city of Tempe.

Contact: archeryacademy.com.

#### Corner Archery

Range at 5008 W. Northern Ave., Suite #8, Glendale.

Offers: Hour-long introduction class, basic and intermediate classes, advanced classes.

Contact: www.cornerarchery.com.

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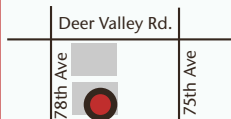
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## IS ARCHERY A SAFE SPORT? YES!

### WHAT RESEARCH REVEALS ABOUT THE SAFETY OF ARCHERY

Archery has been part of countless introductory programs including physical education in schools, summer camps, Scouts, 4-H Clubs and community recreational programs, to name a few. Throughout its long history in recreational sports, archery ranks as one of the safest activities offered in any organized group setting. Especially impressive is the fact that archery maintains a consistently high safety record despite the fact that participants range from grade-school children to senior citizens, many of whom have never before picked up a bow and arrow.

Archery has become increasingly popular in recent years as schools and recreational programs strive to find activities that appeal to families, both genders, and all age groups in a variety of group settings. Educators, group leaders and recreation instructors find archery is safe and easily learned. Beginners become proficient with minimal assistance, and they improve their skills quickly with practice.

As more administrators at schools, camps, clubs and recreational programs consider adding an archery program, safety questions often arise. This report addresses those concerns, and also compares archery's safety record with the safety record of many recreational activities that regularly draw more experienced participants.

"We implemented archery in schools across Kentucky in 2002, and because we emphasized safety with our students, conducted training for all teachers, and adhered to standard procedures, we have had a remarkable safety record. Vigilant school districts are always concerned about liability issues, especially with sports and recreational activities, and archery consistently proves itself one of the safest sports taught in our public schools' physical education programs."

Commissioner Gene Wilhoit  
Kentucky Department of Education



## SPORTS PARTICIPATION AND INJURY RATES

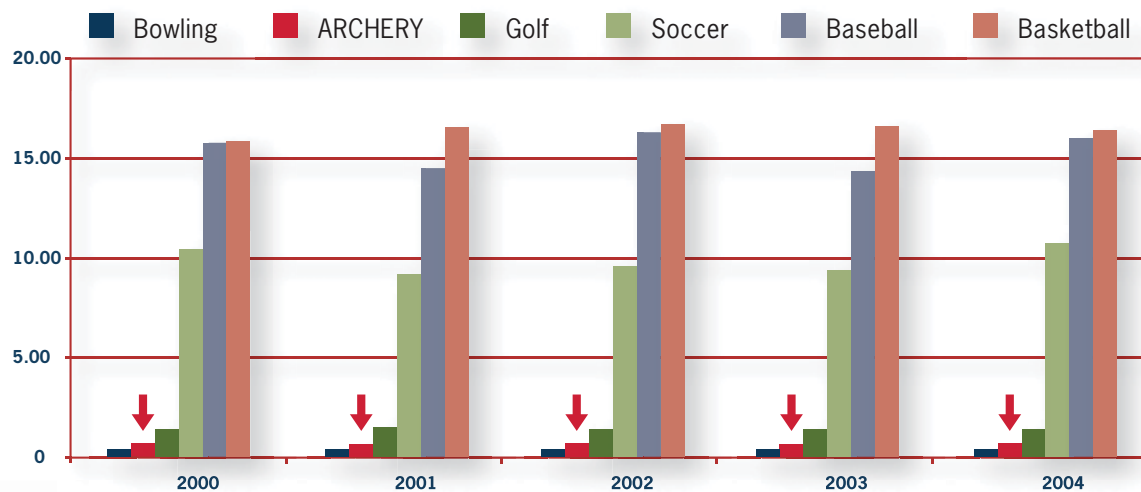
### COMPARISON OF SPORTS PARTICIPATION AND INJURY RATES

The U.S. Consumer Product Safety Commission (CPSC) operates the National Electronic Injury Surveillance System (NEISS)<sup>1</sup>, which is a database used to track hospital injuries for more than 15,000 kinds of consumer products used in sports and recreational activities in and around homes and schools. Data from the NEISS are a critical resource for consumer groups, manufacturing and industry organizations, the media, educators, researchers and attorneys. The data are also used by the Centers for Disease Control and Prevention which is one of the 13 major operating components of the Department of Health and Human Services, the principal agency in the United States government for protecting the health and safety of Americans. Organizations like the National Safety Council, a nonprofit, nongovernmental, international service organization also use the data from NEISS to compile its annual Injury Facts publication<sup>2</sup>.

We queried the NEISS database to determine the safety of archery compared to other sports. We compared this information to the data on participation obtained from SGMA International (SGMA)<sup>3</sup>, a global trade association of manufacturers, retailers and marketers in the sports products industry. The SGMA provides estimates of the number of participants in a number of sports and recreational activities, including archery, through an annual survey conducted for them by American Sports Data, Inc. Since SGMA only tracks participation for ages 6 and above, we queried the NEISS database for safety data for several sports beginning at age 6.

These data indicate that archery is one of the safest sports, with an injury rate of less than one incident per 1,000 participants, in 2004 (Table 1). Recreational activities like golf and fishing have an injury rate of up to 1.5 to 2 times the rate for archery (Figure 1). Common sports like soccer, baseball and basketball have injury rates 15 to 25 times that of archery (Figure 1). Because the National Safety Council cautions about calculating injury rates from these data, we presented the raw injury and participation numbers in the Sports Participation and Injury Table (Table 1) so you can judge for yourself.

Figure 1. Injury rates per 1000 participants in youth sports from 2000 through 2004.



## SPORTS PARTICIPATION AND INJURY RATES

"Archery is probably the safest thing we've done in our phys-ed classes. Not one person has been sent to the office for an injury. For most activities, we send down at least one student a day for a turned ankle, jammed finger or an elbow to the face. With archery, no one has ever been hurt. When you're playing football or basketball, and dealing with large and small kids or eighth-graders playing with sixth-graders, kids get hurt when running over each other. Archery is an individual sport, so you don't worry about someone's aggressive behavior."

Joey Chilton, Wellness Instructor  
East Hickman Middle School, Lyles, Tennessee

Table 1. Injury data for participants in youth sports in 2004.

	Actual Number of Cases <sup>a</sup>	Estimated Number of Cases <sup>b</sup>	Estimated Number of Participants <sup>c</sup>	Injury Rate per 1000 Participants <sup>d</sup>
Football	11,863	393,088	16,436,000	23.92
Basketball	15,963	557,815	34,223,000	16.30
Baseball	4,050	154,873	9,694,000	15.98
Wrestling	837	32,691	2,303,000	14.19
Soccer	4,819	171,276	15,900,000	10.77
Ice Hockey	548	20,211	1,998,000	10.12
Softball	2,634	112,656	16,324,000	6.90
Cheerleading	763	28,107	4,131,000	6.80
Gymnastics	967	30,820	5,273,000	5.84
Horseback Riding	1,670	74,842	14,695,000	5.09
Volleyball	1,350	55,824	22,216,000	2.51
Inline Skating	991	37,284	17,348,000	2.15
Ice Skating	570	19,589	14,692,000	1.33
Golf	770	33,100	25,723,000	1.29
Fishing	1,164	60,977	47,906,000	1.27
Tennis	508	21,219	18,346,000	1.16
<b>ARCHERY</b>	<b>82</b>	<b>4,373</b>	<b>6,756,000</b>	<b>0.65</b>
Bowling	382	16,405	53,603,000	0.31
Badminton	42	1,843	6,432,000	0.29
Table Tennis	37	1,347	14,286,000	0.09

<sup>a</sup> These data are from the National Electronic Injury Surveillance System and represents the hospitals which actually record the information.

<sup>b</sup> These data are from National Electronic Injury Surveillance System and represents estimated nationwide injuries based on samples.

<sup>c</sup> These data are from the Sporting Good Manufacturers Association International for ages 6 and older who have participated at least once per year.

<sup>d</sup> This rate was calculated by dividing the number of estimated cases by the number of participants and multiplied by 1000. The National Safety Council discourages this calculation because the frequency and duration of participation of each sport is not known.

# INSURANCE INDUSTRY SAFETY RATINGS

## SAFETY RATINGS FROM THE INSURANCE INDUSTRY

The safe record of archery is also recognized by the insurance industry. Based on evidence from injury reports, the standard general liability coverage maintained by most organizations has been determined sufficient for archery. In these situations, no additional policy amendments are needed when adding an archery program.

Insurance broker Francis L. Dean & Associates<sup>4</sup> rates archery in the same class as badminton, bowling, cross country, fencing, golf, handball, rowing, tennis and track when calculating policy premiums. Among the sports that require the highest insurance premiums for coverage by Francis L. Dean & Associates are basketball, cheerleading and volleyball.

### Archery Shooting Procedure

Beginning archers are taught to respond to whistle commands, much like other sporting activities. Participants are trained to move between stages in shooting by one, two or three whistle commands. In most situations, participants are placed into small groups to share equipment and so each individual can enjoy shooting safely.

Because of the highly organized and sequential nature of archery, the participants are never running, jumping, engaging in physical contact or trying to coordinate their physical activities as a team. Individuals, regardless of physical capabilities, sex, and age all participate on the same playing field and all respond to the same commands.

Archery teachers/instructors should be certified. For information on certification go to [www.archerysearch.com](http://www.archerysearch.com) or call 866-266-2776. Certification programs are scheduled to be sure every instructor is prepared to teach archery in schools, camps, recreation programs and other organization or group activities.

The progression in archery is to:



1 Start at the waiting line.



2 Proceed upon hearing two whistles to the shooting line.



3 One whistle is blown to indicate that shooting can begin in a sequence of steps.



4 Each step of the shooting sequence is triggered by a command from the instructor.



5 When each archer has shot their arrows and the range is clear, three whistles allow the archers to set their equipment aside.



6 After three whistles, the archers proceed to the target line, and score their arrows.

"The archery training our teachers received was so complete and well done that they were confident in their ability to teach it to students. Much of that's because of the emphasis on safety. Each student can be easily monitored to determine their effort, skills, technique and safe conduct. Teachers can address each student and provide individual feedback. The safety whistle codes make sense to students, and the good equipment and standardized training encourage safe participation."

Julia Jilek, Administrator

White Bear Lake Learning Center, White Bear Lake, Minnesota



## INSURANCE INDUSTRY SAFETY RATINGS

Sportscover<sup>5</sup>, an international insurance company that specializes in coverage for sporting activities, has developed a youth injury calculator that factors in age, sex, and fitness level for many sports. This calculator uses participation and injury data to estimate the potential probability of injury for individuals in specified age, sex and fitness categories. Sportscover is one of the world's leading sports insurance underwriters with over one million active sporting clients including players, administrators, coaches and officials.

For all ages, both sexes and for both unfit and fit participants, injury rates for archery were second only to fishing among 14 sporting activities (Table 2). The injury rates estimated for girls were about 80 percent of the rates for boys for all sports and across all age groupings. In addition, injury rates for unfit participants were about twice the injury rates for fit participants. Injury rates for archery averaged 5 to 20 times lower than for all other sporting activities including badminton, tennis, soccer and golf.

Table 2. Sportscover's estimated 2004 sports participation injury rates per 1,000 participants. The values shown are for unfit individuals. Youths rated as fit are injured half as often as unfit participants and that trend holds for all ages and sports.

	Unfit					
	0-10 Years Old		11-16 Years Old		17-20 Years Old	
	Female	Male	Female	Male	Female	Male
Ice Hockey	85.95	99.00	96.70	99.00	99.00	99.00
Football	64.19	80.20	72.22	90.30	80.24	99.00
Baseball	32.64	40.80	36.72	45.90	40.80	51.00
Golf	28.29	35.36	31.82	39.78	35.36	44.20
Inline Skating	21.76	27.20	24.48	30.60	27.20	34.00
Soccer	21.76	27.20	24.48	30.60	27.20	34.00
Tennis	19.58	24.48	22.03	27.54	24.48	30.60
Softball	18.49	23.10	20.81	26.00	23.12	28.90
Volleyball	17.41	21.80	19.58	24.50	21.76	27.20
Basketball	16.32	20.40	18.36	23.00	20.40	25.50
Badminton	13.06	16.32	14.69	18.36	16.32	20.40
<b>ARCHERY</b>	<b>4.35</b>	<b>5.44</b>	<b>4.90</b>	<b>6.12</b>	<b>5.44</b>	<b>6.80</b>

"Every kid learns something in archery, because those who dominate everyday physical education activities do not always dominate archery. Other kids get to feel what it's like to be the best at something, to feel like a superstar. It also teaches them about safety, and how unsafe habits can injure themselves or those around them. When this idea was first pitched to me I was a big skeptic. But after doing it for a year and taking a group to a contest, I'm a big fan."

Drew Heuertz, PE/Health Teacher  
East Jessamine Middle School, Nicholasville, Kentucky

## SPORTS INJURIES FOR SENIOR CITIZENS

### SPORTS INJURIES FOR SENIOR CITIZENS

Archery's safety record also stands out when analyzing sports-related injuries of senior citizens. In 1996, the U.S. Consumer Product Safety Commission<sup>6</sup> released a report on sports-related injuries for people ages 65 and older. The report lists the 13 sports and activities with the highest number of reported injuries, and archery did not make the list.

Table 3. Estimated sports-related injuries to persons 65 years or older for 1996. The list includes sports with 500 or more reported cases. NOTE: ARCHERY WAS NOT LISTED.

<b>Bicycling</b>	<b>11,002</b>
<b>Exercise Activity/Weightlifting</b>	<b>8,197</b>
<b>Golf &amp; Golf Carts</b>	<b>8,127</b>
<b>Snow Skiing</b>	<b>5,432</b>
<b>Fishing</b>	<b>5,268</b>
<b>Tennis</b>	<b>2,818</b>
<b>Swimming/Diving</b>	<b>2,623</b>
<b>Bowling</b>	<b>2,326</b>
<b>Skating</b>	<b>1,460</b>
<b>Baseball/Softball</b>	<b>1,364</b>
<b>All Terrain Vehicles</b>	<b>818</b>
<b>Horseback Riding</b>	<b>731</b>
<b>Basketball</b>	<b>532</b>
<b>TOTAL<sup>a</sup></b>	<b>53,003</b>

<sup>a</sup> The total includes all sports for which injuries were reported, including those with less than 500 cases which were not included in the list.



"Target archery is one of the safest sports for kids because the discipline involved teaches participants to be safe while having fun. My international experience with Olympic youth development programs has convinced me that certifying instructors – just like any other major recreational sport – is the key to everyone enjoying an archery shooting experience. We were so impressed with the discipline and responsibility taught as a part of archery that my entire family has been involved in the Chicagoland Junior Olympic Program for many years."

Mark Miller, Past President

USA Archery/International Archery Junior Development Chair, Naperville, Illinois

"Once people see how our archery class is conducted, they see it's very safe. Unlike most sports, archery offers a controlled environment. In comparison, when you put a ball in the air and get kids running, jumping and spinning around, almost anything can happen. You expect injuries, whether it's turned ankles, twisted knees or torn ligaments. It doesn't matter if you're talking about softball, badminton, football or basketball. Archery allows us to teach kids a safe, lifetime skill they can practice almost anywhere."

Dave Bagley, School Superintendent

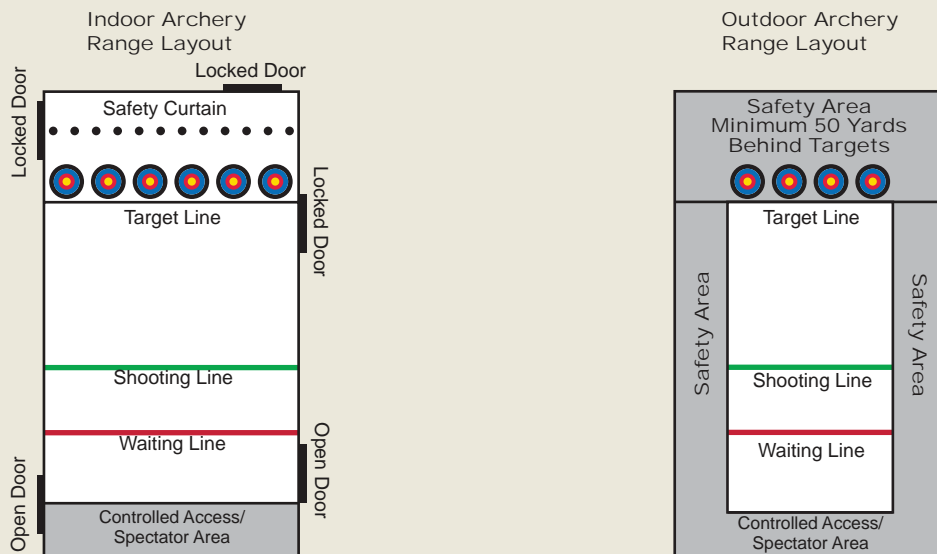
Antwerp Schools, Paulding County, Ohio

## ARCHERY RANGE LAYOUT

### Archery Range Layout

Archery is safe because, as a shooting sport, the field of play – or range – is designed with safety in mind.

- For indoor ranges, arrow safety curtains are hung no further than 3 feet behind the archery targets across the full length of the target line. No one is allowed behind the safety curtain while shooting is in progress. All doors in the general shooting area are closed and warning signs are posted outside the doors where archery practice is in progress. Doors behind the target line are locked or temporary barriers are used as a warning signal.
- For outdoor ranges, all shooting occurs away from any area where people might be. Signs and safety tape lines are used to keep people at a safe distance from the archers.
- A shooting line is established at least 10 to 20 feet in front of the targets. On outdoor ranges, archers may be as much as 15 to 20 yards in front of the targets. Archers are spaced about 6 feet apart on a shooting line when they are shooting.
- A waiting line is used for those archers waiting their turn to shoot. The waiting line is at least 10 feet behind the shooting line. The waiting line is usually where the equipment is held or set in safe, non-shooting positions. All archers stand along and behind this line while not shooting.
- A target line is set 3 feet from the front of the targets and is the distance from which archers score their arrows.



“The greatest safety consideration is setting up a safe range. By dividing the space into ‘shooting’ and ‘non-shooting’ areas, only instructors and student-archers get close to the firing line. No one can wander close to the shooters to distract them and create a potential safety problem. We make sure all entrances and exits behind the shooting line are closed and secured.”

Schlyer Jones, Public Relations Coordinator  
Board of Education, McCreary County, Ohio

# HOW TO START A SAFE ARCHERY PROGRAM

## HOW TO START A SAFE ARCHERY PROGRAM

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"I have been involved in youth archery programs since 1973 and have never had nor heard of any serious archery accident or injury. The most serious incidents we have had are string burns from kids who did not use arm guards or where an instructor simply failed to watch a new shooter closely. Where good, qualified adults are mixed with motivated kids who are willing and desiring to learn under sound standards of safety and range protocol, archery is extremely safe."

Ronald A. Howard Jr, PhD Professor and Extension Specialist - 4-H and Youth  
College Station, Texas

## REFERENCES

1. National Electronic Surveillance System  
US Consumer Product Safety Commission, Washington, D.C. 20207-0001  
(301) 504-7923, [www.cpsc.gov/library/neiss.html](http://www.cpsc.gov/library/neiss.html)
2. National Safety Council  
1121 Spring Lake Drive, Itasca, IL 60143-3201  
(630) 285-1121, [www.nsc.org](http://www.nsc.org)
3. SGMA International  
1150 17th Street North #850, Washington, D.C. 20036  
(202) 775-1762, [www.sgma.com](http://www.sgma.com)
4. Francis L. Dean & Associates  
1776 South Naperville Road, Bldg-B, P.O. Box 4200, Wheaton, IL 60189  
(800) 745-2409, [www.fdean.com](http://www.fdean.com)  
Ratings for youth sports are at [www.fdean.com/youth\\_sports\\_teams\\_insurance\\_rates.html](http://www.fdean.com/youth_sports_teams_insurance_rates.html)
5. Sportscover  
52-62 Stud Road, Bayswater, 3153 Melbourne, Australia  
61 3 9721 4700 [www.sportscover.com](http://www.sportscover.com)  
The injury calculator is at [www.sportscover.com/calculator.html](http://www.sportscover.com/calculator.html).
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Sports Related Injuries to Persons 65 Years of Age and Older. April 1998.  
By: Rutherford, George W., Jr. and Schroeder, Thomas J. 14pp.



## Legislation Description

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**File #: 16-047, Version: 1**

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**ORDINANCE 2975: REZONING (ZON) APPLICATION ZON15-10 (ORDINANCE): WESTGATE HEALTHCARE CAMPUS PLANNED AREA DEVELOPMENT - 10020 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)**

Staff Contact: Tabitha Perry, Assistant Planning Director

### **Purpose and Recommended Action**

This is a request by Burch & Cracchiolo, P.A, representing 101 W. Healthcare, LLC, to consider a rezoning application to rezone approximately 22 acres from PAD (Planned Area Development) and A-1 (Agricultural) to PAD for a project titled Westgate Healthcare Campus. Staff is requesting Council conduct a public hearing, consider the request by the applicant, and adopt an ordinance for ZON15-10, subject to three stipulations as presented and recommended for approval by the Planning Commission.

### **Background**

This site is currently vacant. St. Joseph's Westgate Hospital is located north of the site and the City's Park and Ride Facility is located east, bordering 99<sup>th</sup> Avenue, of the site. An ARCO convenience store and gas station are located on the southeastern boundary.

The applicant is requesting to rezone approximately 22 acres from an existing PAD (Gateway Center) and A-1 to PAD for the development of a healthcare campus titled Westgate Healthcare Campus. The proposed PAD encompasses numerous permitted land uses such as those currently identified in the City's Zoning Ordinance for the G-O (General Office) zoning district; drugstores or pharmacy, medical and residential facility with support services and amenities, among other land uses are itemized in the proposed PAD Booklet.

Westgate Healthcare Campus is projected to be comprised of five (5) buildings ranging from single story to six (6) stories with a maximum building height of 110 feet. A contemporary architectural design concept provides a transition from what is described as the "Sports and Entertainment District" to more of a conventional but equally dynamic medical and employment corridor area. Development is depicted to occur in two phases thus Design Review approval will be required as the project progresses.

### **Analysis**

There are two specific findings for a rezoning approval:

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

Staff analysis of the application has determined:

- A PAD zoning district is the most appropriate zoning district for implementing the existing Business Park land use designations.
- The applicant's proposed land uses, site layout, development standards, architectural design, and landscaping proposal embodies a quality mixed use development which meets the intent of the PAD zoning district. In addition, the proposal contributes to a standing goal for the city to maintain fiscal sustainability through creating employment opportunities.
- The proposed zoning district will facilitate development that is compatible with adjacent land uses.
- All applicable city departments, including the Airport Administrator, have reviewed the application and recommend approval of the application, subject to stipulations.

### **Previous Related Council Action**

City Council approved Rezoning Application (ZON06-03) to rezone 13.5 acres from A-1 to PAD for a project development titled Gateway Center on May 22, 2007. The PAD designation would allow for hotels, restaurants, and office spaces.

### **Community Benefit/Public Involvement**

The community benefits are more options for medical services and employment opportunities. These two benefits will generate more synergy to the Sports and Entertainment District as well as creating a transition to the area west of Loop 101 for more professional land use prospects.

On July 20, 2015, the applicant mailed notification letters to adjacent property owners and interested parties advising of a scheduled neighborhood meeting on August 3, 2015. In summary, the applicant's development team, city staff and two individuals attended the neighborhood meeting. The two individuals were presented with relevant information regarding the project which included proposed permitted land uses, site plan layout, design concept and projected scheduling for development. The information was well received and concluded with both individuals' anticipation of the project's pending development which will enhance the area.

Planning staff received one inquiry from the adjacent property owner of the ARCO business requesting a vehicular connection between the two developments. The applicant and staff analyzed the request and determined the request was appropriate thus incorporated a connection as requested. The applicant's Citizen Participation Final Report is attached.

Notice of the Public Hearing was published in *The Glendale Star* on February 4, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on February 5, 2016. The applicant posted the property on February 5, 2016.

ORDINANCE NO. 2975 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY FROM PLANNED AREA DEVELOPMENT (“PAD”) AND A-1 (AGRICULTURAL) TO PAD FOR A DEVELOPMENT PLAN ENTITLED “WESTGATE HEALTHCARE CAMPUS” LOCATED AT 10020 WEST GLENDALE AVENUE; AMENDING THE ZONING MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on January 7, 2016, in zoning case ZON15-10 in the manner prescribed by law for the purpose of rezoning property located at 10020 West Glendale Avenue from Planned Area Development (“PAD”) and A-1 (Agricultural) to PAD; and

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 December 17, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the rezoning of the property, and the Mayor and Council desire to accept such recommendation and rezone the property described on Exhibit A as a PAD 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 10020 West Glendale Avenue, is conditionally rezoned from PAD and A-1 (Agricultural) as enacted by Ordinance No. 2975 dated February 23, 2016 to PAD 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 provided shall be conditioned and subject to development in substantial conformance with the development plan and permitted uses contained in the Westgate Healthcare Campus PAD Booklet prepared December 23, 2015.

SECTION 3. That the rezoning provided be further conditioned and subject to the following:

1. Development shall be in substantial conformance with the Westgate Healthcare PAD Booklet dated December 23, 2015.

2. Prior to issuance of any building permit, the City Manager and/or Planning Director and the City's Airport Administrator shall review and approve the height of any building in Westgate Healthcare Campus as determined by the Planning Division. The City Manager and/or Planning Director and Airport Administrator shall also assess the impact of any plans for the development as it may affect airport operations. The development shall be modified if the City's assessment determines that any building will affect the airport operations.
  
3. Prior to the issuance of any building permit, the applicant shall submit a Form 7460 to the Federal Aviation Administration (FAA) and shall submit the FAA's determination to the City. A negative determination by the FAA may result in lowering the maximum building height permitted within Westgate Healthcare Campus.

SECTION 4. Amendment of Zoning Map. The City of Glendale Zoning Map is amended to reflect the change in districts referred to in Section 1 above concerning the property described in Exhibit A.

SECTION 5. 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            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_plan\_westgate healthcare.doc



## EXHIBIT A

### Westgate Healthcare Campus Preliminary Legal Description

That part of the Southeast quarter of Section 5, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follow:

Commencing at the Southeast corner of said Section 5, from which the South quarter corner bears North  $90^{\circ}00'00''$  West a distance of 2640.78 feet, thence along said South line of said Section 5 a distance of 241.50 feet; Thence North  $2^{\circ}25'00''$  East a distance of 75.07 feet to a point on the North right-of-way line of Glendale Avenue and the **True Point of Beginning**;

Thence North  $90^{\circ}00'00''$  West, parallel to and 75.00 feet North of the South line of said Section 5, a distance of 105.42 feet;

Thence South  $0^{\circ}00'00''$  East a distance of 7.00 feet to a point which is 68.00 feet North of the said South line;

Thence North  $90^{\circ}00'00''$  West, parallel to and 68.00 feet North of said South line a distance of 926.15 feet;

Thence North  $0^{\circ}00'00''$  East a distance of 21.71 feet;

Thence North  $17^{\circ}46'00''$  East a distance of 679.37 feet;

Thence North  $90^{\circ}00'00''$  East a distance of 363.32 feet;

Thence North  $67^{\circ}08'30''$  East a distance of 412.47 feet to the start of a tangent curve concave to the Northwest;

Thence along said tangent curve having a radius of 66.88 feet, a central angle of  $30^{\circ}14'20''$  and an arc distance of 35.30 feet to a point of compound curvature;

Thence along said compound curve having a radius of 3963.51 feet, a central angle of  $5^{\circ}46'45''$  and an arc distance of 399.78 feet;

Thence North  $31^{\circ}07'25''$  East a distance of 16.47 feet to a point 40 feet South of the North line of the Southeast quarter of the Southeast quarter of said Section 5;

Thence South  $89^{\circ}56'50''$  East, parallel to and 40 feet South of said North line of the Southeast quarter of the Southeast quarter of said Section 5, of a distance of 28.74 feet;

Thence South  $43^{\circ}44'49''$  East a distance of 27.69 feet to a point on the West right-of-way line of 99<sup>th</sup> Avenue;

Thence South 2°27'12" West, parallel to and 65.00 feet West of the East line of the Southeast quarter of said Section 5 a distance of 794.81 feet;

Thence North 90°00'00" West a distance of 176.73 feet;

Thence South 2°25'00" West a distance of 374.93 feet to the **True Point of Beginning**;

Containing an area of 18.7636 Acres or 817,343 square feet more or less.

**Planned Area Development and  
Design Review**

for

**Westgate Healthcare  
Campus**

by:

**101 W Healthcare, LLC**

**West and North of the Northwest Corner of 99<sup>th</sup> Ave. and Glendale Ave.**

Case No: ZON15-10/DR15-23

Submitted: June 16, 2015

Updated: October 28, 2015

Updated: December 22, 2015

## **DEVELOPMENT TEAM**

**Owner/Developer:** 101 W Healthcare, LLC  
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Fax: (480) 946-8019

**Planner and Architect:** Butler Design Group  
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**Landscape Architect:** Laskin & Associates, Inc.  
Attn: Hardy Laskin  
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Fax: (602) 840-8021

**Civil Engineer:** Site Consultants, Inc.  
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Phone: (480) 84-2820

**Sign Consultant:** Royal Sign  
Attn: Dane Alvord  
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Phoenix, AZ 85009  
Phone: (602) 278-6286  
Fax: (602) 278-0234

**Traffic Engineer:** United Civil Group  
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2803 N. 7<sup>th</sup> Avenue  
Phoenix, AZ 85007  
Phone: (602) 265-6155  
Fax: (602) 265-6171

**Zoning:** Burch & Cracchiolo, P.A.  
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Phoenix, AZ 85014  
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Fax: (602) 343-7913

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8	Comprehensive Sign Plan
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10	Legal Description

## **NARRATIVE**

### **I. INTRODUCTION**

101 W Healthcare, LLC (“101 Healthcare”) is the proposed developer for the approximately 21.7 gross acres located north and west of the northwest corner of 99<sup>th</sup> Avenue and Glendale Avenue (the “Site”). 101 Healthcare is requesting a new Planned Area Development (“PAD”) for the Site to create an exciting, new medical healthcare development (called “Westgate Healthcare Campus”) that will be a strong, viable development for the City and the adjacent properties. Westgate Healthcare includes uses that will not only serve and support the area, but encourage the continued development of the surrounding area. Simultaneous with submission of this PAD, 101 Healthcare is seeking Design Review approval for layout, landscaping, architecture, etc. for the Site and five buildings. The Design Review approval will be a separate application; however a number of exhibits for the Design Review application are incorporated into this PAD.

### **II. SITE, SURROUNDING AREA, AND EXISTING ZONING**

An aerial of the Site is attached as **Exhibit 1**. The Site remains largely undeveloped and wraps an ARCO gas station and convenience store on a portion of its southern and eastern boundaries. North of the Site is the existing St. Joseph’s Westgate Medical Center. East of the Site is the City of Glendale’s Park and Ride Facility and the area south are agricultural uses.

The Site is designated on the City’s General Plan as “Business Park.” The Business Park category designation is intended to encourage large scale campus style development with attractive streetscapes, enhanced landscaping, functional pedestrian connectivity, and usable gathering places. As is described in greater detail below and is demonstrated by the included exhibits, Westgate Healthcare is consistent with the City’s General Plan.

Approximately 13.45 net acres of the Site is zoned PAD under Case No. ZON06-03 in 2007, for a mix of uses including hotel, office and restaurants uses. The balance of the Site is zoned A-1. The ARCO gas station is zoned C-2. The property north of the Site is zoned PAD for a medical campus; the property east is zoned PAD; and the properties south and west are zoned A-1.

### **III. PROPOSED PAD**

A major objective of the PAD zoning is to accommodate a mix of uses that are combined through the Site’s layout and common design elements, development guidelines, and development standards to create a dynamic project that will be an asset in the area and a positive influence on the surrounding community. Another objective of the PAD zoning is to create an innovative development for all land use types to provide a greater variety and intensity of uses. The intent of this PAD is to accomplish those objectives by zoning the Site to PAD for a high-quality medical healthcare campus. The proposed PAD accomplishes the PAD zoning objectives.

#### ***A. Permitted Uses***

Permitted uses for the Westgate Healthcare are set forth in Table A:

## **NARRATIVE**

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#### ***A. Permitted Uses***

Permitted uses for the Westgate Healthcare are set forth in Table A:

<i>Table A: Permitted Uses</i>
<ul style="list-style-type: none"> <li>• G-O (General Office) permitted uses as set forth in the City’s Zoning Code.</li> <li>• G-O uses subject to conditions as set forth in the City’s Zoning Code.</li> <li>• G-O accessory uses as set forth in the City’s Zoning Code.</li> <li>• Healthcare services facility and businesses including, but not limited to providing surgery, treatment, therapy, and rehabilitation; expect that such use shall not include alcoholism or drug treatment centers or community correctional facilities.</li> <li>• Medical/residential facility and businesses, including, but not limited to transitional care, nursing, post-acute care, subacute care, extended stay (average of 20 days), independent living, assisted living, congregate care, skilled nursing, memory care, and/or hospice with support services (including but not limited to ancillary retail services) and amenities; expect that such use shall not include alcoholism or drug treatment centers or community correctional facilities.</li> <li>• Home health services and offices.</li> <li>• Drugstore or pharmacy, not to exceed twelve thousand (12,000) square feet.</li> <li>• Restaurants integrated into an office building, not to exceed five thousand (5,000) square feet, excluding drive-in and drive-thru facilities. No more than four restaurants are permitted on the Site</li> <li>• Child care center.</li> <li>• Wireless communication facilities, where they are building mounted antennas, rooftop mounted antennas, or alternative tower structure antennas, subject to Sections 7.506 and 7.600.</li> </ul>
<i>Prohibited Uses</i>
<ul style="list-style-type: none"> <li>• Billboards</li> <li>• Digital billboards</li> <li>• Tattoo parlors</li> <li>• Check cashing facilities</li> </ul>

**B. Site Layout**

The Site has been designed as an integrated medical healthcare campus. See **Exhibit 2, Master Site Plan**. As is represented on the Master Site Plan, Westgate Healthcare is organized to take advantage of significant visual exposure to Glendale Avenue, 99<sup>th</sup> Avenue, and the adjacent Loop 101 Freeway. Lower buildings are placed along the street frontages with a higher core of two, 4 – 6 story buildings centrally located on the Site.

A dynamic site circulation pattern encircles the core buildings, allows for easy customer flow and creates a meaningful, open-space courtyard between the buildings to be used by employees and visitors. This courtyard also provides walk-up, exterior entry opportunities for patients rather than requiring entrance through an internal lobby—creating greater flexibility for identity and access according to specific tenant needs.

Landscaped shaded parking area for patients and visitors surrounding the buildings are provided, allowing for conveniently located parking adjacent to entries. Covered parking is provided for employees north of the central buildings. Tree-lined pedestrian walkways guide users from the parking areas to the building entrances and allow for ease of circulation between buildings and to adjacent public transportation locations. Significant landscape, with featured



berms and pedestrian amenities, will enhance the Glendale Avenue frontage and common courtyard that will serve the entire development.

The specific locations and designs of the buildings, architecture, landscaping, parking, walls, on-site improvements, etc. are generally identified in this PAD. As the exact details are not known at this time, including the location and design of any parking structure, flexibility within the spirit and intent of this PAD is needed. Therefore, an additional administrative review process will be added to the normal City review process to ensure that the future Development Plans are consistent with the quality, character, and intent of this PAD.

The additional administrative process will be comprised of the following requirements:

1. Submittal of an updated Development Plan shall occur when a Design Review application is filed for a specific building, group of buildings, or parking structure. The applicant, without filing a Design Review application, may file an updated Development Plan. If an updated Development Plan is filed without a Design Review application, the updated Development Plan shall be processed in the same manner as a Design Review application.

2. The updated Development Plan shall include a site plan and changes to building locations, height, architecture, parking, and landscaping.

3. The updated Development Plan shall be reviewed and approved simultaneously with any Design Review application.

4. A Development Plan (updated or otherwise) may be amended as part of the review and approval of a Design Review application. A Development Plan may be amended, if requested by an applicant, without filing a Design Review application, and shall be processed in the same manner as a Design Review application.

### ***C. Architecture***

The building architecture is intended to portray a new attitude of healthcare services – an approach more commonly felt in retail applications. See **Exhibit 3, Glendale Avenue Perspective and Internal Buildings and Courtyard Perspective**. It is initially contemplated that healthcare services offered at this development will vary and multiple services may be rendered to individual patients, often within a single visit to the campus. The buildings will have a contemporary feel, signifying a new and likewise contemporary approach to such services.<sup>1</sup> See **Exhibit 4, Building Elevations**.

The buildings will be constructed of masonry and concrete panels, with significant glass at focal areas and entries, substantial shading elements that help address solar orientation, and steel canopies to provide cover and comfort along pedestrian spines and building entrances. The high, overhead canopies that are cantilevered off of the building face provide shade. Additionally the canopies bring additional identity to Westgate Healthcare, helping to attract

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<sup>1</sup> Building elevations are provided for Buildings A – D. The elevation for Building E has not yet been designed; however it is the intention of this PAD that the elevation, including colors, materials, forms, etc., for Building E will be consistent with and/or as good or better than the proposed elevations for Buildings A – D. Staff may administratively approve the Building E elevation provided that it complies with this PAD.

quality tenants and enhancing wayfinding to first time users. The color palette uses neutral desert based tones for the base building combined with richer reds, warm grays and deep accent tones for the metal features, creating a comfortable, yet dynamic vocabulary that makes for an inviting experience to the healthcare user. See **Exhibit 7, Colors and Materials Palette**.

Signage will be critical for wayfinding and orientation to help patients easily find their destinations. See **Exhibit 4, Building Elevations (Black and White)**, for signage location and conceptual design.<sup>2</sup> Building signage will be placed in visible, yet tasteful locations that complement the design of the structures. Monument signs will be located at each street entry, with design elements that reflect those found in the building architecture. Elevations for the parking screen walls and trash enclosures are included at **Exhibit 5, Parking Screen Wall and Trash Enclosure Elevations**.

**D. Landscaping**

The Landscape Theme for Westgate Healthcare will complement the building architecture and enhance the overall look and feel of the development. **Exhibit 5, Conceptual Landscape Plan**. A lush landscape appearance, consisting of all Low Water Use Plant Materials, will be achieved through the careful placement of colorful shrubs, vines, and flowering ground covers. The landscape design is a combination of formal and semi-formal masses of singular plants in rows with colorful accent plants that will look good all year round and create a dynamic Landscape Architectural Theme. The trees will provide fast growing shade for the parking areas and building entrances.

Particular attention has been given to the main entrance off of Glendale Avenue and the central courtyard between Buildings C and D. See **Exhibit 6, Courtyard and Entry Landscape Enlargements**. Chinese Pistache trees are used to accent the entry and help create a sense of arrival. The large courtyard area has meandering stabilized paths leading to seating areas with shade trees. An increased density of shrubs, accents and ground covers will provide a lush surrounding. Small areas of artificial turf is used to increase the oasis effect and provide year round green in the central space

**E. Development Standards**

The Development Standards are set forth in Table B, Development Standards

<b>Table B: Development Standards</b>	
<b>Development Standard</b>	<b>Requirement</b>
Min. Building Setback	
- Glendale Ave.	60 ft.
- 99 <sup>th</sup> Ave.	30 ft.
- Side	20 ft.
- Rear	20 ft.
Max. Building Height <sup>3</sup>	110 ft./6 stories

<sup>2</sup> The exact details of the building signage and other project signage are contained in the Comprehensive Sign Plan, included as **Exhibit 8**.

<sup>3</sup> A FAA form 7460 will be completed to ensure compliance before receiving Final Occupancy permits on any building.

Max. Building Square Footage	300,000 sq. ft.
Avg. Landscape Setback	
- 99 <sup>th</sup> Ave.	20 ft.
- Glendale Ave.	30 ft.
Min. On-Site Landscaping (% of Net Site Area)	20%

**Building Setback Permitted Encroachments:** Shade canopies, decorative piers, or other architectural enhancements not part of the actual enclosed building space are permitted to encroach into the required Building Setback up to 6 feet.

**Maximum Building Square Footage:** The amount of building square footage represents the maximum amount that can be built on the entire Site (unless the Site is increased in acreage), exclusive of any below ground or above ground parking structure. Staff is authorized to review and administratively approve any changes to buildings, square footages, height, and locations of the buildings conceptually shown on the Master Site Plan (**Exhibit 2**) in accordance with the provisions of Section III.B of this PAD; provided that any changes do not exceed the maximum amount of building square footage shown on Table B.

***F. West Glendale Avenue Design Plan***

The West Glendale Avenue Design Plan, adopted by the City Council in 1991 (the “Plan”), applies to the Site’s Glendale Avenue frontage. The Plan’s purpose is to provide for a high-quality environment along the Glendale Avenue corridor. Consistent with the Plan, Westgate Healthcare’s layout, landscaping, and design for the Site’s Glendale Avenue frontage reflect the high-quality sought for this area. As is demonstrated on the exhibits, Westgate Healthcare satisfies the spirit and intent of the Plan by providing: additional landscaping, enhanced paving, entry feature and other visual treatments and the main entry point to the development; a six-foot wide, meandering sidewalk; a public art feature; a substantial building setback and angled building orientation to create additional visual interest; and an average landscape setback of in excess of 30 feet.

***G. Circulation***

Westgate Healthcare has been studied and the Site has been carefully planned, internally and externally, to create a circulation plan that meets the City’s requirements.<sup>4</sup> The circulation layout is based upon connectivity, accessibility, pedestrian movement, drop-off points, traffic speed, safety, comfort, convenience, and aesthetics. The Site has been appropriately designed to locate driveways that provide convenient, safe, and effective access. Designing the Site in this fashion allows users and passersby of the Site to feel as if they are in a cohesive environment.

Vehicular access to the Site occurs at multiple points along 99<sup>th</sup> Avenue and Glendale Avenue, with additional cross-access to the existing gas station and convenience store at the intersection corner. The focal point of the street system is the main street entrance area from Glendale Avenue. Here, users and passers-by are greeted with a sense of arrival with a lushly landscaped entrance and median. Access to the Site will be consistent with the Traffic Impact

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<sup>4</sup> A complete Traffic Impact Analysis has been separately submitted to City Staff.

Study that has been separately submitted to the City and reviewed by the City's Traffic Department.

#### ***H. Parking***

The amount of parking necessary to support the overall development of the Site has been carefully planned to accommodate the needs of the various office-related uses without providing excess amounts of unnecessary parking. The parking ratios for Westgate Healthcare are a minimum of 1 space for 200 square feet for Buildings A and B. The parking ratios for Buildings C, D, and E is a minimum of 1 space for every 200 square feet of net leasable area, exclusive of internal common areas/facilities, elevators, and mechanical equipment/rooms.

The PAD provides 9' x 19' parking spaces with 24 feet wide drive aisles instead of the typically required 10' x 20' parking spaces with 23' wide drive aisles. The majority of the cities within Phoenix Metropolitan Area only require 9' x 19' parking spaces. By increasing the drive aisle from 23' to 24' this allows the customer and/or visitor additional room to park their vehicle in a safe and convenient matter. Fire lanes will be a minimum of 26 feet wide, further enhancing the ease of circulation and emergency access along key routes.

#### ***I. Comprehensive Sign Plan***

A comprehensive sign plan is set forth as **Exhibit 8**. The sign plan addresses both permanent identification and temporary marketing requirements and has been designed to complement the quality of the overall development. To the extent the proposed comprehensive sign plan conflicts with the City's Sign Code, we request the comprehensive sign plan set forth in this booklet be followed. Needed Sign Code deviations are described in **Exhibit 8** and are requested as a part of this approval.

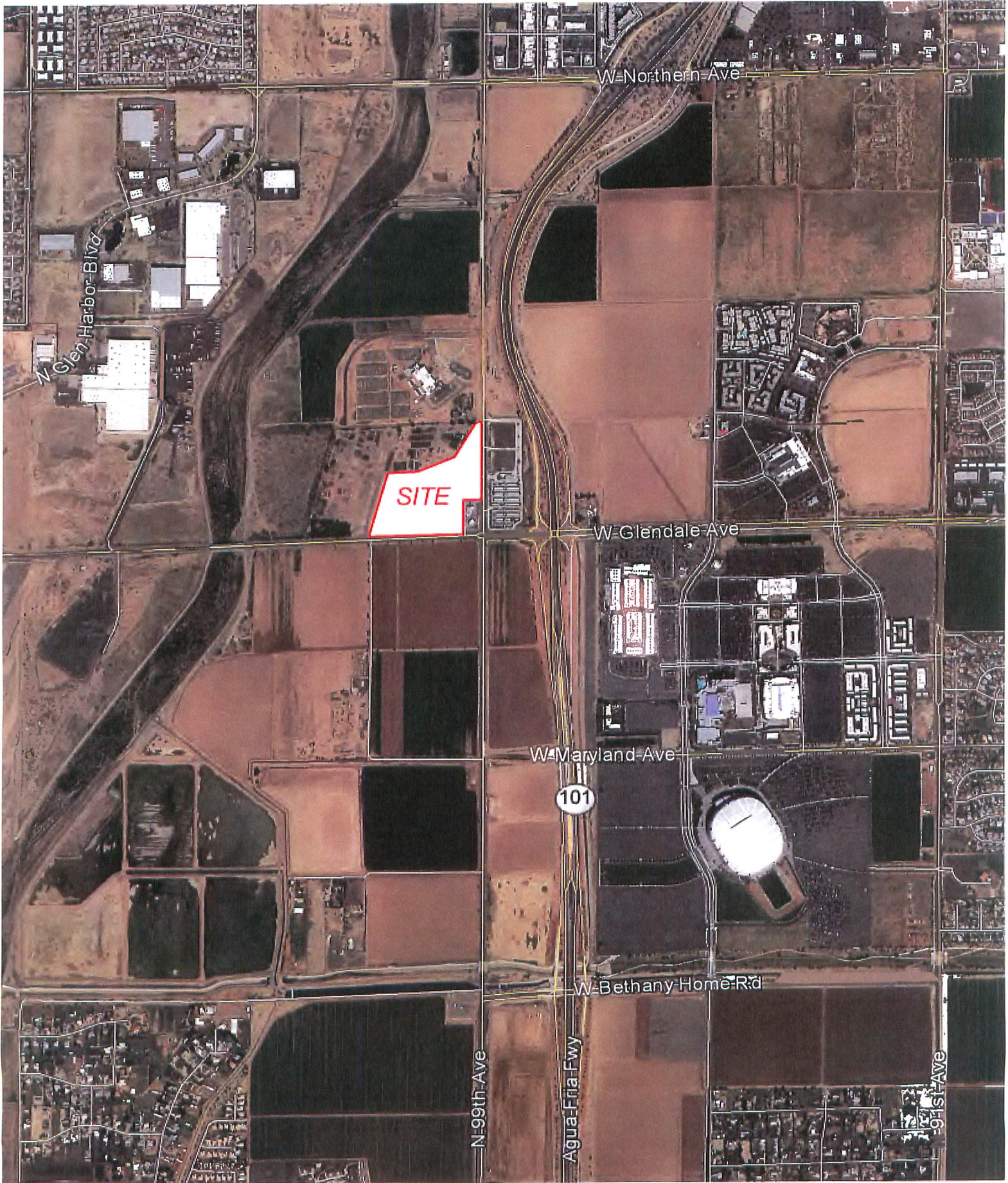
#### ***J. Phasing Plan***

101 Healthcare anticipates that the development will be constructed in multiple phases, which are subject to market conditions and are generally identified in **Exhibit 9, Conceptual Phasing Plan**. Initially, Phase IA will be one of the single story buildings, frontage, and main entry drive along Glendale Avenue. Phase IB will be one of the four story buildings and corresponding necessary improvements for access to said building. Phase 2 and beyond will be the development of the balance of the Site, likely one building at a time, subject to market conditions and demands. Staff may administratively approve any deviations from the proposed Phasing Plan, including which improvements are necessary during a given phase.

### **IV. CONCLUSION**

101 Healthcare and their Development Team have worked hard to plan Westgate Healthcare as a viable, sustainable medical campus development that will be a benefit to the surrounding area and City. The Development Team has created an exciting development that will be a recognizable presence in the immediate area. The proposed PAD and Design Review applications presents the opportunity to create a dynamic healthcare development in a campus setting. We request your approval.

**101 W Healthcare, LLC**



W-Northern-Ave

N-Glen-Harbor-Blvd

SITE

W-Glendale-Ave

W-Maryland-Ave

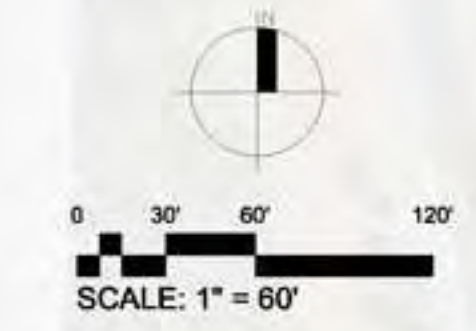
101

W-Bethany-Home-Rd

N-99th-Ave

Agua-Fria-Fwy

9-1st-Ave



Master Site Plan

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

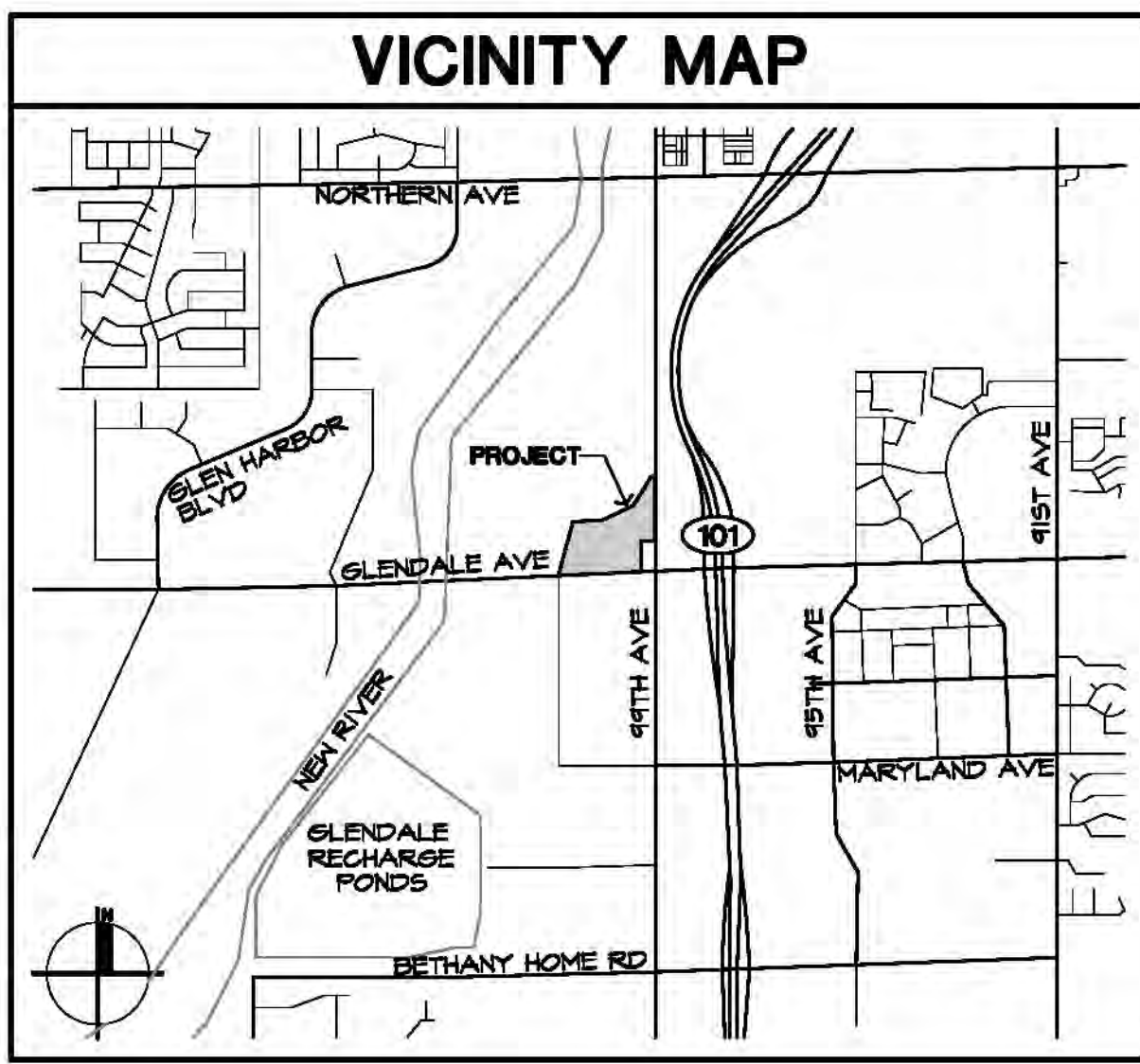


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06-15-15



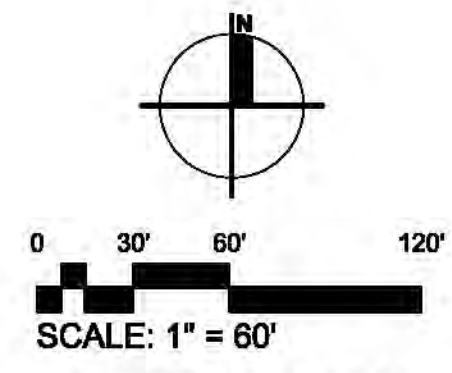
Butler Design Group, Inc  
architects & planners

## DR01



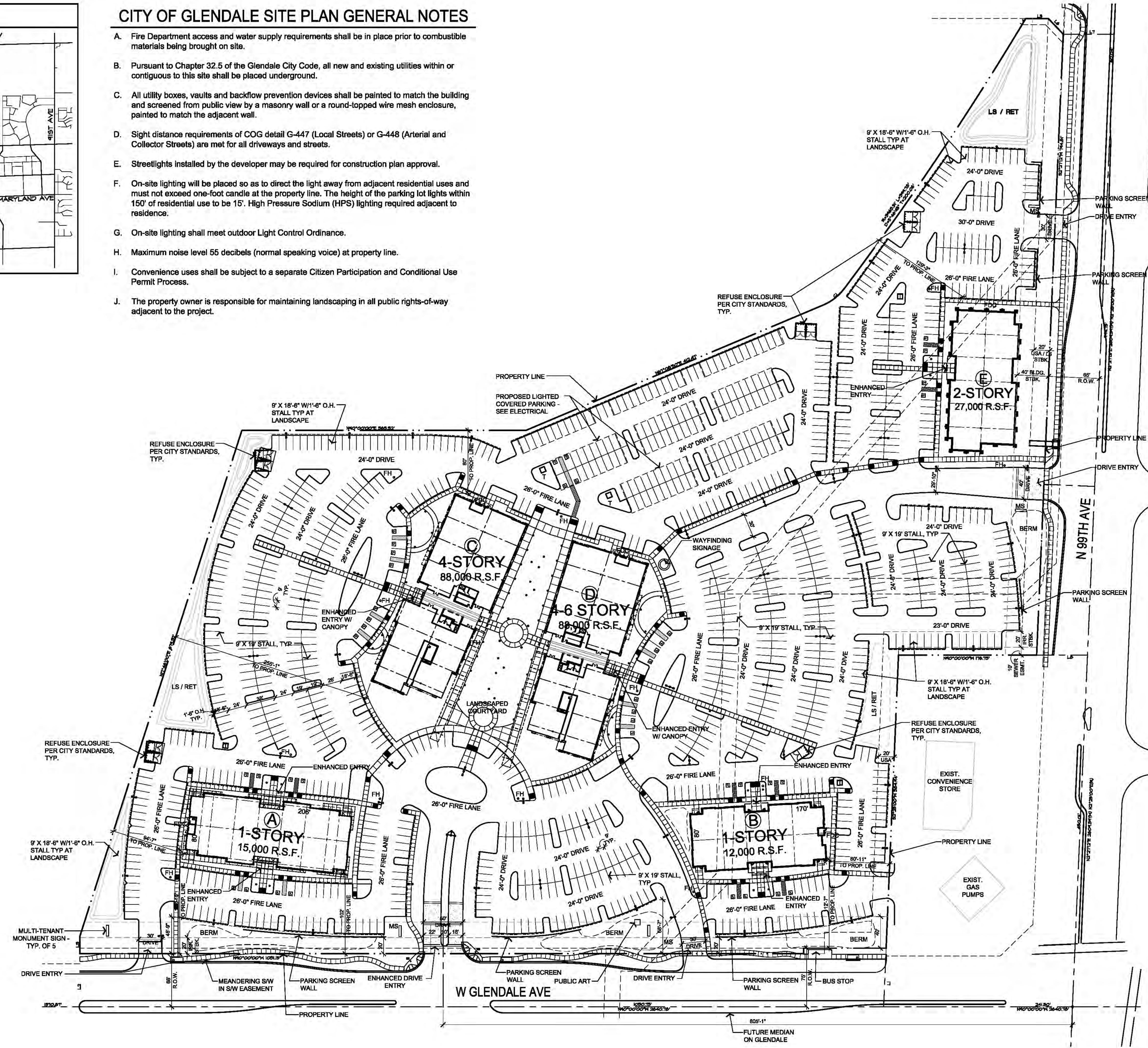
### CITY OF GLENDALE SITE PLAN GENERAL NOTES

- A. Fire Department access and water supply requirements shall be in place prior to combustible materials being brought on site.
- B. Pursuant to Chapter 32.5 of the Glendale City Code, all new and existing utilities within or contiguous to this site shall be placed underground.
- C. All utility boxes, vaults and backflow prevention devices shall be painted to match the building and screened from public view by a masonry wall or a round-topped wire mesh enclosure, painted to match the adjacent wall.
- D. Sight distance requirements of COG detail G-447 (Local Streets) or G-448 (Arterial and Collector Streets) are met for all driveways and streets.
- E. Streetlights installed by the developer may be required for construction plan approval.
- F. On-site lighting will be placed so as to direct the light away from adjacent residential uses and must not exceed one-foot candle at the property line. The height of the parking lot lights within 150' of residential use to be 15'. High Pressure Sodium (HPS) lighting required adjacent to residence.
- G. On-site lighting shall meet outdoor Light Control Ordinance.
- H. Maximum noise level 55 decibels (normal speaking voice) at property line.
- I. Convenience uses shall be subject to a separate Citizen Participation and Conditional Use Permit Process.
- J. The property owner is responsible for maintaining landscaping in all public rights-of-way adjacent to the project.



### SITE DATA

PROPOSED USE	: MEDICAL OFFICE		
EXISTING ZONING	: PAD (EXIST. & PROPOSED)		
SITE AREA	GROSS	: 21.57 AC (939,770 SF)	
	NET	: 18.76 AC (817,309 SF)	
LOT COVERAGE %	: 10.1%		
BLDG DATA:	R.S.F.	OCC.	CONST. TYPE
	BLDG A: 15,000 RSF	B	VB
	BLDG B: 12,000 RSF	B	VB
	BLDG C: 88,000 RSF	B	IIB
	BLDG D: 88,000 RSF	B	IIB
BLDG E: 27,000 RSF	B	VB	
TOTAL:	230,000 RSF		
LANDSCAPE AREA % (NET)	TOTAL REQUIRED	: 20% (163,462 SF)	
	TOTAL PROVIDED	: 28% (236,099 SF)	
PARKING DATA	TOTAL REQUIRED (PAD)	: 1:200 = 1,150 STALLS	
	TOTAL PROVIDED	: 1,162 STALLS	
ACCESSIBLE PARKING	ACCESSIBLE REQUIRED	: 22 STALLS	
	ACCESSIBLE PROVIDED	: 40 STALLS	
COVERED PARKING	COVERED PARKING	: 128 STALLS	
	ACCESSIBLE COVERED	: 4 STALLS	
REFUSE	PRIVATE REFUSE PICK UP AND DAILY REMOVAL FROM SITE BY OWNER. SPACE AVAILABLE IN PARKING AREAS FOR ADDITIONAL REFUSE IF REQUIRED IN FUTURE.		



Master Site Plan

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



EXPIRES: 6/30/2017

15030-ST-10  
10-22-15



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## DR02

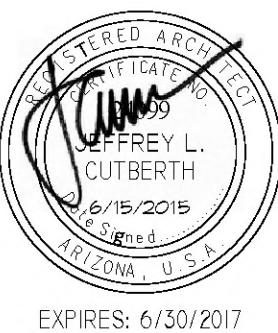


COLOR PERSPECTIVE

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



DR12



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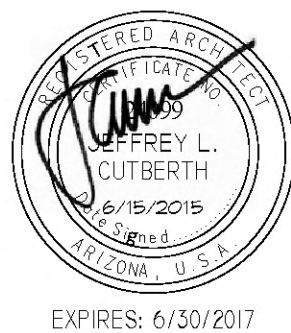


COLOR PERSPECTIVE

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



DR13



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architects & planners

15030  
12.11.15



**1 EAST ELEVATION**  
SCALE: 1/16" = 1'-0"



**2 NORTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**3 SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**4 WEST ELEVATION**  
SCALE: 1/16" = 1'-0"

**COLOR / MATERIAL SCHEDULE**

SYMBOL	MATERIAL	SYMBOL	COLOR NAME	NUMBER	MANUFACTURER
1	TILT CONCRETE	A	CLEAR ANODIZED	#86	ARCADIA
2	RECESS IN TILT CONCRETE	B	VERSALUX BLUE	2000-4	VIACON
3	TILT CONCRETE WITH FORMLINER	C	FLINTSTONE	DE6221	DUNN EDWARDS
4	STRUCTURAL STEEL FRAME	D	CHERRY COLA	DEA156	DUNN EDWARDS
5	METAL PANEL	E	MULBERRY	DEA194	DUNN EDWARDS
6	CORRUGATED METAL	F	CHARCOAL SKETCH	DET628	DUNN EDWARDS
7	METAL SCREEN	G	RUSTIC GALVANIZED	K5	OLD COUNTRY MILLWORK
8	STEEL CANOPY	H	MALRUS	DE6368	DUNN EDWARDS
9	PERFORATED METAL PANEL				
10	CANOPY SUPPORT				
11	INSULATED GLAZING				
12	ALUMINUM STOREFRONT SYSTEM				

BUILDING C AND D COLOR EXTERIOR ELEVATIONS

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



12-16-15

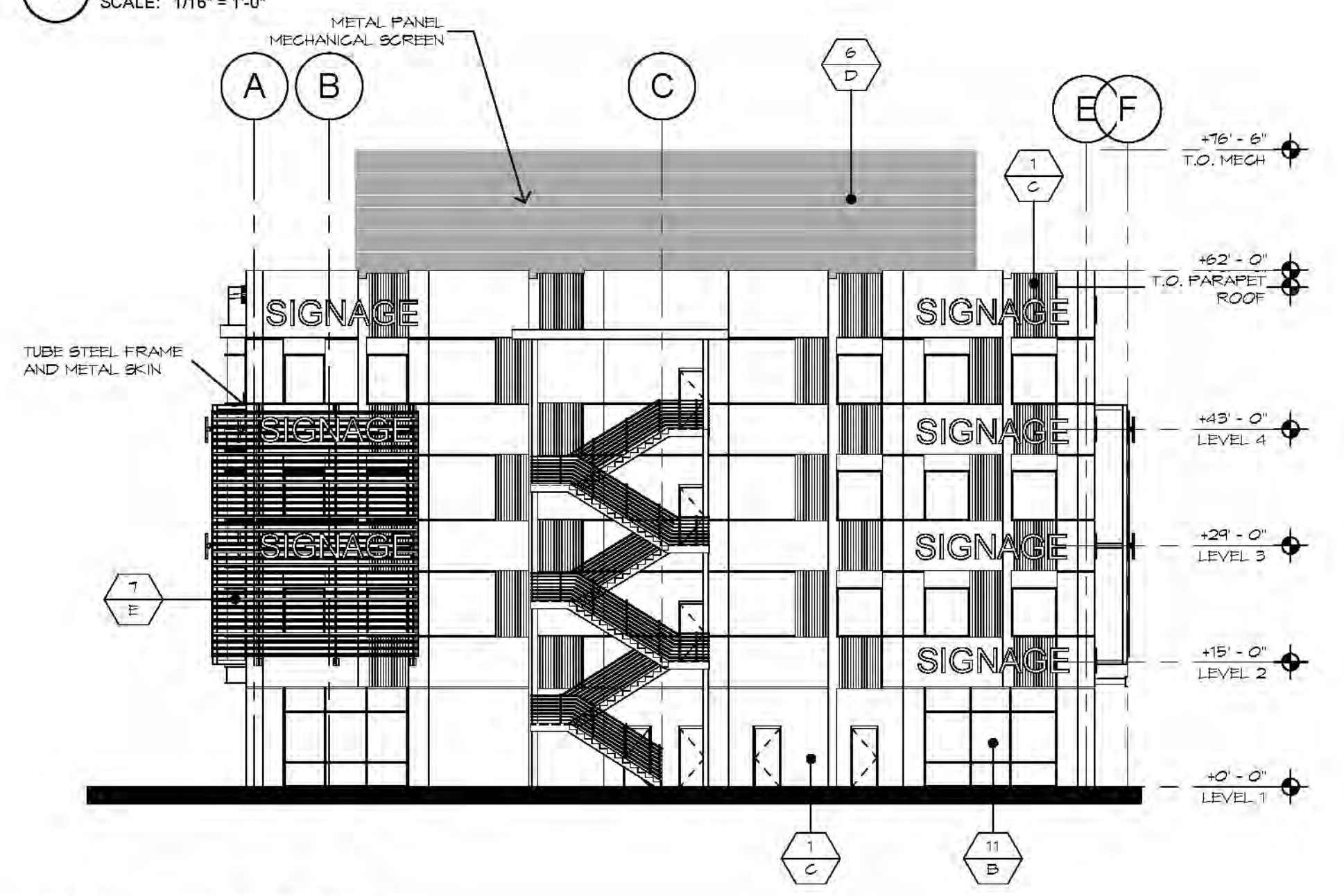


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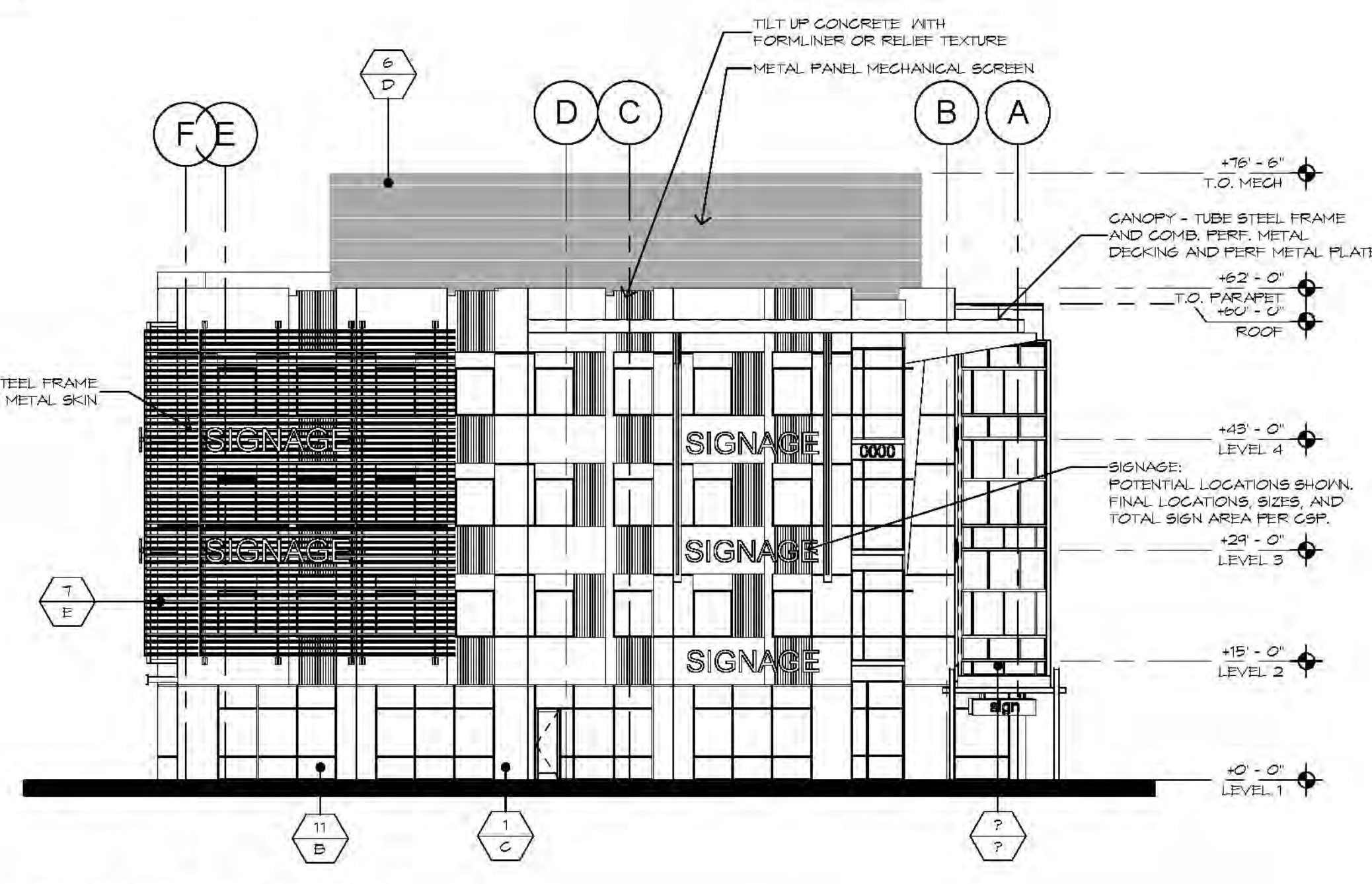
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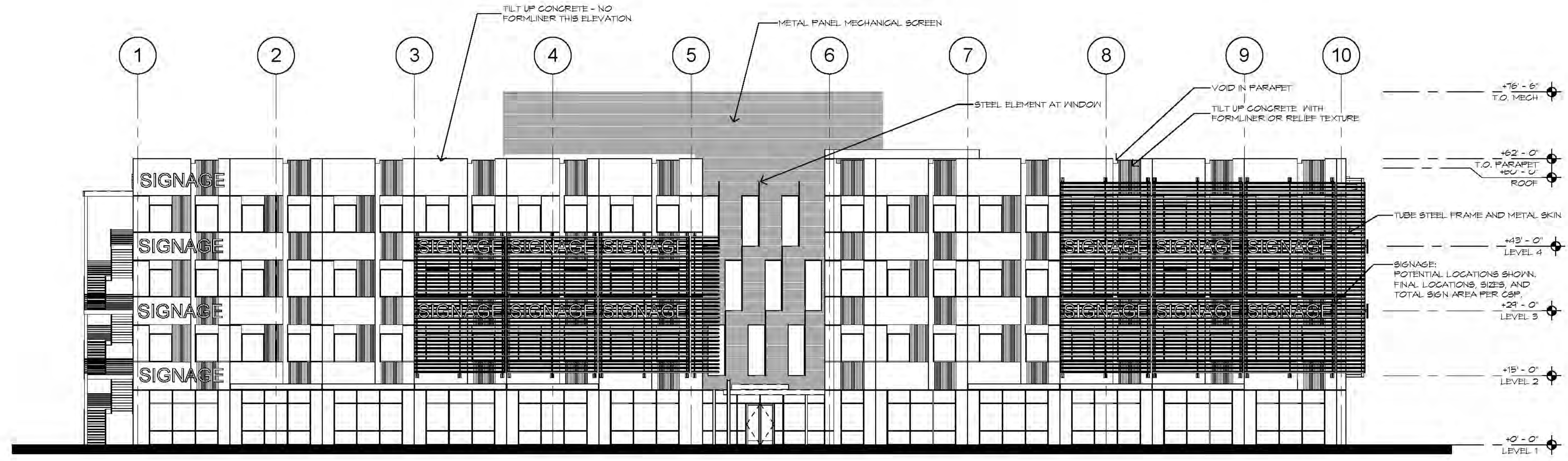
**1 EAST ELEVATION**  
SCALE: 1/16" = 1'-0"



**2 NORTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**3 SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**4 WEST ELEVATION**  
SCALE: 1/16" = 1'-0"

**COLOR / MATERIAL SCHEDULE**

MATERIAL		COLOR / FINISH	
1	TILT CONCRETE		
2	RECESS IN TILT CONCRETE		
3	TILT CONCRETE WITH FORMLINER		
4	STRUCTURAL STEEL FRAME		
5	METAL PANEL		
6	CORRUGATED METAL		
7	METAL SCREEN		
8	STEEL CANOPY		
9	PERFORATED METAL PANEL		
10	CANOPY SUPPORT		
11	INSULATED GLAZING		
12	ALUMINUM STOREFRONT SYSTEM		

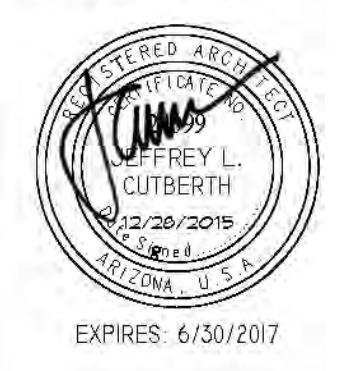
SYMBOL	COLOR NAME	NUMBER	MANUFACTURER
A	CLEAR ANODIZED	#86	ARGADIA
B	VERSALUX BLUE	2000-4	VRACON
C	FLINTSTONE	DF6221	DUNN EDWARDS
D	CHERRY COLA	DEA156	DUNN EDWARDS
E	MULBERRY	DEA194	DUNN EDWARDS
F	CHARCOAL SKETCH	DET628	DUNN EDWARDS
G	RUSTIC GALVANIZED	K8	OLD COUNTRY MILLWORK
H	VALRUS	DE6266	DUNN EDWARDS

BUILDING C AND D  
EXTERIOR ELEVATIONS

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

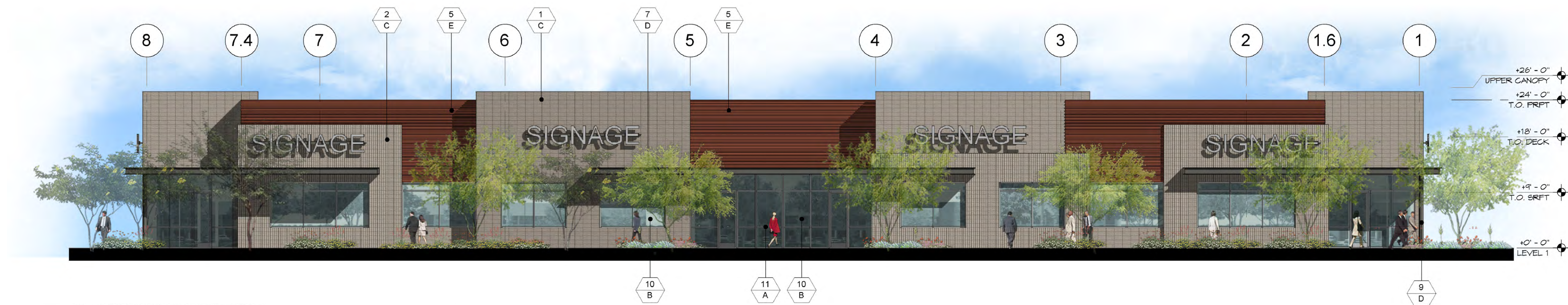


12-28-15



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# DR09



**1 NORTH ELEVATION**  
SCALE: 3/32" = 1'-0"

**COLOR / MATERIAL SCHEDULE**

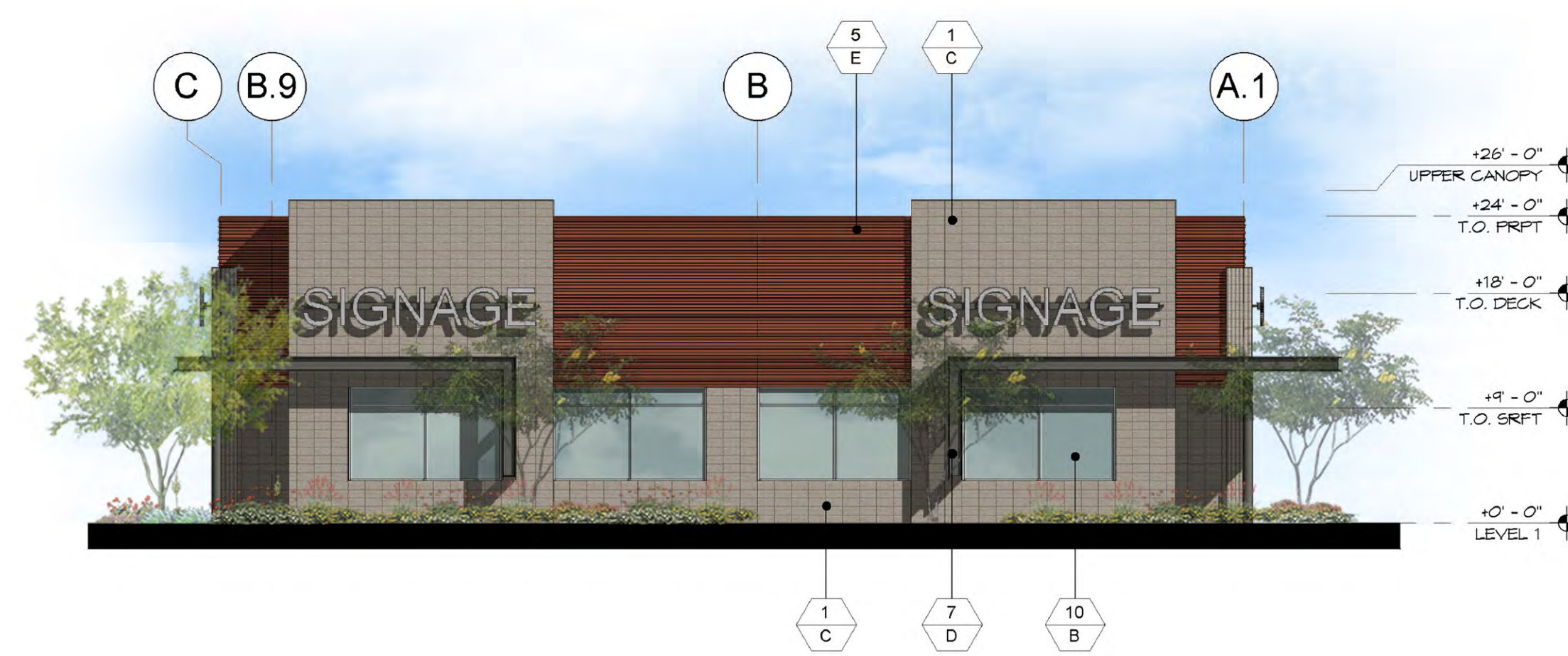
MATERIAL		COLOR/FINISH	
1	CONCRETE MASONRY UNITS - STANDARD		
2	CONCRETE MASONRY UNITS - FLUTED		
3	HOLLOW METAL DOOR		
4	STRUCTURAL STEEL FRAME		
5	CORRUGATED METAL		
6	METAL SCREEN		
7	STEEL CANOPY		
8	PERFORATED METAL PANEL		
9	CANOPY SUPPORT		
10	INSULATED GLAZING		
11	ALUMINUM STOREFRONT SYSTEM		

SYMBOL	COLOR NAME	NUMBER	MANUFACTURER
A	CLEAR ANODIZED	#86	ARGADIA
B	VERSALUX BLUE	2000-4	VIKACON
C	PEARL		TRENNYTH
D	CHARCOAL SKETCH	DET628	DUNN EDWARDS
E	CHERRY COLA	DEC761	DUNN EDWARDS
F	MULBERRY	DEA194	DUNN EDWARDS

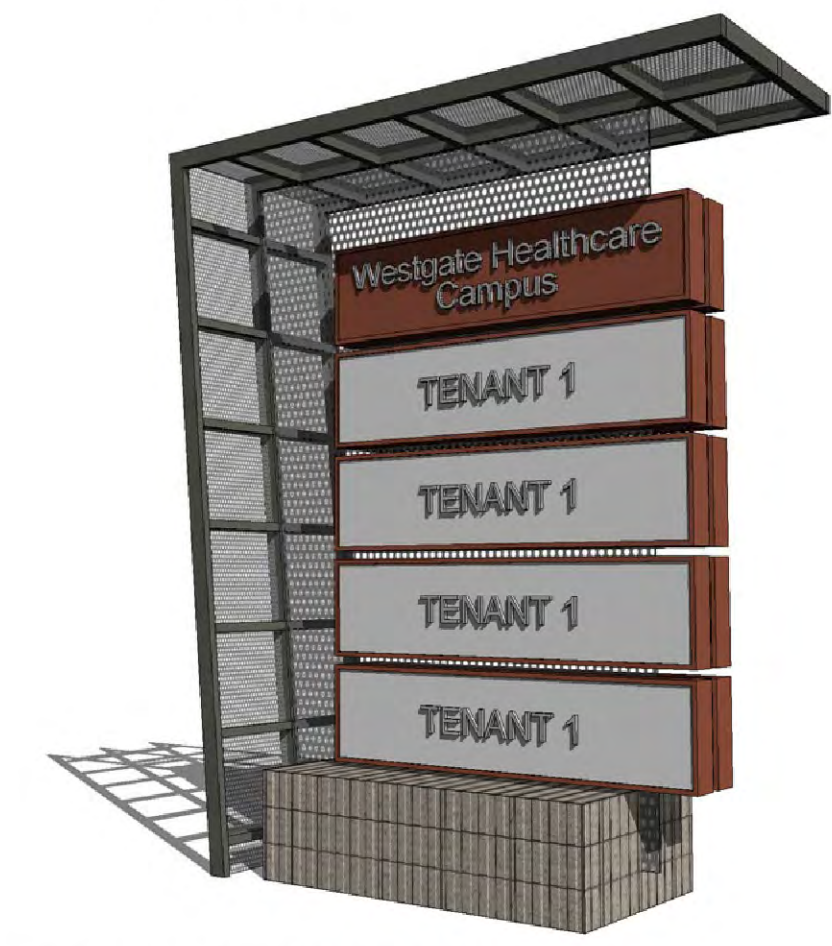


**2 WEST ELEVATION**  
SCALE: 3/32" = 1'-0"



**3 EAST ELEVATION**  
SCALE: 3/32" = 1'-0"

MONUMENT SIGN SHOWN FOR DESIGN CONCEPT. FINAL DETAILS, SIZES TO BE SUBMITTED WITH CSP.



**5 MONUMENT SIGN**  
NTS



**4 SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"

BUILDING A COLOR EXTERIOR ELEVATIONS

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

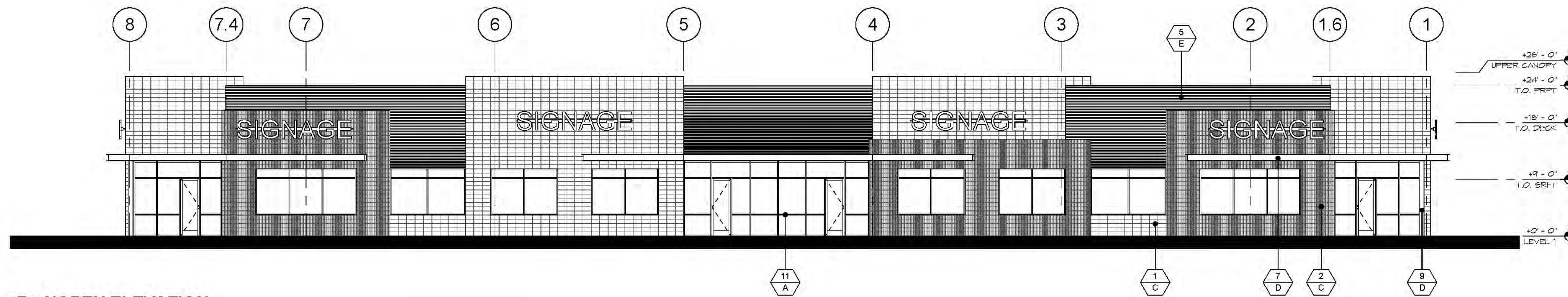


10/22/15



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# DR10

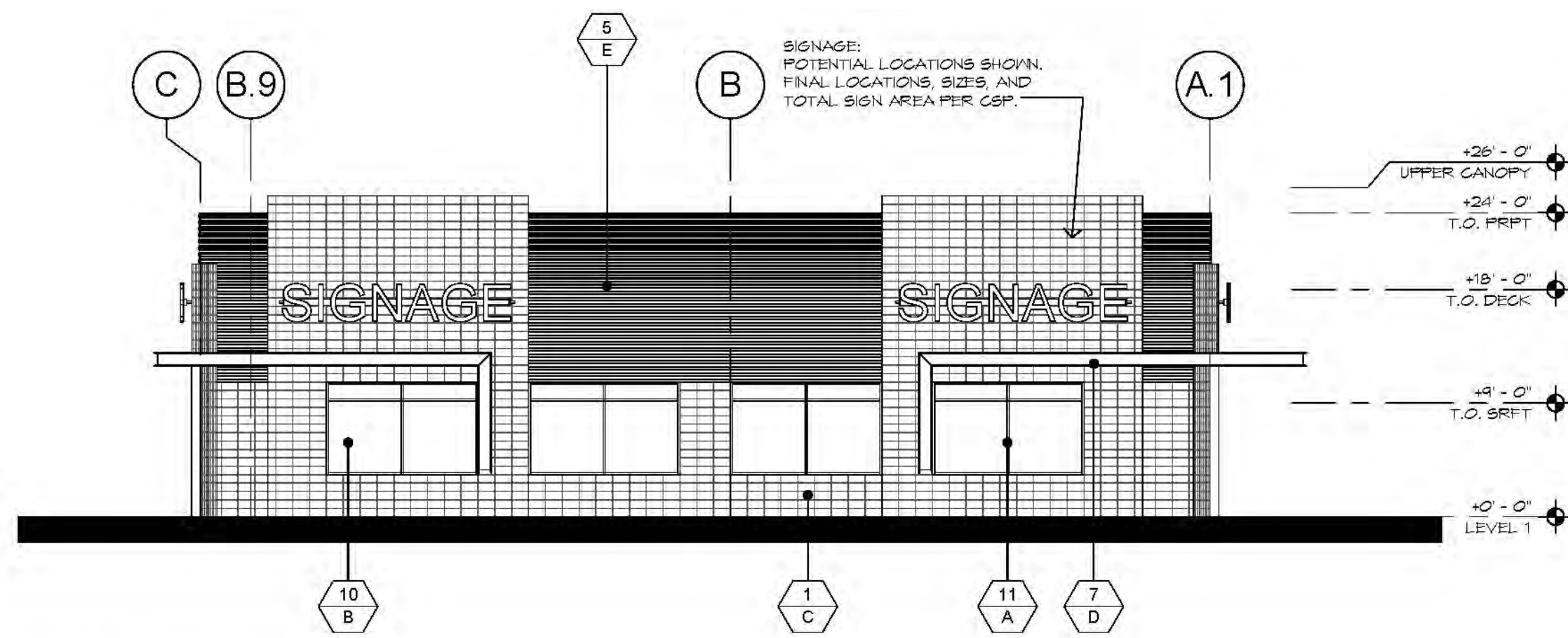


**3 NORTH ELEVATION**  
SCALE: 3/32" = 1'-0"

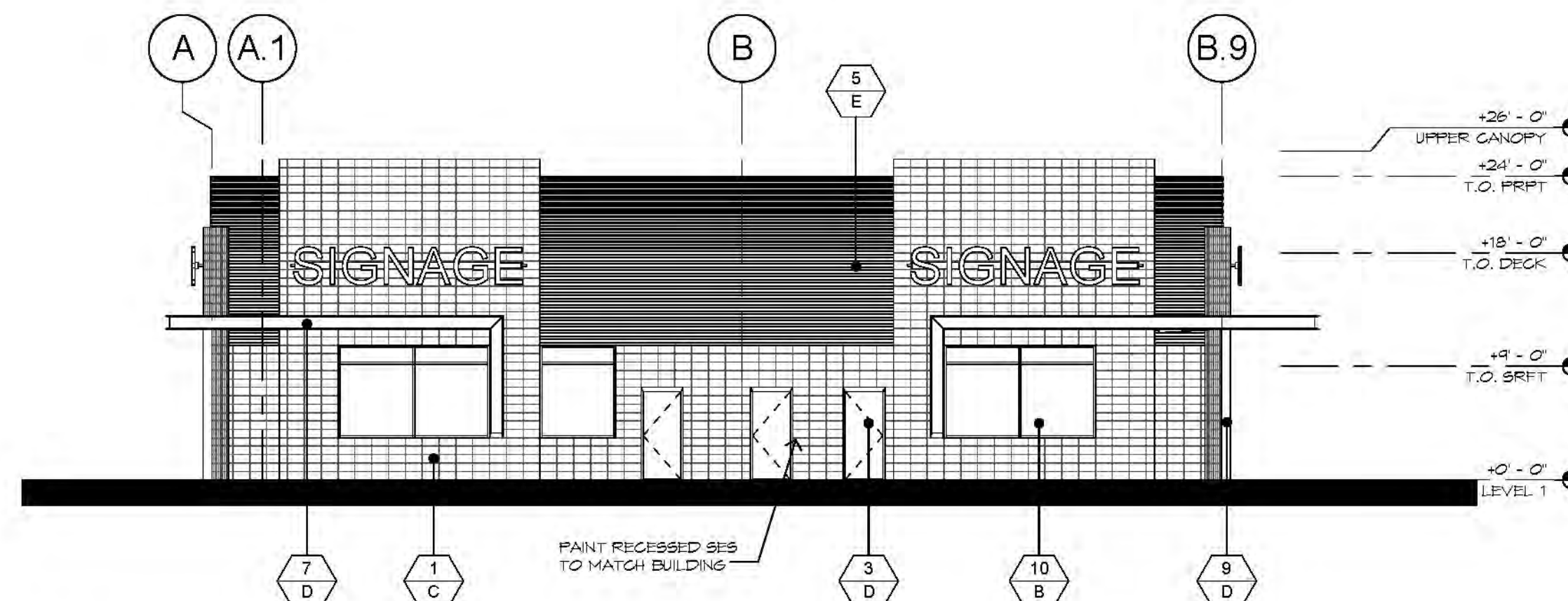
COLOR / MATERIAL SCHEDULE		MATERIAL COLOR/FINISH	
SYMBOL	MATERIAL		
1	CONCRETE MASONRY UNITS - STANDARD		
2	CONCRETE MASONRY UNITS - FLUTED		
3	HOLLOW METAL DOOR		
4	STRUCTURAL STEEL FRAME		
5	CORRUGATED METAL		
6	METAL SCREEN		
7	STEEL CANOPY		
8	PERFORATED METAL PANEL		
9	CANOPY SUPPORT		
10	INSULATED GLAZING		
11	ALUMINUM STOREFRONT SYSTEM		

SYMBOL	COLOR NAME	NUMBER	MANUFACTURER
A	CLEAR ANODIZED	#86	ARGADIA
B	VERSALUX BLUE	2000-4	VIRACON
C	PEARL		TRENWYTH
D	CHARCOAL SKETCH	DET628	DUNN EDWARDS
E	CHERRY COLA	DEC761	DUNN EDWARDS
F	MULBERRY	DEA194	DUNN EDWARDS



**1 EAST ELEVATION**  
SCALE: 3/32" = 1'-0"



**2 WEST ELEVATION**  
SCALE: 3/32" = 1'-0"



**4 SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"

BUILDING A EXTERIOR ELEVATIONS

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

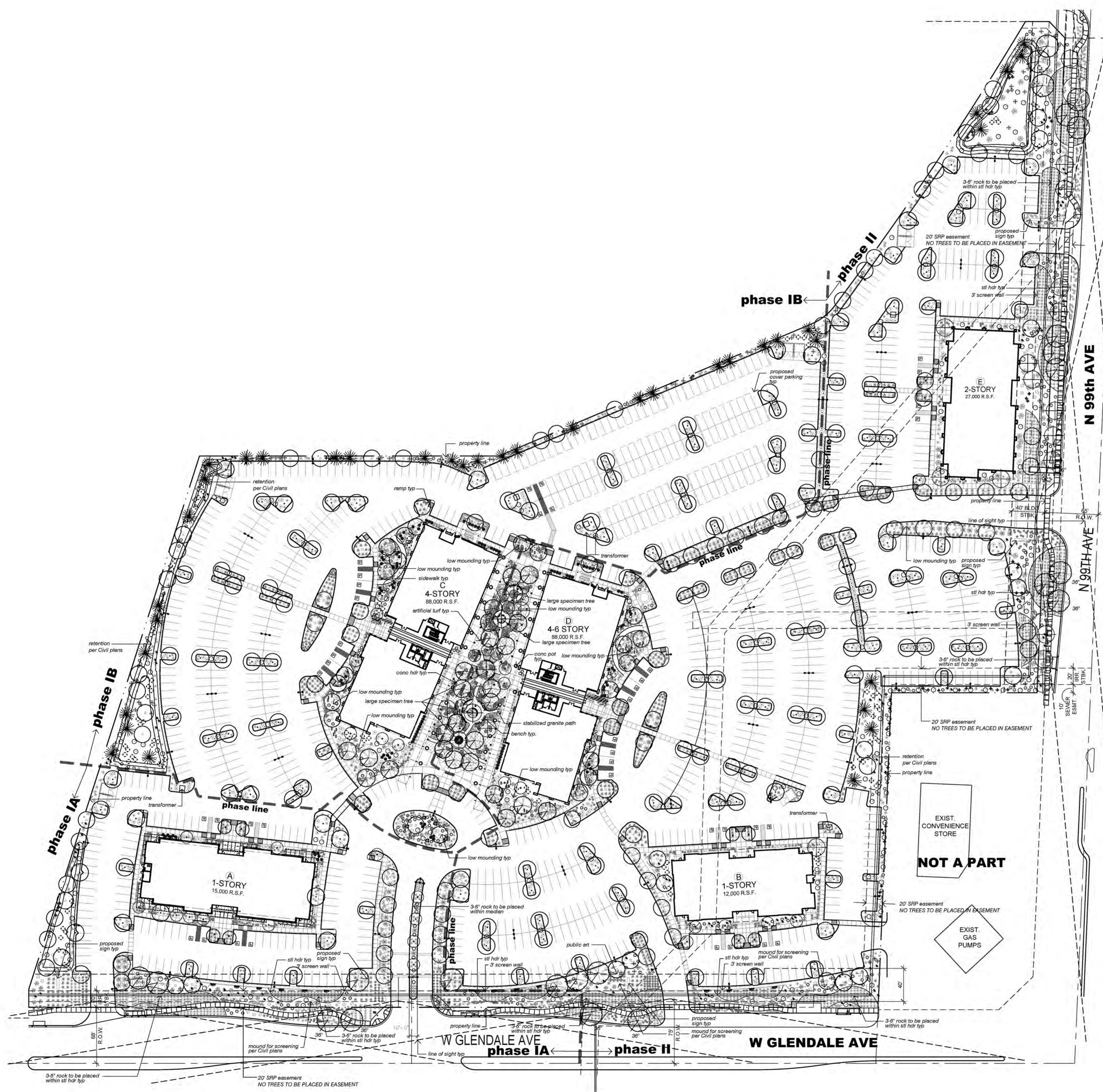


10-22-15



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# DR08



**LANDSCAPE LEGEND**

ALL TREES TO MEET OR EXCEED A.N.A. SPECIFICATIONS  
 U.O.N - Unless otherwise noted

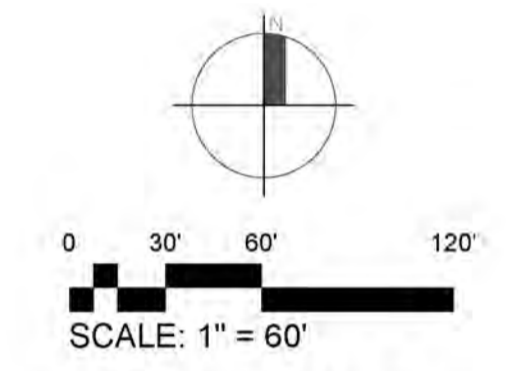
TREES	SIZE	QTY
Pistacia chinensis	24" Box	70
Chinese Pistache Tree	Low Break	
Pistacia chinensis	24" Box U.O.N	48
Chinese Pistache Tree	Standard	
Ulmus parvifolia	24" Box	137
Evergreen Elm	Standard	
Prosopis Hybrid	24" Box U.O.N	66
AZT Thornless Mesquite	Multi - trunk	
Olea Europaea 'Swan Hill'	24" Box	25
Swan Hill Olive	Standard	
Eucalyptus spathulata	15 Gallon	38
Narrow Leaf Eucalyptus	Standard	
Acacia salicina	15 Gallon	33
Willow Acacia	Standard	
Nerium oleander 'Standard'	24" Box	40
Red Oleander Tree	Standard	
Carnegiea gigantea	8' - 10' spear	05
Saguaro	NO holes or scars	

SHRUBS & VINES	SIZE	QTY
Agave weberi, murpheyi	5 gallon	103
Weberi & Murpheyi Agave		
Hesperaloe parviflora	5 gallon	2040
Brakefruit		
Hesperaloe parviflora	5 gallon	1014
Red Yucca / Yellow Yucca		
Dasyliiron wheeleri	5 gallon	147
Desert Spoon		
Dasyliiron longissimum	5 gallon	123
Mexican Grass Tree		
Ruellia peninsularis	5 gallon	26
Baja Ruellia		
Ruellia brittoniana	5 gallon	0
Desert Ruellia		
Bougainvillea 'Torch Glow'	5 gallon	149
Torch Glow Bougainvillea		
Bougainvillea 'Barbara Karst'	5 gallon	14
bougainvillea 'staked'		
Calliandra californica	5 gallon	106
Baja Fairy Duster		
Cassia nemophila	5 gallon	108
Green Cassia		
Cassia phyllodea	5 gallon	71
Silver Leaf Cassia		
Leucophyllum species	5 gallon	146
Texas Sage		
Callistemon citrinus 'Little John'	5 gallon	366
Dwarf Bottlebush		
Nerium Oleander 'petite pink'	5 gallon	89
Dwarf Pink Oleander		
Tecoma stans	5 gallon	111
Orange Jubilee / Yellow Belts		
Ruellia brittoniana	5 gallon	217
Ruellia		
Sophora secundiflora	5 gallon	111
Texas Mountain Laurel		
Eremophila 'Valentine'	5 gallon	70
'Valentine' Bush		
Caesalpinia mexicana	5 gallon U.O.N	202
Mexican Bird of Paradise		
Agave geminiflora	5 gallon	21
Twin Flower Agave		
Aloe barbadensis	5 gallon	0
Medical Aloe		
Echinocactus grusonii	10" diameter	20
Golden Barrel Cactus		
Pedilanthus macrocarpus	5 Gallon	0
Lady's Slipper		

GROUNDCOVER	SIZE	QTY
Lantana montevdensis	1 Gallon	983
Purple / Gold Lantana	50 /50 Mix	
Ruellia brittoniana 'Katie'	1 Gallon	560
Katie Ruellia		
Rosmarinus officinalis 'prostratum'	1 Gallon	182
Prostrate Rosemary		

FOREVER LAWN	SIZE	QTY
Select Surface Granite Boulders		
3x3x3 Granite Boulder - 50%		
4x4x4 Granite Boulder - 50%		
STL Header		

GRANITE MATERIAL	SIZE	QTY
Decomposed Granite - 2" Depth, 1/2" select 'Express Brown' placed in all planting areas.		
Rip Rap - 3'-6" 'Express Brown' cobble to be used as erosion/ water control device. curb cuts, down spouts.		



**PRELIMINARY LANDSCAPE PLAN**

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

50% of all trees to be 24" Box or larger



15030-ST-10  
10-27-15

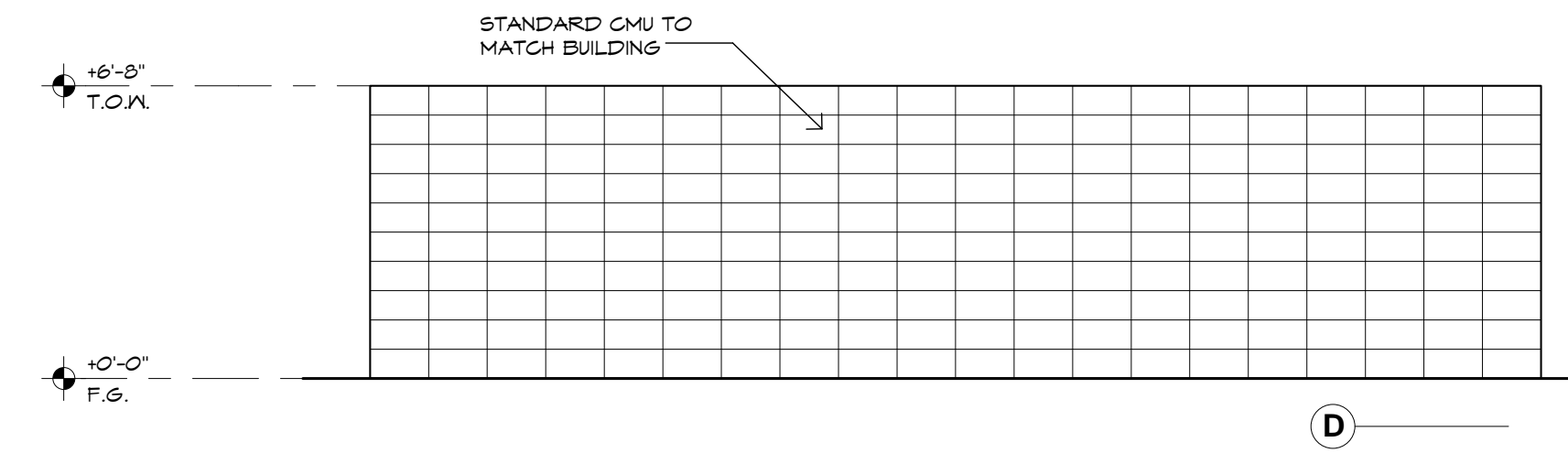
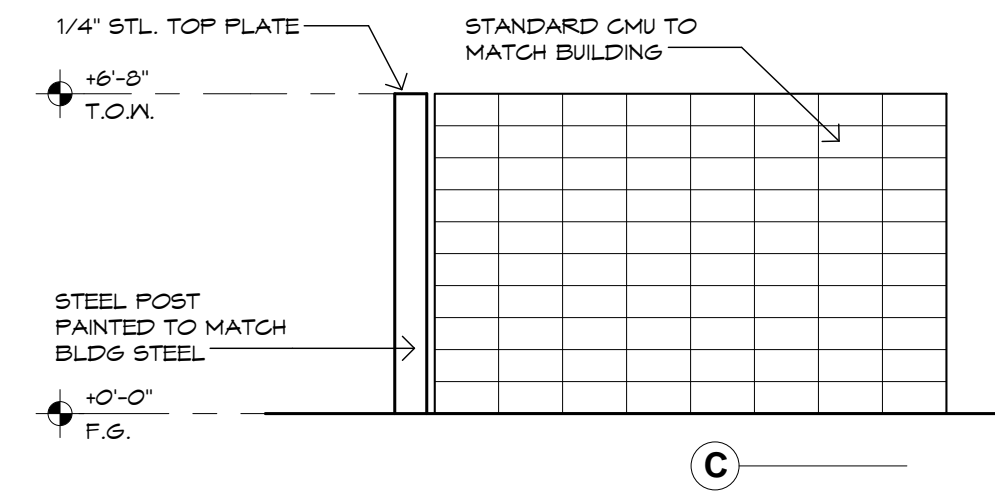
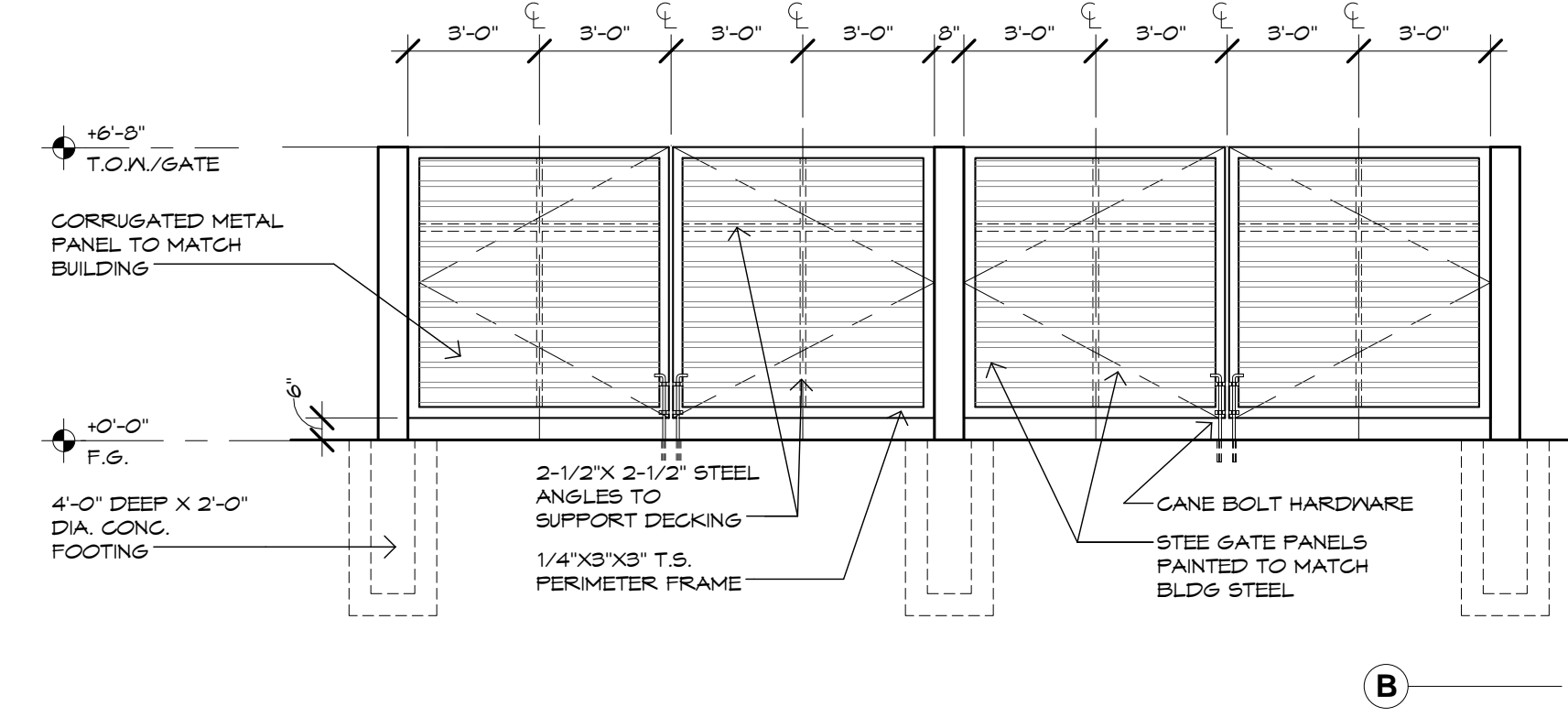
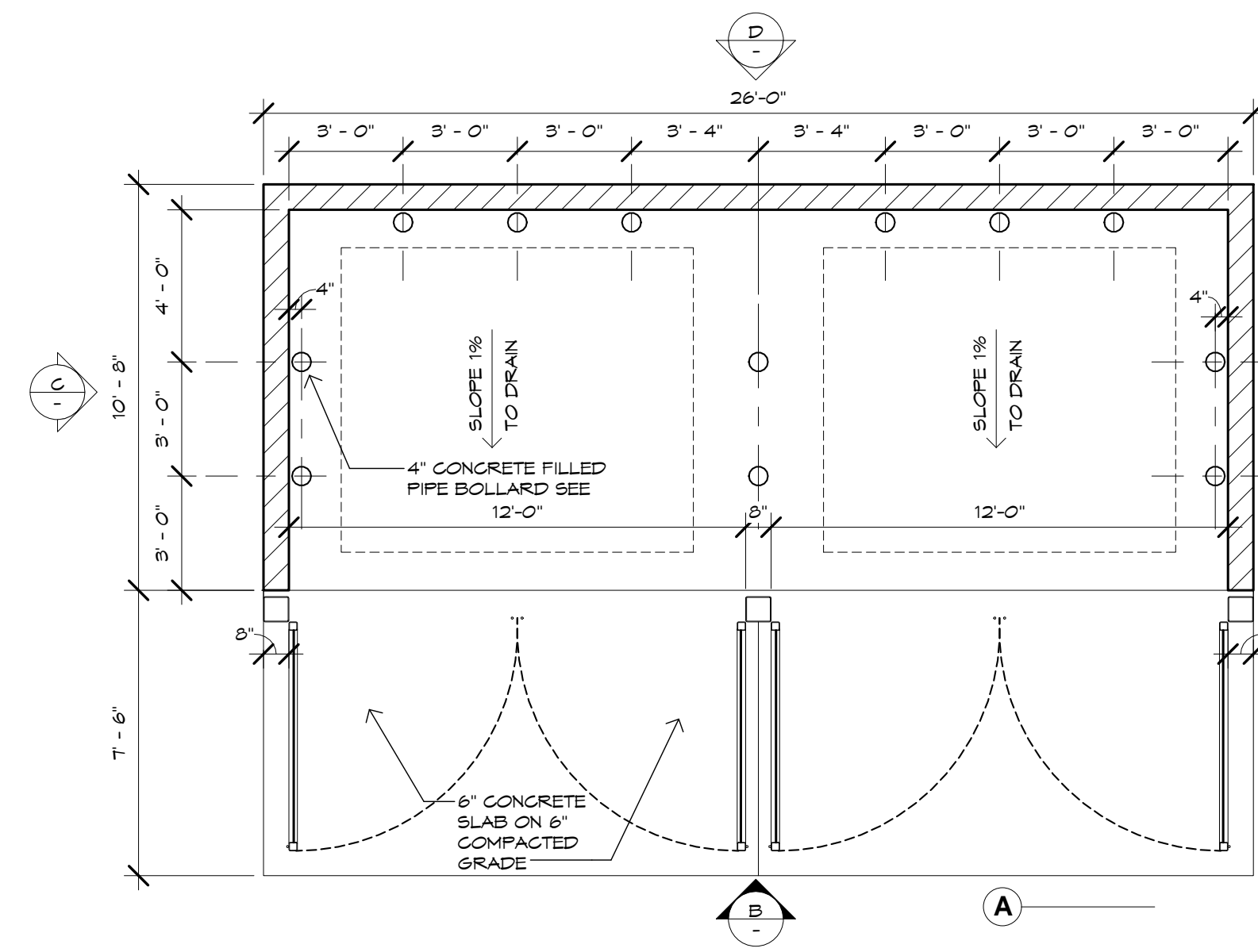


67 E. Weldon Ave.  
Suite 230  
Phoenix, Arizona 85012  
p (602) 840-7771  
f (602) 840-8021  
www.laskindesign.com

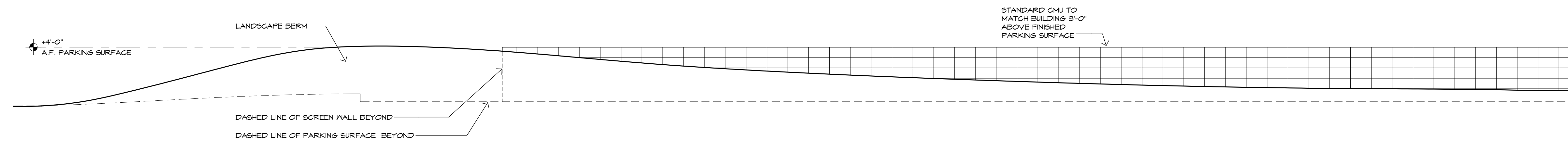


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**DR-01**



**1 TRASH ENCLOSURE**  
SCALE: 1/4" = 1'-0"



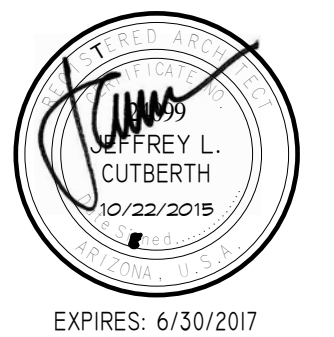
**2 PARTIAL PARKING SCREEN WALL ELEVATION**  
SCALE: 1/4" = 1'-0"

SITE DETAILS

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC

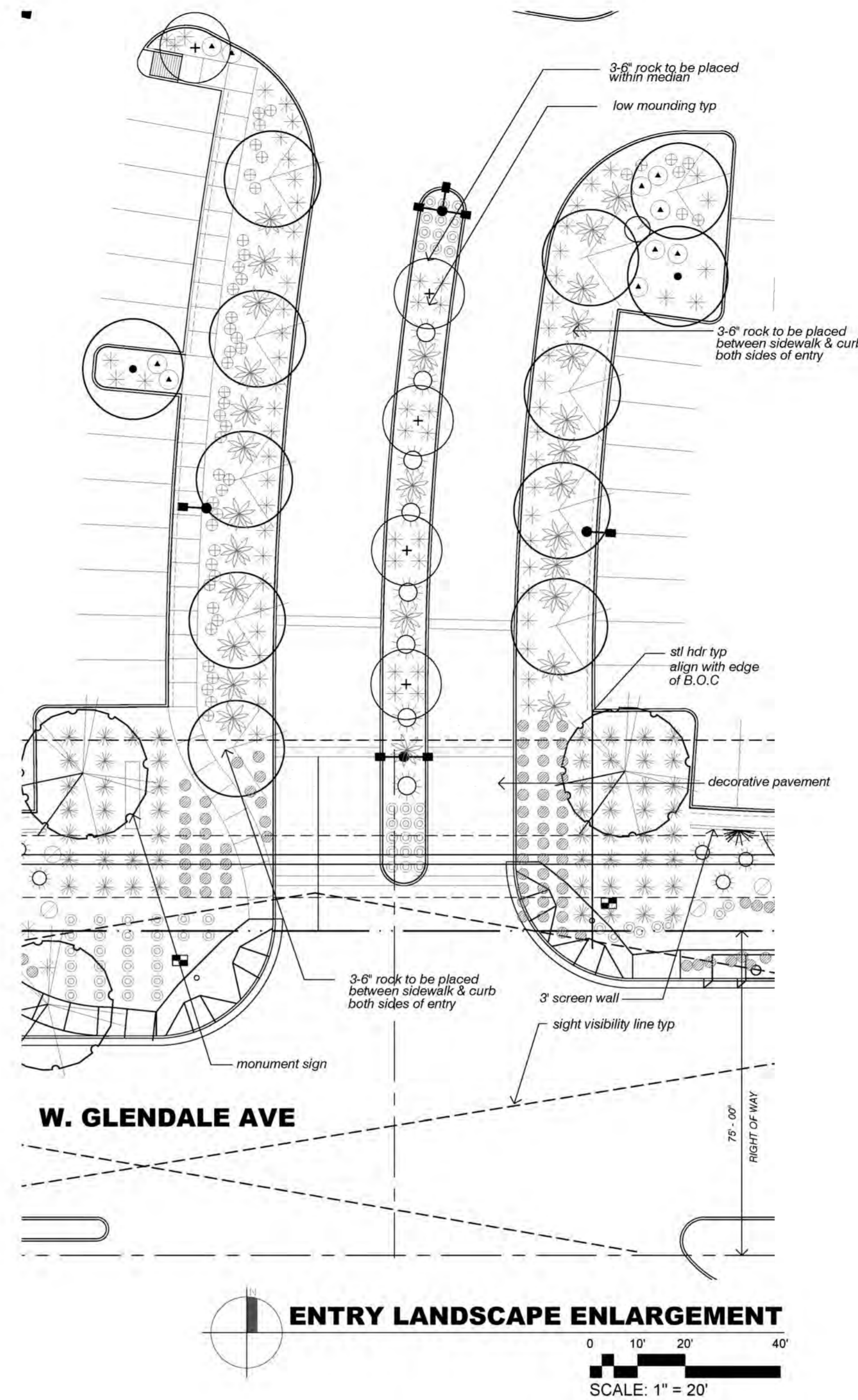
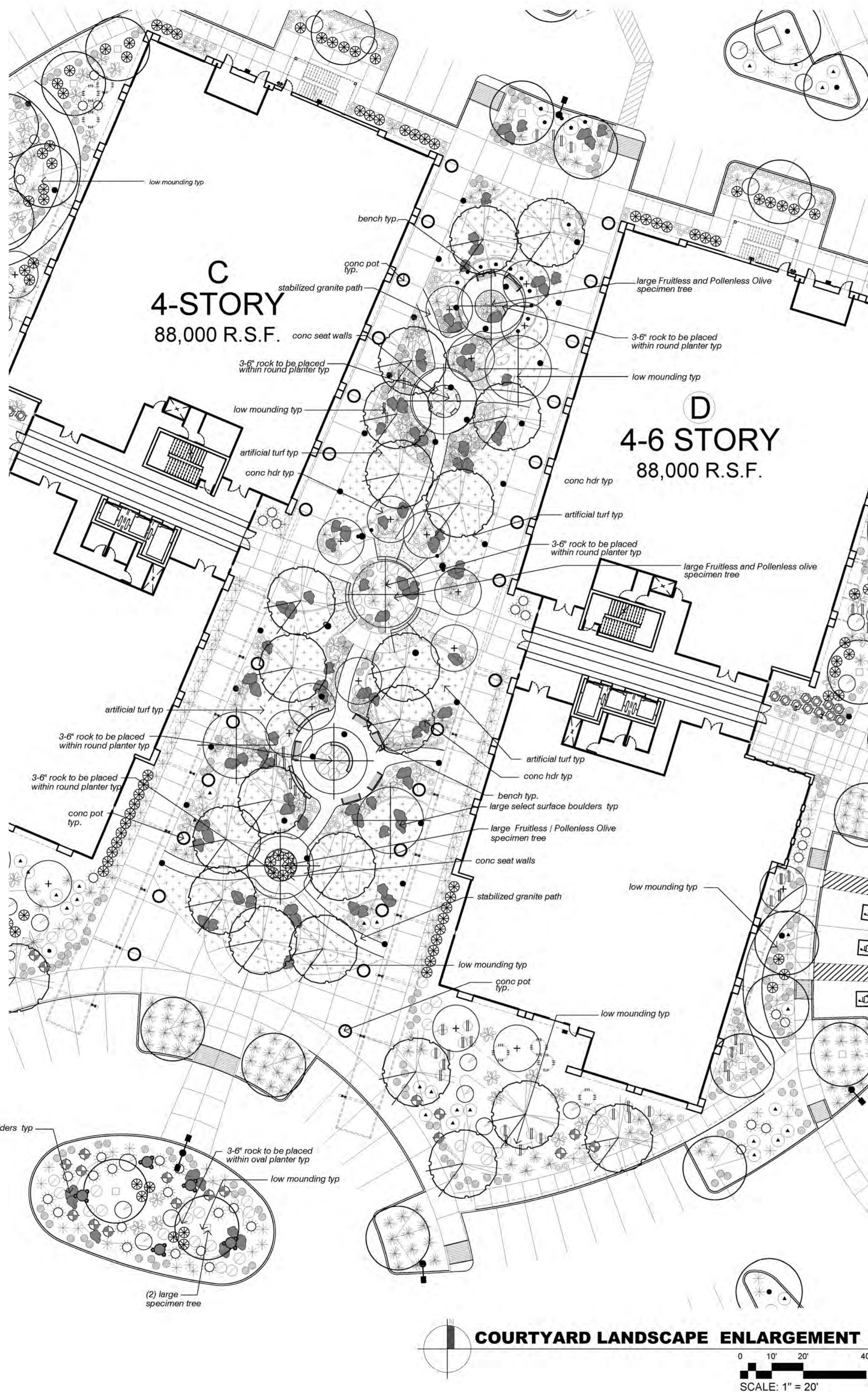


10-22-15



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architects & planners

# DR14



**LANDSCAPE LEGEND**

ALL TREES TO MEET OR EXCEED A.N.A. SPECIFICATIONS  
U.O.N - Unless otherwise noted

TREES	SIZE	QTY
Pistacia chinensis	24" Box Low Break	70
Chinese Pistache Tree	24" Box U.O.N Standard	48
Pistacia chinensis	24" Box U.O.N Standard	137
Ulmus parvifolia	24" Box Standard	66
Evergreen Elm	24" Box U.O.N Multi - trunk	25
Prosopis Hybrid	24" Box U.O.N Multi - trunk	38
AZT Thornless Mesquite	24" Box Standard	33
Olea Europaea "Swan Hill"	24" Box Standard	40
Swan Hill Olive	15 Gallon Standard	05
Eucalyptus spathulata	15 Gallon Standard	05
Narrow Leaf Eucalyptus	15 Gallon Standard	05
Acacia salicina	15 Gallon Standard	05
Willow Acacia	24" Box Standard	05
Nerium oleander "Standard"	24" Box Standard	05
Red Oleander Tree	8" - 10" spear	05
Carnegiea gigantea	NO holes or scars	05
Saguaro		

SHRUBS & VINES	SIZE	QTY
Agave weberi, murpheyi	5 gallon	103
Weberi & Murphey Agave		
Hesperaloe parviflora	5 gallon	2040
Brakelight		
Hesperaloe parviflora	5 gallon	1014
Red Yucca / Yellow Yucca		
Dasylium wheeleri	5 gallon	147
Desert Spoon		
Dasylium longissimum	5 gallon	123
Mexican Grass Tree		
Ruellia peninsularis	5 gallon	26
Baja Ruellia		
Ruellia brittoniana	5 gallon	0
Desert Ruellia		
Bougainvillea "Torch Glow"	5 gallon	149
Torch Glow Bougainvillea		
Bougainvillea "Barbara Karst"	5 gallon	14
Bougainvillea "staked"		
Calliandra californica	5 gallon	106
Baja Fairy Duster		
Cassia nemophila	5 gallon	108
Green Cassia		
Cassia phytolodnea	5 gallon	71
Silver Leaf Cassia		
Leucophyllum species	5 gallon	146
Texas Sage		
Callistemon citrinus "Little John"	5 gallon	366
Dwarf Bottlebush		
Nerium Oleander "petite pink"	5 gallon	89
Dwarf Pink Oleander		
Tecoma stans	5 gallon	111
Orange Jubilee / Yellow Bells		
Ruellia brittoniana	5 gallon	217
Ruellia		
Sophora secundiflora	5 gallon	111
Texas Mountain Laurel		
Eremophila "Valentine"	5 gallon	70
Valentine Bush		
Caesiphinia mexicana	5 gallon U.O.N	202
Mexican Bird of Paradise		
Agave geminiflora	5 gallon	21
Twin Flower Agave		
Aloe barbadensis	5 gallon	0
Medicinal Aloe		
Echinocactus grusonii	10" diameter	20
Golden Barrel Cactus		
Pedilanthus macrocarpus	5 Gallon	0
Lady's Slipper		

GROUND COVER	SIZE	QTY
Lantana montevidensis	1 Gallon	983
Purple / Gold Lantana	50 /50 Mix	
Ruellia brittoniana "Katie"	1 Gallon	560
Katie Ruellia		
Rosmarinus officinalis "prostratum"	1 Gallon	182
Prostrate Rosemary		

**FOREVER LAWN**

- Select Surface Granite Boulders
- 3x3x3 Granite Boulder - 50%
- 4x4x4 Granite Boulder - 50%
- STL Header

**GRANITE MATERIAL**

Decomposed Granite - 2" Depth, 1/2" select 'Express Brown' placed in all planting areas.

Rip Rap - 3"-6" "Express Brown" cobble to be used as erosion/ water control device. curb cuts, down spouts.

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



15030-ST-10  
10-27-15



Butler Design Group, Inc.  
architects & planners

DR-02



**PAINT COLOR PALETTE** by Dunn Edwards



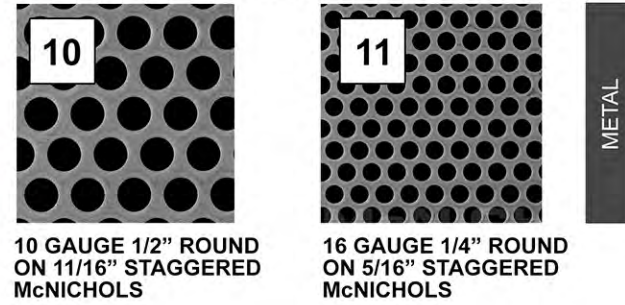
**MASONRY** by Superlite/Trendstone - Trenwyth



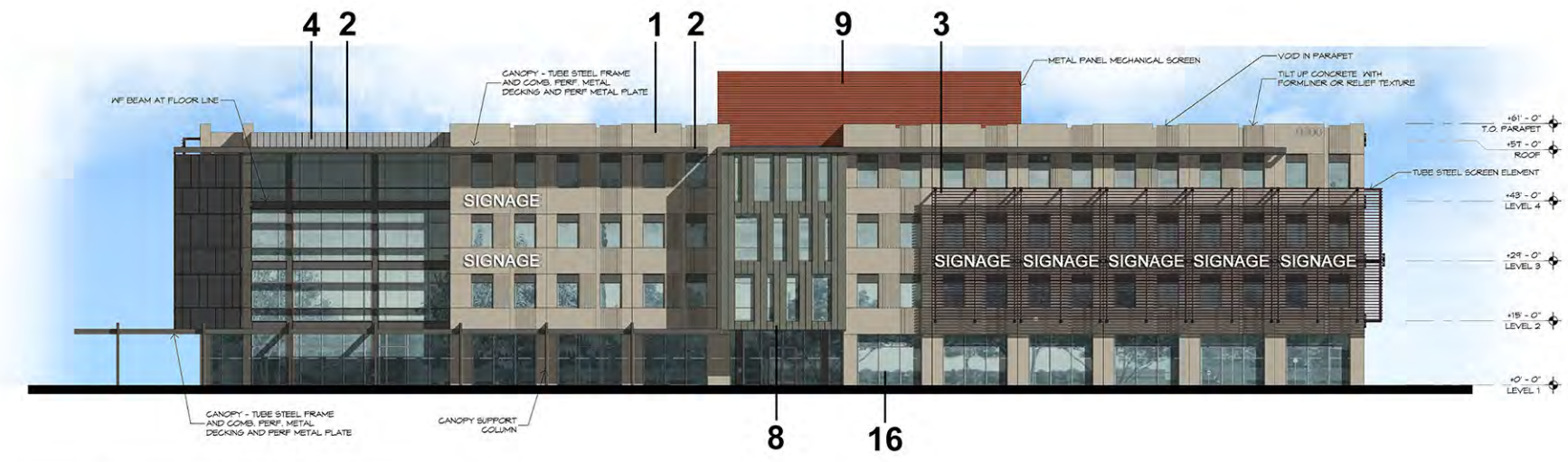
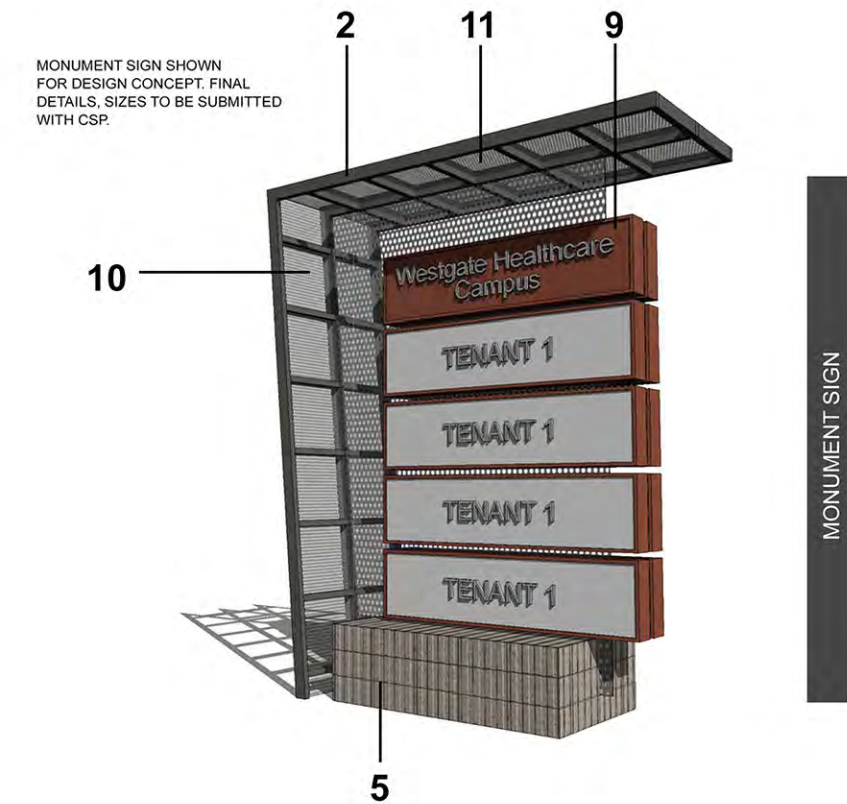
**PREFINISHED METAL WALL PANEL**



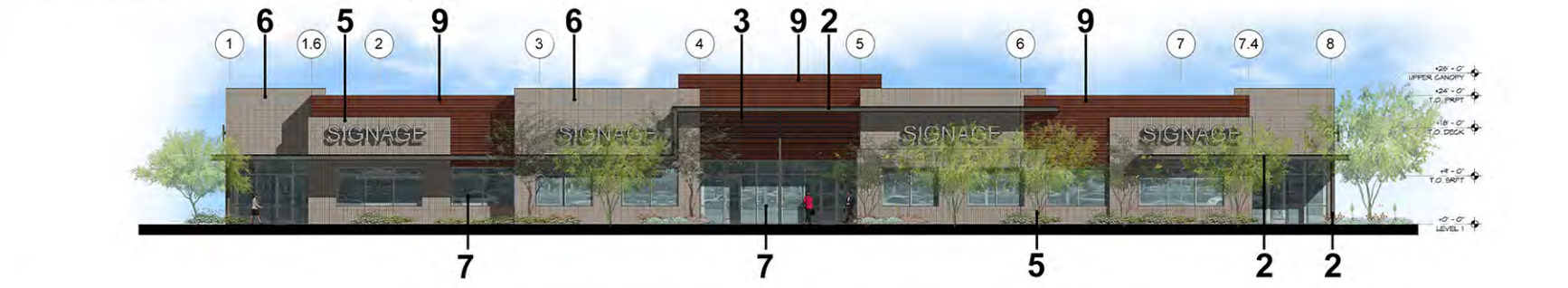
**PERFORATED METAL (Painted DET628)**



**CONCRETE** by Davis Color



ELEVATION - BUILDING C



ELEVATION - BUILDING A

**COLOR AND MATERIAL BOARD**  
**Westgate Healthcare Campus**  
 Glendale, Arizona  
 101 W. Healthcare LLC





# WESTGATE

## Healthcare Campus

Glendale Ave. & 99th Ave., Glendale, AZ

Prepared By:



2631 N. 31st Ave.  
Phoenix, AZ 85009  
602-278-6286  
royalsign.net



## Comprehensive Sign Program Contents

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Section



# General Information



## Intent of Signage / Narrative

### Intent of Signage and Graphics Criteria

Westgate Healthcare Campus (WHC) encourages its tenants to be creative with their signage designs and does not wish to impose upon or hinder any tenants sign ambitions.

The intent of the Signage and Graphics Criteria for WHC is to produce a consistent collage of signs that taste fully inform, delight and stimulate the patron while fitting in seamlessly with the context of the environment. All proposed designs and sign materials must be consistent with the design theme, enhancing the storefront and evoking a positive medical healthcare image. Each proposed sign will be evaluated on its originality and compatibility with the neighboring signs and its overall image at WHC.

All signs must comply with all City of Glendale sign ordinance (not expounded upon in this criteria) and will be required to have sign permits issued by the city of Glendale. As of June 2015, the City of Glendale sign code can be viewed in its entirety at: [municode.com/library/az/glendale/codes/codes\\_of\\_ordinances](http://municode.com/library/az/glendale/codes/codes_of_ordinances)

The Landlord reserves the sole right to interpret, enforce and administer this Signage and Graphics Criteria.

For questions regarding the signage & graphics criteria, or for help with the fabrication and/or installation of your sign package, please contact:

Dane Alvord  
Royal Sign  
602-278-6286 Ext. 212  
dane@royalsign.net



## General Requirements

- A). Imaginative sign layouts are encouraged.
- B). Each tenant will submit digital copies of detailed drawings specifying the location, size, layout, design methods of illumination and color of the proposed sign, including lettering and/or any special logo graphics. Submit drawings via E-mail to Landlord.
- C). After written approval of the tenant's sign plans have been provided by the Landlord, all permits for signs and their installation shall be obtained by the tenant or its representative from the City of Glendale prior to sign installation.
- D). The tenant must have their signage installed no later than 45 days after opening business to the public.
- E). Any signs installed or placed by the tenant on the premises or within the common area without the prior written approval of the Landlord will be subject to removal and proper installation at the tenant's cost. The tenant shall upon request of the Landlord, immediately remove any sign placed in, upon, above or about the premises, or in the common area, and which has not been approved in writing by the Landlord. If the tenant fails or refuses to do so, the Landlord may enter upon the premises and remove the same. The tenant shall be responsible for damages to cover the cost of repairs to sign fascia or removal of signage resulting from unapproved installations. The tenant shall be solely responsible for any and all fines, duties and liens whatsoever imposed upon the Landlord or WHC by any governmental body or agency having jurisdiction there over pertaining to any sign which the tenant has placed or permitted to be placed in, upon, above or about the premises which is in violation of any ordinance, rule, law, directive, regulation, requirement, guideline or order of such body or agency. The tenant agrees that the exterior signs of the premises shall remain illuminated during the standard hours of operation of WHC established by the Landlord.

## Prohibited Signs

- Conventional acrylic faced sign cabinets.
- Raceway mounted signage (on any segment of wall fascia other than trellis of canopy mounted signs).
- Painted or hand lettered signs.
- Paper, cardboard and Styrofoam signs.
- Vacuum formed or injection-molded plastic signs.
- Flashing, moving or audible signs.
- Inflatable signs or graphic devices.
- Flags or pennants.
- Internally illuminated awnings.
- PK mounted Illumination.
- Other signs deemed unsuitable by the Landlord.

## Upon Completion of Tenure

Customer is responsible for:

- Removal of all retired signage.
- Replace any segment of damaged fascia materials used for tenants signage.
- Re-facing their under canopy sign with a new, blank face.
- Replacing any occupied tenant panels with new, blank units.



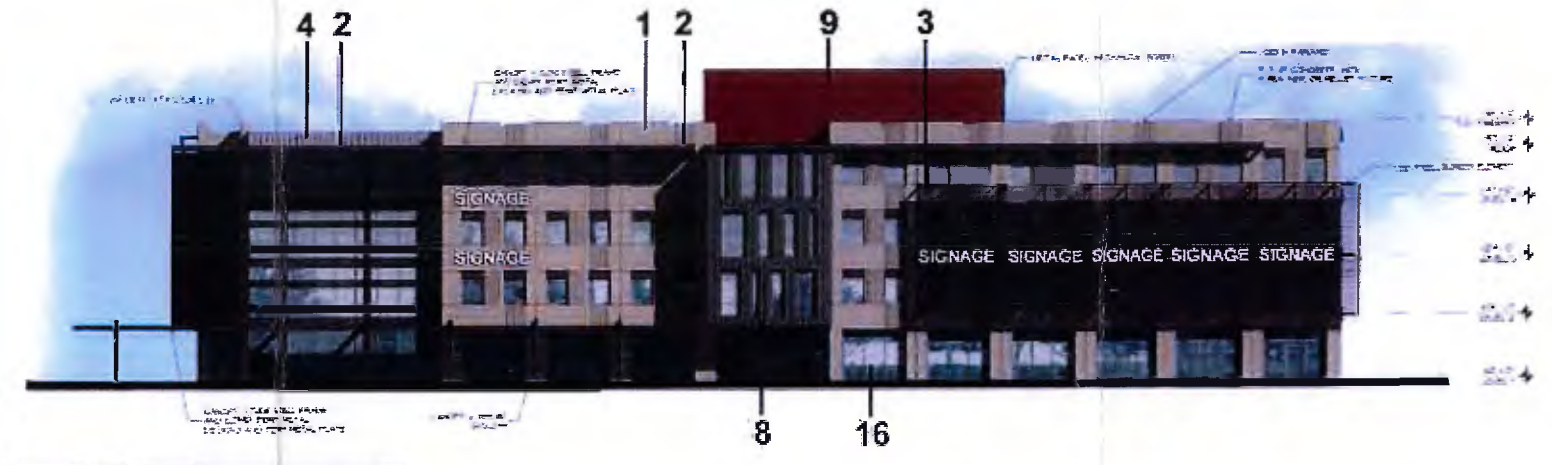
**PAINT COLOR PALETTE** by Dunn Edwards



**MASONRY** by Superlite/Trendstone - Trenwyth



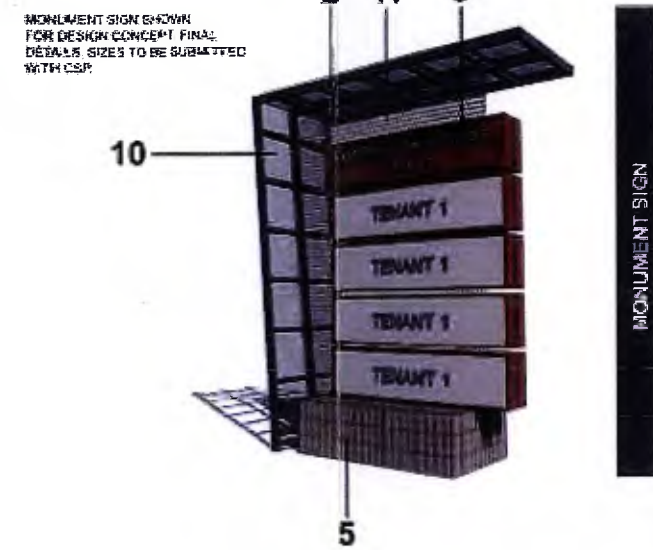
**PREFINISHED METAL WALL PANEL** and **PERFORATED METAL (Painted DET)**



ELEVATION - BUILDING C



ELEVATION - BUILDING A



MONUMENT SIGN SHOWN FOR DESIGN CONCEPT. FINAL DETAILS, SIZES TO BE SUBMITTED WITH CSP.

MONUMENT SIGN

**Westgate  
Healthcare  
Campus**  
Glendale, Arizona  
101 W. Healthcare LLC







**COLOR AND MATERIAL BOARD**

Section

B

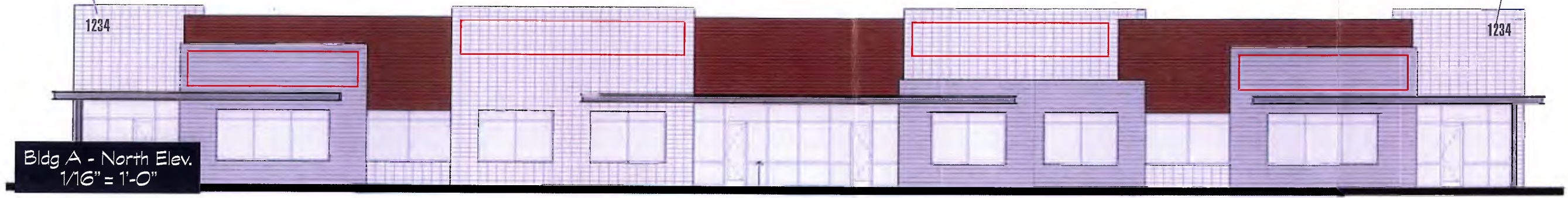
# Tenant Signage

# Sign Design Criteria Grid (Westgate Healthcare Campus)

Sign Type	Size	Location	Height	Illumination	Materials
 <p><b>Wall Signage</b></p>	<p>All tenants are allowed 1 square foot of signage for every 1 linear foot of leasing elevation.</p> <p>Elevations facing Glendale Ave or 99th Ave are allowed 1.5 square feet of signage for every 1 linear foot of leasing frontage.</p> <p>There are no sum total limitations of sign area for the property, per building or per tenant.</p>	<p>Wall signs must be located inside of the sign envelopes shown on the included elevations.</p> <p>Sign locations outside of the illustrated sign envelopes will only be permitted with landlord approval.</p>	<p>Wall signage must fit inside the natural limitations of the sign envelope created by the building architecture, and must not extend above the roofline.</p>	<p>Facelit, backlit, indirect or a combination thereof.</p>	<p>Aluminum, acrylic, painted metal.</p> <p>All electrical sign components must be U.L. rated.</p> <p>No labels will be permitted on the exposed surface of signs, except those required by local ordinances.</p> <p>All penetrations of the building structure required for sign installation must be neatly sealed in a watertight condition.</p>
 <p><b>Remote Wall Signage</b></p>	<p>Remote signage is limited to 50 square feet (minimum). Maximum (square footage) at Landlord's discretion.</p>	<p>Certain wall segments and specific locations of the multi-tenant building are designated for remote signage.</p> <p>These remote sign locations are distributed to tenants at the sole discretion of the landlord. Priority is given to anchor tenants and other tenants without visibility on Glendale Ave. or 99th Ave.</p> <p>Remote signage must be located inside of the designated remote sign envelopes illustrated.</p>	<p>The maximum height of any letter or logo inside of a remote sign envelope is 36" up to 48" with Landlord approval.</p>	<p>Facelit.</p>	<p>Aluminum, acrylic, painted metal.</p> <p>All electrical sign components must be U.L. rated.</p> <p>No labels will be permitted on the exposed surface of signs, except those required by local ordinances.</p> <p>All remote signage is located on the metal fascia grids and the attachment method illustrated on page 13 must be strictly adhered to.</p>
 <p><b>Canopy Signs</b></p>	<p>All tenants are allowed 1 square foot of signage for every 1 linear foot of leasing elevation.</p> <p>Elevations facing Glendale Ave or 99th Ave are allowed 1.5 square feet of signage for every 1 linear foot of leasing frontage.</p> <p>There are no sum total limitations of sign area for the property, per building or per tenant.</p>	<p>On the leading edge of canopy, centered above a tenants storefront.</p> <p>First floor tenants only.</p>	<p>Bottom of letters must be flush with the top of the canopy.</p> <p>Maximum letter height is 30". Anything larger must have Landlord approval.</p>	<p>Facelit or non-illuminated.</p>	<p>Aluminum, acrylic, painted metal.</p> <p>All electrical sign components must be U.L. rated.</p> <p>No labels will be permitted on the exposed surface of signs, except those required by local ordinances.</p> <p>All signage is located on top of a canopy and the attachment method illustrated on page 14 must be strictly adhered to.</p>
 <p><b>Under Canopy Signs</b></p>	<p>The size of the undercanopy signage is limited to the area of the standard under canopy sign design for the property.</p>	<p>Outside the leasing space of first floor tenants.</p>	<p>Under canopy signs must be mounted at a standard height of 8' 6" measured from grade to the lowest edge of the sign.</p>	<p>Non-illuminated.</p>	<p>Aluminum, acrylic and painted metal.</p> <p>All tenant identification must be applied flat cut out dimensional letters with a minimum depth of 1/4".</p>
 <p><b>Window Signs</b></p>	<p>Window signage should be subtle and modest.</p> <p>A maximum of 20% of the window area may be covered by window graphics. No window wraps or coverings will be permitted.</p> <p>Window signage does not require a permit, however, all window signage must be approved by the landlord.</p>	<p>On the windows of a tenant's leased space.</p>	<p>The height of all window signage will be reviewed on an individual tenant and site-specific basis.</p>	<p>Non-illuminated</p>	<p>Applied vinyl graphics and glazing.</p>
 <p><b>Monument Signs</b></p>	<p>All monument signs have 72 - 100 square feet of advertising copy distributed between 4 to 5 tenant panels per side of sign.</p> <p>The usage of tenant panels on each of the monument signs will be determined by, and at the discretion of the Landlord.</p>	<p>Five monument signs will be located on the property:</p> <p>Three (3) monument signs will be located on Glendale Ave. and two (2) monument signs will be located on 99th Ave.</p>	<p>The primary entry monument sign is 18' tall. The four other monument signs are 16' tall.</p> <p>All tenant panels are 2' tall.</p>	<p>Internally illuminated.</p>	<p>All tenant panels are aluminum with a light montex finish.</p> <p>Tenant copy must be routed out and backed with 1" deep acrylic push through letters.</p>

Address #'s

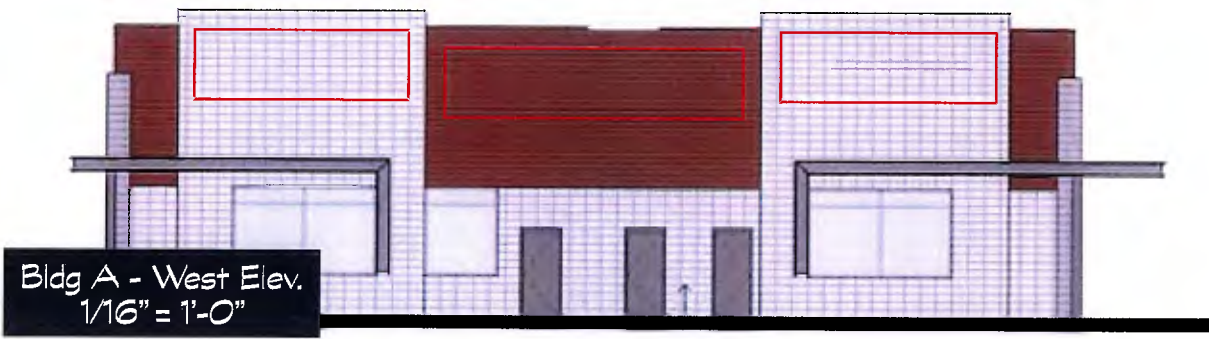
Address #'s



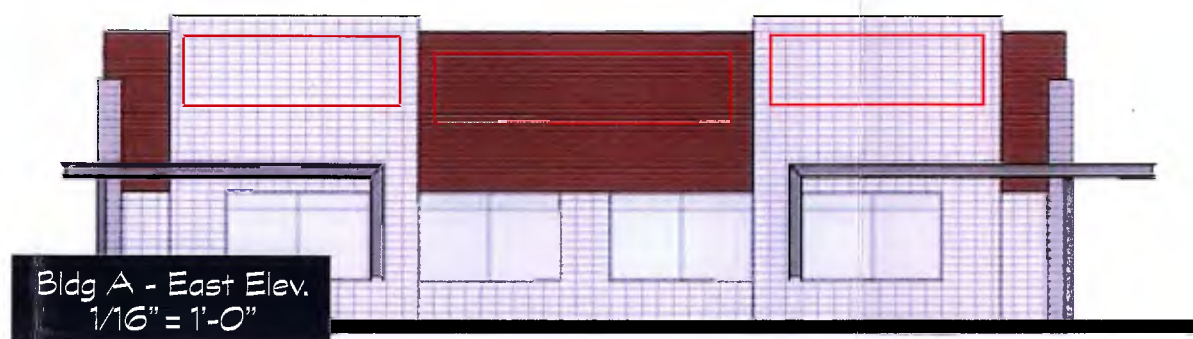
Bldg A - North Elev.  
1/16" = 1'-0"



= Sign Envelope



Bldg A - West Elev.  
1/16" = 1'-0"



Bldg A - East Elev.  
1/16" = 1'-0"

Address #'s

Address #'s



Bldg A - South Elev.  
1/16" = 1'-0"



Bldg C - East Elev. / Bldg D - West Elev.  
1/32" = 1'-0"

**A** [Red Rectangle] = Sign Envelope

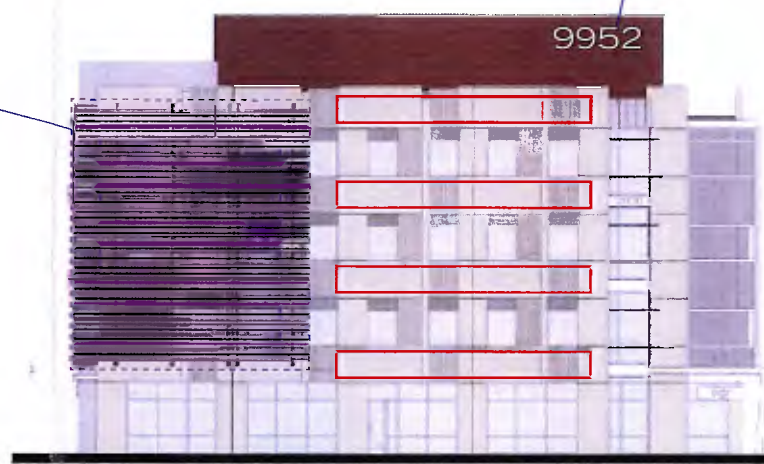
**C** [Green Rectangle] = Canopy Sign Envelope

Address #'s  
(actual # not shown)

Address #'s  
(actual # not shown)



Remote Sign Area



Bldg C and D - North Elev.  
1/32" = 1'-0"

Bldg C and D - South Elev.  
1/32" = 1'-0"

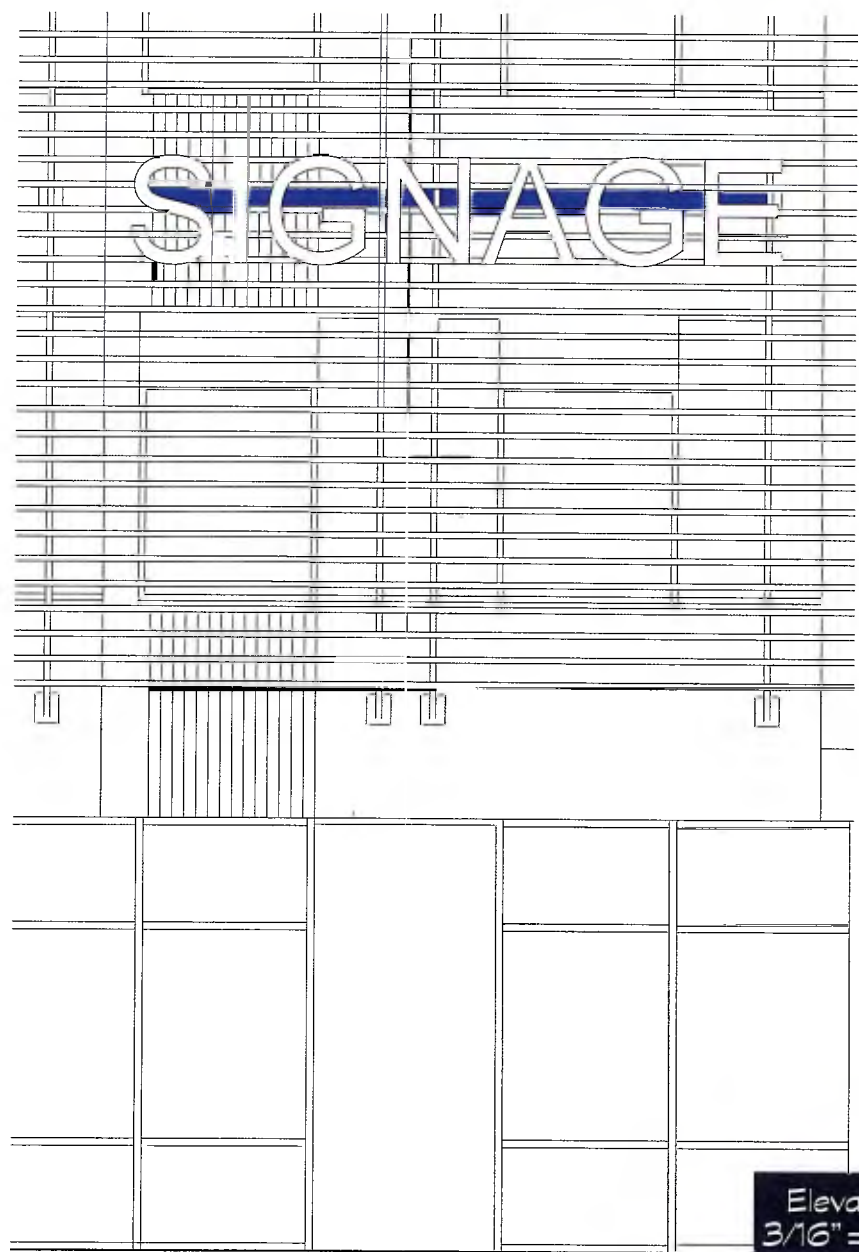
**B** [Purple Rectangle] = (Remote) Sign Envelope

Address #'s  
(actual # not shown)

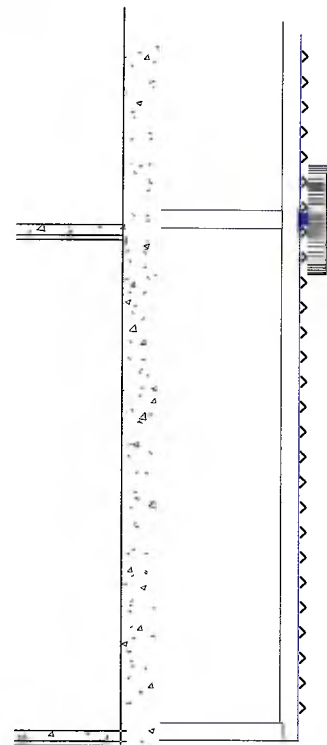


Bldg D - East Elev. / Bldg C - West Elev.  
1/32" = 1'-0"

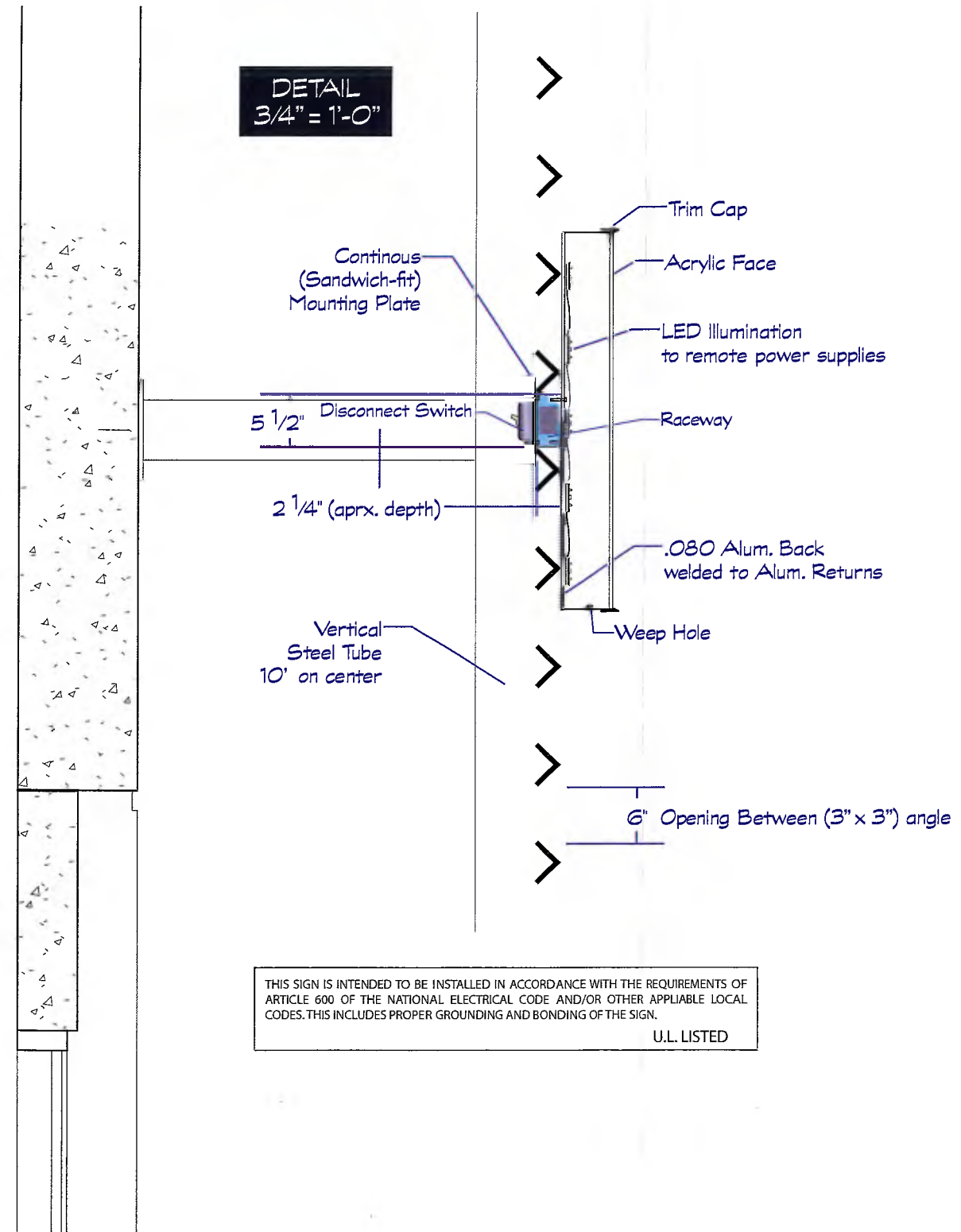
PAN CHANNEL LETTER TO TRELLIS ATTACHMENT



Elevation  
3/16" = 1'-0"

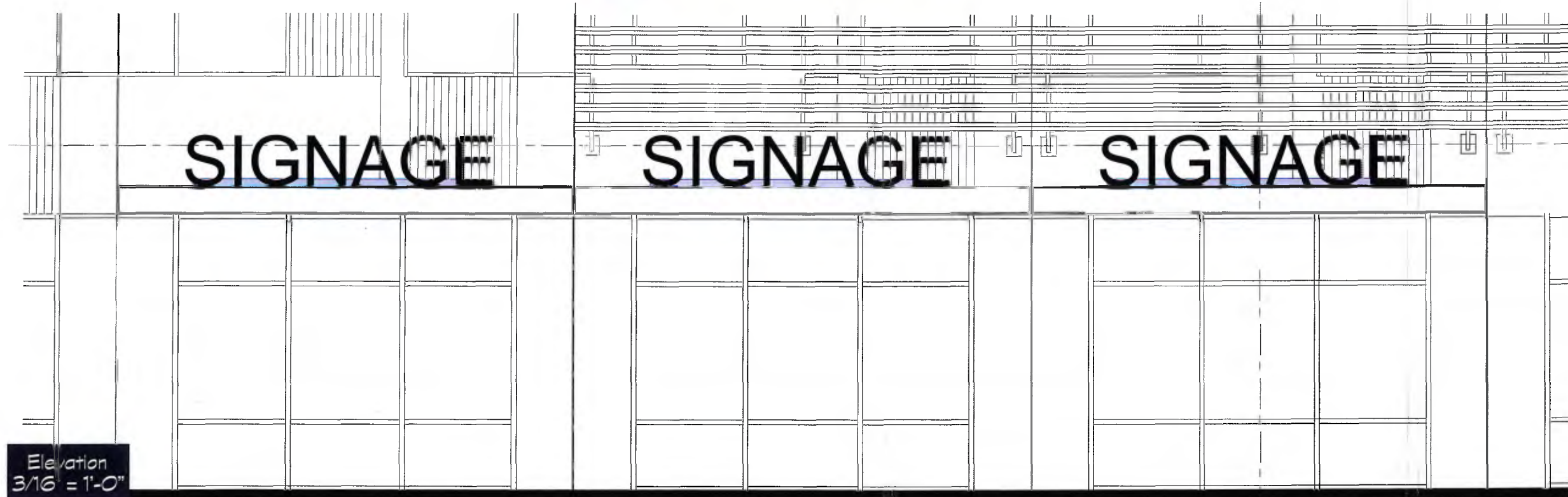


DETAIL  
3/4" = 1'-0"

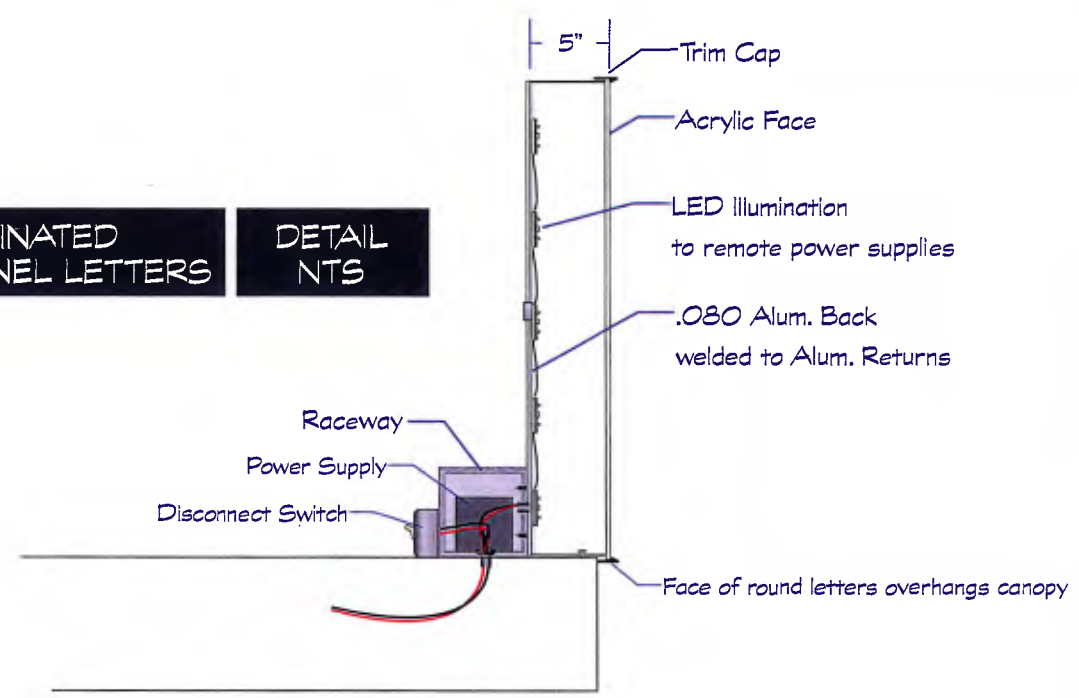


THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.  
U.L. LISTED

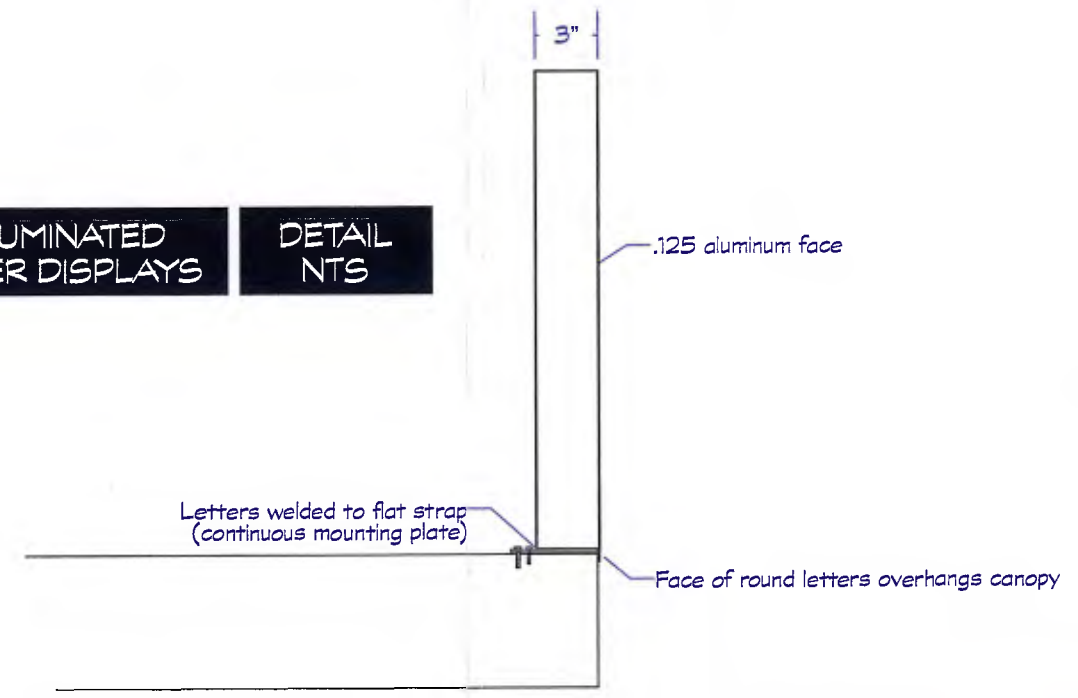
**C** CHANNEL LETTER TO CANOPY ATTACHMENT



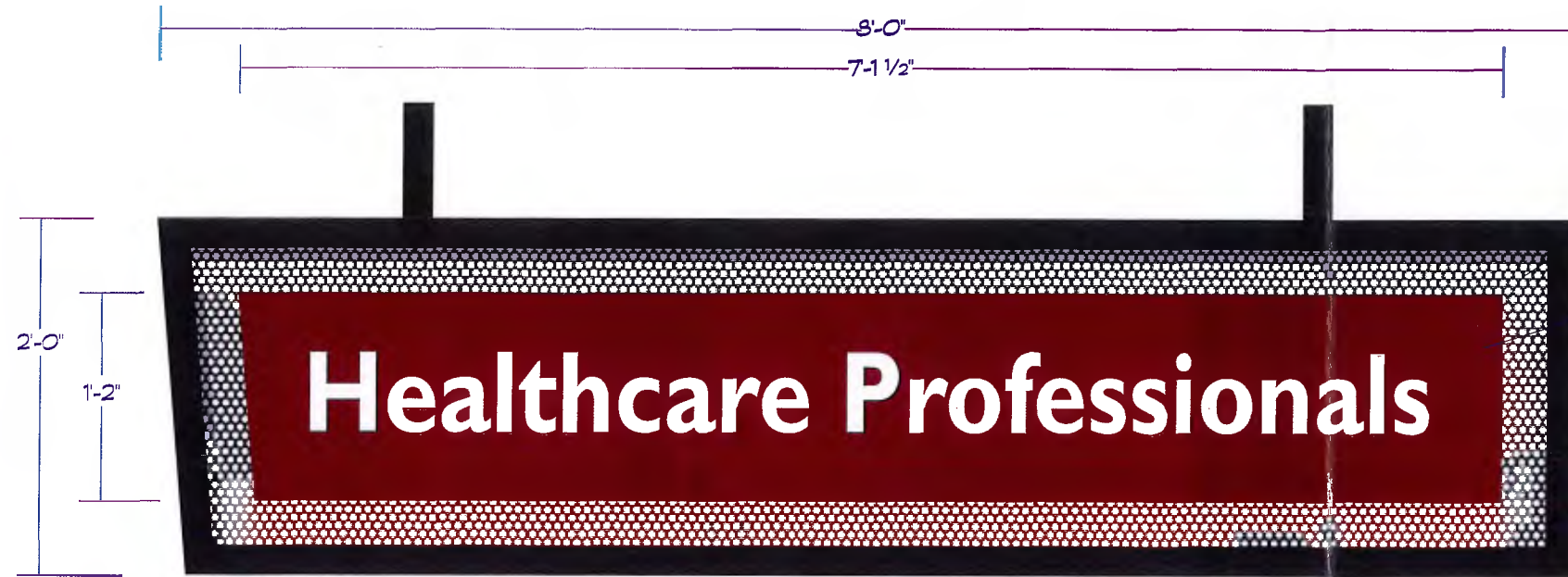
**ILLUMINATED PAN CHANNEL LETTERS** **DETAIL NTS**



**NON-ILLUMINATED RPC LETTER DISPLAYS** **DETAIL NTS**

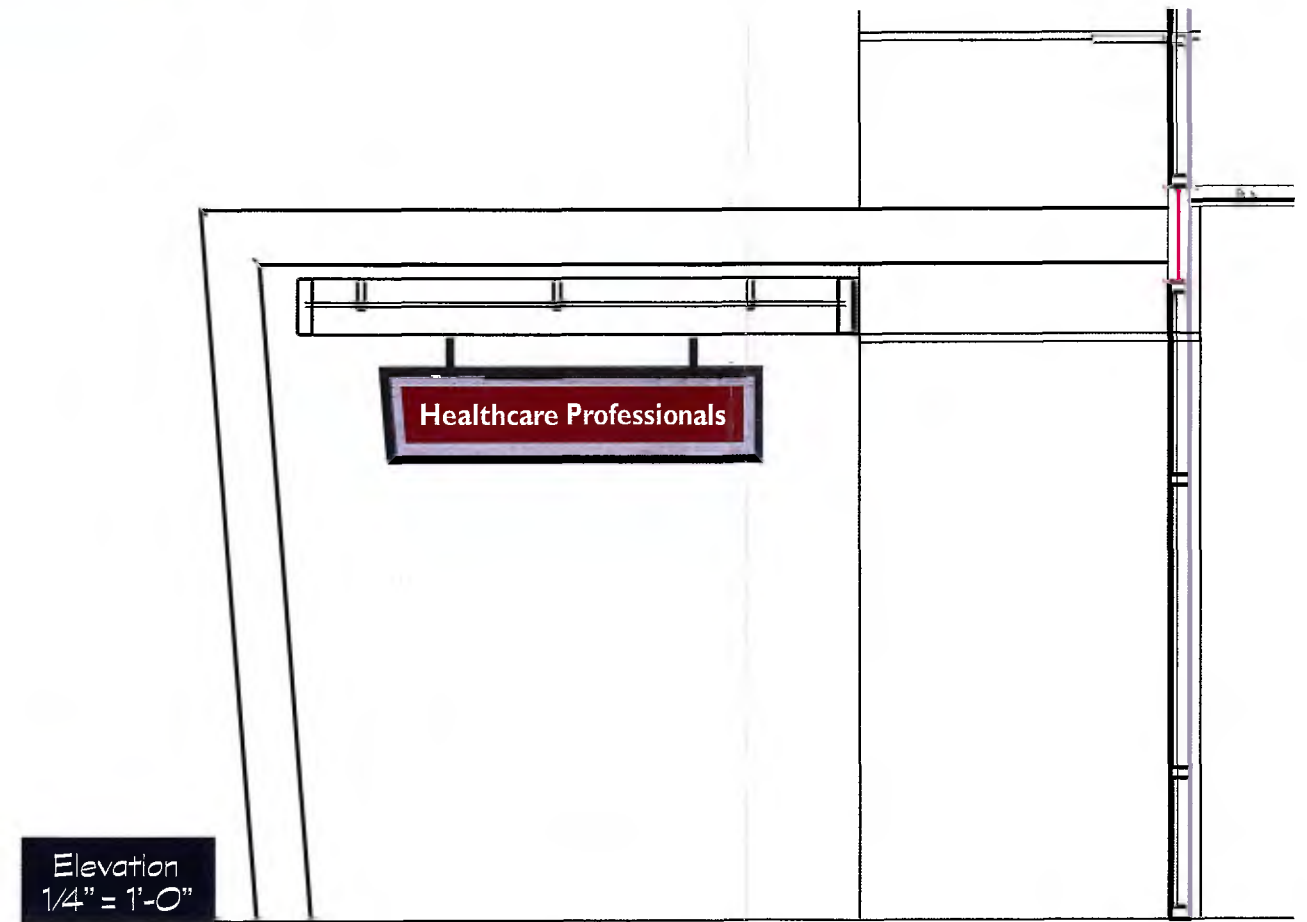


THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.  
U.L. LISTED



- Perforated aluminum mesh painted to match DET628 Charcoal Sketch sandwiched between:
- .188 acrylic faces painted to match Terra Cotta Kynar 500 mounted to mesh using partition bolts (painted to match); Tenant copy to be 1/4" thick FCO acrylic, painted semigloss white pin-mounted (flush) to background
- 2" aluminum sq. tube framing (welded) painted to match DET628 Charcoal Sketch

**D** DOUBLE-FACED UNDER CANOPY SIGN Elevation 1/4" = 1'-0"



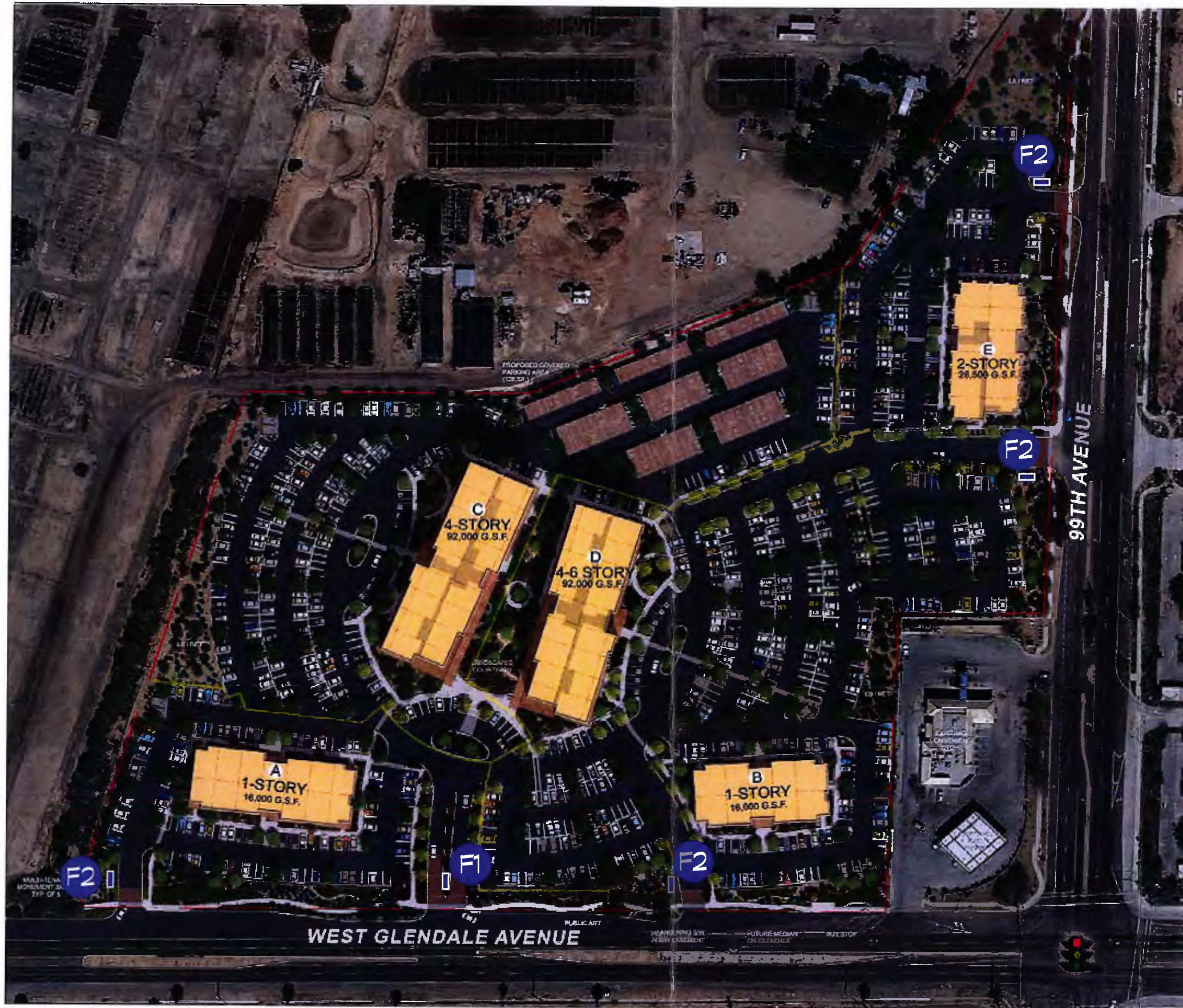
ATTACHMENT METHOD T.B.D.

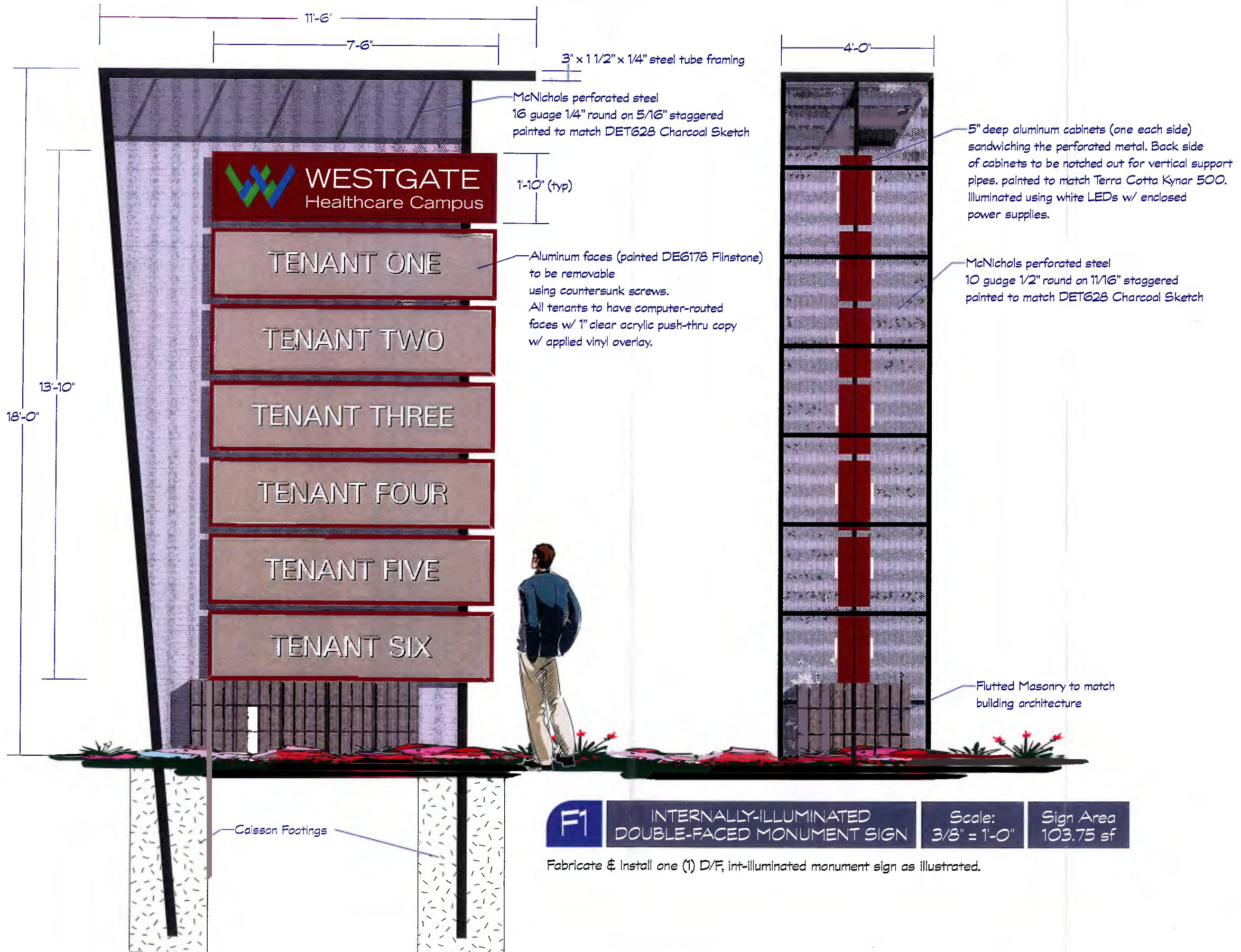


Section



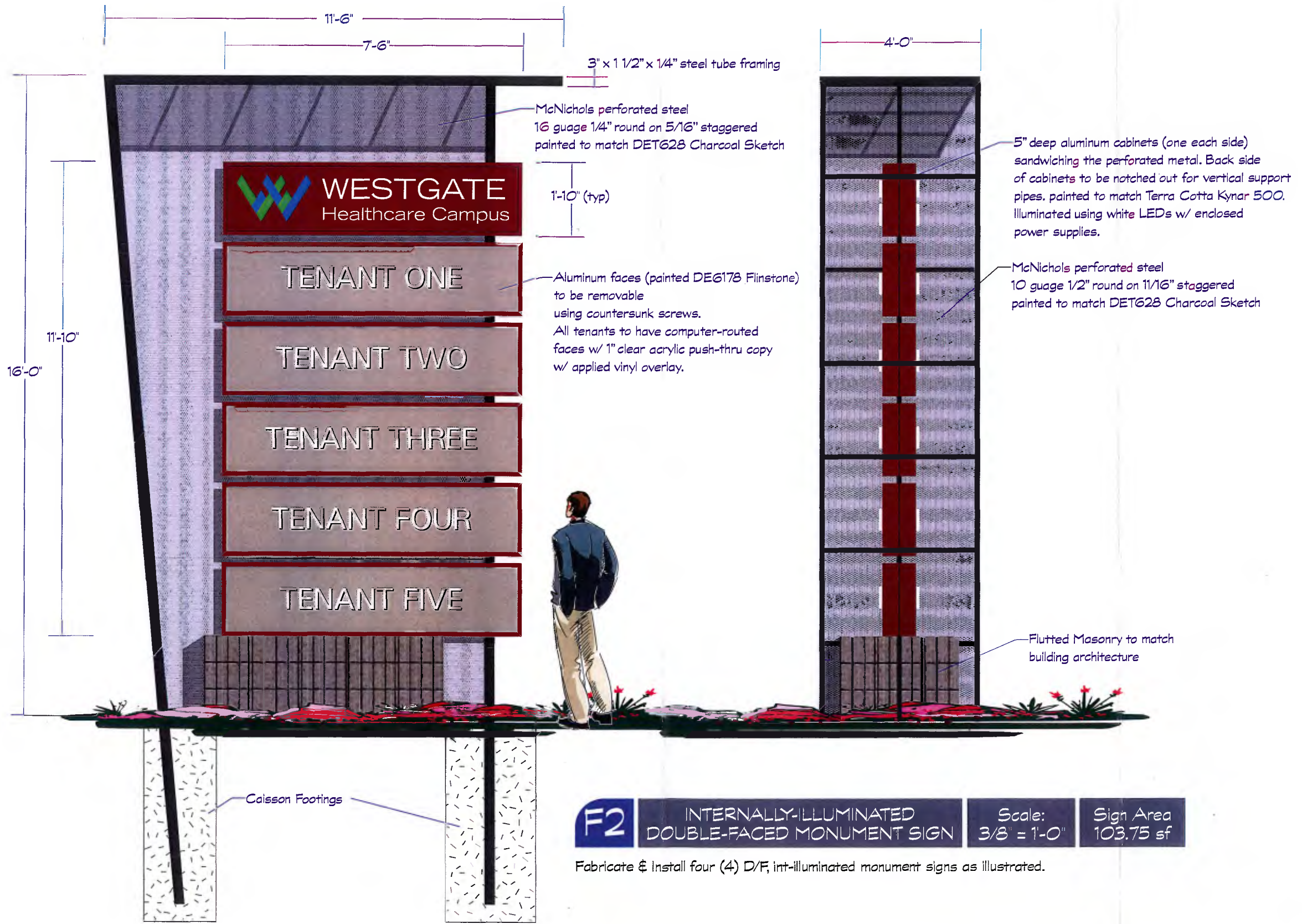
# Property Signage





<b>F1</b>	<b>INTERNALLY-ILLUMINATED DOUBLE-FACED MONUMENT SIGN</b>	Scale: 3/8" = 1'-0"	Sign Area 103.75 sf
-----------	--	------------------------	------------------------

Fabricate & Install one (1) D/F, int-illuminated monument sign as illustrated.

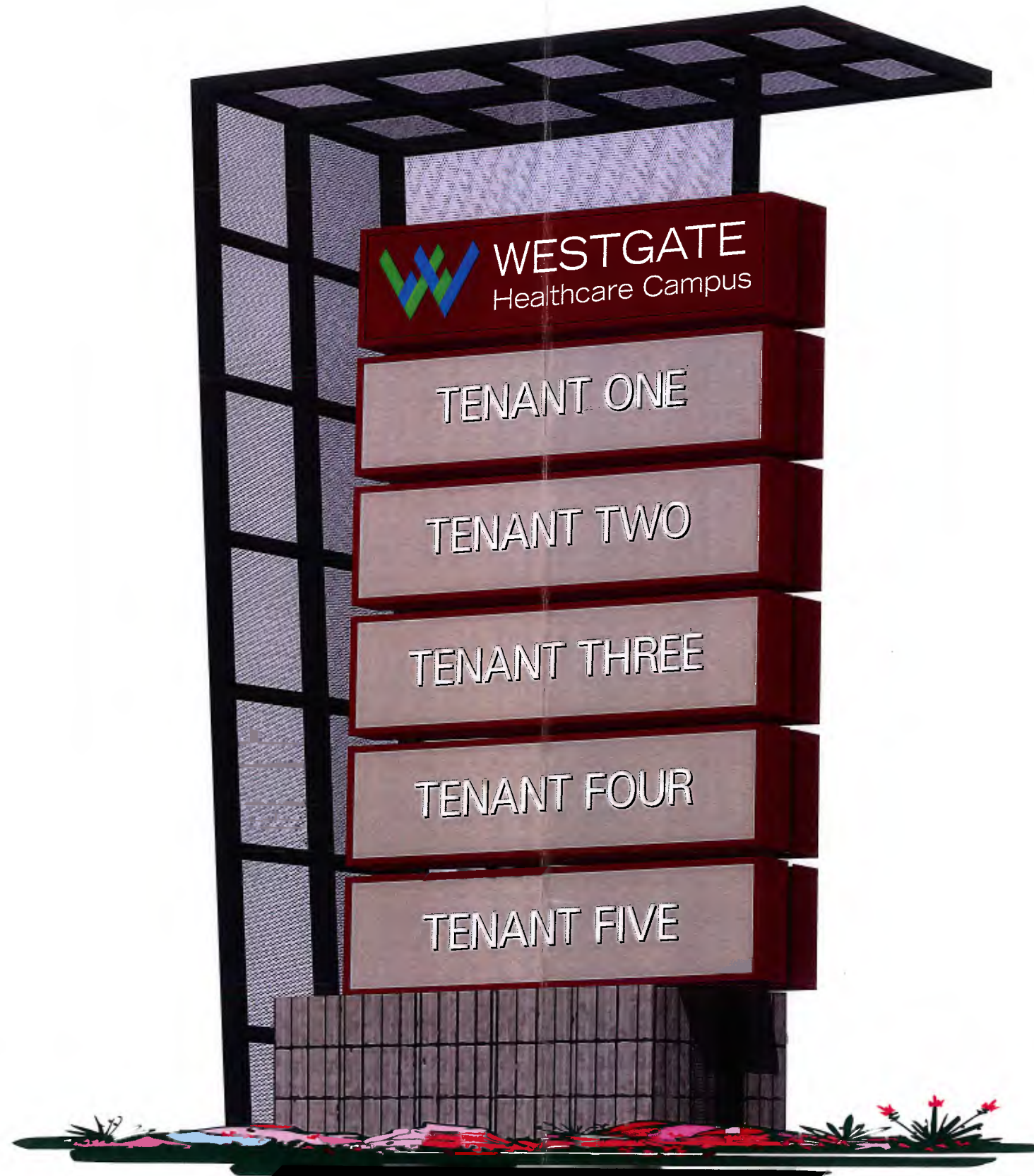


**F2** INTERNALLY-ILLUMINATED  
DOUBLE-FACED MONUMENT SIGN

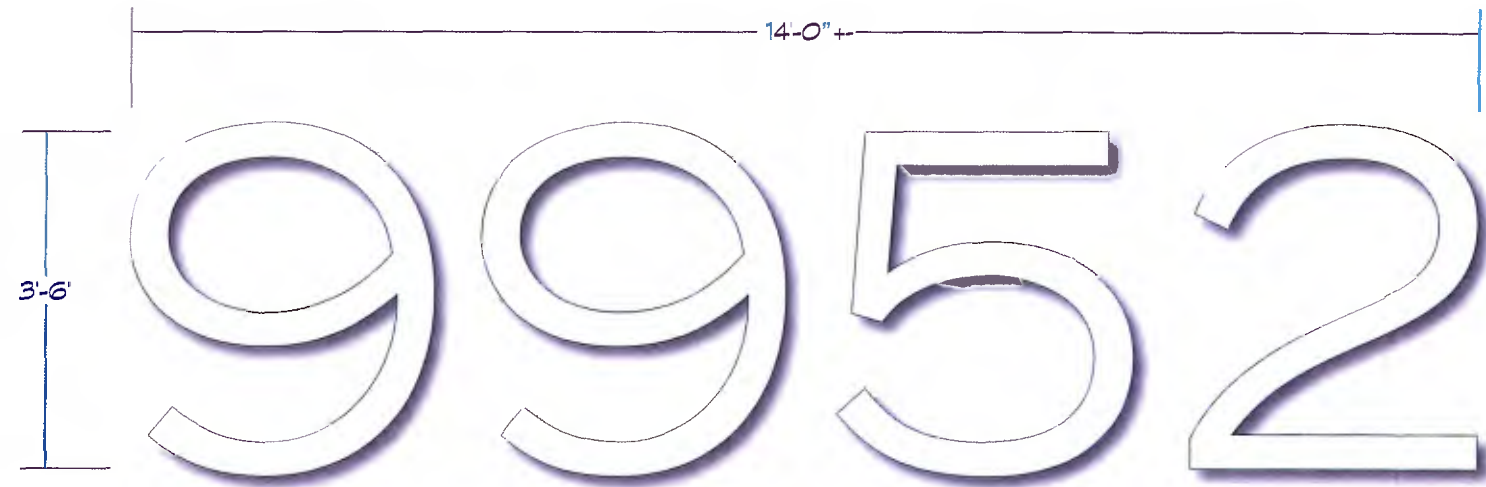
Scale:  
3/8" = 1'-0"

Sign Area  
103.75 sf

Fabricate & Install four (4) D/F, int-illuminated monument signs as illustrated.



F2 Conceptual Perspective  
NTS

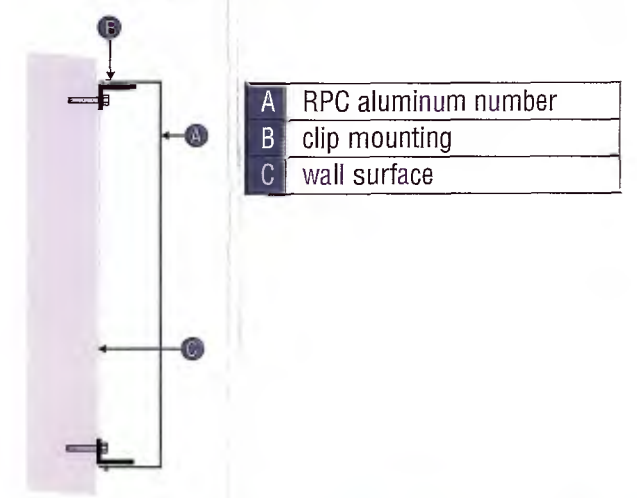


**G** NON-ILLUMINATED BUILDING ADDRESS NUMBERS Scale: 1/2" = 1'-0"

Aluminum construction, non-illuminated RPC address numbers, painted white or DET628 Charcoal Sketch (depending on contrasting wall color). Clip-mount (flush) to wall as illustrated.

\* Note: Actual address numbers not shown here.

Non-Illuminated RPC - Cross Section Detail



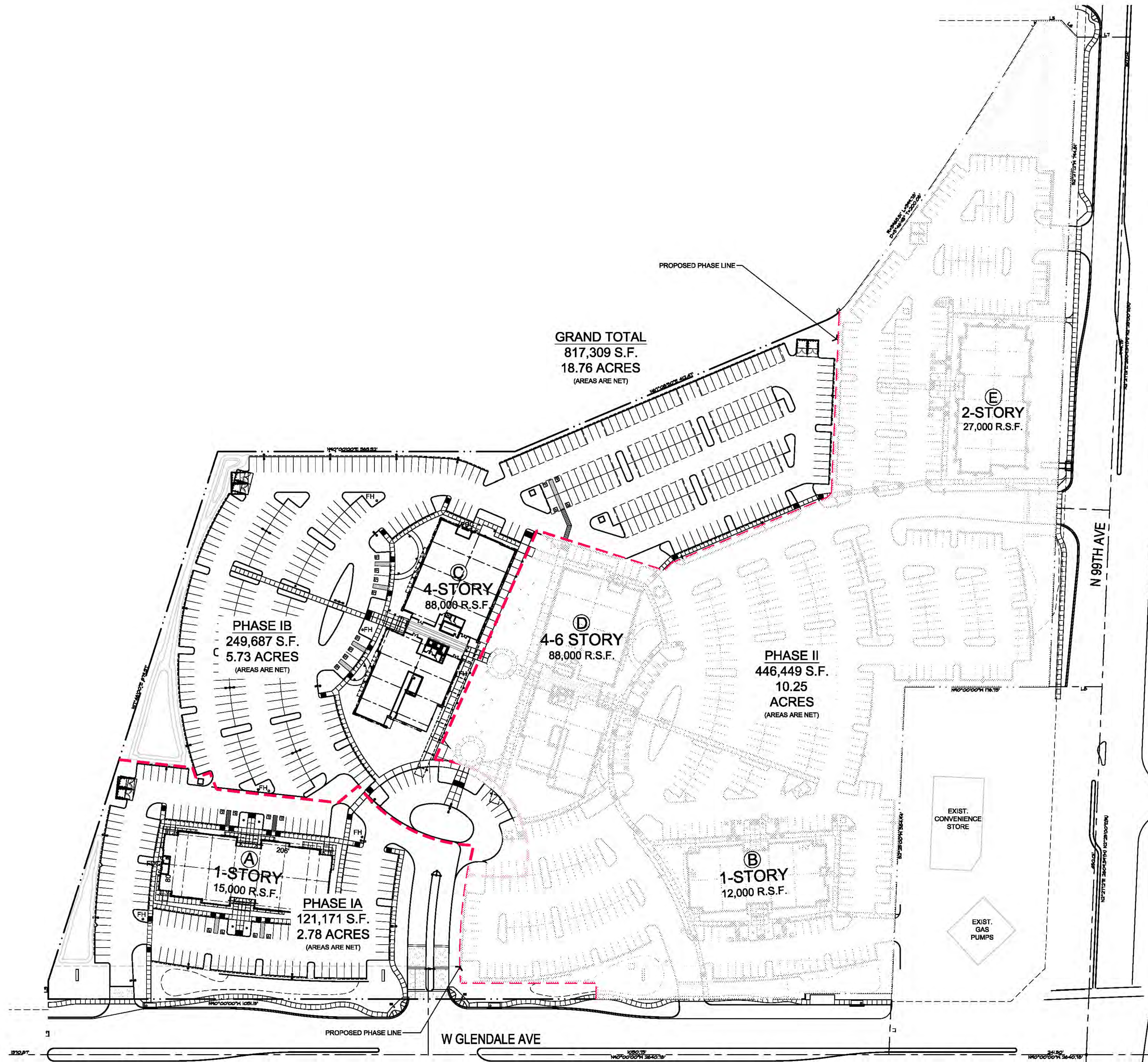
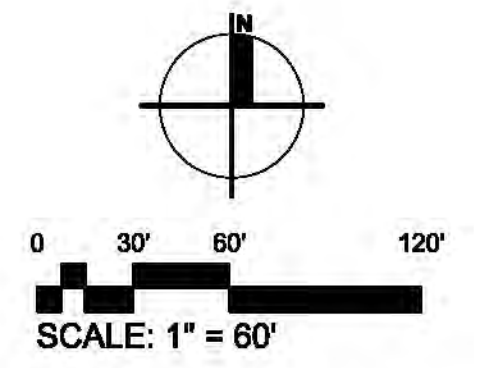
Address #'s  
(actual # not shown)



Elevation  
1/16" = 1'-0"



= Address number locations



PHASING PLAN

# Westgate Healthcare Campus

Glendale, Arizona

101 W. Healthcare LLC



EXPIRES: 6/30/2017

15030-ST-10  
10-22-15



Butler Design Group, Inc.  
architects & planners

## DR03

Site Consultants Inc.  
113 South Rockford Drive  
Tempe, Az. 85281

WESTGATE HEALTHCARE CAMPUS  
PRELIMINARY LEGAL DESCRIPTION

That part of the Southeast quarter of Section 5, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 5, from which the South quarter corner bears North 90°00'00" West a distance of 2640.78 feet, thence along said South line of said Section 5 a distance of 241.50 feet; Thence North 2°25'00" East a distance of 75.07 feet to a point on the North right-of-way line of Glendale Avenue and the **True Point of Beginning**;

Thence North 90°00'00" West, parallel to and 75.00 feet North of the South line of said Section 5, a distance of 105.42 feet;

Thence South 0°00'00" East a distance of 7.00 feet to a point which is 68.00 feet North of the said South line;

Thence North 90°00'00" West, parallel to and 68.00 feet North of said South line a distance of 926.15 feet;

Thence North 0°00'00" East a distance of 21.71 feet;

Thence North 17°46'00" East a distance of 679.37 feet;

Thence North 90°00'00" East a distance of 363.32 feet;

Thence North 67°08'30" East a distance of 412.47 feet to the start of a tangent curve concave to the Northwest;

Thence along said tangent curve having a radius of 66.88 feet, a central angle of 30°14'20" and an arc distance of 35.30 feet to a point of compound curvature;

Thence along said compound curve having a radius of 3963.51 feet, a central angle of 5°46'45" and an arc distance of 399.78 feet;

Thence North 31°07'25" East a distance of 16.47 feet to a point 40 feet south of the north line of the Southeast Quarter of the Southeast Quarter of said Section 5,

Thence South 89°56'50" East, parallel to and 40 feet south of said North line of the Southeast Quarter of the Southeast Quarter of said Section 5, of a distance of 28.74 feet;

Thence South 43°44'49" East a distance of 27.69 feet to a point on the West right-of-way line of 99<sup>th</sup> Avenue;



Thence South 2°27'12" West, parallel to and 65.00 feet West of the East line of the Southeast quarter of said Section 5 a distance of 794.81 feet;

Thence North 90°00'00" West a distance of 176.73 feet;

Thence South 2°25'00" West a distance of 374.93 feet to the **True Point of Beginning**;

Containing an area of 18.7636 Acres or 817,343 square feet more or less.

Name: WESTGATE

North: 923206.3950' East: 591359.1473'

Segment #1 : Line

Course: N90°00'00.00"W Length: 105.422'

North: 923206.3950' East: 591253.7253'

Segment #2 : Line

Course: S0°00'00.00"E Length: 7.000'

North: 923199.3950' East: 591253.7253'

Segment #3 : Line

Course: N90°00'00.00"W Length: 926.151'

North: 923199.3950' East: 590327.5743'

Segment #4 : Line

Course: N0°00'00.00"E Length: 21.710'

North: 923221.1050' East: 590327.5743'

Segment #5 : Line

Course: N17°46'00.00"E Length: 679.366'

North: 923868.0701' East: 590534.8769'

Segment #6 : Line

Course: N90°00'00.00"E Length: 363.322'

North: 923868.0701' East: 590898.1989'

Segment #7 : Line

Course: N67°08'30.00"E Length: 412.469'

North: 924028.2953' East: 591278.2760'

Segment #8 : Curve

Length: 35.297' Radius: 66.880'

Delta: 30°14'20" Tangent: 18.070'

Chord: 34.889' Course: N52°01'20.00"E

Course In: N22°51'30.00"W Course Out: S53°05'50.00"E

RP North: 924089.9230' East: 591252.2962'

End North: 924049.7644' East: 591305.7772'

Segment #9 : Curve

Length: 399.782' Radius: 3963.510'

Delta: 5°46'45" Tangent: 200.061'

Chord: 399.613' Course: N34°00'47.47"E

Course In: N53°05'50.00"W Course Out: S58°52'35.05"E

RP North: 926429.6896' East: 588136.3344'

End North: 924381.0072' East: 591529.3142'

Segment #10 : Line

Course: N31°07'24.99"E Length: 16.466'

North: 924395.1030' East: 591537.8252'

Segment #11 : Line

Course: S89°56'50.00"E Length: 28.737'

North: 924395.0765' East: 591566.5622'

Segment #12 : Line

Course: S43°44'49.17"E Length: 27.686'

North: 924375.0761' East: 591585.7064'

Segment #13 : Line

Course: S2°27'11.65"W Length: 794.809'

North: 923580.9956' East: 591551.6854'

Segment #14 : Line

Course: N90°00'00.00"W Length: 176.728'

North: 923580.9956' East: 591374.9574'

Segment #15 : Line

Course: S2°25'00.00"W Length: 374.933'

North: 923206.3960' East: 591359.1479'

Perimeter: 4369.879' Area: 817342.87 Sq. Ft.

Error Closure: 0.0012 Course: N31°16'24.76"E

Error North: 0.00102 East: 0.00062

Precision 1: 3641084.167

**CITIZEN PARTICIPATION FINAL REPORT  
FOR  
WESTGATE HEALTHCARE CAMPUS**

**NORTH AND WEST OF THE NORTHWEST CORNER OF  
99<sup>TH</sup> AVENUE AND GLENDALE AVENUE  
GLENDALE, ARIZONA**

**FOR  
101 W HEALTHCARE, LLC**

**CASE NO. ZON15-10/DR15-23**

**October 29, 2015  
Revised 12/21/15**

**APPROVED**  
*J.P.*

## **Citizen Participation Final Report**

### **Westgate Healthcare Campus**

#### **Description of Proposal**

This site is approximately 18.76 net/21.70 gross acres located north and west of the northwest corner of 99<sup>th</sup> Avenue and Glendale Avenue. The property owner, 101 W Healthcare, LLC has filed an application to change the existing PAD (Gateway Center Planned Area Development) on approximately 13 acres and A-1 on approximately 6 acres to PAD (Westgate Healthcare Campus Planned Area Development) for a medical healthcare development. A Design Review application has also been filed on the entire site and five buildings. The request will also allow for a master sign packet.

This Report provides information about how we will reached out to citizens, neighbors, nearby businesses, public agencies and interested persons to talk with them about and gather their input on the proposed plans and actions addressed in the Applications. Comments and sign-in sheets have been made part of this Final Report.

#### **Neighborhood Meeting**

A letter was mailed out on July 20, 2015, inviting neighbors within 500' of the site, interested parties and additional notification agencies to a neighborhood meeting on August 3, 2015. A copy of the letter is attached at **Exhibit A**. Specific information about the proposed development, a plan of the proposed development and the date and time of the neighborhood meeting was included in the letter. A total of 75 letters were mailed out. The 500' ownership list, interested parties list and additional notification list can be found at **Exhibit B**. The Affidavit of Mailing can be found at **Exhibit C**.

Two neighbors attended the August 3, 2015 neighborhood meeting. A summary of the meeting and the sign-in sheet are attached at **Exhibit D**. The two neighbors in attendance loved the project and wanted to know what the next steps were.

There are only 6 owners within 500' of the site and all of which are either a business entity, a municipality or an irrigation district. There are no residential developments or residential owners within the 500'. No one else has expressed interest in the proposed development.

#### **Sign Posting**

Two signs for the Planning Commission hearing were posted on December 16, 2015, and the Affidavit of Posting and sign photographs are attached at **Exhibit E**.

**BURCH & CRACCHIOLO, P.A.**

**702 E. Osborn Road, Suite 200**

**Phoenix, AZ 85014**

**602-234-9913 (o)**

**602-343-7913 (fax)**

**[ebull@bcattorneys.com](mailto:ebull@bcattorneys.com)**

**TO:** Area Neighbors and Interested Parties

**FROM:** Ed Bull

**DATE:** July 20, 2015

**RE:** Westgate Healthcare Campus  
N & W of the NWC of 99<sup>th</sup> & Glendale Avenues  
Application Nos. DR15-23 and ZON15-10

---

On behalf of 101 W Healthcare, LLC, we are requesting to Rezone and obtain Design Review approval on approximately 18.76 net/21.70 gross acres of property located north and west of the northwest corner of 99<sup>th</sup> Avenue and Glendale Avenue (the "Site"). An Aerial Map of the Site is attached.

More specifically, the request is to rezone the property from the existing Gateway Center Planned Area Development ("PAD") on approximately 13 acres and A-1 on approximately 6 acres to Westgate Healthcare Campus PAD for a medical healthcare development. The uses will include medical and general-related office uses, etc. The proposed PAD presents the opportunity to create a dynamic healthcare development in a campus setting that will be a strong, viable development for the City and the adjacent properties.

A copy of the Master Site Plan is attached. Three, 1 and 2 story buildings have been placed along the street frontages (Glendale and 99<sup>th</sup> Avenues) with a higher core of two, 4-6 story buildings centrally located on the Site. A dynamic site circulation pattern encircles the core buildings, allowing for easy customer flow. The Site Plan includes a meaningful, open-space courtyard between the buildings to be used by employees and visitors. The Core Buildings and Courtyard Perspective is attached.

The neighborhood meeting will be held at the below listed time and place. Discussions at the meeting will include an overview of the Rezoning and Design Review processes. The neighborhood meeting will be held as follows:

Monday, August 3, 2015 at 6:00 p.m.  
Residence Inn by Marriott – Grand Canyon Room  
7350 N. Zanjero Blvd.  
Glendale, AZ 85305  
(Map of hotel attached)



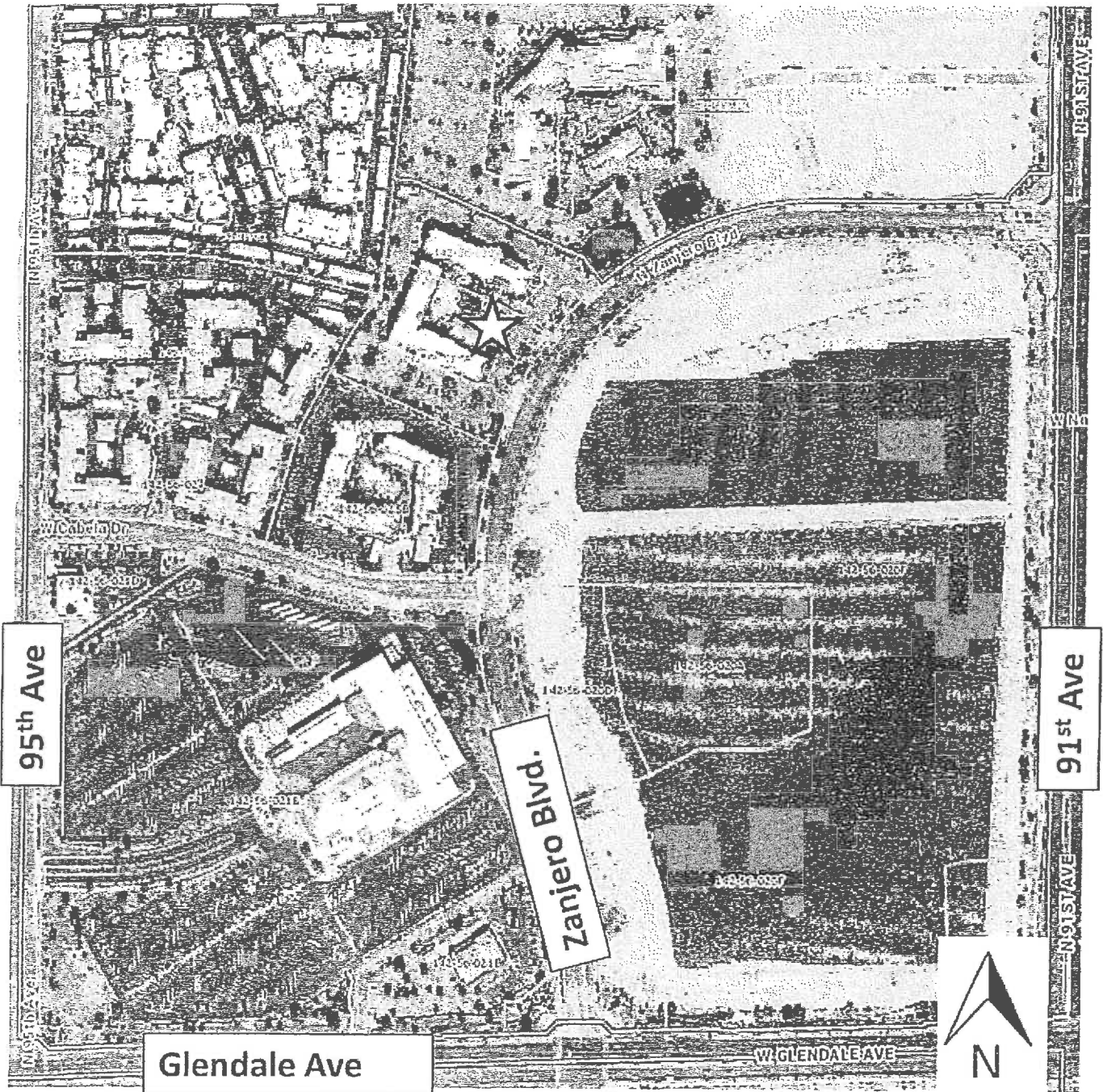
If you have questions regarding this meeting, please contact Brennan Ray at Burch & Cracchiolo (602-234-8794); Ricki Horowitz at Burch & Cracchiolo (602-234-8728); or me (602-234-9913). You may also contact Tabitha Perry, Assistant Planning Director at the City of Glendale (623-930-2596).

Thank you.

A handwritten signature in black ink, appearing to read "Ed Bull". The signature is fluid and cursive, with the first name "Ed" and the last name "Bull" clearly distinguishable.

Ed Bull

/rlh  
Attachments



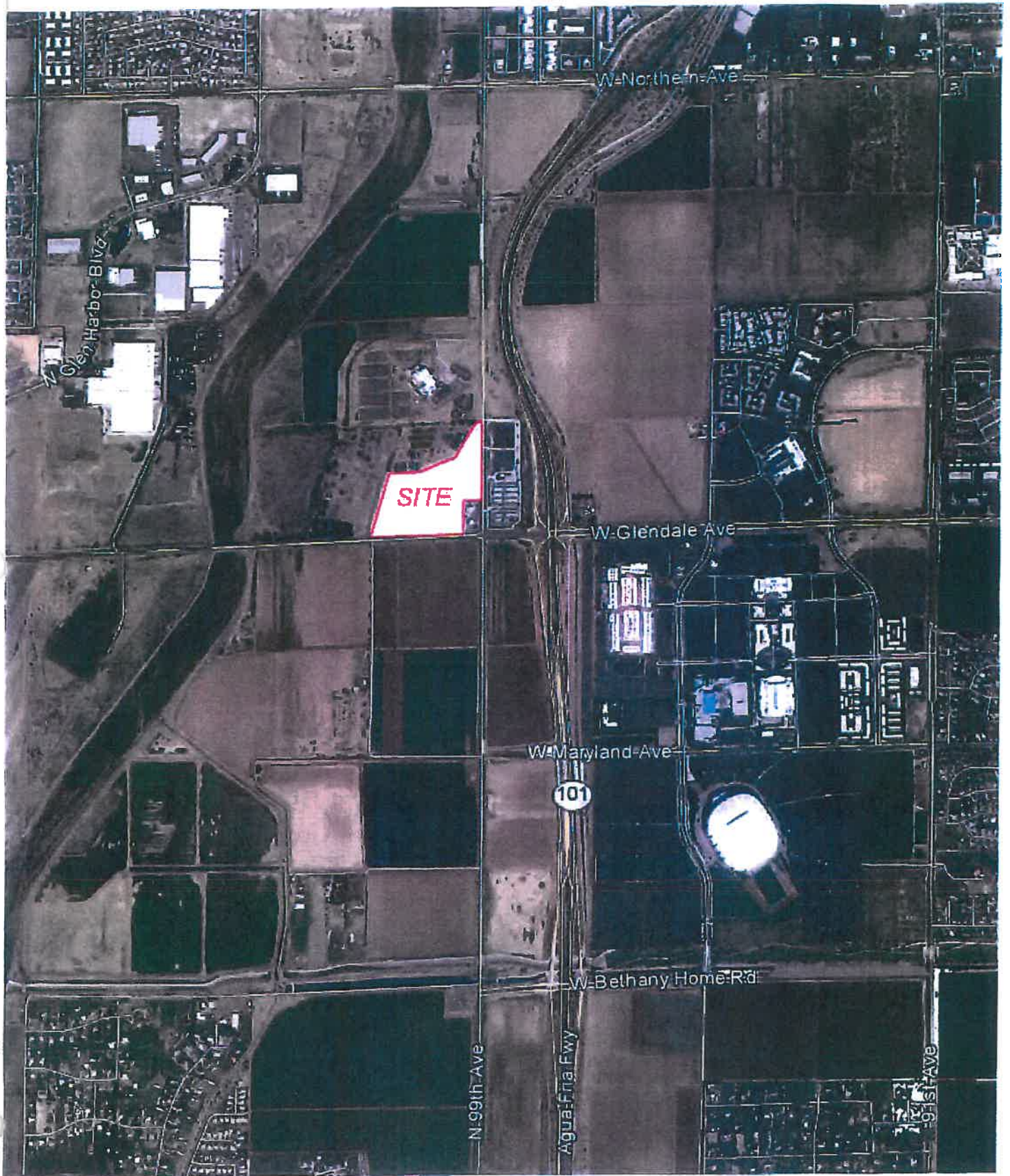
## NEIGHBORHOOD MEETING

Monday, August 3, 2015 at 6:00 p.m.

Residence Inn by Marriott – Grand Canyon Room

7350 N. Zanjero Blvd.

Glendale, AZ 85305



SITE

W-Northern-Ave

W-Harbor-Bldg

W-Glendale Ave

W-Maryland-Ave

101

W-Bethany Home Rd

N-99th Ave

Agua-Fria Fwy

9th St Ave



Master Site Plan  
**Westgate  
Healthcare  
Campus**  
Glendale, Arizona

101 W. Healthcare LLC



Baker Design Group, Inc.  
www.bakerdesign.com

**DR01**





COLOR PERSPECTIVE

**Westgate  
Healthcare  
Campus**  
Glendale, Arizona

101 W. Healthcare LLC



DR13



**EXHIBIT B**

**PER CITY'S REQUEST, THE LABELS HAVE BEEN REMOVED**



# Planning Department

## NEIGHBORHOOD NOTIFICATION LETTER

### AFFIDAVIT OF MAILING

Case No. (if available) DR15-23 & 2015-10

Project Name: Westgate Healthcare Campus

I, Dayna Murphy certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: 

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 20 day of July, 2015.

Jacque L Collard  
Notary Public

My Commission Expires:



## 101 Healthcare

### 8/3/15 NEIGHBORHOOD MEETING SUMMARY

#### Attendees

Tabitha Perry - City of Glendale  
Korey Wilkes - Butler Design Group  
Mike Mattson - Mattson Construction  
Ed Bull - Burch & Cracchiolo  
Brennan Ray - Burch & Cracchiolo  
Dayna Murphy - Burch & Cracchiolo  
2 Neighbors (See Sign-In Sheet)

#### Introductions by Ed Bull

An informal discussion was held with the two neighbors that were present. The proposed development plans were reviewed with the neighbors.

#### Questions, Answers and Comments

**The two neighbors in attendance own property abutting the north and west sides of the Site. They both love the project and want to see it through. They think the Site is "sad looking" and are looking forward to the upgrade. The only question they wanted answered was what are the next steps?**

We anticipate going to Planning Commission in October and City Council in late November, early December.







# Planning Division

## AFFIDAVIT OF POSTING

Case No. 20N 18-10

Project Name: \_\_\_\_\_

- Planning Commission
- Glendale City Council

I, Pamela Swartz, being first duly sworn upon oath, state that on the 16 day of Dec, 2015, I posted 2 hearing notice(s) for hearing date 1-7-16.

Applicant/Representative Signature: Pamela Swartz

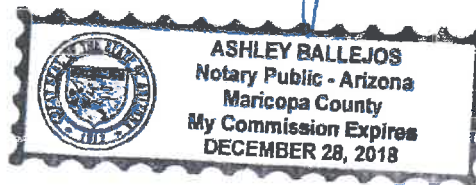
STATE OF ARIZONA  
 SS.  
 COUNTY OF MARICOPA

Subscribed and sworn to before me this 16 day of Dec, 2015.

My Commission Expires:

12-28-18

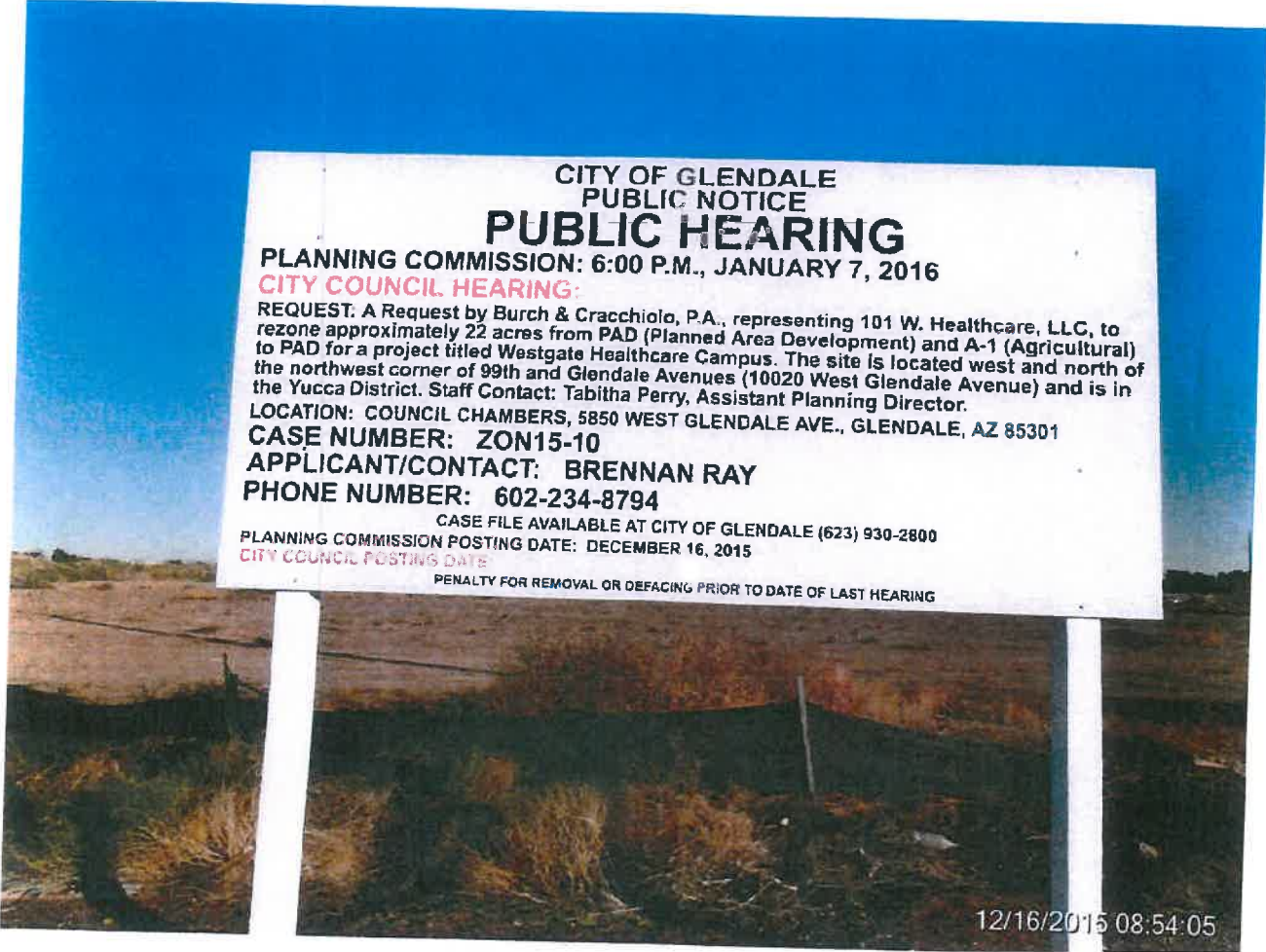
Ashley Ballejos  
 Notary Public





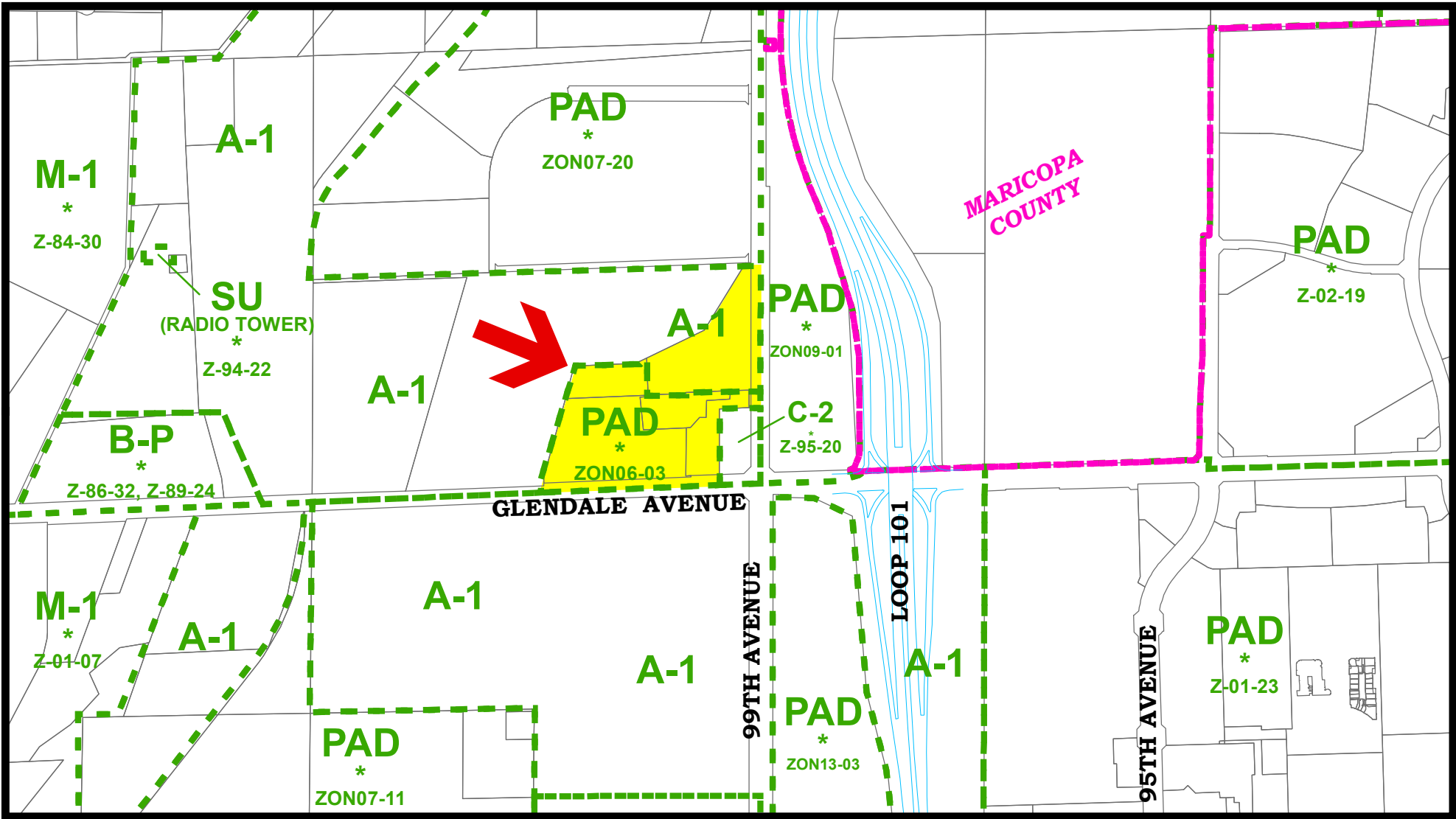
**CITY OF GLENDALE  
PUBLIC NOTICE  
PUBLIC HEARING**  
**PLANNING COMMISSION: 6:00 P.M., JANUARY 7, 2016**  
**CITY COUNCIL HEARING:**  
**REQUEST:** A Request by Burch & Cracchiolo, P.A., representing 101 W. Healthcare, LLC, to rezone approximately 22 acres from PAD (Planned Area Development) and A-1 (Agricultural) to PAD for a project titled Westgate Healthcare Campus. The site is located west and north of the northwest corner of 99th and Glendale Avenues (10020 West Glendale Avenue) and is in the Yucca District. Staff Contact: Tabitha Perry, Assistant Planning Director.  
**LOCATION:** COUNCIL CHAMBERS, 5850 WEST GLENDALE AVE., GLENDALE, AZ 85301  
**CASE NUMBER: ZON15-10**  
**APPLICANT/CONTACT: BRENNAN RAY**  
**PHONE NUMBER: 602-234-8794**  
CASE FILE AVAILABLE AT CITY OF GLENDALE (623) 930-2800  
PLANNING COMMISSION POSTING DATE: DECEMBER 16, 2015  
PENALTY FOR REMOVAL OR DEFACING PRIOR TO DATE OF LAST HEARING

12/16/2015 08:08:32



**CITY OF GLENDALE  
PUBLIC NOTICE  
PUBLIC HEARING**  
**PLANNING COMMISSION: 6:00 P.M., JANUARY 7, 2016**  
**CITY COUNCIL HEARING:**  
**REQUEST:** A Request by Burch & Cracchiolo, P.A., representing 101 W. Healthcare, LLC, to rezone approximately 22 acres from PAD (Planned Area Development) and A-1 (Agricultural) to PAD for a project titled Westgate Healthcare Campus. The site is located west and north of the northwest corner of 99th and Glendale Avenues (10020 West Glendale Avenue) and is in the Yucca District. Staff Contact: Tabitha Perry, Assistant Planning Director.  
**LOCATION:** COUNCIL CHAMBERS, 5850 WEST GLENDALE AVE., GLENDALE, AZ 85301  
**CASE NUMBER: ZON15-10**  
**APPLICANT/CONTACT: BRENNAN RAY**  
**PHONE NUMBER: 602-234-8794**  
CASE FILE AVAILABLE AT CITY OF GLENDALE (623) 930-2800  
PLANNING COMMISSION POSTING DATE: DECEMBER 16, 2015  
CITY COUNCIL POSTING DATE  
PENALTY FOR REMOVAL OR DEFACING PRIOR TO DATE OF LAST HEARING

12/16/2015 08:54:05



**CASE NUMBER**  
**ZON15-10**

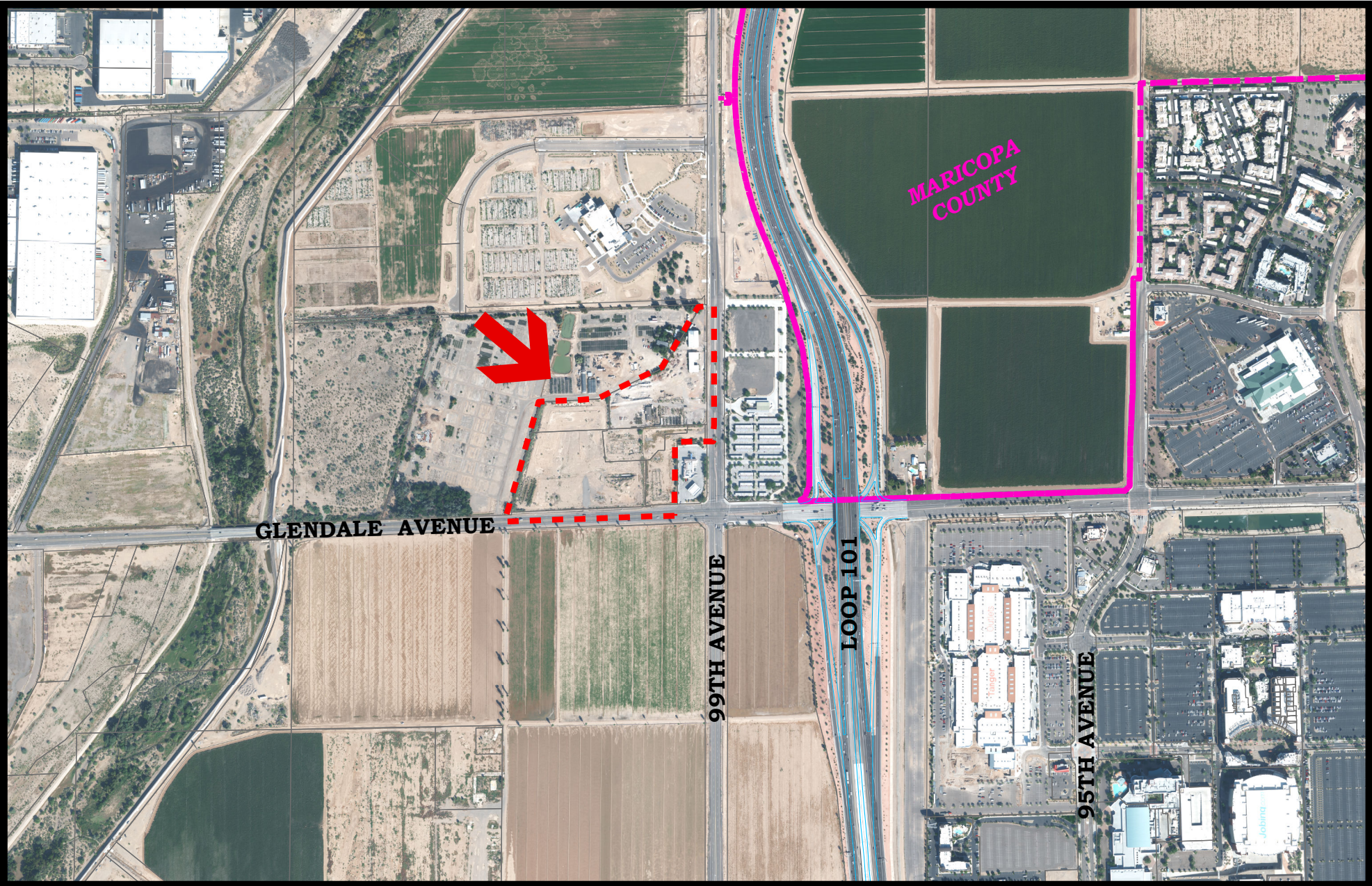


**LOCATION**

**10020 W. GLENDALE AVENUE**

**REQUEST**

**REZONE APPROXIMATELY 22 ACRES FROM PAD (PLANNED AREA DEVELOPMENT) AND A-1 (AGRICULTURAL) TO PAD (PLANNED AREA DEVELOPMENT) FOR A PROJECT TITLED WESTGATE HEALTHCARE CAMPUS.**



Aerial Date: October 2014



**CASE NUMBER**  
**ZON15-10**





## Legislation Description

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**File #:** 16-051, **Version:** 1

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**RESOLUTION 5072 AND ORDINANCE 2976: GENERAL PLAN AMENDMENT GPA15-03 (GPA) APPLICATION (RESOLUTION) & ZONING TEXT AMENDMENT ZTA15-01 (ZTA) APPLICATION (ORDINANCE): LOOP 101 SCENIC CORRIDOR (PUBLIC HEARING REQUIRED)**

Staff Contact: Jon M. Froke, AICP, Planning Director

### **Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution and an ordinance for GPA15-03 and ZTA15-01 as recommended by the Planning Commission.

GPA15-03 is a request to amend the General Plan, Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan to establish a Scenic Corridor on portions of the Loop 101. ZTA15-01 is a request for a Zoning Text Amendment to establish a Scenic Corridor on portions of the Loop 101. The Planning Commission initiated these applications at their workshop on April 2, 2015.

The Zoning Text Amendment will establish a definition and other standards for a Scenic Corridor since no such definition nor do standards currently exist in the Zoning Ordinance. Various portions of the Zoning Ordinance text to add a Scenic Corridor are proposed.

### **Background**

The Planning Commission initiated the two land use applications in conjunction with a Council Item of Special Interest related to establishing a Scenic Corridor on portions of the Loop 101 (Agua Fria Freeway).

Establishing a Scenic Corridor will be achieved by policy established in the General Plan, the Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan. There is a one mile stretch of the Loop 101 outside of Arrowhead Ranch located between Union Hills Drive and Bell Road. This area is not part of Arrowhead Ranch and consists of big box retail stores, office buildings, and apartment complexes. The New River is located in this general area of the City and provides natural open space. Thunderbird Park and the Hedgepeth Hills are visible from the Loop 101.

### **Analysis**

The General Plan Amendment will amend the General Plan Map to depict a Scenic Corridor on both sides of the Loop 101 from 51st Avenue to Bell Road. It will also amend the Arrowhead Ranch Specific Plan to establish a Scenic Corridor on the Loop 101 from 51st Avenue to Union Hills Drive and finally it will amend the North Valley Specific Area Plan to depict a Scenic Corridor on both sides of the Loop 101 from Union Hills Drive to Bell Road.

Each of these three plans needs to be amended since they govern certain geographic portions of the Loop 101 in this area. The south side of Beardsley Road is not part of the Arrowhead Ranch Specific Plan. The portion of the Loop 101 from Union Hills Drive to Bell Road is part of the North Valley Specific Area Plan.

The amendment to the General Plan would include a one half mile stretch on the south side of the Loop 101 between 51st and 55th avenues that are not part of the Arrowhead Ranch Specific Plan. The proposed General Plan Amendment is appropriate for this area and meets the expectations of surrounding neighborhoods to protect view corridors and eliminate the threat of visual blight from billboards and digital billboards.

The amendment to the Zoning Ordinance will address a specific issue which continues to be of interest to the community. The amendment is intended to protect view corridors of the portion of the Loop 101 through Arrowhead Ranch and vicinity. This would include preserving existing natural areas, washes, desert, hills and mountains.

Off-premise signs (billboards and digital billboard signs) would be prohibited in the Scenic Corridor. The Zoning Text Amendment will provide regulations of the Scenic Corridor through the Zoning Ordinance and will help preserve existing natural features and help protect existing residential areas.

#### **Community Benefit/Public Involvement**

On September 23, 2015 a neighborhood meeting was held to introduce the concept of a Scenic Corridor to the public. Notification postcards were sent to 143 property owners and interested parties. Approximately 63 people were in attendance along with City staff and Councilmember Tolmachoff. There was overwhelming support for the Scenic Corridor and that the boundaries of the Scenic Corridor extend between 51st Avenue and Bell Road.

A Notice of Public Hearing was published in *The Glendale Star* on January 14, 2016. Notification postcards of the public hearing were mailed to 143 adjacent property owners and interested parties on January 15, 2016. The Planning Division posted the property at 6 locations on January 14, 2016.

At their meeting on February 4, 2016 the Planning Commission unanimously recommended approval of the GPA and the ZTA.

RESOLUTION NO. 5072 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA15-03 FOR PROPERTY LOCATED ON BOTH SIDES OF THE LOOP 101 (AGUA FRIA FREEWAY) BETWEEN 51ST AVENUE AND BELL ROAD AND AMENDING GLENDALE 2025, THE NEXT STEP GENERAL PLAN, THE ARROWHEAD RANCH SPECIFIC PLAN AND THE NORTH VALLEY SPECIFIC AREA PLAN TO ESTABLISH A SCENIC CORRIDOR.

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 amended by approving the General Plan Amendment GPA15-03, amending the General Plan Land Use Map to depict a scenic corridor on both sides of the Loop 101 (Agua Fria Freeway) between 51<sup>st</sup> Avenue and Bell Road, and amending the General Plan Text and the Arrowhead Ranch Specific Plan to establish a scenic corridor.

SECTION 2. That Glendale 2025, the Next Step General Plan, the Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan of the City of Glendale, Arizona, are amended by approving the General Plan Amendment GPA15-03, amending Glendale 2025, the Next Step General Plan, the Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan Planned to establish a scenic corridor on both sides of the Loop 101 between 51<sup>st</sup> Avenue and Bell Road.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



ORDINANCE NO. 2976 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING ZONING TEXT AMENDMENT ZTA15-01 FOR THE LOOP 101 SCENIC CORRIDOR AS FOLLOWS: ARTICLE 2 (DEFINITIONS AND RULES OF CONSTRUCTION), SEC. 2.300 (DEFINITIONS); ARTICLE 5 (ZONING DISTRICT REGULATIONS) SEC. 5.900 AND SEC 5.910; ARTICLE 6 (OVERLAY DISTRICT REGULATIONS) ADDING SEC. 6.900, SEC. 6.901, SEC. 6.902 AND SEC. 6.903, AND ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS), SECS. 7.100, 7.101, 7.103, 7.700 AND 7.702; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on February 4, 2016 in Zoning Text Amendment Case No. ZTA15-01 in the manner prescribed by law for the purpose of amending various sections of the zoning ordinance for the Scenic Corridor; and

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 January 14, 2016; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council approval of the Zoning Text Amendment; the Mayor and the Council desire to amend various sections of the zoning ordinance for the Loop 101 Scenic Corridor.

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

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, Article 2 (Definitions and Rules of Construction), Sec. 2.300 (Definitions) is hereby amended by adding the following definition to read as follows:

...

Scenic Corridor: is the required landscape setback and land abutting the Agua Fria Freeway (Loop 101) between 51<sup>st</sup> Avenue and Bell Road. The Scenic Corridor extends ¼ -mile on both sides of the freeway. This distance is measured from the freeway right-of-way.

...

SECTION 2. That the Zoning Ordinance of the City of Glendale, Arizona, Article 5 (Zoning District Regulations) Sec. 5.900 and Sec. 5.910 is hereby amended to read as follows:

Sec. 5.900 PAD – Planned Area Development.

Sec. 5.910 Signs.

See Section 7.100. Special signage standards may be established in the approval of the PAD. However, special sign standards may not deviate from the standards set forth in Sections 7.106 and Section 7.110. Billboard Signs and Digital Billboard Signs are prohibited on property located within a Scenic Corridor.

SECTION 3. That the Zoning Ordinance of the City of Glendale, Arizona, Article 6 (Overlay District Regulations) is hereby amended by adding a new Sec. 6.900 to read as follows:

Sec. 6.900. Scenic Corridor.

Sec. 6.901. Purpose.

The Scenic Corridor seeks to protect view corridors, preserve existing natural areas, washes, rivers, creeks, desert, hills and mountains. The Scenic Corridor prohibits Billboard Signs and Digital Billboard Signs.

Sec. 6.902. Loop 101 Scenic Corridor.

A. Boundaries:

1. Both sides of that portion of the Loop 101 (Agua Fria Freeway) located between 51st Avenue and Bell Road. The Scenic Corridor extends ¼ -mile on both sides of the freeway. This distance is measured from the freeway right-of-way.

Sec. 6.903. Permitted Land Uses.

A. Land use shall conform to the uses permitted in the underlying zoning district, except that Billboard Signs and Digital Billboard Signs are prohibited.

SECTION 4. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards), Sec. 7.100, Sec. 7.101, 7.103, Sec. 7.700 and Sec. 7.702 are hereby amended to read as follows:

...

Sec. 7.100 Signs.

7.101 Purpose.

F. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

Sec. 7.103. Prohibited signs.

Any sign not specifically listed as permitted by this ordinance is prohibited, including, but not limited to the following:

...

N. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

...

Sec. 7.700. Freeway Development Standards.

Sec. 7.702. General Requirements.

E. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

...

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. That the provisions of this ordinance shall become effective thirty (30) days after adoption and approval by the Mayor and Council.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of  
Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_plan\_zta15-01.doc

# THE LOOP 101 SCENIC CORRIDOR

General Plan Amendment GPA15-03

&

Zoning Text Amendment ZTA15-01

5900 West Loop 101 Highway



## Project Narrative

January 11, 2016

Amended February 4, 2016

Applicant: City of Glendale Planning Commission

### **General Plan Amendment GPA15-03**

The General Plan Map will be amended to depict a Scenic Corridor on both sides of the Loop 101 (Agua Fria Freeway) between 51<sup>st</sup> Avenue and Bell Road. Glendale 2025: The Next Step is the city's current General Plan. This plan will be amended to include the Scenic Corridor. The Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan will also be amended to establish a Scenic Corridor for this same geographic area.

### **Zoning Text Amendment ZTA15-01**

The Zoning Text Amendment will amend various sections of the Zoning Ordinance to establish a Scenic Corridor and to provide definitions and regulations as noted below.

**[Additions are indicated by underline; deletions by ~~strikeout~~.]**

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, Article 2 (Definitions and Rules of Construction), Sec. 2.300 (Definitions) is hereby amended by adding the following definition to read as follows:

...

Scenic Corridor: The required landscape setback and land abutting the Agua Fria Freeway (Loop 101) between 51<sup>st</sup> Avenue and Bell Road. The Scenic Corridor extends ¼ -mile on both sides of the freeway. This distance is measured from the freeway right-of-way.

...

SECTION 2. That the Zoning Ordinance of the City of Glendale, Arizona, Article 5 (Zoning District Regulations) Sec. 5.900 and Sec. 5.910 is hereby amended to read as follows:

Sec. 5.900 PAD – Planned Area Development.

Sec. 5.910 Signs.

See Section 7.100. Special signage standards may be established in the approval of the PAD. However, special sign standards may not deviate from the standards set forth in Sections 7.106 and Section 7.110. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

SECTION 3. That the Zoning Ordinance of the City of Glendale, Arizona, Article 6 (Overlay District Regulations) is hereby amended by adding a new Sec. 6.900 to read as follows:

Sec. 6.900. Scenic Corridor.

Sec. 6.901. Purpose.

The Scenic Corridor seeks to protect view corridors, preserve existing natural areas, washes, rivers, creeks, desert, hills and mountains. The Scenic Corridor prohibits Billboard Signs and Digital Billboard Signs.

Sec. 6.902. Loop 101 Scenic Corridor.

A. Boundaries:

1. Both sides of that portion of the Loop 101 (Agua Fria Freeway) located between 51st Avenue and Bell Road. The Scenic Corridor extends ¼ -mile on both sides of the freeway. This distance is measured from the freeway right-of-way.

Sec. 6.903. Permitted Land Uses.

A. Land use shall conform to the uses permitted in the underlying zoning district, except that Billboard Signs and Digital Billboard Signs are prohibited.

SECTION 4. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards), Sec. 7.100, Sec. 7.101, 7.103, Sec. 7.700 and Sec. 7.702 are hereby amended to read as follows:

...

Sec. 7.100 Signs.  
7.101 Purpose.

F. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

Sec. 7.103. Prohibited signs.

Any sign not specifically listed as permitted by this ordinance is prohibited, including, but not limited to the following:

...

N. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

...

Sec. 7.700. Freeway Development Standards.

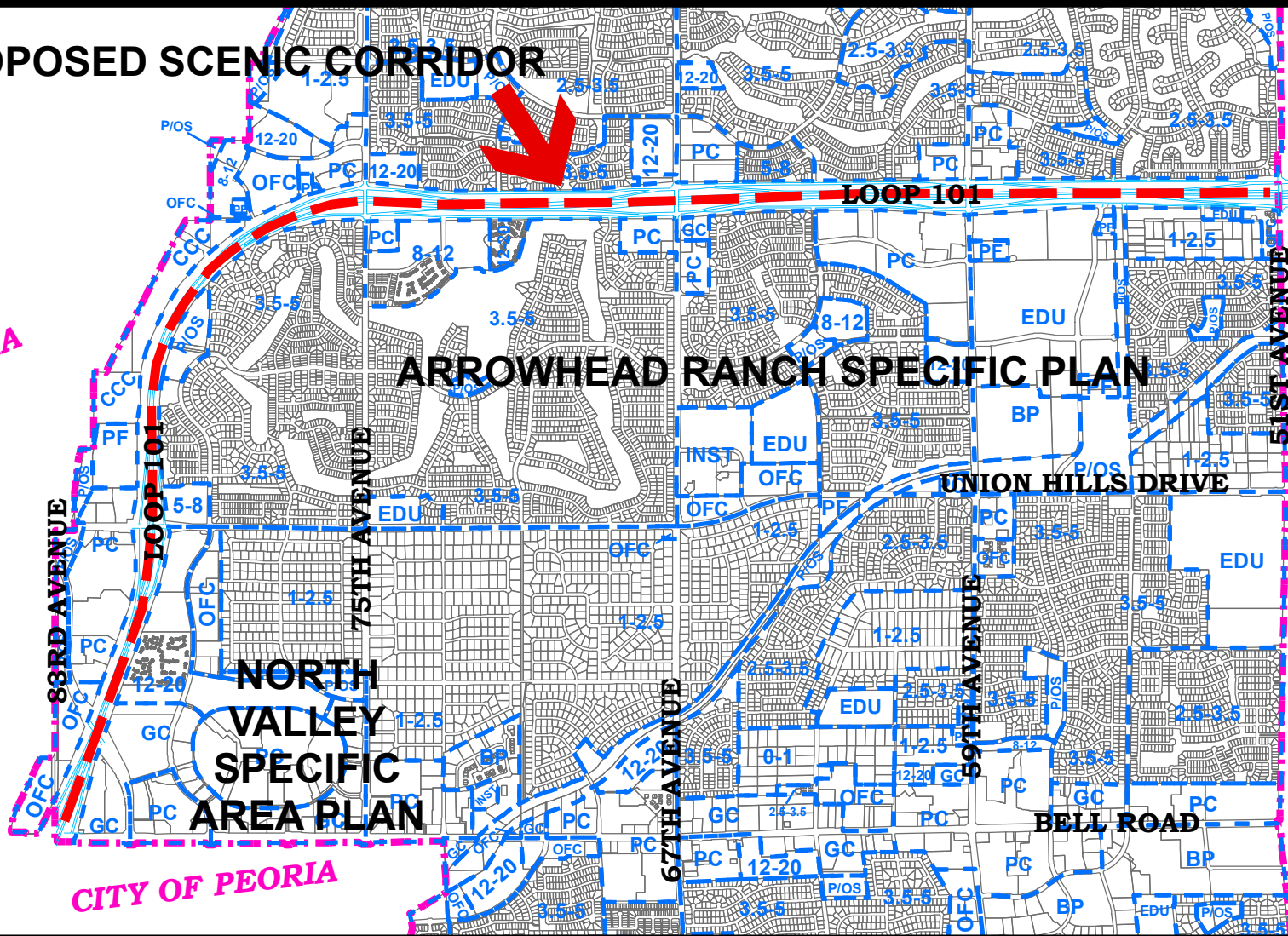


Sec. 7.702. General Requirements.

E. Billboard Signs and Digital Billboard Signs are prohibited on property located within the Scenic Corridor.

...

# PROPOSED SCENIC CORRIDOR



## CASE NUMBER

GPA15-03

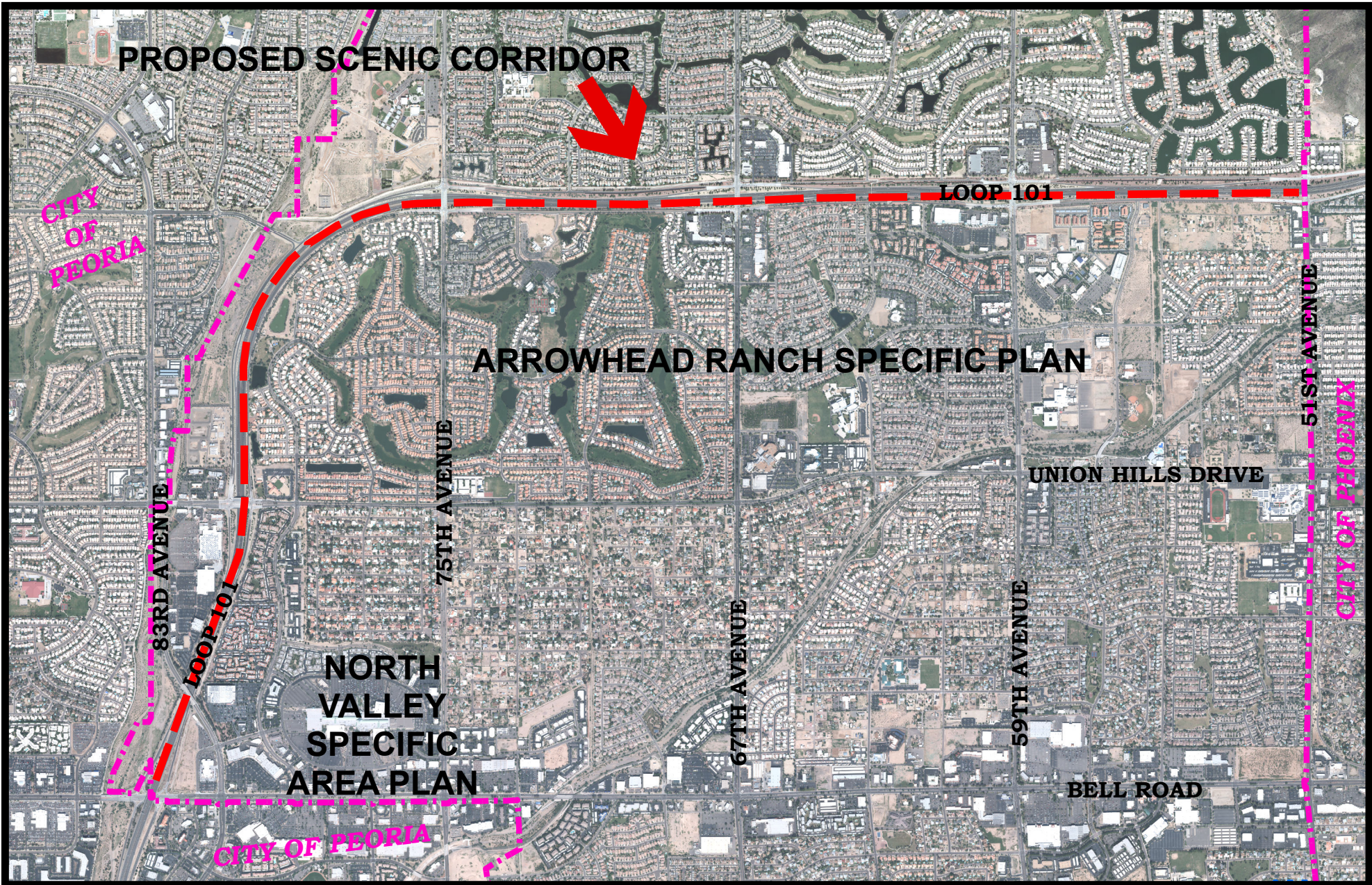


## REQUEST

AMEND THE GENERAL PLAN, ARROWHEAD RANCH SPECIFIC AREA PLAN AND THE NORTH VALLEY SPECIFIC AREA PLAN TO CREATE A SCENIC CORRIDOR

## LOCATION

5900 W. LOOP 101 HIGHWAY



Aerial Date: November 2014



**CASE NUMBER**  
**GPA15-03 & ZTA15-01**





## Legislation Description

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**File #: 16-040, Version: 1**

---

**FINAL PLAT (FP) APPLICATION FP15-02: WEST POINTE VILLAGE - 7041 WEST OLIVE AVENUE**

Staff Contact: Jon M. Froke, AICP, Planning Director

**Purpose and Recommended Action**

This is a request by Clouse Engineering, Inc. for City Council to approve the Final Plat for West Pointe Village, a Planned Residential Development, located at 7041 West Olive Avenue.

Staff recommends approval of Final Plat application FP15-02.

**Background**

West Pointe Village is an 89 lot single family residential subdivision on approximately 26.3 acres. Lot sizes vary from 6,600 square feet to 13,338 square feet. The average lot size is approximately 6,849 square feet. The 89 lots will be served by public streets with vehicular access provided from Olive Avenue and 71<sup>st</sup> Avenue.

The proposed Final Plat is consistent with the General Plan and the existing PAD (Planned Area Development) zoning.

This request meets the requirements of the Subdivision and Minor Land Division Ordinance and is consistent with the West Pointe Village PAD.

**Previous Related Council Action**

On May 13, 2014, Council approved General Plan Amendment GPA13-03 and Rezoning Application ZON13-06 for this subdivision.

The property was annexed on May 22, 1962. Portions of the adjacent right-of-way for 71<sup>st</sup> Avenue were annexed on April 22, 2008.

**Community Benefit/Public Involvement**

Approval of this request would allow future residential opportunities in an established part of the city with nearby infrastructure and amenities.

**DEDICATION**

STATE OF ARIZONA } s.s.  
 COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT WESTSIDE LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "WEST POINTE VILLAGE", A PLANNED AREA DEVELOPMENT SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "WEST POINTE VILLAGE", A PLANNED AREA DEVELOPMENT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT, AND HEREBY DEDICATES TO THE CITY OF GLENDALE FOR USE AS SUCH THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. MAINTENANCE OF THE TRACTS AND LANDSCAPE LOCATED WITHIN THE 71ST AVENUE AND OLIVE AVENUE RIGHTS-OF-WAY WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

TRACTS "B" THRU "L" ARE NOT TO BE CONSTRUED TO BE DEDICATED TO THE GENERAL PUBLIC, BUT ARE DECLARED FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS IN THE WEST POINTE VILLAGE ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND SHALL BE DEDICATED TO SAID ASSOCIATION FOR RECREATIONAL AND/OR OPEN SPACE PURPOSES AND NO DWELLING UNIT SHALL BE ALLOWED OR TO BE CONSTRUCTED ON SAID TRACTS. TRACT A SHALL BE RESERVED FOR COMMERCIAL DEVELOPMENT. MAINTENANCE OF THE TRACTS AND LANDSCAPE LOCATED WITHIN THE 71ST AVENUE AND OLIVE AVENUE RIGHTS-OF-WAY WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF: WESTSIDE LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JAMES F. WEHUMULLER, ITS MANAGER, THEREUNTO DULY AUTHORIZED.

BY: WESTSIDE LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, . . . . . OWNER

BY: \_\_\_\_\_  
 MANAGER

**ACKNOWLEDGEMENT**

STATE OF ARIZONA } s.s.  
 COUNTY OF MARICOPA }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED JAMES F. WEHUMULLER, WHO ACKNOWLEDGED HIMSELF TO BE A MANAGER OF WESTSIDE LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, AND THAT HE AS SUCH MANAGER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

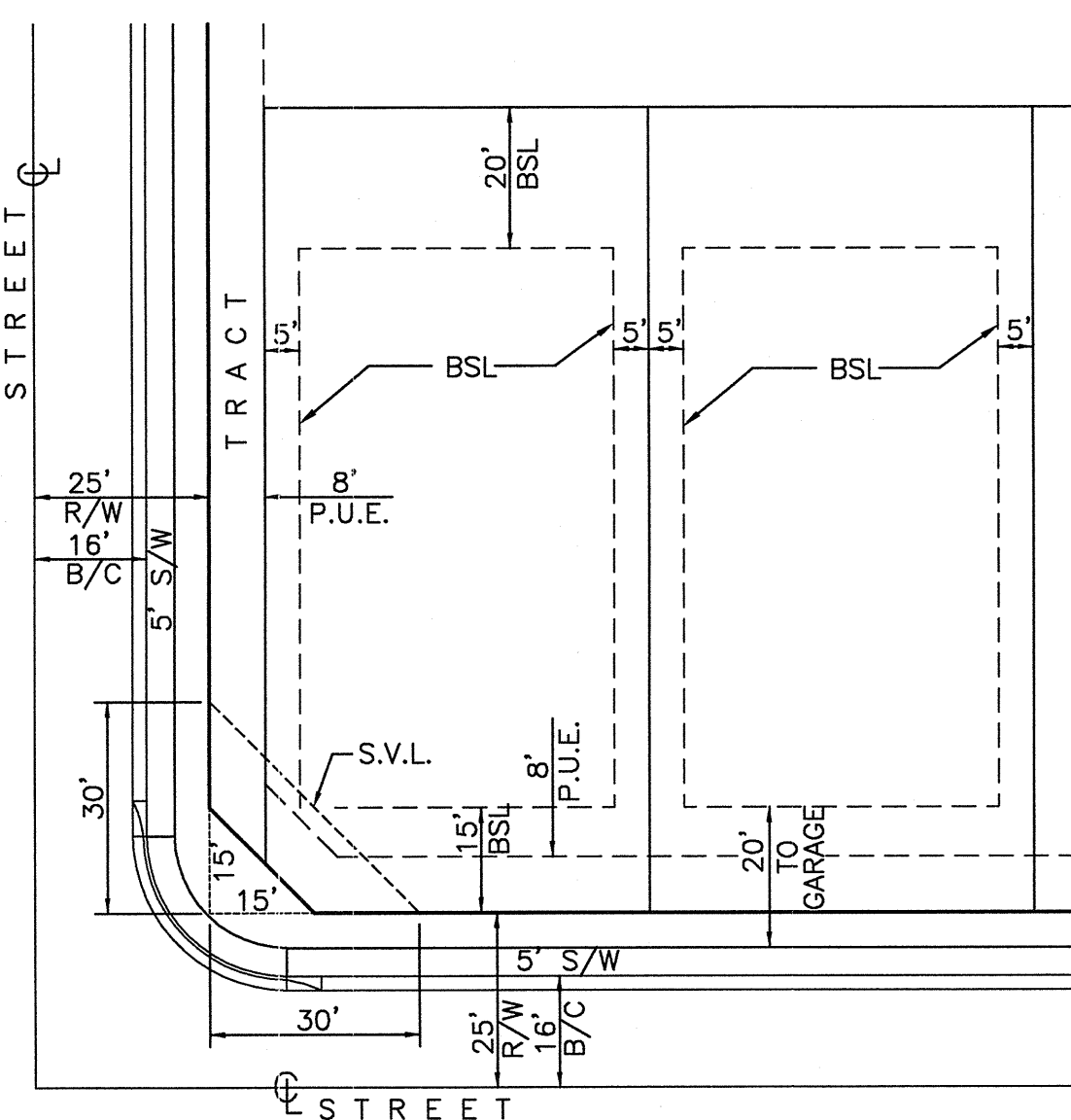
IN WITNESS WHEREOF: I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC

**CERTIFICATION**

I, ROBERT J. BLAKE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF ARIZONA; THAT THIS MAP, CONSISTING OF 3 SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER, 2014. THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR NO. 36070

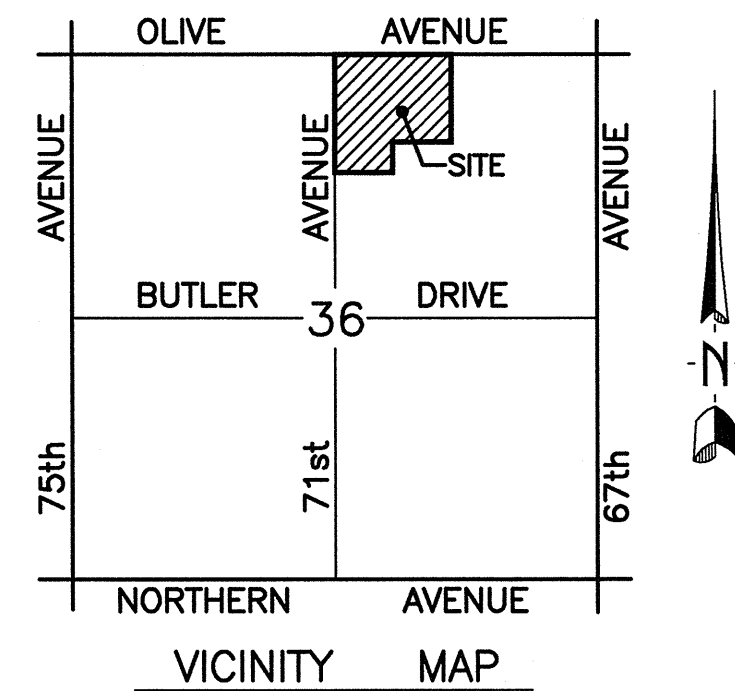


**TYPICAL LOT SETBACKS**

S.V.L. DENOTES SITE VISIBILITY LINE.  
 (PER STANDARD DETAIL NO. G-447)  
 MAXIMUM LOT COVERAGE = 45%

**FINAL PLAT  
 FOR  
 WEST POINTE VILLAGE  
 A PLANNED AREA DEVELOPMENT**

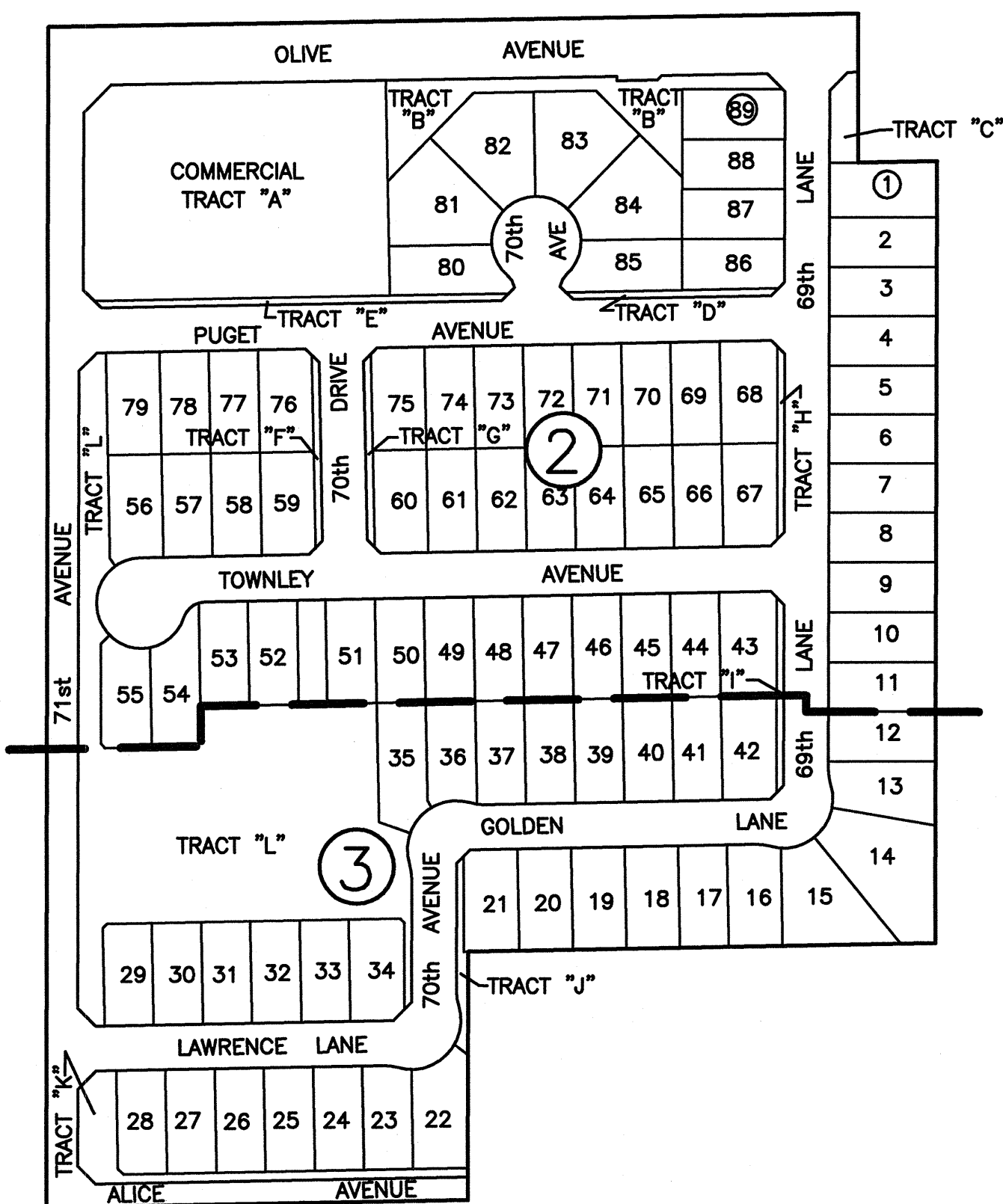
A PORTION OF THE NORTHEAST 1/4 OF SECTION 36  
 T. 3 N., R. 1 E. OF THE GILA AND SALT RIVER BASE  
 AND MERIDIAN, MARICOPA COUNTY, ARIZONA



**BENCH MARK - C.O.G. DATUM**

TOP OF BRASS CAP IN HANDHOLE AT THE  
 INTERSECTION OF OLIVE AVENUE AND 75th  
 AVENUE ELEVATION 1138.13

**KEY MAP**



- DENOTES SHEET NO.
- DENOTES BEGINNING & ENDING LOT NO.

**IMPROVEMENT ASSURANCES**

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY ENGINEER OR DESIGNEE  
 CITY OF GLENDALE, ARIZONA

**PRELIMINARY PLAT CONFORMANCE**

I HEREBY CERTIFY THAT THIS FINAL PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION ON APRIL 3, 2014.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PLANNING DIRECTOR  
 CITY OF GLENDALE, ARIZONA

**APPROVAL**

APPROVED BY THE CITY COUNCIL OF GLENDALE, ARIZONA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 MAYOR CITY CLERK

**LEGEND**

- INDICATES A CORNER OF THIS SUBDIVISION. SET 1/2" REBAR UNLESS NOTED OTHERWISE.
- PUE INDICATES PUBLIC UTILITY EASEMENT.
- VNAE INDICATES VEHICULAR NON-ACCESS EASEMENT.

**NOTES**

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PROVIDED UNDER A.R.S. SECTION 45-576.

ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

- (a) WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, LANDSCAPE PLANT MATERIAL AND RELATED IRRIGATION.
- (b) CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL LANDSCAPE TRACTS, LANDSCAPE EASEMENTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.

ALL PERIMETER THEME WALLS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION. ANY STORMDRAIN FACILITIES NOT EXPLICITLY LOCATED IN THE R.O.W. OR EASEMENTS DEDICATED EXPLICITLY TO THE CITY OF GLENDALE SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNERS ASSOCIATION.

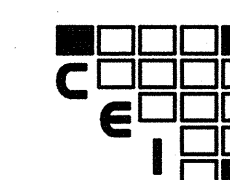
**OWNER/DEVELOPER**

WESTSIDE LAND, LLC  
 11811 N. TATUM BLVD.  
 SUITE 1051  
 PHOENIX, ARIZONA 85028  
 PHONE: (602) 870-7495

**ENGINEER**

CLOUSE ENGINEERING INC.  
 1642 E. ORANGWOOD AVENUE  
 PHOENIX, AZ. 85020  
 PHONE: (602) 395-9300  
 FAX: (602) 395-9310

GROSS ACRES : 26.2870 ACRES  
 LOTS : 89 TRACTS : 12



**Clouse Engineering, Inc.**  
**ENGINEERS ■ SURVEYORS**  
 1642 E. Orangewood Ave. Phoenix, Arizona 85020  
 Tel 602-395-9300 Fax 602-395-9310

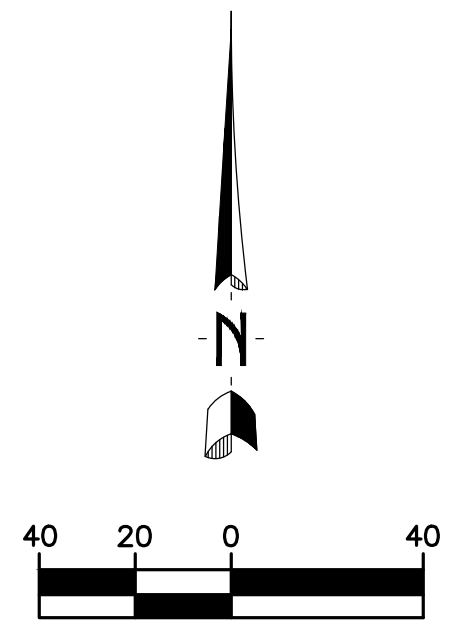
Job No.  
 121105

SH. 1  
 OF 3

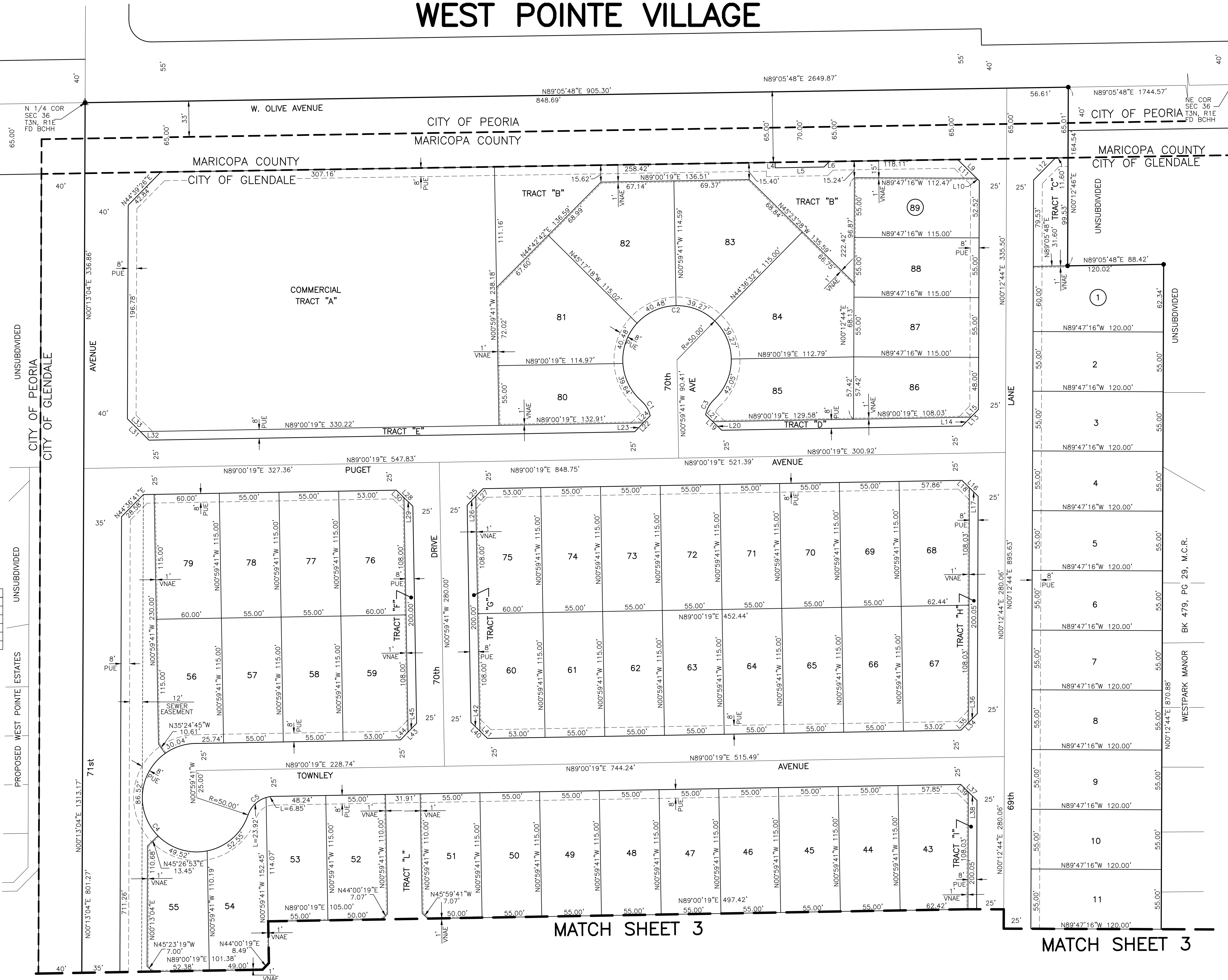
# WEST POINTE VILLAGE

LINE	LENGTH	BEARING
L4	5.00	N00°12'47"E
L5	44.99	N89°05'48"E
L6	7.14	N44°39'53"E
L9	28.01	N45°21'04"W
L10	3.54	N45°21'04"W
L11	24.47	N45°21'04"W
L12	28.56	N44°39'16"E
L13	21.44	N44°36'32"E
L14	11.43	N44°36'32"E
L15	10.00	N44°36'32"E
L16	20.99	N45°23'28"W
L17	11.20	N45°23'28"W
L18	9.79	N45°23'28"W
L19	20.50	N45°59'41"W
L20	11.31	N45°59'41"W
L21	9.19	N45°59'41"W
L22	20.50	N44°00'19"E
L23	11.31	N44°00'19"E
L24	9.19	N44°00'19"E
L25	21.21	N44°00'19"E
L26	11.31	N44°00'19"E
L27	9.90	N44°00'19"E
L28	21.21	N45°59'41"W
L29	11.31	N45°59'41"W
L30	9.90	N45°59'41"W
L31	27.98	N45°23'18"W
L32	11.20	N45°23'18"W
L33	16.79	N45°23'18"W
L34	21.44	N44°36'32"E
L35	10.00	N44°36'32"E
L36	11.43	N44°36'32"E
L37	20.99	N45°23'28"W
L38	11.20	N45°23'28"W
L39	9.79	N45°23'28"W
L40	21.21	N45°59'41"W
L41	9.90	N45°59'41"W
L42	11.31	N45°59'41"W
L43	21.21	N44°00'19"E
L44	9.90	N44°00'19"E
L45	11.31	N44°00'19"E

CURVE	LENGTH	RADIUS	DELTA
C1	16.00	25.00	36°40'44"
C2	241.19	50.00	276°22'46"
C3	16.00	25.00	36°40'44"
C4	218.63	50.00	250°31'44"
C5	30.77	25.00	70°31'44"



SCALE 1" = 40'



MATCH SHEET 3

MATCH SHEET 3

**Clouse Engineering, Inc.**  
**ENGINEERS - SURVEYORS**  
 1642 E. Orangerwood Ave. Phoenix, Arizona 85020  
 Tel 602-395-9300 Fax 602-395-9310

## FINAL PLAT WEST POINTE VILLAGE

Revised  
10-15-15  
02-12-16

Date  
11-07-14

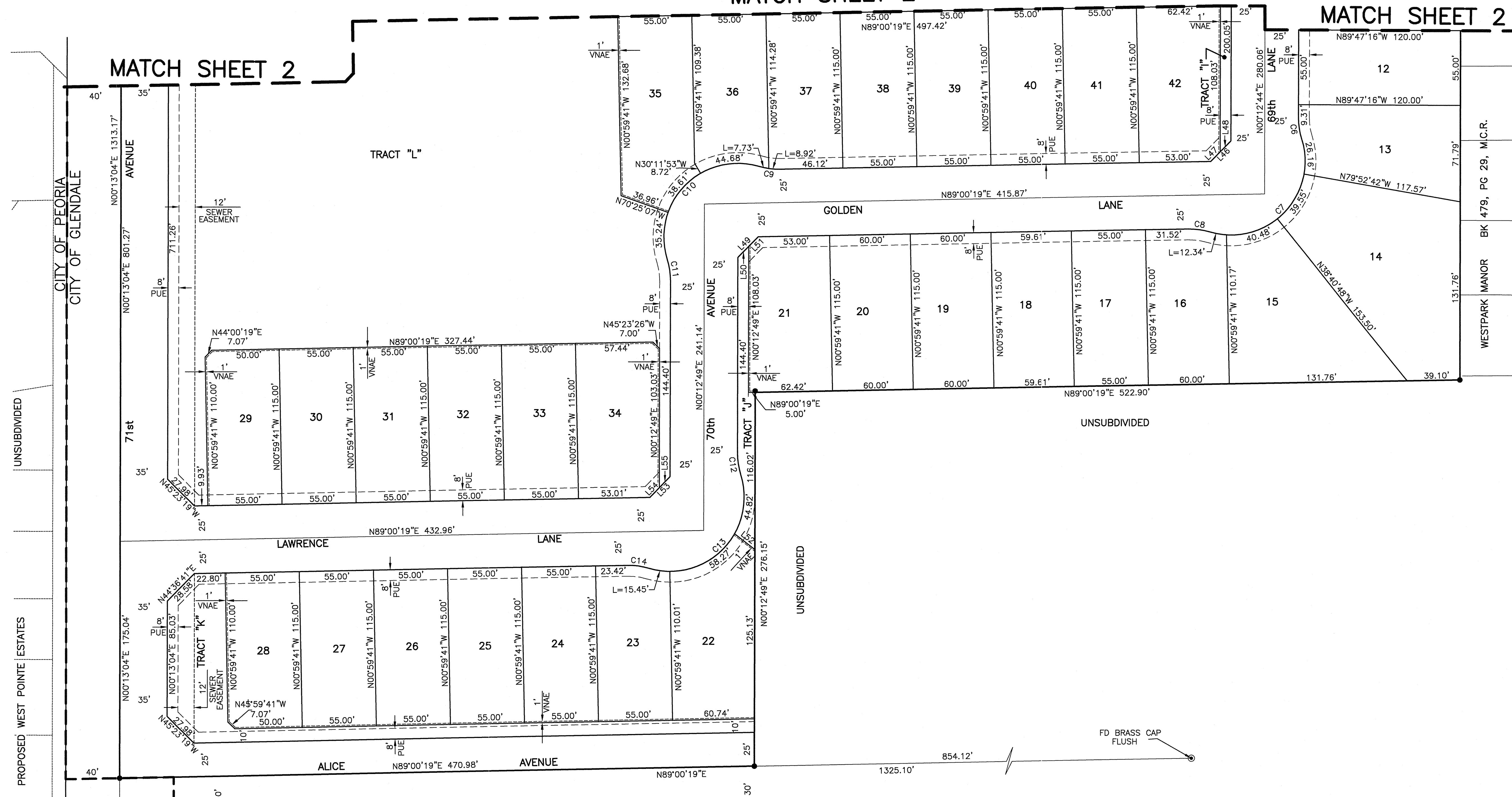
As-Built

Job No.  
121105

# WEST POINTE VILLAGE

MATCH SHEET 2

MATCH SHEET 2



CITY OF PEORIA  
 CITY OF GLENDALE  
 UNSUBDIVIDED  
 PROPOSED WEST POINTE ESTATES

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

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MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

MATCH SHEET 2

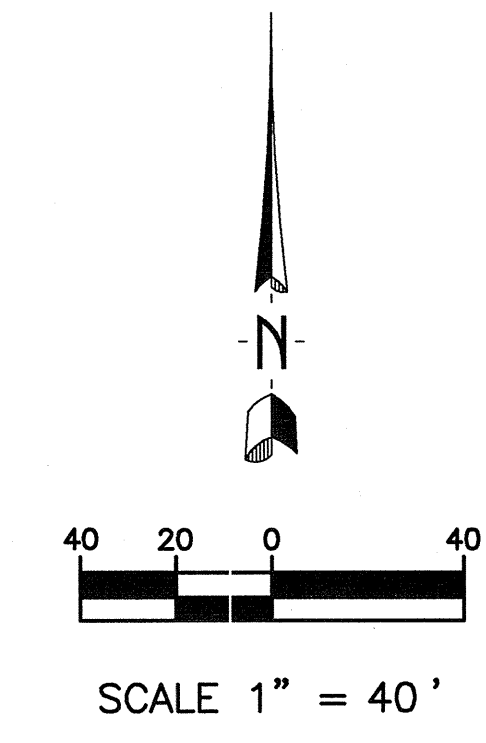
MATCH SHEET 2

MATCH SHEET 2

UNSUBDIVIDED  
PARADISE GROVES MANUFACTURED HOME COMMUNITY

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C6	16.65	55.00	17°20'29"
C7	118.53	55.00	123°28'33"
C8	16.65	55.00	17°20'29"
C9	16.65	55.00	17°20'29"
C10	118.53	55.00	123°28'28"
C11	16.65	55.00	17°20'29"
C12	16.65	55.00	17°20'29"
C13	118.53	55.00	123°28'28"
C14	16.65	55.00	17°20'29"

LINE TABLE		
LINE	LENGTH	BEARING
L46	21.44	N44°36'32"E
L47	10.00	N44°36'32"E
L48	11.43	N44°36'32"E
L49	21.44	N44°36'34"E
L50	11.43	N44°36'34"E
L51	10.00	N44°36'34"E
L52	19.01	N52°05'31"W
L53	21.44	N44°36'34"E
L54	10.00	N44°36'34"E
L55	11.44	N44°36'34"E

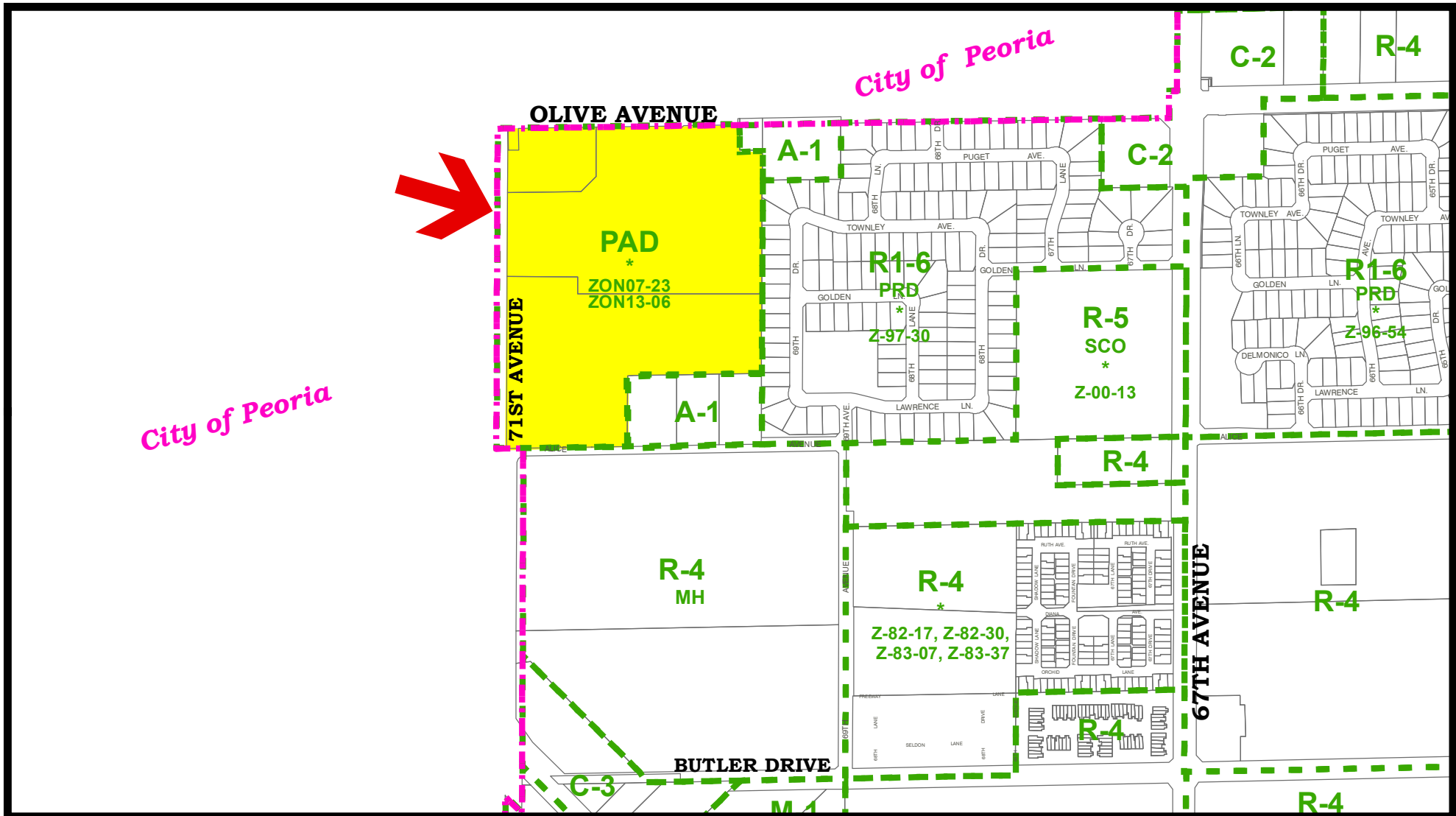


**Clouse Engineering, Inc.**  
 ENGINEERS & SURVEYORS  
 1642 E. Camelback Ave. Phoenix, Arizona 85020  
 Tel: 602-995-9300 Fax: 602-995-9310

## FINAL PLAT WEST POINTE VILLAGE

Revised  
10-15-15

Date  
11-07-14  
As-Built  
Job No.  
121105



**CASE NUMBER**

**FP15-02**



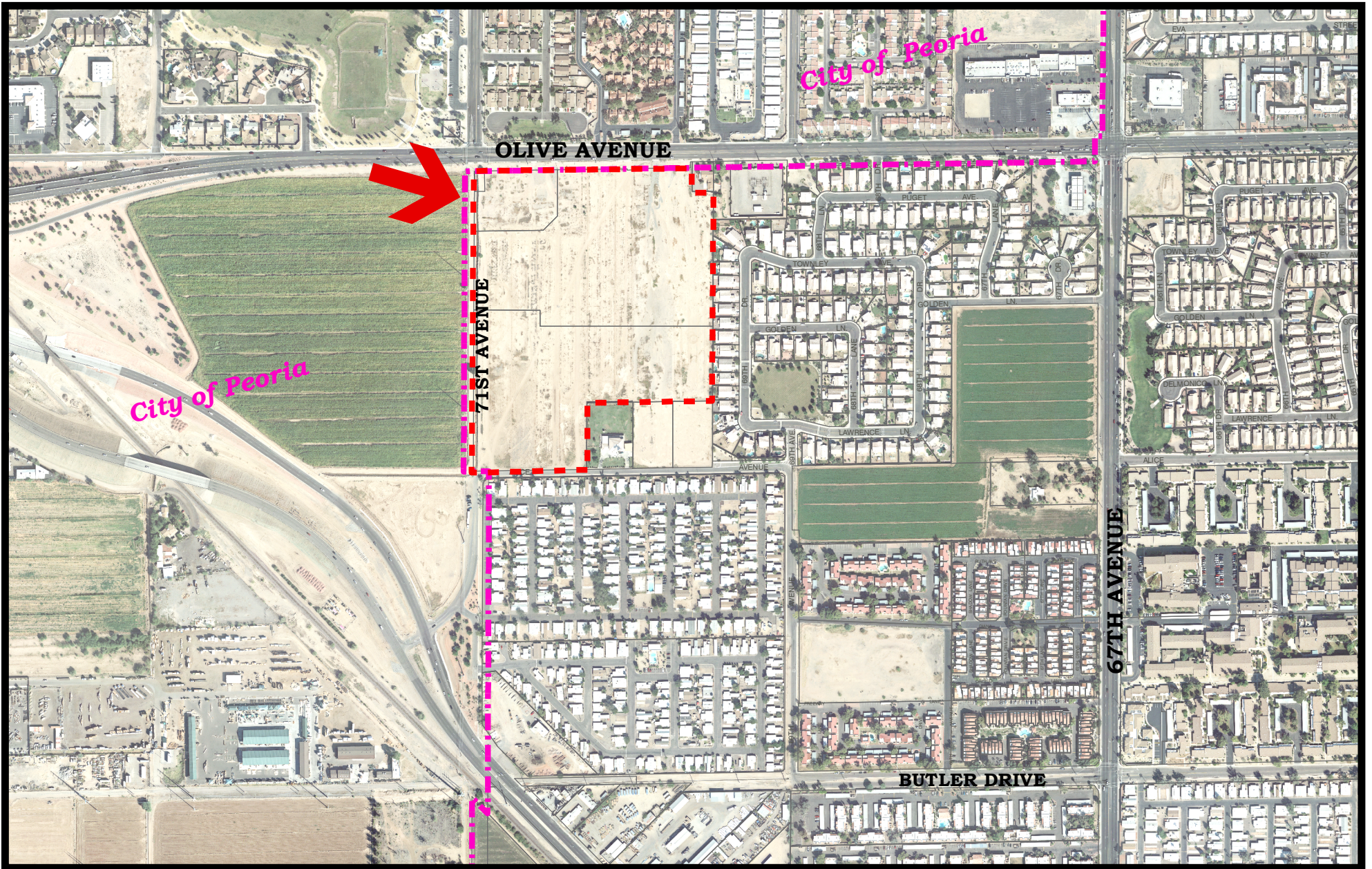
**REQUEST**

**FINAL PLAT APPROVAL FOR WEST  
POINTE VILLAGE**

**LOCATION**

**7041 W. OLIVE AVENUE**





Aerial Date: November 2012



**CASE NUMBER**

**FP15-02**





## Legislation Description

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**File #: 16-042, Version: 1**

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**ORDINANCE 2977: SOUTHWEST GAS CORPORATION UTILITY EASEMENT AT 53RD AVENUE, BETWEEN MCLELLAN TO OCOTILLO ROADS**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a utility easement in favor of Southwest Gas Corporation (SWG) across City property located along 53rd Avenue, between McLellan and Ocotillo Roads.

**Background**

In order to maintain the highest level of safety standards and to improve the continued reliability of their natural gas distribution facilities, Southwest Gas is replacing the existing natural gas distribution service with a new service line within this area. The new service line will be located along the west side of 53rd Avenue, between McLellan and Ocotillo Roads, which is the western border of the City's Clavelito Park. SWG has requested an easement to install and access their facilities in the new location.

**Analysis**

Staff recommends approval of the SWG utility easement. There will be additional construction needed as a result of this action. There are no costs incurred by the city as a result of this action.

**Community Benefit/Public Involvement**

The granting of this easement will allow SWG access to their facilities which provide natural gas to the residents within this area.

ORDINANCE NO. 2977 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT FOR NATURAL GAS DISTRIBUTION FACILITIES IN FAVOR OF SOUTHWEST GAS CORPORATION ALONG THE WEST SIDE OF 53<sup>RD</sup> AVENUE, BETWEEN MCLELLAN ROAD AND OCOTILLO ROAD, ADJACENT TO CLAVELITO PARK; 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 approves an easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute any and all documents granting Southwest Gas Corporation a utility easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto. The legal description is contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by said property owner of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the property owner.

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            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_eng\_easement clavelito park.doc

APN # 146-07-047B

Recording Requested By/Return To:  
Southwest Gas Corporation  
9 South 43rd Avenue  
Mail Code 420-588 kas3  
Phoenix, Arizona 85009



**SOUTHWEST GAS CORPORATION**  
**GRANT OF EASEMENT**

*This form is used to acquire land rights for installation of pipeline(s) and appurtenances.*

Prepared By kas3 Reviewed By \_\_\_\_\_  
Sec. 8 T 2N R 2E Meridian G&SRM  
County Maricopa State Arizona  
W.R. No. 3022078 W.O. No. \_\_\_\_\_

I (We) The City of Glendale, a municipal corporation

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 3022078

W.O. No. \_\_\_\_\_

**The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.**

**TO HAVE AND TO HOLD** said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

**IN WITNESS WHEREOF**, the duly authorized representative of the undersigned has executed this Grant of Easement this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

The City of Glendale, a municipal corporation

Grantor \_\_\_\_\_

Printed Name and Title

Grantor \_\_\_\_\_

Signature

**ACKNOWLEDGMENT**

STATE OF ARIZONA )

)

COUNTY OF MARICOPA )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(here insert name of the officer)

a notary public, personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
**SOUTHWEST GAS CORPORATION**  
**GRANT OF EASEMENT**

APN: 146-07-047B

THE WEST TEN FEET OF THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF LOT 2, BLOCK 2, WOODFORD ADDITION TO GLENDALE, AS RECORDED IN BOOK 2 OF MAPS, PAGE 54, MARICOPA COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, BEING A GLENDALE 3" BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHEAST QUARTER CORNER OF SAID SECTION 8, BEING A 2" BRASS CAP IN HANDHOLE, BEARS NORTH 00°09'59" EAST, A DISTANCE OF 2631.82 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE CENTERLINE OF W. MARYLAND AVENUE NORTH 89°24'33" WEST, A DISTANCE OF 1174.36 FEET TO THE CENTERLINE OF N. 53<sup>RD</sup> AVENUE;

THENCE NORTH 00°12'24" EAST DEPARTING SAID SOUTH LINE AND SAID CENTERLINE OF W. MARYLAND AVENUE, AND ALONG THE CENTERLINE OF N. 53<sup>RD</sup> AVENUE A DISTANCE OF 658.19 FEET TO THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY AS DESCRIBED IN DOCKET 7614, PAGE 412, MARICOPA COUNTY RECORDER'S OFFICE AND **THE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°12'24" EAST ALONG PROJECTED CENTERLINE EXTENSION OF N. 53<sup>RD</sup> AVENUE, AND ALONG THE WEST LINE OF SAID SUBJECT PROPERTY, A DISTANCE OF 633.06 FEET TO THE NORTHWEST CORNER OF SAID SUBJECT PROPERTY, SAID POINT BEING 25 FEET SOUTH MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF W. OCOTILLO ROAD;

THENCE SOUTH 89°25'20" EAST DEPARTING SAID PROJECTED CENTERLINE EXTENSION OF N. 53<sup>RD</sup> AVENUE AND ALONG THE NORTH LINE OF SAID SUBJECT PROPERTY, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°12'24" WEST DEPARTING THE NORTH LINE OF SAID SUBJECT PROPERTY, A DISTANCE OF 633.10 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBJECT PROPERTY, SAID POINT ALSO BEING ON THE CENTERLINE OF W. MCLELLAN ROAD;

THENCE NORTH 89°24'33" WEST ALONG THE SOUTH LINE OF SAID SUBJECT PROPERTY, AND ALONG SAID CENTERLINE OF W. MCLELLAN ROAD, A DISTANCE OF 10.00 FEET TO **THE POINT OF BEGINNING**.

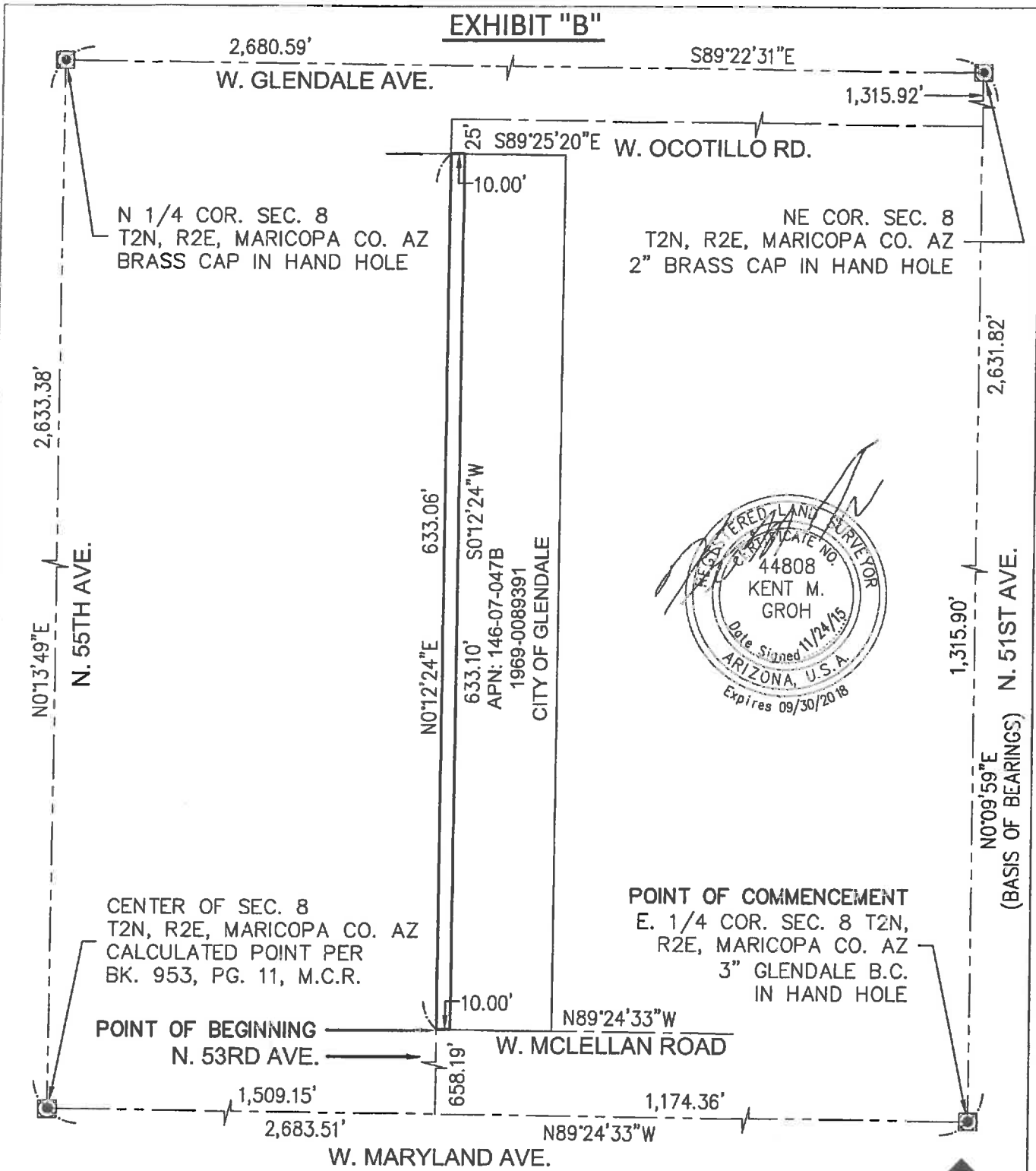
SAID EASEMENT CONTAINS 6330.82 SQUARE FEET OR 0.1453 ACRES, MORE OR LESS.



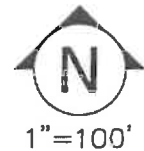
EXPIRES 11/29/18

BCG PROJECT # 9558-180

**EXHIBIT "B"**



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.



SHEET OF	DATE: 11/24/15	SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA CO, AZ		
	BY: TH	CHK: KG	QC:	
	BCG PROJECT NO: 9558-01-003 TASK:180 CLIENT REF NO:			

**Bowman**  
CONSULTING

1295 W Washington St, #108  
Tempe, AZ 85281  
Phone: (480) 628-8830  
Fax: (480) 629-8841  
www.bowmanccr.com



## Legislation Description

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**File #:** 16-048, **Version:** 1

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**ORDINANCE 2978: ACCEPTANCE OF RIGHT OF WAY ALONG BELL ROAD APPROXIMATELY 600 FEET EAST OF 63RD AVENUE**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right of way along Bell Road approximately 600 feet east of 63rd Avenue.

**Background**

The owner of the Glendale Medical Center, located at 6220 West Bell Road, was required to construct street improvements along Bell Road as part of site development to meet current arterial street design requirements. The owner, GPW Arrowhead, LLC, has agreed to dedicate additional right-of-way in order for the City to maintain this portion of the street.

**Analysis**

Staff recommends accepting the additional Bell Road right-of-way. There will be minimal impact on City departments, staff or service levels as a result of this action. Costs to maintain this section of street right-of-way will be minimal and can be absorbed within the Streets Maintenance budget.

**Previous Related Council Action**

City Council took action to accept and take title to the current Bell Road right-of-way per Ordinance No. 1092 passed, adopted and approved by City Council on September 11, 1979.



ORDINANCE NO. 2978 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED ALONG BELL ROAD, APPROXIMATELY 600 FEET EAST OF 63<sup>RD</sup> AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City Council took action to accept and take title a right-of-way adjacent to Bell Road approximately 600 feet east of 63<sup>rd</sup> Avenue per Ordinance 1092, New Series, passed, adopted and approved by City Council on September 11, 1979; and

WHEREAS, the owner of the Glendale Medical Center, located at 6220 West Bell Road, constructed Bell Road street improvements outside of the current Bell Road right-of-way; and

WHEREAS, the owner, GPW Arrowhead, LLC, has agreed to dedicate additional right-of-way so these new street improvements will be inside City right-of-way and allow the City to maintain said street improvements.

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

SECTION 1. That GPW Arrowhead, LLC, has agreed to dedicate additional right-of-way to allow the City to maintain these improvements consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Warranty Deed, which is attached hereto as Exhibit A, granting the right-of-way described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of  
Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_eng\_gpw bell road.doc

**EXHIBIT A**

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

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For Ten Dollars and other valuable consideration, **GPW Arrowhead, LLC**, an Arizona limited liability company, does hereby convey to the City of Glendale, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description of Right-of-Way Dedication**

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And we do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

By: \_\_\_\_\_  
Gary D. Phillips  
Managing Partner

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Gary D. Phillips, Managing Partner of GPW Arrowhead, LLC, an Arizona limited liability company who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

6220 W. Bell Road

**DESCRIPTION OF RIGHT OF WAY DEDICATION**

*THE SOUTH 10 FEET OF FOLLOWING DESCRIBED PROPERTY.*

*ALL THAT PORTION OF GLO LOT 34 AND GLO LOT 35, SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31 NORTH 89° 04' 30" EAST 461.34 FEET; THENCE NORTH 00° 53' 02" EAST 55.03 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELL ROAD AS DESCRIBED IN THAT CERTAIN DOCKET 4525, PAGE 575 & 577 RECORDS OF SAID COUNTY, SAID POINT BEING FURTHER DESCRIBED AS THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING NORTH 00° 53' 02" EAST 406.95 FEET; THENCE NORTH 89° 53' 54" EAST 364.52 FEET; THENCE SOUTH 00° 47' 33" WEST 401.69 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89° 04' 30" WEST 365.29 FEET TO THE POINT OF BEGINNING, CONTAINING 3.4 ACRES MORE OR LESS.*



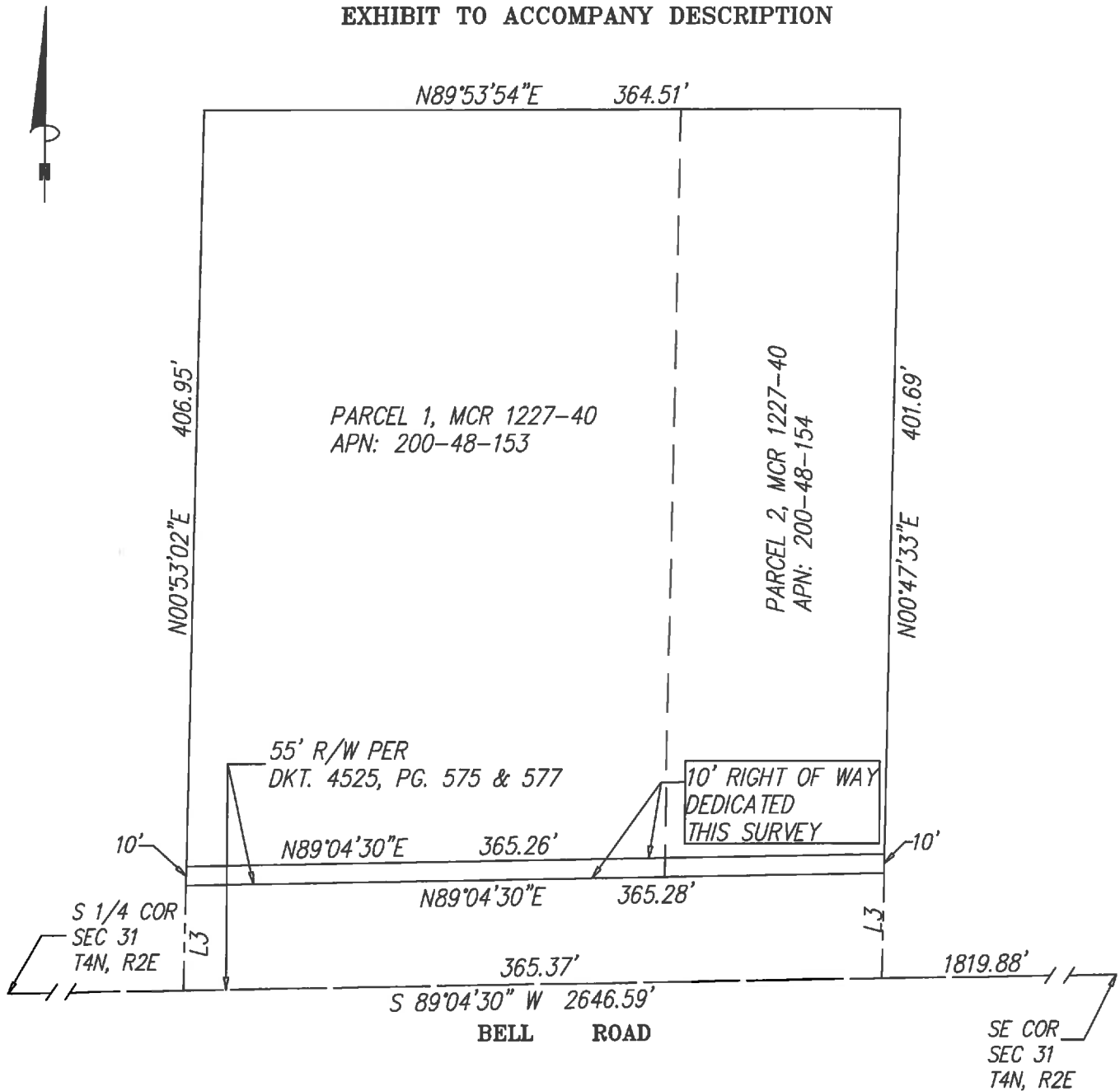
*John M. Ware*

EXPIRES 09/30/2017

**ARIZONA SURVEYORS, INC.  
11445 EAST VIA LINDA, SUITE 2-447  
SCOTTSDALE, ARIZONA 85259-2638  
PHONE - 480-816-9773  
FAX - 480-816-9735  
EMAIL - [jwazrls@gmail.com](mailto:jwazrls@gmail.com)**

JOB NO. GPW  
DATE: 07/10/2015  
SHEET 1 OF 1

EXHIBIT TO ACCOMPANY DESCRIPTION



L3	S 00°53'02" W	55.03'
L4	S 00°47'33" W	55.03'



*John M. Ware*

EXPIRES 09/30/2017

ARIZONA SURVEYORS, INC.  
 11445 EAST VIA LINDA, SUITE 2-447  
 SCOTTSDALE, ARIZONA 85259-2638  
 PHONE - 480-816-9773  
 FAX - 480-816-9735  
 EMAIL - [jwazrls@gmail.com](mailto:jwazrls@gmail.com)

DRAWN: JMW  
 CHECK: KS  
 SCALE: 1"=80'  
 JOB NO. GPW  
 DATE: 07/10/2015  
 SHEET 1 OF 1



**RIGHT OF WAY DEDICATION  
6220 W. BELL ROAD**



## Legislation Description

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**File #:** 16-049, **Version:** 1

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**ORDINANCE 2979: ACCEPTANCE OF RIGHT OF WAY ALONG 75TH AVENUE APPROXIMATELY 1,100 FEET SOUTH OF DEER VALLEY ROAD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right of way along 75th Avenue approximately 1,100 feet south of Deer Valley Road.

**Background**

The owner of Morningstar at Arrowhead, located at 21432 North 75th Avenue, was required to construct street improvements along 75th Avenue to meet current arterial street design requirements. The owner, MS-RCS Arrowhead, LLC, has agreed to dedicate additional right-of-way in order for the City to maintain this portion of the street.

**Analysis**

Staff recommends accepting the additional 75th Avenue right-of-way. There will be minimal impact on City departments, staff or service levels as a result of this action. Costs to maintain this section of street right-of-way will be minimal and can be absorbed within the Street Maintenance budget.

**Previous Related Council Action**

City Council took action to accept and take title to the current 75th Avenue right-of-way per Ordinance No. 1092 passed, adopted and approved by City Council on September 11, 1979.



ORDINANCE NO. 2979 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT MORNINGSTAR AT ARROWHEAD, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City Council took action to accept and take title to a right-of-way adjacent to 75<sup>th</sup> Avenue between Beardsley Road and Deer Valley Road per Ordinance 1092, New Series, passed, adopted and approved by City Council on September 11, 1979; and

WHEREAS, the owner of Morningstar at Arrowhead, located at 21432 North 75<sup>th</sup> Avenue, constructed 75<sup>th</sup> Avenue street improvements outside of the current 75<sup>th</sup> Avenue right-of-way; and

WHEREAS, the owner, MS-RCS Arrowhead, LLC, a Colorado limited liability company, has agreed to dedicate additional right-of-way so these new street improvements will be inside City right-of-way and allow the City to maintain said street improvements.

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

SECTION 1. That MS-RCS Arrowhead, LLC, has agreed to dedicate additional right-of-way to allow the City to maintain these improvements consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Warranty Deed, attached hereto as Exhibit A, which grants the right-of-way described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of  
Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_eng\_morningstar row.doc

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

---

For Ten Dollars and other valuable consideration, I or We, MS-RCS ARROWHEAD, LLC, a Colorado limited liability, does hereby convey to the City of Glendale, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Property Description, Exhibit "A"**

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in fee simple in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And I or We do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Signature on next page)

MS-RCS ARROWHEAD, LLC, A COLORADO  
LIMITED LIABILITY COMPANY,

By: Sharon K. Eshima

Its: Manager

\_\_\_\_\_  
Signature

**Exempt Pursuant to A.R.S. §11-1134(A)(2), 11-1134(A)(3)**

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF BOULDER    )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
by Sharon K. Eshima, as Manager of MS-RCS Arrowhead, a Colorado limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**

**Michael Baker International  
2929 N. Central Avenue, Suite 800  
Phoenix, AZ 85012**

**April 22, 2015  
JN: 142427  
Page 1 of 2**

**Exhibit "A"  
Legal Description**

**10' Right-of-Way Dedication**

A parcel of land situated in Parcel No. 1 of the "Minor Land Division – Lot Tie for 21432 N. 75<sup>th</sup> Avenue" recorded in Book 1197, Page 44, Maricopa County Records, lying within a portion of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 23, monumented by a found brass cap in handhole, from which the east quarter corner of said Section 23, monumented by found brass cap in handhole, bears as a basis of bearings South 00°11'04" West, a distance of 2,647.91 feet as shown on said "Minor Land Division – Lot Tie for 21432 N. 75<sup>th</sup> Avenue";

THENCE along the east line of said Section 23, South 00°11'04" West, a distance of 905.00 feet;

THENCE departing said east line, South 89°31'53" West, a distance of 45.00 feet to the west right-of-way line of 75<sup>th</sup> Avenue and the northeast corner of said Parcel No. 1 and the POINT OF BEGINNING;

THENCE along said west right-of-way line and the east line of said Parcel No. 1, South 00°11'04" West, a distance of 234.02 feet to the southeast corner of said Parcel No. 1;

THENCE departing said west right-of-way line and said east line, along the south line of said Parcel No. 1, South 89°31'53" West, a distance of 10.00 feet to a line 10.00 feet west of and parallel with said east line;

THENCE departing said south line, along said parallel line, North 00°11'04" East, a distance of 234.02 feet to the north line of said Parcel No. 1;

THENCE departing said parallel line, along said north line, North 89°31'53" East, a distance of 10.00 feet to the POINT OF BEGINNING.

The above parcel of land contains 2,340 square feet or 0.0537 acres more or less.

SUBJECT TO all covenants, rights of way, and easements of record.

Exhibit "B" attached and by this reference made a part hereof.



# EXHIBIT "B"

## 10' RIGHT-OF-WAY DEDICATION



POINT OF BEGINNING  
NE CORNER  
PARCEL NO. 1

NE CORNER  
SEC. 23 T4N, R1E,  
G&SRB&M  
FOUND BRASS  
CAP IN HANDHOLE  
POINT OF  
COMMENCEMENT

S00°11'04"W 2647.91'  
(BASIS OF BEARINGS)

75TH AVENUE

PARCEL NO. 1  
MINOR LAND DIVISION — LOT TIE  
FOR 21432 N. 75TH AVENUE  
BOOK 1197, PAGE 44, M.C.R.

E 1/4 CORNER  
SEC. 23 T4N, R1E,  
G&SRB&M  
FOUND BRASS  
CAP IN HANDHOLE

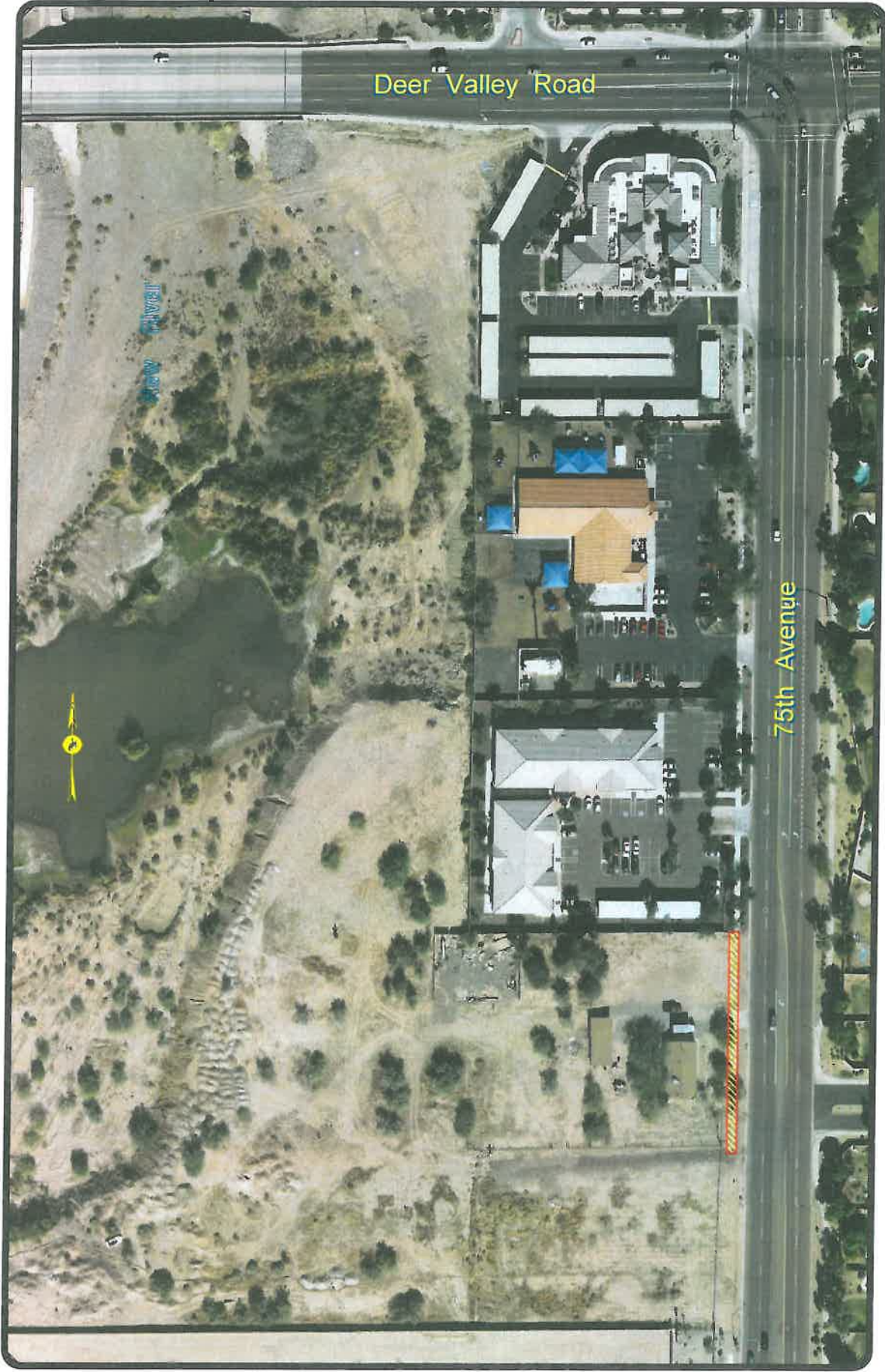
LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°11'04"W	905.00'
L2	S89°31'53"W	45.00'
L3	S00°11'04"W	234.02'
L4	S89°31'53"W	10.00'
L5	N00°11'04"E	234.02'
L6	N89°31'53"E	10.00'



**Michael Baker**  
INTERNATIONAL

\\MAP\PROJECTS\142427\_MORNINGSTAR\ARROWHEAD\CADD\MAPPING\EXHIBIT\142427-ROW-455.DWG





**75TH AVENUE RIGHT-OF-WAY  
DEDICATION AT MORNINGSTAR**



## Legislation Description

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**File #:** 16-063, **Version:** 1

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**ORDINANCE 2980: ADOPT AN ORDINANCE TO AUTHORIZE THE CITY MANAGER OR CHIEF FINANCIAL OFFICER TO EXECUTE DOCUMENTS AND TAKE THE NECESSARY ACTION FOR THE ISSUANCE AND SALE OF CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION BONDS TO FINANCE ELIGIBLE CITY PROJECTS**

Staff Contact: Tom Duensing, Assistant City Manager

Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC

Guest Presenter: Paul Gales, Associate, Greenberg Traurig, LLP

### Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager or Chief Financial Officer to execute documents and take the necessary action for the issuance and sale of City of Glendale, Arizona General Obligation (G.O.) bonds not to exceed \$31,000,000 to finance eligible City projects. Representatives from RBC Capital Markets, LLC, the City's Financial Advisor, and Greenberg Traurig, LLP, the City's Bond Counsel, will be available for questions.

### Background

On October 13, 2015, Mayor and Council approved the following agenda items for the acquisition of property totaling \$22,338,648 pursuant to Council priorities.

- Real property located at the southwest corner of Bethany Home Road and 91st Avenue in Glendale, Arizona in the amount of \$15,526,542.00.
- Real property located at the southwest corner of Maryland Avenue and 91st Avenue in Glendale, Arizona in the amount of \$6,812,106.00.

At the October 13, 2015 Voting Meeting, staff anticipated this transaction, and subsequent eligible improvements, would be funded through the issuance of General Obligation (G.O.) bonds. As the issuance of the G.O. bonds would be subsequent to the close of the real property transaction, the G.O. bond proceeds would reimburse the City for this land purchase and would finance improvements to the property.

### **City of Glendale, General Obligation Bonds**

General Obligation (G.O.) bonds are a common form of capital improvement financing used in Arizona and around the country. The City issues G.O. bonds to provide funds for the acquisition and construction of major City-owned facilities. City of Glendale G.O. bonds have been issued for both general governmental (non-enterprise) and enterprise activities.

G.O. bonds pledge the full faith and credit of the City and general governmental G.O. bonds are repaid through the levy of secondary property taxes while enterprise supported G.O. bonds are repaid from enterprise user fees. There are currently no enterprise supported G.O. bonds outstanding. G.O. bonds can

only be issued if authorized through a bond election.

### **Analysis**

In order to address parking obligations in the Westgate area, total parking improvements are estimated to be approximately \$8,000,000 for the property located at the southwest corner of Maryland Avenue and 91st Avenue. Therefore, the total anticipated costs of the property and improvements are \$30,338,648. In order to ensure adequate authorization is given to finance the property and improvements, the total authorized amount is a not to exceed amount of \$31,000,000 which includes bond issuance costs.

Currently, six series of G.O. bonds are outstanding, totaling \$126,305,000, which financed various projects consistent with voter authorization. If approved, this authorization would be the 2016 series in a par amount not exceed \$31,000,000.

### **Previous Related Council Action**

At the October 13, 2015 Council Voting Meeting, Council approved Resolution No. 5032 to acquire property located at the southwest corner of Bethany Home Road and 91st Avenue consisting of approximately 3,313,609 square feet or 76.07 acres of property for \$15,526,542.00.

At the October 13, 2015 Council Voting Meeting, Council approved Resolution No. 5033 to acquire property located at the southwest corner of Maryland Avenue and 91st Avenue consisting of approximately 981,407 square feet or 22.53 acres of property for \$6,812,106.00.

### **Community Benefit/Public Involvement**

Bond financing is a complicated process involving City staff, the City's Financial Advisor, the City's Bond Counsel, and other financing participants. Financial advisors have a fiduciary responsibility to the City and are critical in structuring deals that minimize costs, create financial flexibility, or address financial challenges the City may face. Bond counsel provides assurance both to issuers and to investors who purchase the bonds that all legal and tax requirements are met and works closely with City staff and the City's financial advisor to ensure relevant legal issues are addressed.

### **Budget and Financial Impacts**

This Council action is the authorization to sell G.O. bonds to finance the land and related improvements. It is anticipated the purchase price of the land and subsequent parking improvements will be recorded in the Streets Construction Fund (Fund 1980) and the Economic Development Construction Fund (Fund 2100) during the current fiscal year.

City Charter limits transfers between funds to the 4th quarter of a fiscal year. As budget appropriation for the transaction is not currently in the identified funds, staff requested approval to exceed appropriation for the land purchase and is seeking approval to exceed appropriation for the subsequent parking improvements within the identified funds to record the expenditures. A budget appropriation transfer request will then be brought forward for Council consideration in the 4th quarter of the fiscal year. This is consistent with the

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**File #:** 16-063, **Version:** 1

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Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013 and subsequently amended on November 10, 2015.

ORDINANCE NO. 2980 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF PROVIDING FUNDS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN PROJECTS OF THE CITY AND TO PAY ALL NECESSARY LEGAL, FINANCIAL, ARCHITECTURAL, ENGINEERING AND OTHER COSTS IN CONNECTION THEREWITH; PROVIDING FOR THE SALE OF SAID BONDS; AUTHORIZING THE EXECUTION OF A BOND REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING AND CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE.

Whereas, pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended (the "Act"), duly called special bond elections were held in the City of Glendale, Arizona (hereinafter referred to as the "City"), on October 20, 1981, March 10, 1987, November 2, 1999 and May 15, 2007, and thereafter canvassed pursuant to law; and

Whereas, at such elections there was submitted to and approved by the qualified electors of the City questions as to the issuance and sale of general obligation bonds of the City in the respective principal amounts and for the purposes as follows (which purposes include payment of costs and expenses as set forth in the ballot preparation) and has issued in one or more series of bonds pursuant to such authorizations the amounts, and has remaining authorization, as follows:

<u>AUTHORIZED AMOUNT</u>	<u>PURPOSE</u>
\$6,750,000 [1981 Election]	To provide funds to construct an operations center and associated costs [Amount issued to date: \$550,000; Authorization remaining: \$6,200,000]
\$9,698,000 [1987 Election]	To provide funds to construct a new north branch library facility; to add to, improve, and renovate existing library buildings and facilities; to furnish and equip such buildings and facilities and to improve the grounds thereof; to acquire land and interests therein as necessary for library facilities; and to purchase books [Amount issued to date: \$8,000,000; Authorization remaining: \$1,698,000]

<u>AUTHORIZED AMOUNT</u>	<u>PURPOSE</u>
\$18,215,000 [1999 Election]	Planning and constructing a cultural facility, planning, acquiring, repairing and restoring historic properties, and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$4,494,100; Authorization remaining: \$13,720,900]
\$50,500,000 [1999 Election]	To promote new private sector job creation through development and redevelopment within the City of Glendale, including land acquisition to be used for public/private partnerships, constructing infrastructure for future business parks, and acquiring land and interests therein as may be needed for such purposes (the “Economic Development and New Job Creation Improvements”) [Amount issued to date: \$17,872,846; Authorization remaining: \$32,627,154]
\$40,910,000 [1999 Election]	Planning and constructing a new public works operations center, acquiring or constructing additional city buildings and facilities, planning, acquiring or constructing a tourism visitor center, additional restrooms and related infrastructure throughout the City, and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$16,910,000; Authorization remaining: \$24,000,000]
\$17,000,000 [1999 Election]	Planning, acquiring, constructing, extending, improving and repairing landfill and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$1,460,000; Authorization remaining: \$15,540,000]
\$15,398,000 [1999 Election]	Planning, designing and constructing new library facilities, planning, adding improving and renovating exiting library buildings and facilities, furnishing and equipping such buildings and facilities and improving the grounds thereof, acquiring land and interests therein as may be needed for library facilities and purposes and purchasing books [Amount issued to date: \$-0-; Authorization remaining: \$15,398,000]

AUTHORIZED AMOUNT

PURPOSE

\$64,801,000 [1999 Election]	Planning and constructing a fire and police substation and other public safety buildings and facilities, new court buildings and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment [Amount issued to date: \$62,966,000; Authorization remaining: \$1,835,000]
\$53,700,000 [1999 Election]	Planning and acquiring land and interests therein for preservation of open space, planning, acquiring and constructing multiuse trails and linear parks, including but not limited to lighted walkways, play areas, benches, amphitheater, artwork, fountains, landscaping and equestrian trails, and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$3,175,000; Authorization remaining: \$50,525,000]
\$6,935,000 [1999 Election]	Planning, acquiring, constructing and expanding transit services and passenger amenities and park and ride facilities, replacement of transit buses, cars and computer equipment and transit administrative facility upgrades and renovations, and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$185,000; Authorization remaining: \$6,750,000]
\$10,000,000 [1999 Election]	Planning and constructing sewers for areas within the City currently utilizing septic systems and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: \$-0-; Authorization remaining: \$10,000,000]
\$102,638,000 [2007 Election]	Planning and constructing fire and police stations and substations and other public safety buildings and facilities, new court building, and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment [Amount issued to date: \$-0-; Authorization remaining: \$102,638,000]

AUTHORIZED AMOUNT

PURPOSE

\$79,065,000 [2007 Election]	Constructing, reconstructing, improving and maintaining major and local streets, highways and bridges and parking within the City, and further including but not limited to downtown and City-wide parking garages, street signage, lighting, street widening and landscaping, and acquiring land and interests therein as may be needed for such facilities and purposes (the “2007 Streets and Parking Facilities”) [Amount issued to date: \$11,827,000; Authorization remaining: \$67,238,000]
\$20,554,000 [2007 Election]	Planning, constructing, acquiring and installing flood control facilities, including joint facilities to be utilized with others and including but not limited to storm sewer lines and drains, flood control channels, detention and retention basins, and acquiring land and interests therein as may be needed for such facilities and purposes, such facilities to be used for reducing flooding on properties and reducing street flooding [Amount issued to date: \$10,522,000; Authorization remaining: \$10,032,000]
\$16,155,000 [2007 Election]	Planning and constructing new parks and recreation facilities city-wide and further including but not limited to new swimming pools and indoor and outdoor multisport recreation centers, planning, constructing, adding to and renovating existing parks and recreation buildings and facilities, furnishing and equipping such buildings and facilities and improving the grounds thereof, and acquiring land and interests therein as may be necessary for such facilities and purposes [Amount issued to date: \$1,518,000; Authorization remaining: \$14,637,000]

WHEREAS, there has been submitted to the Council of the City at this meeting a proposed form of a preliminary official statement with respect to the bonds authorized hereby (the “Preliminary Official Statement”), the final form of which, upon being completed and conformed to this Ordinance, will be the official statement with respect to the bonds authorized hereby (the “Official Statement”); and

WHEREAS, there have been filed with the City Clerk proposed forms of the following documents:

- (a) A Bond Registrar and Paying Agent Agreement to be dated on or before the date of delivery of the Bonds (the “Bond Registrar Agreement”), pursuant to which a qualified financial institution will act as Bond Registrar (as hereinafter defined); and



(b) A Continuing Disclosure Undertaking to be dated the date of Delivery of the Bonds (the “Undertaking”);

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

SECTION 1. *Purpose.* That for the purpose of providing funds for Economic Development and New Job Creation Improvements and 2007 Streets and Parking Facilities and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection therewith, the City hereby authorizes the issuance of its General Obligation Bonds in one or more series which may include bonds the interest on which is intended to be excludible from gross income for federal income tax purpose (“Tax-Exempt Bonds”) or on a taxable basis (“Taxable Bonds”) and together with the Taxable Bonds, the “Bonds”) in the combined aggregate principal amount not to exceed \$31,000,000. The City Manager, any Assistant City Manager or Director of Finance and Technology, in each case, whether interim or actual, (each, an “Authorized Officer”) shall determine the dollar amounts and respective ballot propositions under which each series of Bonds shall be issued and the amount of Tax-Exempt Bonds and Taxable Bonds, respectively.

Section 2. *Authorization of Bonds.* The Bonds shall be issued as fully registered bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof, and shall be dated the date of delivery of the Bonds.

Interest on the Bonds shall be payable on January 1 and July 1 of each year (the “Interest Payment Dates”), at the rates to be set forth in the hereinafter defined Bond Purchase Agreement (not to exceed 7.00%) until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of delivery, or such other date as approved by an Authorized Officer. Interest on the Bonds will be computed on the basis set forth in the Bond Purchase Agreement. The final amounts and respective maturity dates of the Bonds shall be set forth in the Bond Purchase Agreement, but none of the Bonds shall mature later than July 1, 2037.

Section 3. *Sale of Bonds.* Each Authorized Officer is authorized to determine whether the Bonds shall be sold by negotiation to (a) an investment banking firm or syndicate of such firms or (b) private placement purchaser, in either case to be selected by an Authorized Officer (the “Purchasers”) as provided in this Section. Each Authorized Officer shall be authorized to award and sell the Bonds by negotiated sale in one or more series to the Purchasers in accordance with the terms of one or more Bond Purchase Agreements (as such term is hereinafter defined) at a price permitted under Arizona Revised Statutes, Section 35-457.D. An Authorized Officer shall make such award and negotiated sale by completing the Bond Purchase Agreements by inserting therein the aggregate principal amount of the Bonds, including the principal amounts of each series, if applicable. An Authorized Officer may make provision for insurance and/or liquidity support of the Bonds, if such Authorized Officer determines that such insurance or credit support would provide a net borrowing cost savings or enhance the

marketability of the Bonds. Such determinations shall be included in the Bond Purchase Agreements.

If bond insurance and/or liquidity support is obtained with respect to any of the Bonds, an Authorized Officer is authorized to execute and deliver, on behalf of the City, appropriate agreements with the bond insurer and/or liquidity provider and the Bond Registrar with provisions concerning, without limitation, any of the following: (i) the terms of the bond insurance and/or liquidity support and the premium to be paid for it, (ii) procedures for payments under the bond insurance and/or liquidity support and reimbursement of amounts advanced including subrogation to the rights of bondholders paid, (iii) voting rights, (iv) remedies and (v) notices and providing of information with respect to the Bonds.

One or more Bond Purchase Agreements (collectively, the “Bond Purchase Agreements”) providing for the sale of the Bonds to the Purchasers in a form comparable to that used for prior general obligation bonds of the City is hereby approved, it being hereby found and determined that the Bond Purchase Agreements are in the best interests of the City. The City Manager is hereby authorized to execute and deliver such Bond Purchase Agreements in such form, with such insertions, omissions and changes as are necessary and consistent with this Ordinance, the execution of such agreement being conclusive evidence of such approval.

Section 4. *Book-Entry.* The Bonds shall only be issued in book entry form, except as provided in Section 9 hereof, and (i) one certificate for each Bond maturity in typewritten form shall be registered in the name of the Depository (as defined herein) or its nominee, as registered owner, and immobilized in the custody of the Depository; (ii) the beneficial owners of the Bonds (the “Beneficial Owners”) shall have no right to receive the Bonds in the form of physical securities; (iii) ownership of beneficial interests in the principal amounts of \$5,000 or integral multiples thereof shall be shown by book entry on the system maintained and operated by the Depository and its participants, and transfers of the ownership of beneficial interest shall be made only by book entry by the Depository and its participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except in transfer to another Depository or to another nominee of a Depository.

As provided in Section 9 hereof, the City and the Bond Registrar shall treat the Depository or its nominee in whose name the Bonds are registered in the Bond Registrar as the owner of the Bonds for all purposes. Accordingly, principal and interest payments will be paid to the Depository as the registered owner of the Bonds. All notices required by this Ordinance to be given to the registered owners of Bonds shall be given to the Depository as the registered owner of the Bonds. The transfer of principal and interest and of notices to the Beneficial Owners will be the responsibility of the Depository and its Participants or other nominees of the Beneficial Owners. The City will not be responsible or liable for such transfers or the failure thereof or for maintaining, supervising or reviewing records of the Depository.

For the purposes of this Ordinance, “Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds, and to effect transfers of

such beneficial interests in the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

Section 5. *Execution.* The Bonds shall be signed by the Mayor and attested by the City Clerk (references in this Ordinance to such officers shall include persons acting in the capacity of such officers) in their official capacities. The signature of any or all of such officers may be facsimiles. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance.

Section 6. *Registrar and Paying Agent.* An Authorized Officer is authorized to appoint a qualified financial institution to serve as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Bonds. The Mayor or an Authorized Officer shall sign and deliver, and the City Clerk shall attest, on behalf of the City, the Bond Registrar Agreement, in substantially the form on file with the City Clerk with such additions, deletions and modifications not inconsistent with this Ordinance as the officer executing such agreement shall approve. Each Authorized Officer is authorized and directed on behalf of the City to provide for payment of the services rendered and for reimbursement of expenses incurred by the Bond Registrar from the proceeds of the Bonds to the extent available or from other funds lawfully available therefor.

Section 7. *Payment of Bonds.* The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Subject to Section 9 hereof, (a) principal and premium, if any, shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar and (b) interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered in the Bond Register, at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the “regular record date”) at that person’s address appearing on the Bond Register (as defined in Section 8 below), or at such other address as is furnished to the Bond Registrar, in writing, by the registered owner before the regular record date. Any interest which is not timely paid or duly provided for shall cease to be payable to the person who is shown as the registered owner thereof (or of one or more predecessor bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar whenever monies become available for payment of the overdue interest, and notice of the special record date shall be given to registered owners not less than ten days prior thereto.

Section 8. *Registration and Exchange.* So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the “Bond Register”). Subject to the provisions of Section 7 above,

(a) the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Ordinance, (b) payment of or on account of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of that person, and (c) neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office of the Bond Registrar, together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the registered owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of exchanged or transferred Bonds, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All fees and costs associated with the exchange or transfer, including any tax or other governmental charges required to be paid with respect to the exchange or transfer, shall be paid by the registered owner requesting the exchange or the transferor, as appropriate. The City or the Bond Registrar may require that those fees and costs, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under this Ordinance as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Bond Registrar. The City may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the City may have acquired in any manner whatsoever, and those Bonds shall be promptly canceled by the Bond Registrar. The canceled Bonds shall be retained for a period of time and then returned to the City or destroyed by the Bond Registrar as directed by an Authorized Officer.

The City and the Bond Registrar will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the City in connection therewith and, in the case of the Bond destroyed or lost, filing with the City Clerk by the registered owner evidence satisfactory to the City that such Bond was destroyed or lost, and furnishing the City with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 9. *Book-Entry Depository.* Notwithstanding any provision of this Ordinance or of any Bond to the contrary, the City may enter into an agreement with the registered owner of a Bond in the custody of a Depository providing for making all payments to that registered owner of payments of principal and interest on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of funds) other than as provided in this Ordinance and in the Bond, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the City; provided, that payment in any event shall be made to the person who is the registered owner of that Bond, on the date or other date duly agreed upon that principal and premium is due, and, with respect to the payment of interest, as of the applicable regular record date or special record date or other date as duly agreed upon as the case may be.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the City may attempt to have established a securities depository/book entry relationship with another qualified Depository. If the City does not or is unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision with the Depository for notification of the Beneficial Owners by the then Depository, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver replacement Bonds in fully registered form in the denominations of \$5,000 or any integral multiple thereof to the assignees of the Depository or its nominee. If the event is not the result of City action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing definitive Bonds) of those persons requesting such authentication and delivery.

Section 10. *Form of Bond.* The Bonds shall be in substantially the following form, the officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Ordinance:

(FORM OF FACE OF BOND)

REGISTERED  
NO.

REGISTERED

\$

CITY OF GLENDALE, ARIZONA  
GENERAL OBLIGATION BOND, \_\_\_\_\_ SERIES 20\_\_

INTEREST RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP:  
% per annum                              July 1, \_\_\_\_\_                      Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:                      DOLLARS

The City of Glendale, Arizona (the "City"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on January 1 and July 1 of each year (the "Interest Payment Dates"), commencing \_\_\_\_\_. This Bond will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from its date. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor Bonds) is registered (the "registered owner" or "owner") on the Register maintained by the Bond Registrar, initially \_\_\_\_\_. Principal is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Interest Payment Date to the registered owner of this Bond (or one or more predecessor Bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar whenever monies become available for payment of the overdue interest, and notice of the special record date shall be given to registered owners not less than ten days prior thereto.

This Bond is one of an issue of like date, tenor and effect except as to maturity and interest rate, aggregating the sum of \$\_\_\_\_\_ issued to pay all or a portion of certain [Economic Development and New Job Creation Projects and 2007 Streets and Parking Facilities]

(as such terms are defined in the hereinafter defined Bond Ordinance) and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection therewith (the "Bonds"), under authority of and pursuant to the laws of the State of Arizona, particularly Title 35, Chapter 3, Article 3, Section 35-451, et seq., of the Arizona Revised Statutes (the "Act"), the Charter of the City, the requisite majority vote of the electors of the City cast at a special election held on November 2, 1999, upon the question of issuing bonds in the original principal amount of \$411,586,800 and at a special election held on May 15, 2007 upon the question of issuing bonds in the original principal amount of \$218,412,000 and Ordinance No. \_\_\_\_ New Series, passed by the Council of the City on February 23, 2016 (the "Bond Ordinance"). The Bonds are being issued concurrently with \$\_\_\_\_\_ principal amount of General Obligation Bonds \_\_\_\_\_, Series \_\_\_\_\_.

The Bonds are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Bond Registrar, by the registered owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment, signed by the registered owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Ordinance. All fees and costs associated with the exchange or transfer, including any tax or governmental charges payable in connection therewith, shall be paid by the owner requesting the exchange or the transferor, as appropriate. The City or the Bond Registrar may also require that such fees and charges be paid prior to the procedure for exchange or transfer. The City and the Bond Registrar may deem and treat the registered owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

The Bonds are subject to redemption prior to their stated maturities as follows:

\* \* \*

The Council of the City of Glendale has by ordinance ordered the creation of a special fund for the payment of principal of and interest on the bonds of the issue of which this bond is one. Payments are to be made into said fund from taxes to be levied on all taxable property in the City and the money in said fund is to be used solely to pay principal of and interest on the bonds of the issue of which this is one. Such taxes, together with other monies to be deposited in said fund (including earnings on investments made with money in said fund), are required to be sufficient to pay such principal, interest and redemption premiums, if any, when due.

Reference is made to the Bond Ordinance for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Bond Registrar and the registered owners, and the terms and conditions upon which the Bonds are issued and secured. The registered owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Ordinance.

It is hereby certified and recited that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuance of the Bonds in order to make them legal, valid and binding special obligations of the City, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; and that no statutory, charter or constitutional limitation on indebtedness has been exceeded in issuing the Bonds.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the City of Glendale, Arizona has caused this Bond to be executed in its name by the facsimile signatures of the Mayor and attested to by the facsimile signature of its City Clerk, all as of \_\_\_\_\_, 20\_\_.

CITY OF GLENDALE, ARIZONA

\_\_\_\_\_  
(facsimile)  
Mayor

ATTEST:

\_\_\_\_\_  
(facsimile)  
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Ordinance referred to above.

Date of Authentication:

\_\_\_\_\_  
as Bond Registrar

By \_\_\_\_\_  
Authorized Representative

Registrable at and Payable by:

\_\_\_\_\_  
\_\_\_\_\_



ASSIGNMENT

[Form of Assignment]

LEGAL OPINION

The following is a form of the text of the opinion rendered to the original purchaser of the Bonds by Greenberg Traurig, LLP in connection with the original issuance of the Bonds. That opinion is dated as of and premised on the transcript of proceedings examined and law in effect on the date of the original delivery of the Bonds. A signed copy is on file in my office.

(facsimile)

\_\_\_\_\_  
City Clerk

[Form of Legal Opinion]

(END OF FORM OF BOND)

Section 11. *Delivery of Bonds.* The Mayor or any Authorized Officer shall cause the Bonds to be prepared and shall have the Bonds signed, authenticated and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Purchasers upon payment of the par value thereof plus the net premium or less the discount set forth in the Bond Purchase Agreement.

Section 12. *Application of Proceeds.* The proceeds from the sale of the Bonds shall be paid into the proper fund or funds and credited to separate book accounts, and those proceeds are appropriated and shall be used in the amounts and solely for the purposes as set forth in the respective ballot question submitted to the qualified voters of the City at the aforesaid special bond elections, as determined by an Authorized Officer. The proceeds of the Bonds will be invested pursuant to State law. The City shall include in its records sufficient information to identify the proceeds, expenditures and investment income relating to each of the Tax-Exempt Bonds and the Taxable Bonds.

Section 13. *Allocation of Bonds Between 6% and 20% Debt Limits; Ratification of Prior Actions.* An Authorized Officer is hereby authorized to determine the respective allocations between the 6% and 20% debt limitations set forth and in accordance with applicable law. All prior allocations of bond proceeds to specific ballot propositions as set forth in the Whereas clauses herein and as between 6% and 20% to debt limits are hereby affirmed and ratified.

Section 14. *Security for the Bonds; Covenants.* For the purpose of paying principal of and interest on the bonds herein authorized there shall be levied on all taxable property in the City of Glendale a continuing, direct, annual ad valorem tax sufficient to produce the amounts required below; said amounts are hereby found sufficient and necessary to assure payment of the principal of and interest on said bonds as the same become due at or prior to maturity. In each year the money derived from said tax shall be paid into separate funds which are hereby created and named the "Interest Fund" and the "Redemption Fund". Such Interest Fund and Redemption

Fund shall be kept separately by the City for the equal benefit of the holders of the Bonds herein authorized and used solely for the payment of principal of and interest on such Bonds. There shall be paid into said Interest Fund and Redemption Fund the accrued interest and any premium received by the City from the Purchasers of the Bonds herein authorized plus an amount sufficient to pay all interest when due on said Bonds plus the amounts on or prior to July 1 in the years determined by an Authorized Officer.

If at the time of any annual tax levy the amount in the Interest Fund and Redemption Fund accumulated as hereinabove required shall not be sufficient to pay all principal and interest falling due on said Bonds prior to the time that taxes will become available from the next succeeding tax levy, the City shall include in such earlier tax levy such additional amount as shall produce funds sufficient to remedy any such deficiency and deposit the proceeds of said taxes into the Interest Fund and Redemption Fund. Whenever there shall be insufficient money in the Interest Fund and Redemption Fund to pay Bonds and interest thereon payable therefrom when due, the City may pay such principal and interest from any other legally available fund and shall reimburse such other fund when money becomes available from the proceeds of the taxes hereinabove required.

Section 15. *Official Statement.* The Preliminary Official Statement is approved and the distribution of the same is hereby ratified. The City Manager is authorized and directed to complete, approve and execute on behalf of the City and in his official capacity, the Official Statement, with such modifications, changes and supplements as he shall approve as being necessary or desirable for its purposes. Each Authorized Officer is further authorized to use and distribute, or authorize the use and distribution of, the final Official Statement and supplements thereto in connection with the original issuance of the Bonds as may in his or her judgment be necessary or appropriate. Each Authorized Officer is authorized to sign and deliver, on behalf of the City, such certificates in connection with the accuracy of the Preliminary Official Statement and the final Official Statement and any amendment thereto as may, in the judgment of the official executing such certificate, be necessary or appropriate.

Section 16. *Continuing Disclosure Undertaking.* The Mayor and each Authorized Officer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the City, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. *Tax Covenants.* The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Tax-Exempt Bonds in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Tax-Exempt Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

Each Authorized Officer is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Tax-Exempt Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Tax-Exempt Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Tax-Exempt Bonds, and (c) to give one or more appropriate certificates of the City for inclusion in the transcript of the proceedings for the Tax-Exempt Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Tax-Exempt Bonds.

Section 18. *Further Actions.* All actions of the officers and agents of the City which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Bonds as contemplated by this Ordinance whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. The Mayor, each Authorized Officer and the City Clerk and other appropriate officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such

documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

Section 19. *All Conditions Met.* This Council determines that all acts and conditions necessary under the Act and other applicable laws to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City, have been performed and met, or will at the time of delivery of the Bonds have been performed and met, in regular and due form as required by law; and that no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 20. *Open Meeting.* This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 21. *Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 22. *Ordinance a Contract.* This Ordinance shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk                      (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager  
o\_cm\_bond.doc

**PRELIMINARY OFFICIAL STATEMENT DATED MARCH \_\_\_\_, 2016****NEW ISSUE – BOOK-ENTRY-ONLY****RATINGS:** See “RATINGS” herein

*In the opinion of Greenberg Traurig, LLP, Bond Counsel, assuming continuing compliance with certain tax covenants and the accuracy of certain representations of the City, under existing statutes, regulations, rulings and court decisions, interest on the Tax-Exempt Bonds (as defined herein) (i) will be excludable from gross income for federal income tax purposes and (ii) will be exempt from taxation under the laws of the State of Arizona. Interest on the Tax-Exempt Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. Interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona. See “TAX MATTERS – TAX-EXEMPT BONDS - GENERAL” herein for a description of certain other federal tax consequences of ownership of the Tax-Exempt Bonds. See also “TAX MATTERS – TAX-EXEMPT BONDS - Original Issue Discount and Original Issue Premium” herein. In the opinion of Bond Counsel, interest on the Taxable Bonds (as defined herein) will be exempt from income taxation under the laws of the State of Arizona. See “CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS IN RESPECT OF THE TAXABLE BONDS” and “ERISA CONSIDERATIONS” herein.*

**\$20,080,000\***

**CITY OF GLENDALE, ARIZONA  
GENERAL OBLIGATION BONDS  
TAX-EXEMPT SERIES 2016A**

**\$10,630,000\***

**CITY OF GLENDALE, ARIZONA  
GENERAL OBLIGATION BONDS  
TAXABLE SERIES 2016B**

**Dated:** Date of Initial Delivery**Due:** July 1, as shown on the inside front cover page

The \$20,080,000\* principal amount of General Obligation Bonds, Tax-Exempt Series 2016A (the “Tax-Exempt Bonds”) and \$10,630,000\* principal amount of General Obligation Bonds, Taxable Series 2016B (the “Taxable Bonds” and together with the Tax-Exempt Bonds, the “Bonds”) will be issued by the City of Glendale, Arizona (the “City”). The Bonds will be dated the date of initial delivery. Purchases of the Bonds will be made in book-entry-only form in the book-entry-only system of The Depository Trust Company (“DTC”) only through DTC participants in the amounts of \$5,000 of principal due on any maturity date or any integral multiple thereof. Except as herein described, purchasers will not receive certificates representing their beneficial interest in the Bonds. See Appendix E – “Book-Entry-Only System.”

The Bonds will mature on the dates and in the amounts and will bear interest at the rates as set forth on the inside front cover page. Interest on the Bonds will accrue from the dated date of the Bonds and will be payable to the owners of the Bonds semiannually on January 1 and July 1 of each year, commencing on July 1, 2016\*.

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**MATURITY SCHEDULE AND ADDITIONAL INFORMATION ON INSIDE FRONT COVER PAGE**

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The Bonds are subject to optional redemption prior to their stated maturity dates on or after July 1, 20\_\_\*. See “THE BONDS – Redemption Provisions” herein.

The Bonds are being issued for the purpose of providing funds (i) to pay Project Costs (as defined herein) and (ii) to pay costs relating to the issuance of the Bonds. See “THE BONDS – Authorization and Use of Funds” and “SOURCES AND USES OF FUNDS.”

Upon their issuance, the Bonds will be direct, general obligations of the City, payable as to both principal and interest from ad valorem taxes to be levied against all taxable property within the boundaries of the City as more fully described herein, without limitation as to rate or amount. See “THE BONDS – Security and Source of Payment.”

Utilization of the book-entry-only system of DTC will affect the method and timing of payment of principal of and interest on the Bonds and the method of transfer of the Bonds. DTC will be responsible for distributing the principal and interest payments with respect to the Bonds to its direct and indirect participants who will, in turn, be responsible for distribution to the beneficial owners of the Bonds. So long as the book-entry-only system is in effect and Cede & Co., as nominee of DTC, is the registered owner of the Bonds, all references herein to owners of the Bonds (except under the headings “TAX MATTERS - TAX-EXEMPT BONDS” and “CERTAIN TAX CONSIDERATIONS IN RESPECT OF THE TAXABLE BONDS”) will refer to and be solicited from Cede & Co. and not the beneficial owners. See Appendix E – “Book-Entry-Only System.”

This cover page contains only a brief description of the Bonds and the security therefor. It is not a summary of material information with respect to the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

*The Bonds are offered when, as and if issued, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and, with respect to the Tax-Exempt Bonds tax exemption. Certain matters will be passed upon for the Underwriters by \_\_\_\_\_, Phoenix, Arizona. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about April 21, 2016.*

**[UNDERWRITER TO COME]**

April \_\_, 2016\*

**MATURITY SCHEDULES\***

**\$20,080,000\***  
**CITY OF GLENDALE, ARIZONA**  
**GENERAL OBLIGATION BONDS**  
**TAX-EXEMPT SERIES 2016A**

<b>Maturity Date (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP (a) (378280)</b>
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				

\$ \_\_\_\_\_ % Term Bond due July 1, 20\_\_ at a yield of \_\_\_\_\_% CUSIP <sup>(a)</sup>: 378280 \_\_\_\_

**\$10,630,000\***  
**CITY OF GLENDALE, ARIZONA**  
**GENERAL OBLIGATION BONDS**  
**TAXABLE SERIES 2016B**

<b>Maturity Date (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP (a) (378280)</b>
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				

\$ \_\_\_\_\_ % Term Bond due July 1, 20\_\_ at a yield of \_\_\_\_\_% CUSIP <sup>(a)</sup>: 378280 \_\_\_\_

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**CITY OF GLENDALE, ARIZONA**

**MAYOR AND COUNCIL**

Jerry Weiers – Mayor

Bart Turner – Councilmember, Barrel District	Ian Hugh – Councilmember, Cactus District
Lauren Tolmachoff – Councilmember, Cholla District	Jamie Aldama – Councilmember, Ocotillo District
Ray Malnar – Councilmember, Sahuaro District	Sammy Chavira – Councilmember, Yucca District

**CITY ADMINISTRATIVE OFFICERS**

Kevin R. Phelps, City Manager

Jennifer Campbell, Assistant City Manager

Thomas F. Duensing, CPA, Assistant City Manager

Michael Bailey, City Attorney

Pam Hanna, City Clerk

Vicki L. Rios, CPA, Interim Finance and Technology Director

**FINANCIAL ADVISOR**

RBC Capital Markets, LLC  
Phoenix, Arizona

**BOND COUNSEL**

Greenberg Traurig, LLP  
Phoenix, Arizona

**BOND REGISTRAR AND PAYING AGENT/DEPOSITORY TRUSTEE**

The Bank of New York Mellon Trust Company, N.A.  
*Los Angeles, California*

This Official Statement, which includes the cover page, the inside front cover page and the Appendices hereto, does not constitute an offering of any security other than the original offering of the Bonds identified on the inside front cover page hereof. No dealer, broker, salesperson or other person has been authorized by the City of Glendale, Arizona (the “City”), RBC Capital Markets, LLC (the “Financial Advisor”) or the underwriter identified on the cover page hereof (the “Underwriter”) to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The information contained in this Official Statement has been obtained from the City and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a promise by, any of the foregoing. The presentation of such information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. All forecasts, projections, assumptions, opinions or estimates are “forward looking statements,” which must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

The City, Financial Advisor, Underwriter, Underwriters’ counsel and Bond Counsel are not actuaries, nor have any of them performed any actuarial or other analysis of the City’s unfunded liabilities under the Arizona State Retirement System, Arizona Public Safety Personnel Retirement System or the Elected Officials Retirement Plan.

In accordance with, and as part of, their responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, the Underwriters have reviewed the information in this Official Statement, but do not guarantee the accuracy or completeness of such information. The delivery of this Official Statement shall not imply that the information herein is correct as of any time subsequent to the date hereof.

The information contained in Appendix E – “Book-Entry-Only System” has been furnished by The Depository Trust Company and no representation has been made by the City or the Underwriters, or any of their counsel or agents, as to the accuracy or completeness of such information.

A wide variety of other information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The issuance and sale of the Bonds have not been registered under the Federal Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Section 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities; nor has the issue been qualified under the Securities Act of Arizona, in reliance upon various exemptions in such Act. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The City has undertaken to provide continuing disclosure with respect to the Bonds as required by Rule 15c2-12 of the Securities and Exchange Commission. See “CONTINUING DISCLOSURE” and Appendix C – “Form of Continuing Disclosure Undertaking” herein.

In connection with this offering, the Underwriter may allow concessions or discounts from the initial public offering prices to dealers and others, and the Underwriter may overallocate or engage in transactions intended to stabilize the prices of the Bonds at levels above those which might otherwise prevail in the open market in order to facilitate their distribution. Such stabilization, if commenced, may be discontinued at any time.

The Bank of New York Mellon Trust Company, N.A., in its capacities as Paying Agent and Registrar, has not participated in the preparation of this offering memorandum and assumes no responsibility for its content.



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**\$20,080,000\***  
**CITY OF GLENDALE, ARIZONA**  
**GENERAL OBLIGATION BONDS**  
**TAX-EXEMPT SERIES 2016A**

**\$10,630,000\***  
**CITY OF GLENDALE, ARIZONA**  
**GENERAL OBLIGATION BONDS**  
**TAXABLE SERIES 2016B**

## **INTRODUCTION**

This Official Statement, including the cover page, the inside front cover page and appendices hereto, sets forth certain information concerning the offering by the City of Glendale, Arizona (the “City”) of \$20,080,000\* principal amount of General Obligation Bonds, Tax-Exempt Series 2016A (the “Tax-Exempt Bonds”) and \$10,630,000\* principal amount of General Obligation Bonds, Taxable Series 2016B (the “Taxable Bonds” and together with the Tax-Exempt Bonds, the “Bonds”), dated their date of initial delivery.

The offering of the Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Bonds. Accordingly, prospective purchasers of the Bonds should read this entire Official Statement before making their investment decision.

All financial and other information presented in this Official Statement with respect to the City has been provided by representatives of the City from its records, except for information expressly attributed to other sources. Information from other sources has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by such financial and other information, will necessarily continue or be repeated in the future.

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized.

Neither this Official Statement nor any statement that may have been made orally or in writing is to be construed as part of a contract with any original purchaser or subsequent owner of any Bond or beneficial interest therein.

Reference to provisions of State of Arizona (the “State” or “Arizona”) law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

## **THE BONDS**

### **Authorization and Use of Funds**

The Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3 of the Arizona Revised Statutes and all amendments thereto, and more specifically under the provisions of an authorizing ordinance adopted by the Mayor and the City Council on February 23, 2016 (the “Ordinance”). The Bonds are comprised of the following amounts and generally-described purposes, which constitute a portion of the bonds authorized by the voters at special bond elections held on November 2, 1999 and May 15, 2007, respectively (collectively the “Elections”).

- (i) \$ 10,630,000\* Economic Development and New Job Creation (1999 Election – Taxable Bonds)
- (ii) \$ 20,080,000\* Streets and Parking (2007 Election – Tax-Exempt Bonds)

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\* Preliminary, subject to change.

After the sale and delivery of the Bonds, the City will have \$332,129,054\* principal amount of authorized but unissued general obligation bonds remaining for various non-enterprise purposes. The City has general obligation bonds currently outstanding, and additional general obligation bonds may be authorized at future special bond elections.

Proceeds from the sale of the Bonds will be used by the City to provide funding for (collectively, “Project Costs”): (i) Acquisition of land, constructing, reconstructing, or improving local streets and parking within the City; and (ii) acquisition of land to promote new private sector job creation through development and redevelopment to be used for public/private partnerships or constructing infrastructure for future business parks in accordance with the authority granted at the Elections.

Proceeds from the sale of the Bonds may also be used to pay the costs incurred in issuing the Bonds.

### **General Description**

The Bonds will be dated the date of their initial authentication and delivery, and will be issued only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”) in the book-entry-only form as described in Appendix E – “Book-Entry-Only System.” Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in amounts of \$5,000 of principal due on any maturity date or any integral multiple thereof. See Appendix E – “Book-Entry-Only System.” The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. The Bonds will bear interest from their date of initial delivery, to their stated maturity dates at the rates shown on the inside front cover page hereof, and interest will be paid semiannually on January 1 and July 1 of each year, commencing July 1, 2016\*.

See “TAX MATTERS - TAX-EXEMPT BONDS” and “CERTAIN CONSIDERATIONS IN RESPECT OF THE TAXABLE BONDS” for a discussion of the treatment of the interest on the Bonds for federal income tax purposes.

The Bank of New York Trust Company, N.A. (the “Bond Registrar and Paying Agent”) will serve as the initial Bond Registrar and Paying Agent for the Bonds. The Bond Registrar and Paying Agent may be replaced by the City without the consent of or notice to the owners of the Bonds.

### **Security and Source of Payment**

The Bonds will be direct, general obligations of the City, payable as to both principal and interest from ad valorem taxes to be levied against all taxable property within the City, without limitation as to rate or amount.

### **Redemption Provisions\***

*Redemption of Tax-Exempt Bonds.* The Tax-Exempt Bonds maturing before or on July 1, 20\_\_ are not subject to call for redemption prior to maturity. The Tax-Exempt Bonds maturing on or after July 1, 20\_\_ are subject to call for redemption prior to their stated maturity dates, at the option of the City, in whole or in part, on any date on or after July 1, 20\_\_, by the payment of a redemption price equal to the principal amount of each Tax-Exempt Bond called for redemption plus accrued interest to the date set for redemption, but without premium.

Notice of redemption of any Tax-Exempt Bond will be provided to DTC no fewer than thirty (30) and no more than sixty (60) days prior to the date set for redemption. See Appendix E – “Book-Entry-Only System.” Notice of redemption of any Tax-Exempt Bond will also be provided to the Municipal Securities Rulemaking Board (the “MSRB”) through the MSRB’s Electronic Municipal Market Access system (“EMMA”), no fewer than thirty (30) and no more than sixty (60) days prior to the redemption date, in the manner required by the MSRB.

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\* Preliminary, subject to change.

*Make-Whole Optional Redemption of Taxable Bonds.* All of the Taxable Bonds are subject to optional redemption on any date prior to their stated payment dates, at the direction of the City, in whole or in part, from stated maturity dates selected by the City, at a redemption price equal to the greater of:

- (1) 100% of the principal amount of the Taxable Bonds to be redeemed; or
- (2) the sum of the present values of the remaining scheduled payments of principal and interest to the stated maturity date of such Taxable Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Taxable Bonds are to be redeemed, discounted to the date on which such Taxable Bonds are to be redeemed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (hereinafter defined) plus [25] basis points; plus, in either case, accrued interest on such Taxable Bonds to be redeemed to the redemption date.

“Treasury Rate” means, as of the redemption date, the yield to maturity as of such redemption date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519), that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the stated payment date; provided, however, that if the period from the redemption date to the stated payment date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

*Calculation of Redemption Price.* At the request of the City or the Bond Registrar and Paying Agent, the redemption price of the Taxable Bonds to be redeemed at the option of the City will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the City at the City’s expense to calculate such redemption price. The City and the Bond Registrar and Paying Agent may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance and such redemption price shall be conclusive and binding on the owners of the Taxable Bonds.

### **Notice and Procedures for Redemption**

*Selection of Tax-Exempt Bonds to be Redeemed.* For purposes of any redemption of less than all Tax-Exempt Bonds of a single stated maturity and subject to the provisions described in Appendix E - “Book-Entry-Only System,” the particular Tax-Exempt Bonds to be redeemed will be selected randomly by the Bond Registrar and Paying Agent by such method of lottery as the Bond Registrar and Paying Agent deems fair and appropriate.

*Selection of Taxable Bonds to be Redeemed.* For purposes of any redemption of less than all Taxable Bonds of a single stated maturity date, so long as the Taxable Bonds are registered in book-entry-only form and so long as DTC or a successor securities depository is the sole registered owner of such Taxable Bonds, the particular Taxable Bonds or portions thereof to be redeemed shall be allocated on a *pro rata pass-through distribution of principal* basis in accordance with DTC procedures, provided that, so long as the Taxable Bonds are held in book-entry form, the selection for redemption of such Taxable Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a *pro rata pass-through distribution of principal* basis, the Taxable Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

The City intends that redemption allocations made by DTC be made on a *pro rata pass-through distribution of principal* basis as described above. However, neither the City nor the Underwriters can provide any assurance that DTC, DTC’s direct and indirect participants or any other intermediary will allocate the redemption of Taxable Bonds on such basis.

If the Taxable Bonds are no longer registered in book-entry-only form, each Beneficial Owner of Taxable Bonds will receive an amount of Taxable Bonds equal to the original face amount then beneficially held by that Beneficial Owner, registered in such Owner’s name. Thereafter, any redemption of less than all of the Taxable

Bonds of any stated payment date will continue to be paid to the registered Owners of such Taxable Bonds on a pro-rata basis, based on the portion of the original face amount of any such Taxable Bonds to be redeemed.

In connection with any redemption of principal, including payments of scheduled mandatory sinking fund payments on Taxable Bonds, the Bond Registrar and Paying Agent will direct DTC to make a pass-through distribution of principal to the Beneficial Owners of the Taxable Bonds. A Pro Rata Pass-Through Distribution of Principal table is included as Appendix F to this Official Statement and reflects the current schedule of mandatory sinking fund redemptions applicable to the Taxable Bonds and the factors applicable to such redemption amounts and remaining balances, which is subject to change upon certain optional redemption. See Appendix F - "Principal Paydown Factor Table---Pro Rata Pass- Through Distribution of Principal."

For purposes of calculation of the "pro rata pass-through distribution of principal," "pro rata" means, for any amount of principal to be paid, the application of a fraction to each denomination of the respective Taxable Bonds where (a) the numerator of which is equal to the amount due to the respective Owners on a payment date, and (b) the denominator of which is equal to the total original par amount of the respective Taxable Bonds.

*Notice of Redemption.* The Bond Registrar and Paying Agent will cause notice of such redemption to be given to the registered Owner of any Bonds designated for redemption (so long as the book-entry-only system is in effect, only Cede & Co.), at the address last appearing upon the bond register by mailing a copy of the redemption notice by first-class mail, express delivery service or other means which may evidence receipt, not less than thirty (30) days prior to the redemption date. No defect affecting any Bonds, whether in the notice of redemption or the delivery thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Bonds.

Notice having been properly given, the Bonds, as applicable, shall become due and payable on the redemption date so designated and, upon presentation and surrender thereof at the place specified in the redemption notice, the redemption price of such Bonds shall be paid. If on the redemption date sufficient moneys are held by the Bond Registrar and Paying Agent to pay the Redemption price, then and after the redemption date interest on the Bonds, as applicable, shall cease to accrue.

A notice of optional redemption may contain a statement that the redemption is conditional upon receipt by the Bond Registrar and Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

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## **BOND INSURANCE AND RELATED RISK FACTORS**

The City has applied with various companies for a bond insurance policy (the “Policy”) to guarantee the scheduled payment of principal and interest with respect to the Bonds. The Bonds may or may not be issued with bond insurance and the decision whether to use bond insurance on all or a portion of the Bonds, and with which bond insurance company (the “Insurer”), will be subject to market conditions at the time of pricing of the Bonds.

If the Policy is obtained, there are certain risk factors related to any applicable bond insurance policy. In the event of default in the payment of principal or interest with respect to all or a portion of the Bonds when due, any owner of the Bonds will have a claim under the Policy for such payments.

The Insurer may direct, and must consent to, any remedies that are exercised and the Insurer’s consent may be required in connection with amendments to the Ordinance.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will be payable solely from the moneys received by the Bond Registrar and Paying Agent pursuant to the Ordinance. In the event the Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price or the marketability (liquidity) of the Bonds. See “RATINGS” herein.

If insured, the Bonds would be general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

None of the City, Bond Counsel, the Financial Advisor (as defined herein), the Underwriter (as defined herein) or Underwriter’s Counsel will make any independent investigation of the claims paying ability of the Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal and interest with respect to the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment.

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## SOURCES AND USES OF FUNDS

**Sources:**

	<b>Tax-Exempt Bonds</b>	<b>Taxable Bonds</b>
Principal Amount of the Bonds	\$	\$
Net Original Issue Premium/(Discount)		
Total	\$	\$

**Uses:**

Payment of Project Costs	\$	\$
Deposit to Interest Account (a)		
Payment of Issuance Expenses (including Underwriters' discount)		
Total	\$	\$

(a) Reflects a portion of the premium from the sale of the Bonds that Arizona law requires be applied to pay interest on the Bonds.

### LITIGATION

The City is contingently liable in respect to lawsuits and other claims incidental to the ordinary course of its operations. The City Attorney has advised City management of the nature and extent of pending or threatened claims against the City. In the opinion of the City management, such matters will not, either alone or in the aggregate, have a materially adverse effect on the City's financial position or its ability to comply with the requirements of the Ordinance, including making timely payments of principal and interest on the Bonds.

To the knowledge of the City Attorney, no litigation or administrative action or proceeding is pending restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of ad valorem taxes to pay the debt service on the Bonds, contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Authorized representatives of the City will deliver a certificate to that effect at the time of the original delivery of the Bonds.

### LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax-exempt status of the Tax-Exempt Bonds will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel. The forms of these opinions are included as Appendix B hereto.

While Bond Counsel has participated in the preparation of portions of this Official Statement, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Bonds that may be prepared or made available by the City or others to the bidders for or holders of the Bonds or others.

Certain legal matters will be passed upon for the Underwriter by \_\_\_\_\_.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material effect on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## **TAX MATTERS – TAX-EXEMPT BONDS**

### **General**

The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the City must continue to meet after the issuance of the Tax-Exempt Bonds in order that interest thereon be and remain excludable from gross income of the holders thereof for federal income tax purposes. The City’s failure to meet these requirements may cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Tax-Exempt Bonds. The City has covenanted to take the actions required by the Code in order to maintain the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds and not to take any actions that would adversely affect that excludability.

In the opinion of Bond Counsel, assuming continuing compliance by the City with the tax covenants referred to above and the accuracy of certain representations of the City, under existing statutes, regulations, rulings and court decisions, interest on the Tax-Exempt Bonds will be excludable from gross income for federal income tax purposes. Interest on the Tax-Exempt Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Tax-Exempt Bonds will be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is further of the opinion that interest on the Tax-Exempt Bonds will be exempt from income taxation under the laws of the State of Arizona.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of interest on the Tax-Exempt Bonds or the ownership or disposition of the Tax-Exempt Bonds. Prospective purchasers of Tax-Exempt Bonds should be aware that the ownership of Tax-Exempt Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Tax-Exempt Bonds or, in the case of a financial institution, that portion of the owner’s interest expense allocable to interest on the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Tax-Exempt Bonds, (iii) the inclusion of interest on the Tax-Exempt Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of interest on the Tax-Exempt Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, and (v) recipients of certain Social Security and Railroad Retirement benefits being required to take into account receipts and accrual of interest on the Tax-Exempt Bonds in determining whether a portion of such benefits are included in gross income for federal income tax purposes.

From time to time, there are legislative proposals in Congress which, if enacted, could alter or amend one or more of the federal income tax matters referred to herein or adversely affect the market value of the Tax-Exempt Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Tax-Exempt Bonds), executed and delivered prior to enactment.



The discussion of tax matters in this Official Statement applies only in the case of purchasers of the Tax-Exempt Bonds at their original issuance and at the respective prices indicated on the inside front cover page of this Official Statement. It does not address any other tax consequences, such as, among others, the consequence of the existence of any market discount to subsequent purchasers of the Tax-Exempt Bonds. Purchasers of the Tax-Exempt Bonds should consult their own tax advisers regarding their particular tax status or other tax considerations resulting from ownership of the Tax-Exempt Bonds.

### **Information Reporting and Backup Withholding**

Interest paid on tax-exempt obligations such as the Tax-Exempt Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Tax-Exempt Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Tax-Exempt Bonds and proceeds from the sale of Tax-Exempt Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Tax-Exempt Bonds. This withholding generally applies if the owner of Tax-Exempt Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Tax-Exempt Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Original Issue Discount and Original Issue Premium**

Certain of the Tax-Exempt Bonds, as indicated on the inside front cover page of this Official Statement (“Tax-Exempt Discount Bonds”), were offered and will be sold to the public at an original issue discount (“Original Issue Discount”). Original Issue Discount is the excess of the stated redemption price at maturity (the principal amount) over the “issue price” of a Tax-Exempt Discount Bond. The issue price of a Tax-Exempt Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Tax-Exempt Discount Bonds of the same maturity will be sold pursuant to that offering. For federal income tax purposes, Original Issue Discount accrues to the owner of a Tax-Exempt Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of Original Issue Discount that accrues during the period of ownership of a Tax-Exempt Discount Bond (i) will be interest excludable from the owner’s gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as interest on the Tax-Exempt Bonds, and (ii) will be added to the owner’s tax basis for purposes of determining gain or loss on the maturity, prior sale or other disposition of that Tax-Exempt Discount Bond. A purchaser of a Tax-Exempt Discount Bond in the initial public offering at the price for that Tax-Exempt Discount Bond stated on the inside front cover of this Official Statement who holds that Tax-Exempt Discount Bond to maturity will realize no gain or loss upon the retirement of that Tax-Exempt Discount Bond.

Certain of the Tax-Exempt Bonds, as indicated on the inside front cover page of this Official Statement (the “Tax-Exempt Premium Bonds”), were offered and will be sold to the public at a price in excess of their stated redemption price at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to the maturity of a Tax-Exempt Premium Bond, based on the yield to the maturity date of that Tax-Exempt Premium Bond, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Tax-Exempt Premium Bond. For purposes of determining the owner’s gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Tax-Exempt Premium Bond, the owner’s tax basis in the Tax-Exempt Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Tax-Exempt Premium Bond for an amount equal to or less than the amount paid by the owner for that Tax-Exempt

Premium Bond. A purchaser of a Tax-Exempt Premium Bond in the initial public offering at the price for that Tax-Exempt Premium Bond stated on the inside front cover of this Official Statement who holds that Tax-Exempt Premium Bond to maturity will realize no gain or loss upon the retirement of that Tax-Exempt Premium Bond.

Owners of Tax-Exempt Discount Bonds and Tax-Exempt Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of Original Issue Discount or bond premium properly accruable in any period with respect to the Tax-Exempt Discount Bond or Tax-Exempt Premium Bond and as to other federal tax consequences, and the treatment of Original Issue Discount and bond premium for purposes of state and local taxes on, or based on, income.

## **CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS IN RESPECT OF THE TAXABLE BONDS**

### **General**

In the opinion of Bond Counsel, interest on the Taxable Bonds (the “Taxable Interest Portion”) is exempt from taxation under the laws of the State of Arizona. Bond Counsel expresses no opinion regarding the excludability of the Taxable Interest Portion from gross income for federal income tax purposes.

The following discussion summarizes certain U.S. federal tax considerations generally applicable to holders of the Taxable Bonds. The discussion below is based upon current provisions of the Code, current final, temporary and proposed Treasury regulations, judicial authority and current administrative rulings and pronouncements of the IRS. There can be no assurance that the IRS will not take a contrary view, and no ruling from the IRS has been, or is expected to be, sought on the issues discussed herein. Legislative, judicial, or administrative changes or interpretations may occur that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences discussed below.

The summary is not a complete analysis or description of all potential U.S. federal tax considerations that may be relevant to, or of the actual tax effect that any of the matters described herein will have on, particular holders of Taxable Bonds and does not address U.S. federal gift or (for U.S. Holders) estate tax consequences or alternative minimum, foreign, state, local or other tax consequences. This summary does not purport to address special classes of taxpayers (such as S corporations, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, grantor trusts, former citizens of the United States, broker-dealers, traders in securities and tax-exempt organizations) that are subject to special treatment under the federal income tax laws, or persons that hold Taxable Bonds that are a hedge against, or that are hedged against, currency risk or that are part of a hedge, straddle, conversion or other integrated transaction, or persons whose functional currency is not the U.S. dollar. This summary also does not address the tax consequences to an owner of Taxable Bonds held through a partnership or other pass-through entity treated as a partnership for U.S. federal income tax purposes. In addition, this discussion is limited to persons purchasing the Taxable Bonds for cash in this offering at their “issue price” within the meaning of Section 1273 of the Code (i.e., the first price at which a substantial amount of Taxable Bonds are sold to the public for cash), and it does not address the tax consequences to holders that purchase the Taxable Bonds after their original execution and delivery. This discussion assumes that the Taxable Bonds will be held as capital assets within the meaning of Section 1221 of the Code.

As used herein, the term “U.S. Holder” means a beneficial owner of Taxable Bonds that is (i) an individual citizen or resident of the United States for U.S. federal income tax purposes, (ii) a corporation (or other entity classified as a corporation for U.S. federal tax purposes) created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source, or (iv) a trust if (a) a U.S. court can exercise primary supervision over the administration of such trust and one or more United States persons (within the meaning of the Code) has the authority to control all of the substantial decisions of such trust or (b) the trust has made a valid election under applicable Treasury regulations to be treated as a United States person (within the meaning of the

Code). As used herein, the term “Non-U.S. Holder” means a beneficial owner of Taxable Bonds that is not a U.S. Holder.

BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, PROSPECTIVE HOLDERS OF THE TAXABLE BONDS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THEIR PARTICULAR TAX SITUATIONS AND AS TO ANY FEDERAL, FOREIGN, STATE, LOCAL OR OTHER TAX CONSIDERATIONS (INCLUDING ANY POSSIBLE CHANGES IN TAX LAW) AFFECTING THE PURCHASE, HOLDING AND DISPOSITION OF THE TAXABLE BONDS.

### **Certain U.S. Federal Income Tax Consequences to U.S. Holders**

This section describes certain U.S. federal income tax consequences to U.S. Holders. Non-U.S. Holders should see the discussion under the heading “Certain Federal Income Tax Consequences to Non-U.S. Holders” below for a discussion of certain tax consequences applicable to them.

*Interest.* The Taxable Interest Portion will generally be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes.

It is expected that the Taxable Bonds will not be treated as issued with original issue discount (“OID”) for U.S. federal income tax purposes because the stated Make-Whole Prepayment Price at the stated payment date of the Taxable Bonds will not exceed their issue price, or because any such excess should only be a *de minimis* amount (as determined for tax purposes). *De minimis* OID is included in the income of a U.S. Holder as stated principal payments are made, and is treated as an amount received in retirement of a Taxable Bond. If, contrary to expectation, the Taxable Bonds are issued at a discount that gives rise to OID, a U.S. Holder may be required to include such OID in gross income (as interest) as it accrues, regardless of its regular method of accounting for U.S. federal income tax purposes, using a constant yield method, before such U.S. Holder receives any payment attributable to such income. The remainder of this discussion assumes that the notes are not issued with more than *de minimis* OID.

*Disposition of the Taxable Bonds.* Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption (including pursuant to an offer by the City) or other disposition of a Taxable Bond, will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of Taxable Bonds will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Taxable Bonds which will be taxed in the manner described above under “Interest”) and (ii) the U.S. Holder’s adjusted tax basis in the Taxable Bonds (which generally will equal the amount paid for the Taxable Bonds by such U.S. Holder ). Any such gain or loss generally will be long-term capital gain or loss, provided the Taxable Bonds have been held for more than one year at the time of the disposition. Net long-term capital gain recognized by an individual U.S. Holder generally will be subject to tax at a lower rate than net short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations.

*Additional Tax on Net Investment Income.* For taxable years beginning after December 31, 2012, an additional 3.8% tax is imposed on the “net investment income” of certain U.S. citizens and residents, and on the undistributed “net investment income” of certain estates and trusts. Among other items, “net investment income” generally includes gross income from interest and certain net gain from the sale, exchange, redemption or other taxable disposition of a debt instrument that produces interest, less certain deductions. U.S. Holders should consult their own tax advisors with respect to this additional tax.

*Information Reporting and Backup Withholding.* The Bond Registrar and Paying Agent (the “payor”) must report annually to the IRS and to each U.S. Holder any interest that is payable to the U.S. Holder, subject to certain exceptions. Under Section 3406 of the Code and applicable Treasury Regulations, a non-corporate U.S. Holder of the Taxable Bonds may be subject to backup withholding at a rate of 28% with respect to “reportable payments,” which include interest paid on the Taxable Bonds and the gross proceeds of a sale, exchange, redemption or retirement of the Taxable Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i)

the payee fails to furnish a taxpayer identification number (“TIN”) to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a “notified payee underreporting” described in Section 3406(c) of the Code or (iv) there has been a failure of the payee to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules do not constitute an additional tax and will be credited against the U.S. Holder’s federal income tax liabilities (and possibly result in a refund), so long as the required information is timely provided to the IRS.

### **Certain U.S. Federal Income and Estate Tax Consequences to Non-U.S. Holders**

This section describes certain U.S. federal income and estate tax consequences to Non-U.S. Holders.

*Interest.* If, under the Code, the Taxable Interest Portion is “effectively connected with the conduct of a trade or business within the United States” by a Non-U.S. Holder, such interest will be subject to U.S. federal income tax in a similar manner as if the Taxable Bonds were held by a U.S. Holder, as described above, and in the case of Non-U.S. Holders that are corporations may be subject to U.S. branch profits tax at a rate of up to 30%, unless an applicable tax treaty provides otherwise. Such Non-U.S. Holder will not be subject to withholding taxes, however, if it provides a properly executed Form W-8ECI to the payor.

The Taxable Interest Portion paid with respect to Taxable Bonds held by other Non-U.S. Holders may be subject to withholding taxes of up to 30% of each payment made to the Non-U.S. Holders unless the “portfolio interest” exemption applies, or, as discussed below, such withholding taxes are eliminated by an applicable treaty. In general, the Taxable Interest Portion paid to a Non-U.S. Holder may qualify for the portfolio interest exemption, and thus will not be subject to U.S. federal withholding tax, if (1) such Non-U.S. Holder is not a “controlled foreign corporation” (within the meaning of Section 957 of the Code) related, directly or indirectly, to the City; (2) the Non-U.S. Holder is not a bank receiving interest on an extension of credit made in the ordinary course of its trade or business described in Section 881(c)(3)(A) of the Code; (3) the interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States under Section 871(b) or Section 882 of the Code; (4) the Non-U.S. Holder is not an individual who ceased being a U.S. citizen or long-term resident of the United States for tax avoidance purposes to which Section 877 of the Code applies; and (5) either (A) the payor receives from the Non-U.S. Holder who is the beneficial owner of the bond a statement signed by such person under penalties of perjury, on IRS Form W-8BEN or W-8BEN-E (or successor form), certifying that such owner is not a U.S. Holder and providing such owner’s name and address or (B) a securities clearing organization, bank or other financial institution that holds the Taxable Bonds on behalf of such Non-U.S. Holder in the ordinary course of its trade or business certifies to the payor, under penalties of perjury, that such an IRS Form W-8BEN or W-8BEN-E (or a successor form) has been received from the beneficial owner by it and furnishes the payor with a copy thereof. Alternative methods may be applicable for satisfying the certification requirement described above. Foreign trusts and their beneficiaries are subject to special rules, and such persons should consult their own tax advisors regarding the certification requirements.

If a Non-U.S. Holder does not claim, or does not qualify for, the benefit of the portfolio interest exemption, the Non-U.S. Holder may be subject to a 30% withholding tax on Taxable Interest Portion payments. However, the Non-U.S. Holder may be able to claim the benefit of an exemption from or reduced withholding tax rate under an applicable income tax treaty between the Non-U.S. Holder’s country of residence and the U.S. Non-U.S. Holders are urged to consult their own tax advisors regarding their eligibility for treaty benefits. The required information for claiming treaty benefits is generally submitted on Form W-8BEN or W-8BEN-E. In addition, a Non-U.S. Holder may under certain circumstances be required to obtain a U.S. taxpayer identification number.

In addition to the rules relating to U.S. taxation of interest, Sections 1471 through 1474 of the Code (“FATCA”) generally will impose withholding at a rate of 30% on any payments on the Taxable Bonds made to a foreign financial institution or non-financial foreign entity (including, in some cases, when such foreign financial institution or entity is acting as an intermediary), and on the gross proceeds of the sale or other disposition of the Taxable Bonds, unless (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt

holders of such institution, as well as certain account holders that are foreign entities with U.S. owners); (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any substantial U.S. owners or provides the withholding agent with a certification identifying the direct and indirect substantial U.S. owners of the entity; (iii) the foreign financial institution or non-financial foreign entity complies with any requirements imposed pursuant to an intergovernmental agreement between the U.S. government and the government of a foreign country applicable to such foreign financial institution or non-financial foreign entity; or (iv) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. Under certain circumstances, a Non-U.S. Holder might be eligible for refunds or credits of such taxes.

For the purpose of the preceding paragraphs, a “foreign financial institution” generally is a non-U.S. entity that (i) accepts deposits in the ordinary course of a banking or similar business, (ii) as a substantial portion of its business, holds financial assets for the account of others, (iii) is engaged (or holds itself out as being engaged) primarily in the business of investing, reinvesting, or trading in securities, partnership interests or commodities, or interests in securities, partnership interests, commodities or certain other financial instruments, or (iv) is an insurance company that meets certain requirements. However, if an entity is located in a country that has entered into an IGA, the types of entities that are subject to the obligations imposed on foreign financial institutions may differ somewhat from those described in this paragraph.

Under certain Treasury Regulations, debt securities that were outstanding on or before January 1, 2014 are grandfathered from the application of the above withholding rules. For those that are not grandfathered (which would include the Taxable Bonds), withholding will only apply to payments of the Taxable Interest Portion made on or after July 1, 2014 and to payments of gross proceeds from a sale or other disposition of the Taxable Bonds made on or after January 1, 2017. Holders of the Taxable Bonds are encouraged to consult with their own tax advisors regarding the possible implications of this legislation on an investment in the Taxable Bonds.

*Disposition of the Taxable Bonds.* Except to the extent provided by FATCA (discussed in the second preceding paragraph above), a Non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on gain recognized on a sale, exchange, redemption or other disposition of a Taxable Bond. (Such gain does not include proceeds attributable to accrued but unpaid interest with respect to the Taxable Bonds, which will be treated as interest). A Non-U.S. Holder may, however, be subject to U.S. federal income tax on such gain if: (1) the Non-U.S. Holder is a nonresident alien individual who was present in the United States for 183 days or more in the taxable year of the disposition; or (2) the gain is effectively connected with the conduct of a U.S. trade or business, as provided by applicable U.S. tax rules (in which case the U.S. branch profits tax may also apply), unless an applicable tax treaty provides otherwise.

*Information Reporting and Backup Withholding.* The payor must report annually to the IRS and to each Non-U.S. Holder any interest that is subject to U.S. withholding taxes or that is exempt from U.S. withholding taxes pursuant to an income tax treaty or certain provisions of the Code. Copies of these information returns may also be made available under the provisions of a specific tax treaty or agreement with the tax authorities of the country in which the Non-U.S. Holder resides.

A Non-U.S. Holder generally will not be subject to backup withholding with respect to payments of interest on the Taxable Bonds as long as the Non-U.S. Holder (i) has furnished to the payor a valid IRS Form W-8BEN or W-8BEN-E certifying, under penalties of perjury, its status as a non-U.S. person, (ii) has furnished to the payor other documentation upon which it may rely to treat the payments as made to a non-U.S. person in accordance with Treasury regulations, or (iii) otherwise establishes an exemption. A Non-U.S. Holder may be subject to information reporting and/or backup withholding on a sale of the Taxable Bonds through the United States office of a broker and may be subject to information reporting (but generally not backup withholding) on a sale of the Taxable Bonds through a foreign office of a broker that has certain connections to the United States, unless the Non-U.S. Holder provides the certification described above or otherwise establishes an exemption. Non-U.S. Holders should consult their own tax advisors regarding their qualification for exemption from backup withholding and the procedure for obtaining such an exemption.

Amounts withheld under the backup withholding rules may be refunded or credited against the Non-U.S. Holder's U.S. federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

*U.S. Federal Estate Tax.* A Taxable Bond held or beneficially owned by an individual who, for estate tax purposes, is not a citizen or resident of the United States at the time of death will not be includable in the decedent's gross estate for U.S. estate tax purposes, unless (1) at the time of such individual's death, payments in respect of the Taxable Bonds would have been effectively connected with the conduct by such individual of a U.S. trade or business, or (2) the Non-U.S. Holder was an individual who ceased being a U.S. citizen or long-term resident of the United States for tax avoidance purposes to which Section 877 of the Code applies. In addition, the U.S. estate tax may not apply with respect to such Taxable Bonds under the terms of an applicable estate tax treaty.

THE FOREGOING SUMMARY IS INCLUDED HEREIN FOR GENERAL INFORMATION ONLY AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF TAXABLE BONDS IN LIGHT OF THE HOLDER'S PARTICULAR CIRCUMSTANCES AND INCOME TAX SITUATION. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO ANY TAX CONSEQUENCES TO THEM FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAXABLE BONDS, INCLUDING THE APPLICATION AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS.

## **ERISA CONSIDERATIONS**

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA ("ERISA Plans"). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein ("Qualified Retirement Plans"), and on Individual Retirement Accounts ("IRAs") described in Section 408(b) of the Code (collectively, "Tax-Favored Plans"). Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Additionally, such governmental and non-electing church plans are not subject to the requirements of Section 4975 of the Code. Accordingly, assets of such plans may be invested in the Taxable Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of applicable federal and state law.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan's investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, "Benefit Plans") and persons who have certain specified relationships to the Benefit Plans ("Parties In Interest" or "Disqualified Persons"), unless a statutory or administrative exemption is available. The definitions of "Party in Interest" and "Disqualified Person" are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; and (3) an employer or employee organization any of whose employees or members are covered by the plan. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available.

Certain transactions involving the purchase, holding or transfer of the Taxable Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of the Institution were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the "Plan Assets Regulation"), the assets of the Institution would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 of the Code only if the Benefit Plan acquires an "equity interest" in the Institution and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is

defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there can be no assurances in this regard, it appears that the Taxable Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation.

However without regard to whether the Taxable Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Taxable Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if the City or the Bond Registrar and Paying Agent, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Taxable Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Taxable Bond. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by certain “in-house asset managers”; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts”; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of when is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Taxable Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

Any ERISA Plan fiduciary considering whether to purchase the Taxable Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such in investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of any similar state or federal law.

## **RATINGS**

Standard & Poor’s Financial Services LLC (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”) have assigned the ratings of “[BBB+]” and “A2”, respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: S&P, 55 Water Street, New York, New York 10041; and Moody’s, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it, some of which may not have been included in this Official Statement, and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

## **FINANCIAL ADVISOR**

RBC Capital Markets, LLC is employed as the Financial Advisor to the City in connection with the issuance of the Bonds. The fees of the Financial Advisor are contingent upon the issuance, sale and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification and does not guarantee the accuracy, completeness, or fairness of the information in this Official Statement.

## **UNDERWRITING**

\_\_\_\_\_ (the “Underwriter”) has agreed to purchase the Bonds, subject to certain conditions, at a purchase price of \$\_\_\_\_\_. If the Bonds are sold to produce the yields shown on the inside front cover page hereof, the Underwriters’ compensation will be \$\_\_\_\_\_. The Bonds may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriters’ obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Bonds if any of the Bonds are purchased.

## **CONTINUING DISCLOSURE**

The City will covenant for the benefit of the beneficial owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2017 (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The Annual Reports and the Notices of Listed Events will be filed by the City with the Electronic Municipal Market Access (“EMMA”) system of the Municipal Securities Rulemaking Board (the “MSRB”). The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is set forth in Appendix C - “Form of Continuing Disclosure Undertaking”, attached hereto. These covenants have been made in order to assist the Underwriters in complying with S.E.C. Rule 15c2-12(b)(5) (the “Rule”). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability, liquidity, market price and marketability of the Bonds.

The City previously entered into continuing disclosure undertakings with respect to certain previously issued Senior Lien Excise Tax Obligations, Subordinate Lien Excise Tax Obligations, Third Lien Excise Tax Bonds, General Obligation Bonds, Senior Lien Water and Sewer Obligations, Subordinate Lien Water and Sewer Obligations, and Street and Highway User Revenue Bonds, which require the filing on or before February 1 of each year of Annual Reports consisting of audited financial statements (“Audited Financial Statements”) and annual updates with respect to certain financial information and operating data related to the City (“Annual Financial Information”). During the previous five years, while the City has generally filed the majority of the information in its Annual Reports on a timely basis, the following filings were not made timely:

1. Annual Financial Information and Audited Financial Statements for the fiscal year ended June 30, 2011, due February 1, 2012, were not filed properly by CUSIP for the Subordinate Lien Excise Tax Obligations: Series 14 (2002) and Series 16 (2003).

The City filed Audited Financial Statements and Annual Financial Information listed above on or prior to November 27, 2012 through EMMA. In addition to its Annual Report filings as noted above, proper notice of a January 17, 2013 downgrade of Assured Guaranty Municipal Corp. by Moody’s Investors Service was not filed properly by CUSIP for the Senior Excise Tax Bonds, Series 2008A. As the rating of Assured Guaranty Municipal Corp. is readily available through many publicly available resources, the City does not intend to provide any further filing in this regard.

In addition, the City has established procedures that it has employed, and intends to continue to employ, to make timely filings of the City’s Annual Reports and Notices of Listed Events.

## **FINANCIAL STATEMENTS**

The financial statements of the City as of June 30, 2015 and for its fiscal year then ended, which are included as Appendix D – “Audited Financial Statements of the City of Glendale, Arizona for the Fiscal Year Ended June 30, 2015” hereto, have been audited by Clifton Larson Allen LLP, as stated in their opinion which appears in Appendix D. The City neither requested nor obtained the consent of Clifton Larson Allen LLP to include their



report and Clifton Larson Allen LLP has performed no procedures subsequent to rendering their opinion on the financial statements.

### **ADDITIONAL INFORMATION**

Additional information and copies of the Official Statement and the Ordinance may be obtained by contacting the Financial Advisor, RBC Capital Markets, LLC, 2398 East Camelback Road, Suite 700, Phoenix, Arizona 85016, or by contacting Ms. Vicki L. Rios, Interim Finance and Technology Director, 5850 West Glendale Avenue, Glendale, Arizona 85301.

### **CONCLUDING STATEMENT**

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

By: \_\_\_\_\_  
City Manager

**CITY OF GLENDALE, ARIZONA  
GENERAL AND FINANCIAL INFORMATION**

**General**

The City of Glendale, Arizona (the “City” or “Glendale”) is the fifth largest city by population in the State of Arizona and is located in the northwest portion of the Phoenix metropolitan area. The City is one of eight major cities comprising the greater Phoenix metropolitan area, which is Arizona’s economic, political, and population center.

Founded in 1892 and incorporated in 1910, the City has an estimated 2015 population of 234,766. The following table illustrates Glendale’s growth expressed by population statistics for the City along with the population statistics for Maricopa County, Arizona (the “County”) and the State of Arizona, (the “State” or “Arizona”) respectively.

**Population Statistics**

<u>Year</u>	<u>City of Glendale</u>	<u>Maricopa County</u>	<u>State of Arizona</u>
2015 Estimate (a)	234,766	4,076,438	6,758,251
2010 Census	226,721	3,817,117	6,392,017
2005 Special Census	242,369	3,700,516	6,044,985
2000 Census	218,812	3,072,149	5,130,632
1995 Special Census	172,684	2,355,900	4,307,150
1990 Census	148,134	2,122,101	3,665,305
1985 Special Census	122,392	1,829,500	3,187,000
1980 Census	97,172	1,509,262	2,716,333
1970 Census	36,228	971,228	1,775,399

(a) Population estimates as of July 1, 2015 (released December 2015) provided by the Office of Employment and Population Statistics, Arizona Department of Administration.

Source: U.S. Census Bureau; City Planning Department.

Along with population growth, the City has also grown in terms of land area as evidenced by the following table which illustrates the City’s square mile statistics.

**Square Mile Statistics  
City of Glendale, Arizona**

<u>Year</u>	<u>Square Miles</u>
2014	59.98
2010	59.02
2000	54.60
1990	50.09
1980	39.94
1970	16.83
1960	3.80

Source: City Planning Department.

**Municipal Government and Organization**

The City operates under and is governed by the Council-Manager form of government, in accordance with its Charter. In addition, under the Arizona Constitution, the City may exercise all powers of local self-government to the extent it is not in conflict with applicable general laws. The City is also subject to certain general laws that are applicable to all Arizona cities.

Legislative authority is vested in a seven-member City Council consisting of a mayor elected at large and six council members elected based on a system of geographic districts. Council members serve a term of four years on a staggered basis and the Mayor is elected for a four-year term. The Council fixes compensation of officials and employees, enacts ordinances and resolutions relating to City services, tax levies, appropriating and borrowing money, licensing and regulating businesses and trades and other municipal purposes and appoints the City Manager, the City Clerk, the City Treasurer, municipal judge and assistant municipal judge and the City Attorney. The Council also appoints members to a number of City boards and commissions.

### **Key Administrative Staff**

Kevin R. Phelps, *City Manager* – Kevin Phelps brings more than 30 years of private sector experience and 18 years of government sector experience to the city’s top management job. Mr. Phelps was appointed as Glendale’s City Manager in February of 2016. For the past six years, Mr. Phelps has been the highest-ranking appointed official in Pierce County, Washington, an area that includes greater Tacoma and is Washington’s second-largest county. Mr. Phelps was previously a deputy auditor in the Washington State Auditor’s Office and served for seven years as an elected councilmember for the City of Tacoma. Prior to his tenure in government, Mr. Phelps spent decades in the private sector as founder and managing general partner of the Landmark Convention Center which is also in Tacoma, Washington.

Michael Bailey, *City Attorney* - Michael Bailey is the City Attorney. Mr. Bailey is licensed to practice law in Arizona and California. Mr. Bailey holds a bachelor’s degree of Science in Business Administration and a Juris Doctorate from Chapman University. Additionally, Mr. Bailey holds a Masters in Public Administration from American Public University. Prior to serving Glendale, Mr. Bailey was the City Attorney for the City of Surprise, Arizona.

Tom Duensing, *Assistant City Manager* - Tom Duensing has over 25 years of government finance experience. Prior to his appointment as Assistant City Manager, Mr. Duensing served as the Finance and Technology Director for the City since October 2013. Prior to working in Glendale, he served at the City of Tempe and the City of Maricopa in various financial roles including Accounting Supervisor, Deputy Finance Director, City Auditor, Finance Director and Assistant City Manager. Mr. Duensing has also worked as an auditor in public accounting specializing in local government auditing and in the Arizona Governor’s Office where he was responsible for grants administration. Mr. Duensing holds a B.S. in Accounting, a M.B.A., and is a Certified Public Accountant. He is a member of the Government Finance Officers Association of Arizona, the Government Finance Officers Association, the American Institute of Certified Public Accountants, and the Arizona Society of Certified Public Accountants. In October 2014, Mr. Duensing received the “Turnaround of the Year” Award from the Phoenix Business Journal’s Outstanding CFO’s (Chief Financial Officer) Program.

Vicki Rios, *Interim Finance and Technology Director* – Vicki Rios has 18 years of government finance experience. In May, 2015, Ms. Rios began serving the City as Interim Finance and Technology Director. She previously served as Assistant Finance Director. Prior to working in Glendale, Ms. Rios served as Deputy Finance Director and Interim Treasurer for the City of Phoenix and held progressively responsible positions with the City of Peoria, Arizona, including her most recent position as Revenue Manager. Since 2002, Ms. Rios has been an adjunct professor at Arizona State University and Glendale Community College. Ms. Rios is also the Chairperson of the Certification Advisory Committee for the Arizona State Board of Accountancy. She holds a Bachelor’s degree, a Post-Baccalaureate Certificate in Accountancy, a M.B.A., and is a Certified Public Accountant. She is recognized as a Certified Public Finance Officer (CPFO) and is a member of the Government Finance Officers Association of Arizona and the Arizona Society of Certified Public Accountants.

### **Employees**

As of June 30, 2015, the City had approximately 1,610 full-time and part-time employees and a fiscal 2015 gross payroll of \$\_\_\_\_\_ million. The City Council establishes salaries, wages and other economic benefits for City employees. In 2005, the City Council enacted an ordinance allowing certain members of the City’s Fire Department and Police Department to be represented by employee organizations. City management is authorized to meet and confer with the employee organizations on specific matters, including wages, working conditions, and non-healthcare related benefits.

## **Economy**

As Arizona's fifth largest city with a population of over 230,000 and a median household income of [\$57,481], the City is an economic engine of the Greater Phoenix West Valley, bordering the City of Phoenix on its eastern/southern borders. From its beginnings as an early farming settlement in the 1880's, to a military center of excellence after World War II, it has now evolved into the major sports, healthcare, education and corporate employment center.

As a result of the City's strategic location within the County and the Phoenix metropolitan area, its economic efforts toward a business-friendly environment and its amenities and workforce attractiveness, the City has seen a number of significant business investments in recent years. City staff has helped facilitate the creation of more than [2,700] new jobs in Glendale this year, which is expected to result in the occupancy of [1.7] million new and existing square feet of office, industrial and retail space. In the last [six] years, more than [10,600] jobs have been created in the City, with nearly [7,000] jobs associated with new companies locating in Glendale and more than [3,600] jobs from existing companies in the City. Newly-located businesses in Glendale over the last [six] years include: [NPL (Northern Pipeline), Harvard Drug, American Furniture Warehouse, Mattamy Homes, The Pain Center of Arizona, Canyon State Bus, Hensley Distribution, Avanti Windows, Empereon Marketing, New West Oil, Lockheed Martin, Glendale Ironwood Cancer Research Center, and Banner Health].

Several key economic corridors within the City include the Northern Economic Corridor, Historic Downtown, the 101 Economic Corridor and the Loop 303 Corridor.

### *Northern Economic Corridor.*

The Northern Economic Corridor includes the following key elements:

Arrowhead Towne Center/Bell Road Retail Corridor – a mixed use master planned community with residential, employment, recreation, shopping and dining. Approximately 1/3 of the City's retail sales tax revenues are generated in this area.

Midwestern University – the 143-acre Glendale campus has been developed over the past decade. The campus offers state-of-the-art practice labs, lecture halls, and classrooms, as well as a comprehensive library and several outpatient clinics. The campus has over 3,100 graduate students and is the largest medical school in the State. Currently, the school offers the following six major programs: The Arizona College of Osteopathic Medicine, College of Pharmacy, College of Health Sciences, College of Optometry, College of Dental Medicine – Arizona and the College of Veterinary Medicine.

Banner Thunderbird Medical Center – currently the fourth largest hospital in the Phoenix metropolitan area with 561 licensed beds and nearly 3,000 employees.

Honeywell Aerospace – the Glendale facility of Honeywell Aerospace is one of the City's larger private employers with over 830 employees.

AAA Glendale Operations Center – a major information technology and customer service center in the City with over 1,000 employees.

### *Historic Downtown.*

The City's Historic Downtown area includes:

Glendale Civic Center – located in the heart of historic downtown, the Glendale Civic Center offers 33,000 square feet of indoor and outdoor meeting space for corporate events, trade shows, weddings and private parties.

Murphy Park/Caitlin Court – includes areas labeled by the City as the "Downtown Dining District," "Arts and Culture District," "Old Towne Shopping District," and "Antiques Capital of Arizona."

Saguaro Ranch Park – one of the region's oldest and most magnificent ranches, the 17-acre Saguaro Ranch Park Historic Area features 13 original buildings, a rose garden, barnyard and historic orchards. Listed on the National Register of Historical Places and known as the "Showplace of the Valley," the Saguaro Ranch Park Historic Area offers activities, exhibits and guided tours.

### *101 Economic Corridor.*

The 101 Economic Corridor includes the following key elements:

Westgate City Center – Westgate City Center offers a vibrant outdoor setting with unique water features, delivering an interactive shopping, dining and entertainment experience. It is anchored by the Gila River Arena, home to the Arizona Coyotes, and the University of Phoenix Stadium, home to the Arizona Cardinals. Some of the major business located within Westgate City Center are:

- (i) Gila River Arena owned by the City, Gila River Arena (the “Arena”) is home to the National Hockey League's Arizona Coyotes (the “Coyotes”).
- (ii) Tanger Factory Outlets Westgate – broke ground in April 2012 and opened in November 2012. Located just west of the Westgate City Center along the Loop 101 Freeway in the City’s Sports and Entertainment District, the 368,000 square feet of space is home to approximately 85 top name-brand shops, such as Abercrombie & Fitch, Banana Republic, Brooks Brothers, Michael Kors, Nike and Coach.
- (iii) Cabela’s - in addition to offering quality outdoor merchandise, the 160,000 sq. ft. showroom is an educational and entertainment attraction, featuring a décor of museum-quality animal displays, huge aquariums and trophy animals interacting in realistic re-creations of their natural habitats.
- (iv) University of Phoenix Stadium – the primary tenants in the stadium include the NFL's Arizona Cardinals and the annual college football Fiesta Bowl. In 2015, the 63,400-seat stadium hosted the Super Bowl and the NFL ProBowl after successfully hosting the Super Bowl in 2008.

Dignity Health – St. Joseph’s Westgate Medical Center, owned and operated by Dignity Health, is a not-for-profit, 24-bed inpatient hospital that opened in May 2014. The medical campus and hospital features new approaches to healthcare, including the innovative uses of materials to promote patient safety, patient satisfaction and medical efficiency. St. Joseph’s Westgate provides two operating rooms, two procedure rooms, a 12-bed emergency room and 12 universal care beds. Services included general surgery, orthopedics, urology, gastrointestinal and endoscopy.

Camelback Ranch - Located just across the Loop 101 from Glendale's Sports and Entertainment District, Camelback Ranch is the major league baseball spring training home of the Los Angeles Dodgers and Chicago White Sox.

### *Glendale’s Future Economic Corridor – the Loop 303 Corridor.*

Luke Air Force Base - Luke Air Force Base (“Luke”) is one of Glendale’s, and the West Valley’s, primary economic drivers, located just east of the Loop 303 Freeway. Luke was officially annexed into the City in 1995 and is considered the economic center of both the Loop 303 corridor and the West Valley. The base population includes approximately [4,830] military members and Department of Defense civilians. With approximately [70,000] retired military members living in greater Phoenix, the base services a total population of nearly [80,000] people. Approximately [300] pilots train at Luke annually and proceed to combat assignments throughout the world. The 56th Fighter Wing also trains more than [350] maintenance technicians each year. The base has an economic impact estimated at [\$2.17] billion annually to the Arizona economy and recently celebrated the opening of its F-35 Lightning II Academic Training Center.

The new facility will provide state-of-the-art training for fighter pilots and continue Luke's mission to train the world's best fighter pilots. The F-35 is the world’s most advanced multi-role fighter and will replace aging fighter inventories in the Air Force, Navy and Marines.

Glendale 2025, the City’s General Plan, identifies future land uses for this area that are compatible with Luke Air Force Base and captures appropriate land uses adjacent to the Loop 303 Freeway. Much of the land in this area is located within the 65-decibel noise contours for Luke with the goal of continuing to protect Air Force operations.

The City has a relatively diverse employer base. The following is a list illustrating major employers in the City.

**Major Employers  
City of Glendale, Arizona  
as of February 2016**

<b>Employer</b>	<b>Service</b>	<b>Approximate Number of Employees</b>
Luke Air Force Base	Military	5,100
Banner Thunderbird Health System	Health Care	3,000
Arrowhead Towne Center	Retail	2,650
Wal-Mart	Retail	2,175
Glendale Union High School District	Education	1,974
Glendale Community College	Education	1,948
Deer Valley Unified School District	Education	1,594
City of Glendale	Government	1,610
Glendale Elementary School District	Education	1,400
Tanger Outlet Westgate	Retail	1,200

Source: City of Glendale, Arizona (<http://www.glendaleaz.com/EconomicDevelopment/MajorEmployers.cfm>)

The following table compares the City's unemployment averages with those of the United States, the State and the County for the periods shown.

**Unemployment Averages**

<b>Year</b>	<b>United States</b>	<b>State of Arizona</b>	<b>Maricopa County</b>	<b>City of Glendale</b>
2015 <sup>(a)</sup>	5.3%	6.2%	5.1%	5.5%
2014	6.2	6.8	5.9	6.3
2013	7.4	7.5	6.6	7.2
2012	8.1	8.3	7.3	8.2
2011	8.9	9.5	8.6	9.5
2010	9.6	10.4	9.5	12.2

<sup>(a)</sup> As of November 2015.

Source: Arizona Department of Administration, Employment and Population Statistics, CES/LAUS Unit; U.S. Department of Labor, Bureau of Labor Statistics.

## Construction

The following tables depict building permit activity and value for residential and non-residential construction in the City. It is anticipated that residential construction will continue on a slight downward trend as Glendale approaches build-out.

### Value of Building Permits City of Glendale, Arizona

<b>Fiscal Year</b>	<b>Residential</b>	<b>Commercial &amp; Industrial</b>	<b>Other<sup>(a)</sup></b>	<b>Total</b>
2015	\$111,674,762	\$78,155,864	\$79,781,023	\$269,611,649
2014	42,250,810	109,564,039	51,825,857	203,640,706
2013	81,624,695	110,568,843	79,288,170	271,481,707
2012	99,977,051	48,425,681	54,837,384	203,240,116
2011	39,397,373	71,663,689	6,712,915	117,773,972
2010	28,008,551	82,907,408	52,042,366	162,958,325

<sup>(a)</sup> Comprised of a variety of sources including residential garages and carpoos, swimming pools and spas, signs, demolitions and razings, and other miscellaneous sources.

Source: City Building Safety Department.

### Building Permits<sup>(a)</sup> City of Glendale, Arizona

<b>Fiscal Year</b>	<b>Total Building Permits</b>
2015	5,449
2014	4,799
2013	6,383
2012	5,304
2011	5,619
2010	5,194

<sup>(a)</sup> The date on which the permit is issued is not to be construed as the date of construction.

Source: City Building Safety Department.

## Sales Tax Revenue

The following City sales tax revenue is based on the City's sales and use tax collections from its general sales tax levy, together with the sales tax levy on restaurants and bars, hotels, construction, and communications. The revenues shown do not reflect sales tax revenues received by the City which are restricted to use for police, fire, transportation, and tourism promotion.

### Sales Tax Revenue City of Glendale, Arizona

<b>Fiscal Year</b>	<b>Amount</b>
2015	\$93,687,452
2014	88,764,000
2013 (a)	82,678,263
2012	56,158,067
2011	54,884,920

(a) Reflects 11-months of collections of the 0.7% sales tax increase adopted by the City on June 12, 2012.

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Source: City Financial Services Department.

## Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

In 2000, the Loop 101 Freeway was opened as part of the City's general plan for future west area development. The freeway's opening has spurred residential, commercial and industrial development in the adjacent areas, and increased access to the City's Sports and Entertainment District including venues such as the Arena and the University of Phoenix NFL stadium. Major transportation corridors that connect Glendale to the entire metropolitan region include historic Grand Avenue, the Loop 303 Freeway in the far west, the Loop 101 Freeway in the western and northern parts of the City, and the Northern Parkway, which is currently in phase two of construction, connecting several West Valley cities. Glendale is a member of Valley Metro, which provides mass transit, fixed rail services to certain portions of the Phoenix metropolitan area. Glendale Transit provides a wide range of convenient, low-cost transportation alternatives for Glendale citizens and visitors, including fixed-route bus service, Glendale Dial-A-Ride, Glendale Urban Shuttle (GUS) bus service, ADA service and a taxi-subsidy program.

Glendale also operates a municipal airport. Located just five miles west of downtown Glendale, five miles east of Luke Air Force Base, and 30 minutes northwest of downtown Phoenix, this 477-acre modern airport features a two-story, 18,000 square-foot terminal, a Federal Aviation Administration contract-tower, and complete airport services for general aviation and corporate jet traffic. The airport's facilities include a 7,150 foot paved and lighted runway, a \$2.3 million terminal, a 10,000 square-foot hangar and many smaller, enclosed hangars for aircraft. The full-service airport is accessible to general aviation aircraft from single-engine planes to corporate jets. Twenty-one businesses are located on the field and 186 new hangars have been built. In addition, a new business park is being planned for the east side of the landing field. A full service fixed base operator is located on the field with two grades of fuel and full maintenance is available.

Businesses and residents of the City are also served by Phoenix Sky Harbor International Airport. Sky Harbor Airport is among the busiest airports in the United States, providing passenger, freight and cargo air services both domestically and internationally



**Airlines Serving Sky Harbor International Airport  
as of October 2015**

Airline	
Aero Mexico	Hawaiian Airlines
Air Canada	JetBlue Airways
Alaska Airlines	Southwest Airlines
American Airlines	Spirit Airlines
British Airways	Sun Country Airlines
Boutique Air	United Airlines
Delta Airlines	Volaris
Frontier Airlines	WestJet
Great Lakes Airlines	

Source: City of Phoenix, Aviation Department.

**Number of Passengers Arriving and Departing  
Sky Harbor International Airport**

Calendar Year	Deplaned	Enplaned	Total
2015 (a)	14,861,059	14,940,297	29,801,356
2014	21,121,742	21,012,920	42,134,662
2013	20,174,643	20,166,971	40,341,614
2012	20,279,006	20,169,926	40,448,932
2011	20,380,496	20,211,799	40,592,295
2010	19,329,480	19,225,050	38,554,530

(a) As of August 2015

Source: City of Phoenix, Aviation Department.

**Education**

The City is home to four major institutions of higher education. Glendale Community College is one of the campuses that comprise the Maricopa County Community College District. The College offers a curriculum leading to an Associate of Arts degree.

Midwestern University has a 143-acre campus located in Glendale. This university specializes in health care education, providing programs that range from osteopathic medicine to cardiovascular science. Midwestern is in the midst of a multiyear expansion and currently has over 3,100 students on the Glendale Campus.

The Arizona State University West campus is a 300-acre campus located on Glendale's eastern border. Over 400 business classes are offered at the campus for junior and senior students. In addition, a complete Masters of Business Administration program is available.

Thunderbird School of Global Management, a unit of Arizona State University Knowledge Enterprise, is a 148-acre campus that offers masters programs with a focus on global management, in addition to a large international executive education program and, beginning fall 2015, undergraduate programs. The Thunderbird School of Global Management was acquired by the Arizona State University in December 2014.

Residents of the City are also served by numerous elementary schools, junior high schools and high schools.

# DEBT AND FINANCIAL DATA

## Introduction

The City's fiscal year is from July 1 through June 30.

The Director of Finance and Technology is responsible for finance, management and budget, procurement, accounting, computer-related planning, evaluation and installation of hardware and software throughout the City. The Economic Development Director is responsible for attracting, retaining and expanding businesses and providing redevelopment and business assistance, which encompasses economic development, planning and building safety services.

## Expenditure Limitation

Commencing in fiscal year 1982-83, the City became subject to an annual expenditure limitation which is set by the Arizona Economic Estimates Commission. This limitation is based on the City's actual expenditures for fiscal year 1979-80, with this base adjusted annually to reflect population, cost of living and boundary changes. Certain expenditures are specifically exempt from the limit, such as expenditures made from federal funds and bond sale proceeds, as well as debt service payments. The limitation can be exceeded for certain emergency expenditures or if approved by the voters. The constitutional provisions which relate to the expenditure limitation provide three processes to exceed the spending limit: a local home rule option; a permanent base adjustment; and a one-time override.

On March 16, 1982, the voters of the City approved a local home-rule option proposition referred to them by the City Council to exceed the statutorily imposed expenditure limit in all areas of City operations in the 1982-83 fiscal year and the three succeeding fiscal years to the extent of revenues anticipated to be received by the City. Successive authorizations to exceed the statutory limitation for four-year periods were approved in March 1986, in March 1990 and in March 1994. On February 24, 1998 the City Council adopted a Resolution proposing an extension of the Alternative Local Expenditure Limitation tests for four more years, which was approved by voters at the May 19, 1998 General Election. From July 1982 to June 2002, the City was subject to the home-rule option. The City is now subject to the State imposed expenditure limitation with which the City is in full compliance. On May 16, 2000, voters approved a permanent base adjustment to the 1980 expenditure limitation thereby increasing it from \$21.5 million to \$68 million (in 1980 dollars). This base year is adjusted by an inflation and population factor from year to year.

## Operating Budget Process

The budget process emphasizes the City's objective of making the budget not only a financial plan but also a policy document, operations guide and a communications device as recommended by the Government Finance Officers Association ("GFOA"). GFOA has awarded the City's 2015 budget its "Distinguished Budget Presentation," the 23<sup>rd</sup> year the City has received this award. The 2016 budget has been submitted to GFOA. The annual and long-range budgeting process is shaped and guided by the four key foundation documents included in the annual budget document:

1. The annual operating budget
2. The 10-year capital plan
3. The 5-Year Forecast
4. The Financial Plan and Financial Policies

The annual budget document for Fiscal Year 2016 and the past few fiscal years are located at <http://www.glendaleaz.com/budget/documents/FY15-16ProgramBudgetBook.pdf>.

Prior to Fiscal Year 2014, the budget process involved an approach where each department received target allocations. The responsible department would then be given a "base budget target allocation", and when additional funding was available, supplemental requests were then made for increases in services or the addition of new services. Supplemental requests were not considered starting with the Fiscal Year 2010 budget and continuing through the development of the Fiscal Year 2014 budget. Fiscal Year 2015 was the first year the City utilized a "zero-based" budget approach. A zero-based approach means departments requested and justified all Fiscal Year 2015 appropriated funds and did not receive "base budget target allocations" at the beginning of the budget process.

The proposed budget is typically presented to City Council in March and April for the upcoming fiscal year, with an emphasis on the City's largest operating fund, the General Fund, along with the proposed capital improvement plan. The state-defined budget adoption process occurs in May and June following public hearings on the City Manager's proposed budget. This process results in City Council's formal adoption of the City's total budget for the upcoming fiscal year.

City budgeting for a fiscal year formally begins with the preparation of the budget. It is subsequently adopted, after a public hearing, by July 1 for the fiscal year. The budget must contain the information indicated above and a tax levy is made in accordance with State law. Additionally, the City has a formal Debt Management Plan and a 10-year capital improvement plan which are also incorporated in the budget process.

During the Fiscal Year 2016 budget process, Mayor and Council adopted revised financial policies. In order to address financial stability, the General Fund, fund balance policy was revised. The revised policy states "the minimum unrestricted (*the total amount of the committed, assigned, and unassigned*) fund balance in the General Fund shall total 25% of projected annual ongoing revenues."

### **Five-Year Financial Forecast**

In December of 2013, the City initiated a comprehensive Five-Year Financial Forecast that is prepared for each of the City's major operating funds. The City updated that original Five-Year Forecast in December of 2014.

The Five-Year Financial Forecast is a planning tool which is designed to serve several purposes, including providing a long-term view of current-year budget decisions impacting the City, providing an estimate of fund balances and illustrating the sensitivity to revenue and expenditure changes over the forecasted periods. The City's financial forecast is based on realistic, yet conservative, revenue and expense estimates. The Five-Year Financial Forecast incorporates various revenue and expense assumptions that have not been formally approved by the City as of the date of the forecast. The forecast serves as a planning tool to guide the City's long-term financial decisions and to ensure financial stability. As a result, the dollar amounts presented in the forecast do not necessarily represent budget actions that the City will approve or anticipates approving in the future, including the changes in revenues and expenses or the resulting fund balances.

### **Capital Improvement Plan**

Glendale's Capital Improvement Plan (the "Capital Plan") is a ten-year road map for creating, maintaining and rehabilitating Glendale's present and future infrastructure needs. The Capital Plan also represents a funding plan for capital expenditures. The Capital Plan is designed to ensure that capital improvements will be made when and where they are needed, and that the City will have the funds to pay for such improvements.

In conjunction with the annual budgeting process, the Financial Services Department coordinates the city-wide process of revising and updating the Capital Plan.

The City Council reviews all of the existing and proposed projects, considers requests made by citizens and City boards and commissions, and evaluates management, financial and planning staff recommendations before making the final decision about which projects should be included in the annual Capital Plan and how those projects should be integrated into the City's annual budgeting process.

### **Financial Reports and Examination of Accounts**

Annually, independent certified public accountants audit the financial records as required by State law and the City's Charter. See Appendix D – "AUDITED FINANCIAL STATEMENTS OF THE CITY OF GLENDALE, ARIZONA FOR FISCAL YEAR ENDED JUNE 30, 2015" for the financial statements from the City's June 30, 2015, Comprehensive Annual Financial Report. The City received a Certificate of Achievement for Excellence in Financial Reporting from GFOA for its [2015] Comprehensive Annual Financial Report as well as in each of the [31] preceding years.

## RECENT BUDGET AND FINANCIAL DEVELOPMENTS

### General Fund

At June 30, 2015, the unaudited ending fund balance for the General Fund was \$48.6 million. This ending fund balance reflects \$9.2 million in restricted fund balance for police and fire services which were not included in the General Fund Activity prior to Fiscal Year 2015 as presented below. Unaudited cash and investments in the General Fund totaled \$52.3 million compared to \$48.6 million ending fund balance at June 30, 2014. The primary reason for the difference between the cash and investments balance and the fund balance is an encumbrance against the General Fund of \$5.0 million in amounts payable to the National Hockey League in Fiscal Year 2017 as further discussed below under “Arizona Coyotes NHL Hockey Team; Management of City-Owned Arena.”

The General Fund Activity table below, in conjunction with the narrative following the table, provides an overview of the General Fund financial results for Fiscal Years 2010 through 2015.

#### City of Glendale, Arizona General Fund Activity (000's omitted)

Fiscal Year:	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Revenues:</b>						
Taxes & Assessments	\$57,537	\$59,435	\$60,852	\$87,849	\$97,675	\$127,297
Licenses & Permits	8,641	8,547	9,172	9,598	9,833	8,867
Intergovernmental	58,490	50,644	44,780	50,040	54,005	57,165
Charges for Services	5,658	8,264	9,236	10,797	13,642	16,600
Other	7,463	19,815	11,613	6,143	7,167	8,961
Total	137,789	146,705	135,653	164,427	182,322	218,890
<b>Expenditures:</b>						
General Government	21,457	19,467	17,696	15,785	29,445	33,417
Public Safety	77,667	73,716	74,509	81,639	85,029	110,166
Public Works	11,472	8,708	7,635	7,822	7,444	8,637
Community Services	22,600	20,217	19,209	15,371	13,438	13,546
Debt	2,433	2,245	1,626	2,815	1,508	11,171
Capital Outlay	2,717	3,005	2,983	699	2,540	6,012
Other	2,496	1,814	2,362	3,196	2,712	4,621
Total	140,842	129,172	126,020	127,327	142,116	187,570
<b>Other Fin. Sources/(Uses):</b>						
Net Transfers	(11,244)	(20,746)	(21,267)	(22,895)	(30,878)	19,022
NHL Owners Fee	0	(25,000)	(25,000)	0	0	0
Other	513	450	650	643	480	266
Total	(10,731)	(45,296)	(45,617)	(22,252)	(30,398)	19,288
Beginning Balance (July 1)	52,630	39,433 <sup>1</sup>	9,335 <sup>2</sup>	(26,649)	(11,801)	(1,993)
Net Change in Fund Balance	(13,784)	(27,763)	(35,984)	14,848	9,808	50,608
Ending Balance (June 30)	\$38,846	\$11,670	(\$26,649)	(\$11,801)	(\$1,993)	\$48,615
Unassigned Fund Balance	\$22,626	(\$5,414)	(\$29,565)	(\$14,438)	(\$4,835)	\$28,409

<sup>1</sup> Restated fund balance on June 30, 2010 pursuant to Governmental Accounting Standards Board Statement No. 54.

<sup>2</sup> Restated due to reassignment to the General Fund of a contractual payment by the City of approximately \$2.3 million which had initially been charged against the City's Risk Management Fund.

The unassigned/unreserved fund balance for the City's General Fund was reduced by \$86.7 million over the four-year period from Fiscal Year 2008 through Fiscal Year 2012. Fiscal Year 2013 saw the first year of a net increase in the fund balance but did not include the impacts of a newly negotiated Arena Management Agreement for the City-owned Gila River Arena described below, which had a net negative General Fund impact of approximately \$8.5 million beginning in August 2013, or an increase in debt service related to the Camelback Ranch Major League Baseball Spring Training Facility, which had a General Fund negative impact of approximately \$11.1 million.

The Fiscal Year 2014 adopted General Fund budget anticipated a planned spend-down of \$14.3 million in fund balance and was the first fiscal year in which the General Fund fully funded the impacts of the Arena Management Agreement and the increased debt service costs related to the Camelback Ranch Major League Baseball Spring Training Facility. Despite these financial events, the Fiscal Year 2014 General Fund deficit was reduced by \$9.8 million as illustrated in the General Fund Activity table above.

The Fiscal Year 2015 adopted General Fund budget anticipated a planned spend-down of \$9.2 million in fund balance. This included one-time funding for anticipated Super Bowl XLIX expenditures totaling \$2.1 million. The actual increase in fund balance totaled \$50.6 million for fiscal year 2015. The significant increase in fund balance is attributable to a) a reclassification of the inter-fund advances between the general fund and the enterprise funds resulting in \$39.3 million increase, b) transfers from the police and fire special revenue fund totaling \$11.1 million, c) revenues in excess of expenditures exceeding forecasted estimates by \$9.5 million, and d) an early capital lease payoff resulting in a \$9.2 million reduction of fund balance.

Effective August 1, 2012, the City's sales tax rate was increased by 0.7% to address the significant debt supported by the General Fund thus resulting in significant growth of taxes and assessments revenue beginning in Fiscal Year 2013. After factoring out the partial-year impact of the 0.7% increase during Fiscal Year 2013, the actual sales tax revenue increased by approximately 5% in Fiscal Year 2014 from Fiscal Year 2013. The significant growth in taxes and assessments in Fiscal Year 2015 is due primarily to the inclusion of the Police and Fire Sales Tax Special Revenue Fund as a component of general fund. Factoring out the \$22.5 million police and fire taxes and assessments revenue, the net taxes and assessments revenue totals \$104.8 million, representing a 7.3% increase over the prior year.

The second largest revenue category in the General Fund is intergovernmental revenue. This consists primarily of State-Shared Sales Tax, State-Shared Income Tax, and State-Shared Motor Vehicle In-Lieu Tax. State Shared-Income Tax revenue declined by \$7.7 million (25%) from Fiscal Year 2010 to Fiscal Year 2011. Revenues declined an additional \$4.5 million (19%) in Fiscal Year 2012. These declines were the result of the nationwide economic downturn. It is important to note that State-Shared Income Tax revenues lag actual state income tax collections by two years. Thus, revenues the City received in Fiscal Year 2010 were based on the statewide collections of income tax in Fiscal Year 2008. In Fiscal Year 2013, State-Shared Income Tax revenues began recovering and revenue increases have been realized each fiscal year through Fiscal Year 2015. State-Shared Sales Tax revenues increased .9%, or \$960,000, in Fiscal Year 2015. State-Shared Income Tax revenues increased 8.6%, or \$2.2 million, in Fiscal Year 2015. Motor Vehicle In-Lieu taxes increased 7.1%, or \$570,000, in Fiscal Year 2015. Per Arizona State law, the distribution of State-Shared Sales and State-Shared Income Tax revenue is based upon the relation of the City's population to the total State population while the distribution of Motor Vehicle In-Lieu revenue is based on the City's population in relation to the total incorporated population of Maricopa County.

Other Revenues have also remained relatively stable over the five-year period with the exception of two extraordinary items. The City received \$12.0 million in Fiscal Year 2011 in settlement of a development agreement and \$4.75 million in Fiscal Year 2012 as its share of a bankruptcy settlement with the then owner of the Coyotes.

Overall, General Fund expenditures were reduced from \$140.8 million in Fiscal Year 2010 to \$126.0 million in Fiscal Year 2012, a reduction of 10.5%. The growth in Fiscal Year 2014 expenditures is due primarily to the cost of the new Arena Management Agreement which totaled approximately \$14.0 million, a partial contract year, and increased to \$15.0 million for Fiscal Year 2015. Arena management costs for Fiscal Year 2016 are reduced to \$6.5 million as described in greater detail below. Total expenditures in Fiscal Year 2015 increased 32%, or \$45.5 million. This significant increase is due primarily to the inclusion of expenditures formally recognized in the Police and Fire Sales Tax Special Revenue Fund which are now recognized in the General Fund estimated excess of \$25 million. Additionally, increases in debt service expenditures totaled \$9.7 million due primarily to the early capital lease payoff and capital expenditures increased \$3.5 million. Net transfers increased by \$49.7 million due primarily to the reclassification of the inter-fund advances between the general fund and the enterprise funds

totaling \$39.3 million and transfers from the police and fire special revenue fund totaling \$11.1 million for the combination into the general fund.

The General Fund is made up of one primary fund and multiple Sub-Funds within the General Fund. The primary General Fund supports the Sub-Funds. The Fiscal Year 2015 General Fund budget process began with a detailed Five-Year Financial Forecast presented to the City Council in December 2014 and had an estimated fund balance reduction of \$4.3 million for Fiscal Year 2015 in the primary fund. Through several months of City Council Budget Workshops, the City adopted a General Fund budgeted surplus of \$3.6 million.

Of note, on January 27, 2015, the Arizona Superior Court entered a final judgment restoring pension benefit changes, effective July 2011, for beneficiaries in the Public Safety Personnel Retirement System (PSPRS). Although the effect of this change will not be realized until Fiscal Year 2017, the negative impact is anticipated to be in excess of \$3 million per year to the General Fund.

### **Other Operating Funds**

The other major operating funds include the Highway User Revenue Fund (HURF), Transportation, Police, and Fire Special Revenue Funds and the Water and Sewer, Sanitation, and Landfill Enterprise Funds (collectively, the "Other Enterprise Funds"). Similar to the General Fund, Five-Year Financial Forecasts were presented to the City Council in December 2014 for the other operating funds in preparation for the Fiscal Year 2015 budget process. These forecasts included revised Fiscal Year 2015 estimates. The actual Fiscal Year 2015 operating results outperformed the estimated results in each of these funds.

In future fiscal years, the financial planning for the Other Operating Funds of the City will include analyses of compliance with bond covenants for existing debt supported from these funds. In particular, rate reviews are planned in Fiscal Years 2016 or 2017 for the enterprise funds.

### **Arizona Coyotes NHL Hockey Team; Management of City-Owned Arena**

The Arizona Coyotes of the National Hockey League (NHL) is the anchor tenant in the City-owned Arena. The NHL acquired the assets of the Coyotes in 2009 after the prior owner filed for bankruptcy and the City entered into an agreement with an NHL affiliate to manage the Arena. Pursuant to agreements between the City and the NHL, the Coyotes continued to use the Arena as its home-game venue during the 2010-11, 2011-12, and 2012-13 seasons, but home games in the Arena during the 2012-13 season were interrupted by a labor dispute. The City agreed to pay the NHL a total of \$50 million for managing the Arena over this period. The first \$25 million payment was made to the NHL in Fiscal Year 2011. The second \$25 million was encumbered by the City in Fiscal Year 2012. From this amount, the City made a cash payment of \$20 million into an escrow account for the NHL to draw down in four equal installments from Fiscal Year 2013 through Fiscal Year 2016. The final planned \$5 million payment is to be paid from the encumbered amounts in the General Fund in Fiscal Year 2017. A total of \$45 million of the overall \$50 million cost was financed through inter-fund advances, which were subsequently reclassified in Fiscal Year 2015 to inter-fund transfers, as described below.

On July 2, 2013, an Arena Management Agreement with IceArizona (with its affiliates, the "Team Owner" or the "Arena Manager") was approved by the City Council with an effective date of August 5, 2013. This fifteen-year agreement required the City to pay the Arena Manager a total management fee of \$15 million per year. Additionally, the Arena Management Agreement stated the City was to make capital improvement contributions of \$500,000 per year through Fiscal Year 2019, growing to \$1.0 million per year through Fiscal Year 2027. The City's annual management fee payments and capital improvement contributions were partially offset by the City's share of revenues generated at the Arena during the same period. The Fiscal Year 2014 (a partial fiscal year) and Fiscal Year 2015 net General Fund impact totaled \$8.5 million and \$8.9 million, respectively (management fees and capital improvement contributions offset by Arena Management Agreement revenues).

On June 10, 2015, the City Council directed the City Manager and City Attorney to cancel the Management Agreement. Subsequently, on July 24, 2015, City Council rescinded the June 10, 2015 Council action to cancel the agreement and adopted an ordinance directing the City Manager to enter into a First Amendment to the July 2013 Management Agreement. The amendment reduced the term of the agreement from fifteen years to four years with a June 30, 2017 termination date. Under the amendment, the City has the option to replace the Arena Manager at any time after June 30, 2016 with a 90 day notice with the professional hockey team occupying the facility through June 30, 2017.

The amended Management Agreement has a positive net General Fund impact of \$3.6 million for fiscal year 2016. This is calculated by reduced management fee of \$8.5 million (\$15 million original management fee less \$6.5 million current management fee). The reduced management fee is offset by the \$4.9 million of budgeted revenue now going to the Arena Manager.

Anticipating replacement of an Arena Manager on July 1, 2016, a Request for Proposal (RFP) was issued on October 19, 2015 seeking proposals for Arena Management. On February 3, 2016, the City issued a Notice of Intent to Award the contract to AEG Facilities, a venue manager that owns, operates or consults with over 120 venues worldwide. It is anticipated a new Arena Management agreement could be awarded to AEG Facilities as early as March 2016. Per the RFP, any potential venue manager has the option to negotiate a new long term Arena lease with the NHL and Coyotes on terms that will provide incentive for the Team to stay in Glendale beyond June 30, 2017.

### **Inter-Fund Advances**

A total of \$45 million in inter-fund advances were made to the General Fund in Fiscal Years 2011 and 2012, of which \$40 million of the inter-fund advances came from enterprise funds and \$5 million came from Sub-Funds of the General Fund. As the Sub-Funds are components of the General Fund, the \$5 million of advances from the Sub-Funds are not part of the General Fund liability owed to other funds.

On April 14, 2015, the City Council adopted a resolution to reclassify the inter-fund advances between the General Fund and the enterprise funds to inter-fund transfers. This action reclassified the inter-fund advances in the City's general ledger to inter-fund transfers and removed the liability from the General Fund balance sheet; therefore, making the cash transfers permanent in nature. This transaction did not involve the transfer of cash between funds. The Cash was recorded, via inter-fund advance, in Fiscal Year 2012 and Fiscal Year 2013. Currently, Council has the option to appropriate or not appropriate annual inter-fund transfers from the General Fund each fiscal year; however, Council has elected to make annual transfers to the Enterprise Funds to support their operations each year as part of each fiscal year budget process.

At present, the City does not anticipate making any future inter-fund advances or transfers from its enterprise funds. Any such advances would require approval of the City Council.

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## **PROPERTY TAX INFORMATION**

### **Recent Constitutional and Statutory Changes Affecting Property Taxes**

Beginning in fiscal Year 2015-16 and for each fiscal year thereafter, a voter-approved constitutional amendment and related enabling legislation imposes additional limits on the growth in taxable value of most real property and improvements, including mobile homes, used for levying ad valorem property taxes, including both primary and secondary ad valorem taxes. Primary ad valorem taxes are levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and certain special taxing districts as described below. Secondary ad valorem taxes are levied for debt retirement (e.g., debt service on the Bonds), voter-approved budget overrides and the maintenance and operation of special service districts as described below.

Prior to Fiscal Year 2015-16, the value of real property and improvements, including mobile homes, used for levying primary ad valorem taxes was based on a limited property value described below (“Primary Property Tax Value”) and the value used for levying secondary ad valorem taxes (“Secondary Property Tax Value”) was based on full cash value (“Full Cash Value”) described below. The Primary Property Tax Value for property increased by the greater of either 10% of the prior year’s Primary Property Tax Value or 25% of the difference between the prior year’s Primary Property Tax Value and the current year’s Full Cash Value. There was no limit on the growth of Full Cash Value or Secondary Property Tax Value. See “Tax Procedure – Determination of Full Cash Value” herein. As more fully described below, property assessment ratios were then applied against these respective values, and property exempt from taxation was netted out of the valuation, to arrive at “Net Assessed Primary Value” and “Net Assessed Secondary Value”. The tax rate imposed for primary tax and secondary tax purposes was then applied against the respective Net Assessed Primary or Secondary Value to determine the respective primary and secondary tax levy amounts.

Beginning with Fiscal Year 2015-16 and thereafter, both primary ad valorem taxes and secondary ad valorem taxes are levied based upon a revised limited property value (the “Limited Property Value”), which (i) for locally assessed property (as described below) in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, is equal to the lesser of (a) the Full Cash Value of the property or (b) an amount five percent greater than the Limited Property Value of such property determined for the prior year and (ii) for centrally valued property (as described below) is equal to the Full Cash Value. Property that is subject to an equalization order that the State Legislature exempts from the above property tax limitation is also valued at Full Cash Value. There is no limit on the growth of Full Cash Value of such exempted or centrally assessed property. The property tax assessment ratios are then applied against the Limited Property Value, and property exempt from taxation is netted out of the Limited Property Value, to arrive at “Net Assessed Limited Property Value.” The tax rates imposed for both primary tax and secondary tax purposes are then applied against the Net Assessed Limited Property Value to determine the respective primary and secondary tax levy amounts.

Because Fiscal Year 2015-16 is the first year for implementation of the constitutional amendment and use of Limited Property Values and Net Assessed Limited Property Values, there is currently no comparative data for such property values from prior fiscal years to present in this Official Statement. Accordingly, prior-year information is presented using the then-applicable, but now replaced valuation rules, including Net Assessed Primary Values and Net Assessed Secondary Values.

Additional changes may be made to the manner in which properties are valued for tax purposes and taxes are levied. The City cannot determine whether any such measures will become law or how they might affect property tax collections for the City. However, removing or amending limits on the growth rate of Limited Property Value for locally assessed property would require further amendment to the State Constitution.

### **Ad Valorem Taxes**

#### **General**

For tax purposes in Arizona, real property is either valued by the Assessor of the County or by the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as “locally assessed” property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as “centrally valued” property and includes: (1) property used in the business of patented or unpatented producing mines, mills and smelters; (2) producing oil, gas and geothermal interests; (3) real property and improvements used for operation of telephone, telegraph, gas, water



and electric utilities; (4) aircraft regularly scheduled and operated by an aircraft company; (5) standing timber; (6) pipelines; and (7) personal property, except mobile home.

### **Primary Taxes**

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts, certain special taxing districts, and the State are primary taxes. These taxes are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. The State does not currently levy ad valorem taxes but the State currently requires a county (including the County) to levy a “State equalization assistance property tax” to provide equalization assistance to school districts in such county which is used to offset the cost of State equalization to those school districts.

The amount of primary taxes levied by a county (including the County), city, town and community college district is constitutionally limited to a maximum increase of 2% over the maximum allowable prior year’s levy limit amount plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). Each taxing entity’s maximum allowable property tax levy limit amount was rebased to the amount of actual 2005 primary property taxes levied (plus amounts levied against property not subject to taxation in the prior year). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property.

### **Secondary Taxes**

Taxes levied for debt retirement (e.g., debt service on the Bonds), voter-approved budget overrides and the maintenance and operation of special service districts such as sanitary, fire and road improvement districts are secondary taxes. These taxes are levied against the Net Assessed Limited Property Value. There is no limitation on annual levies for voter-approved bond indebtedness and certain special district assessments are also unlimited. Debt service on the Bonds is payable solely from secondary property taxes.

## **Tax Procedures**

### **Tax Year**

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year, when payment of the second installment of property taxes for the prior tax year becomes delinquent.

### **Determination of Full Cash Value**

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. Full Cash Value is statutorily defined to mean “that value determined as prescribed by statute” or if no statutory method is prescribed it is “synonymous with market value.” “Market value” means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a sales data approach for residential property. Arizona law allows taxpayers to appeal the county assessor’s valuations by providing evidence of a lower value, which may be based upon another valuation approach.

The Assessor of the County, upon meeting certain conditions, may value residential, agricultural and vacant land at the same Full Cash Value for up to three years. The Assessor of the County currently values existing properties on a two-year cycle.

Arizona law provides for a property valuation “freeze” on Full Cash Value for certain residential property owners 65 years of age and older. Owners of residential property may obtain such freeze against valuation increases (the “Property Valuation Protection Option”) if the owners’ total income from all sources does not exceed 400% (500% for two or more owners of the same property) of the “Social Security Income Benefit Rate.” The Property Valuation Protection Option must be renewed every three years. If the property is sold to a person who does not

qualify, the valuation reverts to its then-current Full Cash Value. Any freeze on increases in Full Cash Value will translate to the assessed value of the affected property as hereinafter described.

Following the determination of the Full Cash Value, the Assessor of the County then determines the Limited Property Value by applying any applicable property growth limitations as described under “Recent Constitutional and Statutory Changes Affecting Property Taxes” above.

**Assessment Ratios**

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the applicable Limited Property Value to obtain the assessed valuation. The appropriate property classification ratio is applied to the applicable Limited Property Value of each property parcel to determine the assessed valuation for such parcel. The current assessment ratios for each class of property are set forth in the following table.

**Property Tax Assessment Ratios  
Tax Years 2011 through 2016**

Property Classification (a)	Assessment as Percentage of Taxable Value					
	2011	2012	2013	2014	2015	2016
Mining, Utilities, Commercial and Industrial (b)	20%	20%	19.5%	19%	18.5%	18%
Agriculture and Vacant Land (b)	16%	16%	16%	16%	16%	15%
Owner Occupied Residential	10%	10%	10%	10%	10%	10%
Leased or Rented Residential	10%	10%	10%	10%	10%	10%
Railroad, Private Car Company and Airline Flight Property (c)	15%	15%	15%	15%	15%	15%

- (a) Additional classes of property exist, but seldom amount to a significant portion of a taxing jurisdiction’s total valuation.
- (b) For tax year 2016, Full Cash Values, up to an amount established by law for each tax year, on commercial, industrial and agricultural personal property are exempt from taxation (for tax year 2016, such maximum amount is \$146,973). This exemption is indexed annually for inflation. Any portion of the Full Cash Value in excess of that amount will be assessed at the applicable rate. The assessment ratio for mining, utility, commercial and industrial property will be reduced to 18% for tax year 2016 and thereafter. The assessment ratio for agricultural and vacant property will be reduced to 15% for tax year 2016 and thereafter.
- (c) This percentage is determined annually to be equal to the ratio of (i) the total Limited Property Value of all mining, utility, commercial, industrial, and military reuse zone properties, agricultural personal property and certain leasehold personal property to (ii) the total Full Cash Value of such properties.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer. With the various budgetary procedures having been completed by the governmental entities, the appropriate primary and secondary tax rate for each jurisdiction is then applied to the Net Assessed Limited Property Value of each parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

The State Legislature, from time to time, may change the manner in which taxes are levied, including changing the assessment ratios and property classifications. The City cannot determine whether any such measures will become law or how they might affect property tax collections for the City. However, removing or amending limits on the growth rate of Limited Property Value for locally assessed property would require further amendment to the State Constitution.

### **Delinquent Tax Procedures**

The property taxes due the City are billed, along with State, County, and other taxes, in September of each year and are payable in two installments on the subsequent October 1 and March 1. The delinquent tax dates are November 1 and May 1 and delinquent taxes are subject to a penalty of 16% per annum unless the full year's taxes are paid by December 31. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) At the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect ad valorem taxes on a property of a bankrupt taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy would be stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of a bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. Neither the City nor the Underwriters have undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the Treasurer is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

## FINANCIAL INFORMATION FOR THE CITY

### Property Valuations

The following tables list the various property valuations for the City for fiscal years 2015-16 and for 2014-15. As used herein, “Estimated Net Full Cash Value” is the Full Cash Value net of the estimated Full Cash Value of property exempt from taxation. For more information on constitutional and statutory changes in the taxable values of property beginning in fiscal year 2015-16 and thereafter, see “Recent Constitutional and Statutory Changes Affecting Property Taxes” above.

#### Property Valuations for Fiscal Year 2015-16

Estimated Net Full Cash Value (a)	[\$9,393,804,446]
Net Assessed Limited Property Value	1,129,008,207

#### Property Valuations for Fiscal Year 2014-15

Estimated Net Full Cash Value (a)	\$9,500,554,715
Net Assessed Secondary Value	1,148,164,650
Net Assessed Primary Value	1,095,616,087

(a) Full Cash Value net of the estimated value of property exempt from taxation.

Source: *Abstract by Tax Authority*, Maricopa County Assessor’s Office.

### Net Assessed Valuation Comparisons and Trends

The tables shown below indicate (a) for fiscal year 2015-16, the Net Assessed Limited Property Value for the City, the County and the State of Arizona, utilizing new constitutional and statutory property valuation requirements, and (b) for fiscal years 2011-12 through 2014-15, changes in the then-applicable, but now-replaced Net Assessed Secondary Values of the City, the County and the State of Arizona.

#### Fiscal Year 2015-16 Net Assessed Limited Property Values

Fiscal Year	City of Glendale	Percent Increase/(Decrease) From 2014-15 Net Assessed Secondary Value	Maricopa County	Percent Increase/(Decrease) From 2014-15 Net Assessed Secondary Value	State of Arizona	Percent Increase/(Decrease) From 2014-15 Net Assessed Secondary Value
2015-16	\$1,129,008,207	(1.66%)	\$34,757,248,783	(0.92%)	\$54,838,548,829	(0.93%)

#### Fiscal Years 2010-11 to 2014-15 Changes in Net Assessed Secondary Values

Fiscal Year	City of Glendale	Percent Change	Maricopa County	Percent Change	State of Arizona	Percent Change
2014-15	\$1,148,164,650	9.26%	\$35,079,646,593	8.84%	\$55,352,051,074	5.24%
2013-14	1,050,893,890	(8.56%)	32,229,006,810	(6.31%)	52,594,377,492	(6.54%)
2012-13	1,149,264,817	(12.51%)	34,400,455,716	(11.25%)	56,271,814,583	(8.80%)
2011-12	1,313,557,625	(25.09%)	38,760,296,714	(22.02%)	61,700,292,915	(18.43%)
2010-11	1,753,569,411	(17.71%)	49,707,952,123	(14.35%)	75,643,290,656	(12.59%)

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract of the Assessment Roll*, State of Arizona Department of Revenue.

**City Net Assessed Valuation and Estimated Net Full Cash Value Comparison**

The following tables indicate (a) for fiscal year 2015-16, the ratio between Net Assessed Limited Property Value and estimated Net Full Cash Value for the City, utilizing new constitutional and statutory property valuation requirements, and (b) for fiscal years 2011-12 through 2014-15, the ratio between Net Assessed Secondary Values and estimated Net Full Cash Values for the City, using the then-applicable but now-replaced Net Assessed Secondary Values of the City. As used herein, “Estimated Net Full Cash Value” is the Full Cash Value net of the estimated Full Cash Value of property exempt from taxation.

**Fiscal Year 2015-16  
Ratio Between Net Assessed Limited Property Value and Estimated Net Full Cash Value**

<u>Fiscal Year</u>	<u>Net Assessed Limited Property Value</u>	<u>Estimated Net Full Cash Value (a)</u>	<u>Percent of Net Assessed Limited Property Value to Estimated Net Full Cash Value</u>
2015-16	\$1,129,008,207	[\$9,393,804,446]	12.02%

**Fiscal Years 2010-11 to 2014-15  
Ratio Between Net Assessed Secondary Values and Estimated Net Full Cash Values (a)**

<u>Fiscal Year</u>	<u>Net Assessed Secondary Value</u>	<u>Estimated Net Full Cash Value (b)</u>	<u>Percent of Net Assessed Secondary Value to Estimated Net Full Cash Value</u>
2014-15	\$1,148,164,650	\$9,500,554,715	12.09%
2013-14	1,050,893,890	8,460,156,933	12.42%
2012-13	1,149,264,817	9,079,552,277	12.66%
2011-12	1,313,557,625	10,332,582,284	12.71%
2010-11	1,753,569,411	13,531,334,149	12.96%

(a) Full Cash Value net of the estimated value of property exempt from taxation.

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract of the Assessment Roll*, Arizona Department of Revenue.

**Net Assessed Valuation by Property Classification**

The following tables are shown to indicate (a) for fiscal year 2015-16, the Net Assessed Limited Property Values by property classification for the City, utilizing new constitutional and statutory property valuation requirements, and (b) for fiscal years 2010-11 through 2014-15, the Net Assessed Secondary Values by property classification for the City, using the then-applicable but now-replaced Net Assessed Secondary Values.

**Fiscal Year 2015-16  
Net Assessed Limited Property Values by Property Classification**

<b>Property Classification</b>	<b>2015-16 Net Assessed Limited Property Value</b>	<b>2015-16 Percent of Total</b>
Mining, Utilities, Commercial	\$385,851,099	34.18%
Agricultural & Vacant	34,836,064	3.09
Owner Occupied	504,560,952	44.69
Rented Residential, Residential Common Areas	198,564,493	17.59
Railroad, Private Car Companies, Flight Properties	3,371,856	0.30
Noncommercial Historic, Foreign Trade Zones	1,821,456	0.16
Improvements on federal, state, county or municipal property	2,287	0.00
	<u>\$1,129,008,207</u>	<u>100.00%</u>

**Fiscal Years 2010-11 through 2014-15  
Net Assessed Secondary Values by Property Classification**

<b>Property Classification</b>	<b>Net Assessed Secondary Value</b>				
	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Mining, Utilities, Commercial	\$705,183,990	\$523,112,818	\$457,931,612	\$399,921,841	\$388,607,342
Agricultural & Vacant	82,019,663	51,691,663	34,511,646	29,886,641	38,792,733
Owner Occupied	752,539,243	570,472,083	508,535,638	452,907,081	515,232,088
Rented Residential, Residential Common Areas	207,240,186	161,780,917	141,682,436	162,535,615	200,044,976
Railroad, Private Car Companies, Flight Properties	4,353,016	4,054,796	4,178,098	3,346,730	3,629,388
Noncommercial Historic, Foreign Trade Zones	2,233,313	2,441,900	2,422,240	2,293,330	1,855,942
Improvements on federal, state, county or municipal property	0	3,447	3,145	2,650	2,179
	<u>\$1,753,569,411</u>	<u>\$1,313,557,625</u>	<u>\$1,149,264,817</u>	<u>\$1,050,893,890</u>	<u>\$1,148,164,650</u>

Source: *Abstract of the Assessment Roll*, Arizona Department of Revenue.

## Net Assessed Property Values of Major Taxpayers

The tables shown indicate (a) for fiscal year 2015-16, the major property taxpayers located within the City, an estimate of their 2015-16 Net Assessed Limited Property Value, utilizing new constitutional and statutory property valuation requirements, and their relative proportion of the total Net Assessed Limited Property Value for the City, and (b) for fiscal year 2014-15, the major property taxpayers located within the City, an estimate of their 2014-15 Net Assessed Secondary Value and their relative proportion of the total Net Assessed Secondary Value for the City using the then-applicable but now-replaced Net Assessed Secondary Values.

### Fiscal Year 2015-16 Major Taxpayers [TO BE UPDATED BY RBC]

<u>Taxpayer (a)</u>	<u>Type of Property</u>	<u>2015-16 Net Assessed Limited Property Values</u>	<u>As % of City's Net Assessed Limited Property Values</u>
Arizona Public Service Company	Electric Utility		
VHS of Arrowhead Inc.	Health Care		
Arrowhead Towne Center LLC	Shopping Center		
Thunderbird School of Global Management (b)	Education		
Wal-Mart Stores Inc.	Retail		
Qwest Corporation	Telecommunications		
New Westgate LLC	Office Buildings		
JQH-Glendale AZ Development LLC	Hotel		
Southwest Gas Corporation (T&D)	Gas Utility		
Stadium Development LLC	Developer		
	TOTAL		

### Fiscal Year 2014-15 Major Taxpayers

<u>Taxpayer (a)(b)</u>	<u>Type of Property</u>	<u>2014-15 Net Assessed Secondary Valuation</u>	<u>As % of City's Net Assessed Secondary Valuation</u>
Arizona Public Service Company	Electric Utility	\$17,899,515	1.56%
VHS of Arrowhead Inc.	Health Care	11,534,968	1.00
Arrowhead Towne Center LLC	Shopping Center	9,624,526	0.84
Thunderbird School of Global Management (c)	Education	7,588,400	0.66
Wal-Mart Stores Inc.	Retail	7,180,160	0.63
Qwest Corporation	Telecommunications	6,421,764	0.56
New Westgate LLC	Office Buildings	6,079,476	0.53
JQH-Glendale AZ Development LLC	Hotel	5,700,000	0.50
Southwest Gas Corporation (T&D)	Gas Utility	4,852,106	0.42
Stadium Development LLC	Developer	4,436,709	0.39
	TOTAL	\$81,317,624	7.08%

- (a) The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If SRP elected not to make such contributions, the City would be required to contribute funds from other sources or levy an increased tax rate on all other taxable property to provide sufficient amounts to make timely payment of debt service on the Bonds. If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, neither the Treasurer of the County nor the City have any recourse against the property of SRP.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election and contribution. The Fiscal Year 2015-16 in lieu assessed valuation of SRP within the City is \$14,834,262, which represents approximately 1.05% of the combined secondary assessed value in the City. SRP's total estimated contribution in lieu of property tax payments is approximately \$13,150,808 for Fiscal Year 2014-15.

- (b) Some of these taxpayers or their parent companies are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, NY 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at <http://www.sec.gov>. None of the City, the Financial Advisor, Bond Counsel, Underwriters' Counsel, or the Underwriters examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.
- (c) As of December 30, 2014, Thunderbird was acquired by Arizona State University and, as such, may no longer be subject to property taxation.

Source: Maricopa County Treasurer's Office.

**Record of Real and Secured Property Taxes Levied and Collected [TO BE UPDATED BY RBC]**

Property taxes are levied and collected on property within the City and certified to by the Treasurer of the County on behalf of the City. The following table sets forth the tax collection record of the City for the current fiscal year and past five fiscal years.

Fiscal Year	Tax Levy(c)	Collected to June 30 End of Tax Fiscal Year (a)		Total Collections (b)	
		Amount	Percent of Tax Levy	Amount	Percent of Tax Levy
2015-16	\$ _____	(d)	(d)	\$ _____	_____%
2014-15	24,429,111	\$ _____	_____%	_____	_____%
2013-14	23,942,746	23,490,204	98.11%	_____	_____%
2012-13	21,840,578	21,295,512	97.50%	_____	_____%
2011-12	20,787,346	20,089,536	96.64%	_____	_____%
2010-11	27,534,316	26,469,260	96.13%	_____	_____%

- (a) Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment is due the first day of October and becomes delinquent on November 1; interest on delinquent November installments is waived if the full tax year's taxes are paid in full by December 31 of such tax year. The second installment becomes due the first day of the subsequent March and is delinquent on May 1. Interest at the rate of 16% per annum, which is prorated at a monthly rate of 1.33%, attaches on first and second installments following their delinquent dates. Penalties for delinquent payments are not included in the above collection figures, but are deposited in the County's General Fund.
- (b) Reflects collections made through \_\_\_\_\_, 2016, against current and prior levies.
- (c) Tax levy amount shown is based on the original levy set by the County and does not reflect adjustments.
- (d) In the process of collection.

Source: Maricopa County Treasurer's Office.



## Tax Rate Data

The tax rates provided below reflect the total property tax rate levied by the City. As such, the rates are the sum of the tax rate for debt service payments and the tax rate for all other purposes. For fiscal year 2015-16, the tax rates are based on the Net Assessed Limited Property Value of the City, utilizing new constitutional and statutory property valuation requirements. For prior years, the primary tax was based on the Net Assessed Primary Value within the City and the secondary tax was based on the Net Assessed Secondary Value within the District.

<b>Fiscal Year</b>	<b>City's Primary Tax Rate Per \$100 Assessed</b>	<b>City's Secondary Tax Rate Per \$100 Assessed</b>	<b>City's Total Tax Rate Per \$100 Assessed</b>
2015-16	\$0.4898	\$1.7067	\$2.1965
2014-15	0.4896	1.6605	2.1501
2013-14	0.4974	1.7915	2.2889
2012-13	0.2252	1.6753	1.9005
2011-12	0.2252	1.3699	1.5951
2010-11	0.2252	1.3699	1.5951

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

## Debt Limitation

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, sewer, light, parks and open space, transportation and public safety purposes may not exceed 20% of a city's Net Assessed Limited Property Value, nor may outstanding general obligation bonded debt for all other purposes exceed 6% of a city's Net Assessed Limited Property Value. In the following computation of the City's borrowing capacity, general obligation bonds that are to be supported from enterprise funds are included in the appropriate category.

<b>Water, Sewer, Light, Parks and Open Space, Transportation and Public Safety Purpose Bonds</b>		<b>All Other General Obligation Bonds</b>	
20% Constitutional Limitation	\$225,801,641	6% Constitutional Limitation	\$67,740,492
Direct General Obligation Bonds Outstanding	<u>146,385,000*</u>	Direct General Obligation Bonds Outstanding	<u>10,630,000*</u>
Unused 20% Limitation Borrowing Capacity	<u>\$79,416,641*</u>	Unused 6% Limitation Borrowing Capacity	<u>\$57,110,492*</u>

\* Preliminary, subject to change.

## Outstanding Bonded Indebtedness

The following table lists the outstanding General Obligation Bonds for the City.

### Direct General Obligation Bonded Debt

<b>Purpose</b>	<b>Year Issued</b>	<b>Original Amount</b>	<b>Outstanding Portion Subject to 6% Limit (a)</b>	<b>Outstanding Portion Subject to 20% Limit (a)</b>	<b>Total Principal Outstanding (b)</b>
Various Purpose	2003	\$66,400,000	None	\$4,335,000	\$4,335,000
Various Purpose	2006	29,365,000	None	4,250,000	4,250,000
Various Purpose	2007	61,000,000	None	12,895,000	12,895,000
Various Purpose	2009	41,650,000	None	35,155,000	35,155,000
Refunding Bonds	2010	38,300,000	None	30,180,000	30,180,000
Refunding Bonds	2015	39,490,000	None	39,490,000	39,490,000
Existing Direct General Obligation Bonded Debt			None	\$126,305,000	\$126,305,000
Plus: The Bonds					30,710,000*
Total Direct General Obligation Bonded Debt					<u>\$157,015,000*</u>

(a) See "Debt Limitation" above.

(b) After the sale and delivery of the Bonds, the City will have \$332,129,054\* principal amount of authorized but unissued general obligation bonds remaining for various non-enterprise purposes. The City reserves the privilege of issuing bonds or other securities at any time legal requirements are satisfied.

### Outstanding Water and Sewer Revenue Bonded Debt

The following table lists the outstanding Water and Sewer Revenue Bonds for the City, which are secured by and payable from revenues of the City's Water and Sewer Enterprise Fund.

<b>Purpose</b>	<b>Year Issued</b>	<b>Original Amount</b>	<b>Total Principal Outstanding</b>
Water and Sewer Obligations	2007	\$44,500,000	\$4,325,000
Water and Sewer Obligations	2008	65,500,000	8,860,000
Water and Sewer Obligations	2010	25,685,000	25,685,000
Water and Sewer Obligations	2012	77,635,000	71,620,000
Water and Sewer Obligations	2015	121,245,000	121,245,000
Total Water and Sewer Revenue Bonded Debt			<u>\$231,735,000</u>

### Outstanding Street and Highway User Revenue Bonded Debt

The following table lists the outstanding Street and Highway Bonds for the City, which are secured by and payable from certain street and highway revenues distributed by the State.

<b>Purpose</b>	<b>Year Issued</b>	<b>Original Amount</b>	<b>Total Principal Outstanding</b>
Street & Highway User Revenue Bonds	2006	\$15,745,000	\$1,895,000
Total Street and Highway User Revenue Bonded Debt			<u>\$1,895,000</u>

**Outstanding Transportation Excise Tax Revenue Bonded Debt**

The following table lists the outstanding Transportation Excise Tax Revenue Obligations for the City, which are secured by and payable from a special sales tax levy for transportation purposes only.

<b>Purpose</b>	<b>Year Issued</b>	<b>Original Amount</b>	<b>Total Principal Outstanding</b>
Transportation Excise Tax Revenue Obligations	2007	\$109,110,000	\$25,655,000
Transportation Excise Tax Revenue Refunding Obligations	2015	55,635,000	55,340,000
<b>Total Transportation Excise Tax Revenue Bonded Debt</b>			<b>\$80,995,000</b>

**Outstanding Excise Tax Revenue Bonded Debt**

The following table lists the outstanding Excise Tax debt obligations for the City, which are secured by and payable from the City's general sales taxes paid to the General Fund.

<b>Purpose</b>	<b>Year Issued</b>	<b>Original Amount</b>	<b>Total Principal Outstanding</b>
<i>Senior Lien Excise Tax Bonds</i>			
Senior Lien Bonds (Taxable Series 2003B)	2003	\$105,260,000	\$1,480,000
Senior Lien Bonds (Series 2008A)	2008	32,315,000	31,980,000
Senior Lien Bonds (Series 2008B)	2008	52,780,000	47,490,000
Senior Lien Bonds (Series 2012A)	2012	8,665,000	8,665,000
Senior Lien Refunding Bonds (Series 2012B)	2012	39,620,000	39,620,000
Senior Lien Refunding Bonds (Series 2015A)	2015	100,430,000	100,430,000
Senior Lien Refunding Bonds (Series 2015B)	2015	13,700,000	13,700,000
<i>Total Senior Lien Excise Tax Bonds</i>			<i>\$243,365,000</i>
<i>Subordinate Lien Excise Tax Bonds</i>			
Subordinate Lien Refunding Bonds (Series 2003D)	2003	7,250,000	7,250,000
Subordinate Lien Refunding Bonds (Series 2012C)	2012	183,405,000	183,405,000
Subordinate Lien Refunding Bonds (Taxable Series 2012D)	2012	16,850,000	6,485,000
<i>Total Subordinate Lien Excise Tax Bonds</i>			<i>\$197,140,000</i>
<b>Total Other Excise Tax Revenue Bonded Debt</b>			<b>\$440,505,000</b>

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**Annual Debt Service Requirements of General Obligation Bonded Debt Outstanding (a)**

The following table lists the annual debt service requirements of the City’s outstanding general obligation debt.

<b>Fiscal Year Ending</b>	<b>Outstanding General Obligation Debt Service Requirements*</b>		<b>Direct Payments (b)</b>	<b>Plus: The Bonds</b>		<b>General Obligation Requirements* (d)</b>
	<b>Principal</b>	<b>Interest</b>		<b>Principal*</b>	<b>Interest (c)</b>	
2016	\$18,460,000	\$5,557,128	\$(573,097)			
2017	15,130,000	4,868,988	(549,918)			
2018	13,990,000	4,239,625	(525,001)			
2019	14,365,000	3,695,950	(497,836)			
2020	14,960,000	3,068,225	(468,271)			
2021	15,580,000	2,419,875	(437,756)			
2022	12,930,000	1,751,106	(405,419)			
2023	2,300,000	1,143,869	(371,128)			
2024	2,375,000	1,031,744	(334,749)			
2025	2,460,000	910,025	(295,258)			
2026	2,550,000	777,800	(252,357)			
2027	2,645,000	637,550	(206,853)			
2028	2,745,000	488,769	(158,581)			
2029	2,850,000	334,363	(108,484)			
2030	2,965,000	170,488	(55,315)			

- (a) Rows may not add due to rounding.
- (b) Reflects payments anticipated to be received by the City from the United States Treasury (the “Direct Payments”) in association with the Series 2010B Bonds. These bonds were issued as “Build America Bonds,” for which Direct Payments equal to 35% of the interest payments on such bonds are expected to be made by the federal government, subject to any reductions in such amounts made by the federal government. In federal fiscal year 2012-13 and each subsequent fiscal year to date, the federal government has reduced the Direct Payments and it is expected that such reductions will continue in the current and future years until altered by the federal government.
- (c) The first interest payment date is July 1, 2016\*. Interest is estimated.
- (d) Does not reflect amounts held in reserve in the City’s Debt Service Fund, which are restricted to only being used to pay debt service on the City’s General Obligation Bonds. As of \_\_\_\_\_, 2016, such amounts were \$\_\_\_\_\_ million (unaudited).

\* Preliminary, subject to change.

## Net Direct and Overlapping General Obligation Bonded Debt

Overlapping bonded debt figures were compiled from information obtained from the Treasurer of the County and individual jurisdictions. A breakdown of each overlapping jurisdiction's applicable general obligation bonded debt, Net Assessed Limited Property Value and combined tax rate per \$100 of Net Assessed Limited Property Value follows. Outstanding bonded debt is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each municipality's Net Assessed Limited Property Value which lies within the City's boundaries (see the "Approximate Percent" column below) was derived from information obtained from the Treasurer of the County.

Direct and Overlapping Jurisdiction	2015-16 Net Assessed Limited Property Value	Net Outstanding Bonded Debt (a)	Proportion Applicable to the City		2015-16 Combined Tax Rate Per \$100 Assessed (b)
			Approx. Percent	Amount	
State of Arizona	\$54,838,548,829	None	2.05%	None	\$0.5054(c)
Maricopa County	34,623,670,323	None	3.26%	None	2.0294(d)
Maricopa Community College District	34,623,670,323	\$593,820,000	3.26%	\$19,363,275	1.4940
Western Maricopa Education Center (West-Mec)	12,790,483,748	72,995,000	8.46%	6,177,154	0.0698
Washington Elementary School District No. 6	1,102,587,408	63,665,000	2.57%	1,636,846	5.7876
Glendale Elementary School District No. 40	247,931,010	19,390,000	99.19%	19,233,566	5.8421
Alhambra Elementary School District No. 68	263,982,473	None	18.52%	None	7.5285
Litchfield Elementary School District No. 79	661,374,248	42,475,000	0.11%	48,801	3.8352
Pendergast Elementary School District No. 92	267,608,181	30,220,000	26.84%	8,112,273	6.8808
Peoria Unified School District No. 11	1,475,721,803	226,970,000	19.86%	45,086,333	7.7757
Dysart Unified School District No. 89	1,105,193,855	160,327,000	0.08%	127,408	6.6768
Deer Valley Unified School District No. 97	2,206,516,556	189,410,000	20.01%	37,897,911	6.3240
Glendale Union High School District No. 205	1,350,518,418	102,665,000	20.31%	20,850,373	4.4561
Phoenix Union High School District No. 210	4,206,507,891	278,960,000	1.16%	3,242,690	4.9571
Tolleson Union High School District No. 214	937,650,210	35,800,000	7.66%	2,742,772	4.0051
Agua Fria Union High School District No. 216	976,335,529	51,855,000	0.08%	40,358	3.2667
<b>City of Glendale (e)</b>	<b>1,129,008,207</b>	<b>\$157,015,000*</b>	<b>100.00%</b>	<b>157,015,000*</b>	<b>2.1965</b>
Total Net Direct and Overlapping General Obligation Bonded Debt				<b><u>\$321,613,785*</u></b>	

(a) Includes general obligation bonds outstanding less general obligation bonds supported from enterprise revenues. Does not include the Salt River Project Agricultural Improvement and Power District general obligation bonded debt. Such debt has been refunded in advance of maturity and is secured for payment by government securities held in an irrevocable trust.

\* Preliminary, subject to change.

Also does not include the obligation of the Central Arizona Water Conservation District (“CAWCD”) to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project (“CAP”), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April of 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD’s obligation for substantially all of the CAP features that have been constructed so far will be set at \$1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the \$1.646 billion repayment obligation, 73% is interest bearing and the remaining 27% is non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona’s Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD’s boundaries. At the date of this Official Statement, the tax levy is limited to fourteen cents per \$100 of secondary assessed valuation, of which fourteen cents is being currently levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

The following table lists general obligation bonds that are authorized, but unissued, for each of the overlapping jurisdictions.

<u>Jurisdiction</u>	<u>Authorized But Unissued General Obligation Bonds</u>
City of Glendale	\$332,129,054*
Washington Elementary School District No. 6	35,000,000
Glendale Elementary School District No. 40	9,200,000
Litchfield Elementary School District No. 79	29,000,000
Peoria Unified School District No. 11	82,800,000
Dysart Unified School District No. 89	67,960,000
Deer Valley Unified School District No. 97	133,315,000
Glendale Union High School District No. 205	70,000,000
Phoenix Union High School District No. 210	95,000,000

- (b) The combined tax rate includes the tax rate for debt service payments, which is based on the secondary assessed valuation of the entity and the tax rate for all other purposes such as maintenance and operation and capital outlay which is based on the primary assessed valuation of the entity.
- (c) Includes the “State Equalization Assistance Property Tax.” The State Equalization Assistance Property Tax in fiscal year 2015-16 has been set at \$0.5054 and is adjusted annually pursuant to Arizona Revised Statutes Section 41-1276. The monies received from this tax are distributed to school districts in the State.
- (d) The tax rate includes the \$1.3609 county tax rate, the \$0.1392 tax rate of the Maricopa County Flood Control District, the \$0.0556 tax rate of the Maricopa County Free Library District, the \$0.1400 tax rate of the CAP, the \$0.3021 tax rate of the County’s Special Health Care District and the \$0.0116 tax rate for the County’s contribution to fire districts. It should be noted that the County Flood Control District does not levy taxes on real property.
- (e) Includes outstanding general obligation debt as of October 30, 2015; does not include outstanding bonds and obligations issued by the City and payable from revenue sources other than property taxes.

\* Preliminary, subject to change.

**Net Direct and Overlapping General Obligation Bonded Debt Ratios**

The City’s direct and overlapping general obligation bonded debt as described in above table is shown below on a per capita basis and as a percent of the City’s Net Assessed Limited Property Value and estimated Net Full Cash Value. As used herein, “Estimated Net Full Cash Value” is the Full Cash Value net of the estimated Full Cash Value of property exempt from taxation.

	Per Capita Net Debt (Pop. @ 234,766 (a))	As Percent of City’s 2015-16	
		Net Assessed Limited Property Value (\$1,129,008,207)	Estimated Net Full Cash Value (\$9,393,804,446)
Net Direct General Obligation Bonded Debt (\$157,015,000*)	\$668.81 *	13.90% *	1.67% *
Net Direct and Overlapping General Obligation Bonded Debt (\$321,613,785*) (b)	\$1,369.93 *	28.48% *	3.42% *

(a) The population count is provided by the City of Glendale Planning Department. See “POPULATION STATISTICS” table on page A-1.

(b) Overlapping debt from “DIRECT AND OVERLAPPING GENERAL OBLIGATION BONDED DEBT” table on page A-27.

Source: City of Glendale, Maricopa County Treasurer’s Office

**OTHER INDEBTEDNESS AND OBLIGATIONS**

**Lease Purchase Financing**

The City has entered into lease-purchase agreements for the acquisition of vehicles, landfill equipment, computer equipment and other equipment. These agreements are renewable annually at the option of the City, with payments due thereunder to be annually budgeted and encumbered in the City’s General Fund, or in the case of certain sanitation equipment, in the Sanitation Enterprise Fund. Assuming that these agreements are not terminated or prepaid, the City’s annual budget requirements to service these agreements would be as follows:

**Lease-Purchase Agreements  
City of Glendale, Arizona**

Fiscal Year	Annual Capital Lease Requirements
2016	\$53,565
2017	2,020
2018	2,020
2019	1,178
Total Minimum Lease Payments	58,783
Less: Amount Representing Interest	(2,273)
Present Value of Net Minimum Lease Payments	\$56,510

Source: City Finance Department.

As stated in Note XI in Appendix D – “AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE CITY OF GLENDALE, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2015”, the City has other obligations in the amount of [\$15,166,000] outstanding as of June 30, 2015.

\* Preliminary, subject to change.

## PENSION AND RETIREMENT PLANS

### Employee Retirement Systems and Pension Plans and Other Post-Employment Benefits

The City contributes to three separate State owned and managed defined benefit pension plans for the benefit of all full-time employees and elected officials, of which two of the plans are described below. **Please refer to “Note XVII” of Appendix D hereto for a more detailed description of these plans and the City contributions to the various plans.**

*The Arizona State Retirement System (“ASRS”), a cost-sharing, multiple employer defined benefit plan, has reported increases in its unfunded liabilities. The most recent annual reports for the ASRS may be accessed at: <https://www.azasrs.gov/content/annualreports>. The increase in ASRS’ unfunded liabilities is expected to result in increased future annual contribution to ASRS by the City and its employees.*

For the year ended June 30, 2014, active ASRS members and the City were each required by statute to contribute at the actuarially determined rate of 11.54% (11.30% for retirement and for health insurance premiums, and 0.24% long-term disability) of the members’ annual covered payroll. The annual contribution for the fiscal year ending June 30, 2015 is 11.60% (11.48% retirement pension and health insurance premiums, 0.12% long-term disability). The annual contribution rate for the fiscal year ending June 30, 2016 is 11.47% (11.35% retirement pension and health insurance premiums, 0.12% long-term disability). The City’s employer contributions to ASRS for the years ended June 30, 2015, 2014, and 2013 were \$6.0 million, \$6.3 million, and \$6.3 million, respectively, which were equal to the required contributions for the year. The City’s employee contributions to ASRS were equal to the employers required contributions.

Additionally, other enacted State legislation made changes to how ASRS operates, effective July 1, 2011, which includes requiring employers to pay an alternative contribution rate for retired employees of ASRS that return to work, changing the age at which an employee can retire without penalty based upon years of service, limiting permanent increases in retirement benefits and establishing a Defined Contribution and Retirement Study Committee (as defined in the legislation) that will review the feasibility and cost to changing the current defined benefit plan to a defined contribution plan.

*The Arizona Public Safety Personnel Retirement System (“PSPRS”), an agent multiple-employer defined benefit plan that covers public safety personnel who are regularly assigned to hazardous duties, for which the Arizona State Legislature establishes and may amend active plan members’ contribution rate, has reported increases in its unfunded liabilities. The most recent annual reports for the PSPRS may be accessed at [http://www.psprs.com/sys\\_psprs/AnnualReports/cato\\_annual\\_rpts\\_psprs.htm](http://www.psprs.com/sys_psprs/AnnualReports/cato_annual_rpts_psprs.htm). The increase in the PSPRS’s unfunded liabilities is expected to result in increased future annual contributions to PSPRS by the City and its employees, however the specific impact on the City, or on the City’s and its employees’ future annual contributions to the PSPRS, cannot be determined at this time.*

For the year ended June 30, 2015, active PSPRS members were required by statute to contribute 11.05% of the members’ annual covered payroll, and the City was required to contribute at the actuarially determined rate of 25.21% for fire and 30.67% for police, the aggregate of which is the actuarially required amount. The PSPRS ACR rates for both Fire and Police were 17.07%. The health insurance premium portion of the contribution for fire and police members was computed as \$125 and \$280 for the year ended June 30, 2013, respectively.

Under PSPRS for the fiscal year ending June 30, 2016, the employee contribution rate is set by statute at and calculated at the lesser of 11.65%; or 33.3% of the sum of the member’s contribution rate from the preceding fiscal year, plus the aggregate computed employer contribution rate; subject to a minimum employee contribution rate of 7.65%. The employer contribution rates are based upon an actuarial valuation. In addition, the City is required to pay an Alternate Contribution Rate for any PSPRS member who returns to work after July 20, 2011 and is required to participate in another state retirement system.

The City’s PSPRS rate for police for the fiscal year ending June 30, 2016 is 36.41% (includes [1.47%] associated with the health insurance premium benefit component). The City’s PSPRS rate for fire for the fiscal year ending June 30, 2015 is 31.46% (includes [1.17%] associated with the health insurance premium benefit component).

It should be noted that the PSPRS Board of Directors has adopted a three year contribution rate phase-in associated with the Arizona Supreme Court decision which determined that the reduction in the permanent benefit



increase enacted by the State Legislature in 2011 (Senate Bill 1609) is unconstitutional. Had this contribution rate phase-in been adopted by the Council, the employer contribution rate for fiscal year ending 2016 would have been set at 34.01% for police and 28.99% for fire. Glendale City Council chose to contribute at the higher “no phase-in” contribution rates. Other litigation relating to the 2011 legislation remains outstanding. If the ultimate outcome overturns additional portions of the legislation, there will be further adverse impacts on the funded ration and the actuarially determined contribution rates.

*New Reporting Requirements.* Governmental Accounting Standards Board (“GASB”) Statement No. 67, Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25, is designed to improve financial reporting by state and local governmental pension plans. This statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria.

### **Other Post-Employment Benefits**

In fiscal year 2007-08, the City implemented GASB Statement No. 45, Accounting by Employers for Post-Employment Benefits Other than Pensions (“GASB 45”), which requires reporting the actuarially accrued cost of post-employment benefits, other than pension benefits (“OPEB”), such as health and life insurance for current and future retirees. Plan benefits covered by GASB 45 must be recognized as current costs over the working lifetime of employees, and to the extent such costs are not pre-funded, the reporting of such costs as a financial statement liability.

The City is not required to provide post-employment benefits other than pension benefits. However, the City does allow all of its retired employees to participate in the health care and life insurance plan provided to active employees, and at the same rates as active employees. Prior to June 30, 2014, the City also subsidized the cost of such participation by retirees and their family members. Beginning July 1, 2014, the City eliminated this provision and no longer pays any portion of the retiree or their family members’ premiums. As such, the City has no direct cash outlay for OPEB, but does incur an implicit rate subsidy by allowing retirees and their family members to access the plans at the same rate as active employees. The City engaged an actuary to perform calculations of the City’s liability with respect to its OPEB liability. In its report dated September 22, 2014, the actuary determined that the City’s liability for other post-employment benefits that Governmental Accounting Standards Board Statement 45 requires the City to include in its comprehensive annual financial statement balance sheet was approximately \$65.8 million at June 30, 2014, which includes amortization of the unfunded \$69.5 million actuarial liability over 30 years.

## **OTHER FINANCIAL MATTERS**

### **Insurance**

In January 1987, the City Council established a risk management fund for torts; theft of, damage to and destruction of assets; errors and omissions; and natural disaster. The City’s risk management fund purchases commercial insurance for property, aviation, Inland Marine, errors and omissions, boiler and machinery, special events and vehicle property damage. The risk management fund was fully self-insured through June 30, 1998, for tort liability loss. Effective July 1, 1998, the City purchased excess public entity liability insurance with \$1 million of self-insurance retention for claims incurred on or after July 1, 1998.

City Funds receiving insurance coverage pay monthly premiums to the risk management fund based upon an actuarial review. Premium payments to insurance carriers are made directly from the risk management fund. There have been no settlements paid in excess of insurance in any of the past three years nor has insurance coverage been significantly reduced in recent years.

On July 1, 1994, the City established a workers’ compensation fund for work-related injuries to employees. The workers’ compensation fund provides coverage up to a maximum of \$500 for each workers’ compensation claim and purchases commercial insurance for claims in excess of \$500. City Funds receiving insurance coverage pay monthly premiums to the workers’ compensation fund based upon a budget model taking into consideration prior loss experience, staffing level, and the National Council on Compensation insurance workers’ compensation manual rates. Premium payments to insurance carriers are made directly from the workers’ compensation fund. There have been no settlements paid in excess of insurance in any of the past three years. See Appendix D – “AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE CITY OF GLENDALE, ARIZONA OF THE FISCAL YEAR ENDED JUNE 30, 2015”, Note VII.B for further information.

In the fall of 2012, the internal auditor of the city performed an audit on the Risk Management and Workers Compensation trust funds. The audit noted some payments out of the trust funds that may not have been appropriate uses of the trust funds. The City Manager met with City Council to detail all findings in the audit in December, 2012. Subsequently, management addressed all of the audit findings and presented those results to the Council in two meetings, November 19, 2013 and June 4, 2014. Currently, the Risk Management and Workers Compensation Funds are above the 55% confidence level.

FORM OF OPINION OF BOND COUNSEL

Tax-Exempt Bonds

[Closing Date]

Mayor and Council of the  
City of Glendale, Arizona

Re: City of Glendale, Arizona General Obligation Refunding Tax-Exempt Bonds, Series 2016A

We have examined copies of the proceedings of the Mayor and Council of the City of Glendale, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned bonds (the "Tax-Exempt Bonds"), described more particularly as follows:

\$20,080,000\*  
City of Glendale, Arizona  
General Obligation Bonds,  
Series 2016A

Dated the Date Hereof

Bearing interest (payable July 1, 2016\*, and semiannually thereafter on January 1 and July 1) at the rate per annum, and maturing on July 1 of each year, in the years and amounts, as follows:

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Tax-Exempt Bonds pursuant to the Constitution and laws of the State of Arizona now in force and that the Tax-Exempt Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax without limitation as to rate or amount.

Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the last sentence of this paragraph, interest on the Tax-Exempt Bonds is excludable from the gross income of the owners thereof for federal income tax purposes. Under existing statutes, regulations, rulings and court decisions, interest on the Tax-Exempt Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Tax-Exempt Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Tax-Exempt Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain

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\* Preliminary, subject to change.

corporations. The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the City must continue to meet after the issuance of the Tax-Exempt Bonds in order that interest on the Tax-Exempt Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Ordinance No. \_\_\_\_\_ New Series, adopted by the Mayor and Council of the City on December 8, 2015 (the “Ordinance”), to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. (Subject to the same limitations in the penultimate paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Tax-Exempt Bonds. In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Tax-Exempt Bonds in order that interest on the Tax-Exempt Bonds not be included in gross income for federal tax purposes.

In rendering the foregoing opinions, we have assumed and relied upon compliance with the City’s covenants and the accuracy, including with respect to the application of the proceeds of the Tax-Exempt Bonds which we have not independently verified, of the City’s representations and certifications contained in the transcript. The accuracy of those representations and certifications, and the City’s compliance with those covenants, may be necessary for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal and State income tax purposes and for certain of the other tax effects stated above. Failure to comply with certain requirements subsequent to issuance of the Tax-Exempt Bonds could cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Tax-Exempt Bonds.

The rights of the holders of the Tax-Exempt Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights. The enforcement of those rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

## **Taxable Bonds**

[Closing Date]

Mayor and Council of the  
City of Glendale, Arizona

Re: City of Glendale, Arizona General Obligation Bonds, Taxable Series 2016B

We have examined copies of the proceedings of the Mayor and Council of the City of Glendale, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned bonds (the "Taxable Bonds"), described more particularly as follows:

\$10,630,000\*  
City of Glendale, Arizona  
General Obligation Bonds,  
Taxable Series 2016B

Dated the Date Hereof

Bearing interest (payable July 1, 2016\*, and semiannually thereafter on January 1 and July 1) at the rate per annum, and maturing on July 1 of each year, in the years and amounts, as follows:

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Taxable Bonds pursuant to the Constitution and laws of the State of Arizona now in force and that the Taxable Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax without limitation as to rate or amount.

Under existing statutes, regulations, rulings and court decisions, interest on the Taxable Bonds is exempt from taxation under the laws of the State of Arizona. We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Taxable Bonds.

In rendering the foregoing opinions, we have assumed and relied upon compliance with the City's covenants and the accuracy, including with respect to the application of the proceeds of the Taxable Bonds which we have not independently verified, of the City's representations and certifications contained in the transcript.

The rights of the holders of the Taxable Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of those rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

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\* Preliminary, subject to change.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

**CITY OF GLENDALE  
CONTINUING DISCLOSURE UNDERTAKING  
FOR THE PURPOSE OF PROVIDING  
CONTINUING DISCLOSURE INFORMATION  
UNDER SECTION (B)(5) OF RULE 15C2-12**

This Continuing Disclosure Undertaking (this “Undertaking”) is executed and delivered by the City of Glendale, Arizona (the “City”) in connection with the issuance of its General Obligation Bonds, Series 2016A (the “Tax-Exempt Bonds”) and General Obligation Bonds, Taxable Series 2016B (the “Taxable Bonds” and together with the Tax-Exempt Bonds, the “Bonds”). The Bonds are being issued pursuant to the City’s Ordinance No. \_\_\_\_ New Series adopted on February 23, 2016 (the “Ordinance”).

The City covenants and agrees as follows:

1. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. Definitions. The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“Annual Information” means the financial information and operating data set forth in Exhibit I.

“Annual Information Disclosure” means the dissemination of disclosure concerning Annual Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

“Audited Financial Statements” means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

“Commission” means the Securities and Exchange Commission.

“Dissemination Agent” means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” means the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. As of the date of this Undertaking, information regarding submissions to EMMA is available at <http://emma.msrb.org/submission>.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Listed Event” means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

“Listed Events Disclosure” means dissemination of a notice of a Listed Event as set forth in Section 5.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” means each broker, dealer or municipal securities dealer acting as an Underwriter in the primary offering of the Bonds.

“Rule” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“State” means the State of Arizona.

3. CUSIP Number/Final Official Statement. The base CUSIP Number of the Bonds is 378280. The Final Official Statement relating to the Bonds is dated April \_\_\_, 2016 (the “Final Official Statement”).

4. Annual Information Disclosure. Subject to Section 8 and Section 13 of this Undertaking, the City shall disseminate its Annual Information and its Audited Financial Statements, if any, (in the form and by the dates set forth in Exhibit I) through EMMA. The City is required to deliver such information in such manner and by such time so that such entities receive the information on the date specified.

If any part of the Annual Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Information for the year in which such event first occurs.

If any amendment is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided through EMMA) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 and 13 of this Undertaking, the City hereby covenants that it will disseminate within ten (10) business days Listed Events Disclosure through EMMA. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Bonds pursuant to the Ordinance.

6. Consequences of Failure of the City to Provide Information. The City shall give notice within ten (10) business days through EMMA of any failure to provide Annual Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be an Event of Default under the Ordinance. The sole remedy under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived, if

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the beneficial owners of the Bonds, as determined by a counsel or other entity unaffiliated with the City.

8. Termination of Undertaking. The City’s obligations under this Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The City shall give notice within ten (10) business days if this Section is applicable through EMMA.



9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Listed Event.

11. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. Recordkeeping. The City shall maintain records of all Annual Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Subject to Appropriation. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Undertaking is subject to appropriation to cover the costs of preparing and mailing the Annual Information and notices of material events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact will be made in a timely manner to EMMA.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

**CITY OF GLENDALE, ARIZONA**

By: \_\_\_\_\_  
Its: Director of Finance and Technology  
Address: 5850 West Glendale Avenue  
Glendale, Arizona

Date: \_\_\_\_\_, 2016

## **Exhibit I**

### **Annual Financial Information and Timing and Audited Financial Statements**

“Annual Financial Information” means financial information and operating data of the type contained in the Official Statement under the following captions:

CAPTION/TABLE

Net Secondary Assessed Valuation by Property Classification

Estimated Net Secondary Assessed Valuations by Top Ten Taxpayers

Record of Real and Secured Property Taxes Levied and Collected

Debt Limitation

Outstanding Bonded Indebtedness-Direct General Obligation Bonded Debt

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA, or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available from the MSRB; the Final Official Statement need not be available through EMMA or the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided to each through EMMA, on or before February 1 of each year, commencing February 1, 2017 for information as of the previous June 30 (unless otherwise specified). Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included and the Audited Financial Statements shall be subsequently provided within 30 days after their availability to the City.

Audited Financial Statements will be prepared according to GAAP standards, as applied to governmental units as modified by State law.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.

## **Exhibit II**

### **Events with respect to the Bonds for which Listed Events Disclosure is Required**

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity provider, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations, in each case, with respect to the tax status of the Tax-Exempt Bonds and other material events affecting the tax status of the Tax-Exempt Bonds.
7. Modifications to the rights of security holders, if material.
8. Obligation calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Whether event listed above subject to the standard “material” would be material shall be determined under applicable federal securities laws.

**APPENDIX D**

**AUDITED FINANCIAL STATEMENTS OF THE  
CITY OF GLENDALE, ARIZONA  
FOR THE FISCAL YEAR ENDED  
JUNE 30, 2015**

## APPENDIX E

### BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX E - "BOOK-ENTRY-ONLY SYSTEM" HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, THE FINANCIAL ADVISOR, THE UNDERWRITERS OR THEIR RESPECTIVE COUNSEL AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds in the aggregate principal amount of the Bonds and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of beneficial interests in the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of a beneficial interest in a Bond ("Beneficial Owner") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of beneficial ownership interests in the Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds such as redemptions, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will, if applicable, consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments represented by the Bonds will be made by the Bond Registrar and Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar and Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Bond Registrar and Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Bond Registrar and Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Bond Registrar and Paying Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Bond Registrar and Paying Agent or the City. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered. The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered.

NEITHER THE CITY NOR THE BOND REGISTRAR AND PAYING AGENT WILL HAVE RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS OR TO INDIRECT PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE ORDINANCE; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH

RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered Owner of the Bonds, as nominee for DTC, references herein to “Owner” or registered owners of the Bonds (other than under the heading “TAX MATTERS”) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Paying Agent to DTC only.

**PRINCIPAL PAYDOWN FACTOR TABLE**  
**PRO RATA PASS-THROUGH DISTRIBUTION OF PRINCIPAL**

\$\_\_\_\_\_ Term Bond Due \_\_\_\_\_

<u>Principal Paydown Date</u>	<u>Mandatory Sinking Fund/Paydown Amounts(1)</u>	<u>Paydown Amount per \$1,000</u>	<u>Remaining Balance per \$1,000</u>	<u>Paydown Factor</u>	<u>Remaining Obligation Factor</u>
7/1/____	\$_____	\$_____	\$_____	_____	_____
7/1/____	\$_____	\$_____	\$_____	_____	_____
7/1/____	\$_____	\$_____	\$_____	_____	_____

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(1) Subject to change in the event of certain optional redemptions or purchases of Taxable Bonds and subject to DTC's (or other securities depository) operational procedures on the date such mandatory sinking fund redemption.





## Legislation Description

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**File #:** 16-062, **Version:** 1

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**RESOLUTION 5073: CITY CLERK INTRODUCTION OF AGENDA ITEMS**

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution amending the Council Meeting Rules and Procedures to specify that the City Clerk will introduce agenda items at both workshop and voting meetings.

**Analysis**

Article IV, Section 2 of the City Charter specifies that the City Council shall appoint a City Clerk who shall “keep the journal of the Council’s proceedings”. In other cities across the state it is standard practice for the City Clerk to introduce agenda items, thereby reading the items into the official record of the meeting. In order to realign our procedures to be consistent with this best practice it is necessary to amend the Council Meeting Rules and Procedures as outlined below.

Section 3.3 of the Council Meeting Rules and Procedures will be amended as follows:

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the ~~City Manager~~ CITY CLERK, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

Section 4.2 of the Council Meeting Rules and Procedures will be amended as follows:

4.2 At workshop meetings the CITY CLERK WILL INTRODUCE EACH ITEM AND THE CITY MANAGER WILL INTRODUCE STAFF WHO IS PRESENTING. Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.

**Previous Related Council Action**

At the April 28, 2015 City Council meeting, the Council Meeting Rules and Procedures were updated by Resolution 4948 New Series to move citizens comments to the beginning of the meeting.

At the April 14, 2015 City Council meeting, the Council Meeting Rules and Procedures were updated by Resolution 4942 New Series, adding Section 3.15 Posting of Colors at Council Voting Meetings.

At the January 28, 2014 City Council meeting, the Council Meeting Rules and Procedures were updated by Resolution 4767 New Series to reflect the change in the amount of time Citizen Comment speakers had to speak from five minutes to three.

At the September 10, 2013 City Council voting meeting, the Council Meeting Rules and Procedures were updated, adding Section 3.4, Prayer/Invocation at Council Voting Meetings, with Resolution 4721 New Series.

The Council Meeting Rules and Procedures were originally adopted by City Council by Resolution 3136 New Series on July 8, 1997.

RESOLUTION NO. 5073 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" AMENDING FOR THE CITY CLERK TO INTRODUCE ALL ITEMS AT COUNCIL VOTING MEETINGS AND WORKSHOPS.

WHEREAS, the Mayor and the City Council adopted the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Mayor and the City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4721 New Series on September 10, 2013; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4767 New Series on January 28, 2014; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4942 New Series on April 14, 2015; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4948 New Series on April 28, 2015; and

WHEREAS, the Council of the City of Glendale wish to amend the current "Council Meeting Rules and Procedures" to have the City Clerk introduce all items at Council Meetings.

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

SECTION 1. That Section 3.3 of the document known as the "Council Meeting Rules and Procedures," is amended as follows:

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the ~~City Manager~~ CITY CLERK, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

SECTION 2. That Section 4.2 of the document known as the "Council Meeting Rules and Procedures," is amended as follows:

[deletions as ~~strikethrough~~; additions as ALL CAPS]

4.2 At workshop meetings the CITY CLERK WILL INTRODUCE EACH ITEM AND THE CITY MANAGER WILL INTRODUCE STAFF WHO IS PRESENTING. Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.

SECTION 3. That the certain documents known as the Glendale City Council “Council Meeting Rules and Procedures,” is hereby amended and made a part hereof as it is fully set forth in this resolution.

SECTION 4. That three (3) copies of said document are on file in the office of the City Clerk of the City of Glendale, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

r\_council\_rules and procedures.doc

[deletions as ~~strikethrough~~; additions as ALL CAPS]

# GLENDALE CITY COUNCIL

## COUNCIL MEETING RULES AND PROCEDURES

Amended February 23, 2016

### **SECTION 1: RULES, PURPOSE AND EFFECT**

- 1.1 The Council's meetings must be noticed and conducted in accordance with applicable open meetings statutes and other law.
- 1.2 These rules and procedures are adopted by the Council of the City of Glendale, under the Council's authority provided by the Charter and by law to determine its own rules, order of business, and to regulate the conduct of its meetings. Where not inconsistent with these rules and procedures, the current version of *Robert's Rules of Order* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.
- 1.3 The Mayor, or a majority of the council, may suspend strict observance of these rules and procedures and any applicable provision of *Robert's Rules* for the timely and orderly progression of the meeting.

### **SECTION 2: PRESIDING OFFICER**

- 2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.
- 2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters is final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

### **SECTION 3: ORDER OF BUSINESS**

- 3.1 The order of business at regular meetings of the Council ordinarily will be as follows:
  - Call to Order
  - Posting of Colors
  - Pledge of Allegiance
  - Prayer/Invocation
  - Citizen Comments

- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Council Comments and Suggestions
- Adjournment

- 3.2 The Mayor, or a majority of the Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.
- 3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the ~~City Manager~~ CITY CLERK, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.
- 3.4 Prayer/Invocation at Council Voting Meetings - In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and the community.
- 3.5 The following guidelines allow for an invocation, which may include prayer, reflective moment of silence, or short solemnizing message.
1. No member of the Council, employee of the City, or any other person in attendance at the meeting shall be required to participate in any prayer or invocation that is offered.
  2. The prayer/invocation shall be voluntarily delivered by any person who has offered.
  3. The speaker shall not receive compensation for his or her service.

4. No speaker shall proselytize or otherwise openly seek to promote certain aspects of doctrine or faith; openly advocate or campaign for conversion of individuals or groups; or openly advance any faith, belief, doctrine, or dogma. No prayer/ invocation shall disparage the religious faith or non-religious views of others.
5. It is recommended that the prayer/invocation be no more than two minutes in length.

The above guidelines are not intended, and shall not be implemented or construed in anyway, to affiliate the City Council with, nor express the Council's preference for, any faith or religious denominations. Rather, these guidelines are intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denomination, as well as other faiths represented and practiced among the citizens of the City of Glendale.

- 3.6 Anyone violating of these guidelines is subject to disqualification from offering future prayers/invocations.
- 3.7 As adopted by Council, the City Council Meeting Rules and Guidelines state that the Mayor is the presiding officer of the meetings and as such:

**“SECTION 2 – PRESIDING OFFICER**

2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.

2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

Therefore, the Mayor shall advise the speaker that their time is up in order to keep with the orderly operation of the meeting.

- 3.8 In no event shall a speaker be scheduled to offer a prayer/invocation at consecutive meetings of the Council.
- 3.9 In no event shall a speaker offer the prayer/invocation more than three times in one fiscal year. Similarly, no speaker from the same denomination, faith or sect shall speak more times than three in one fiscal year.
- 3.10 Neither the Council nor staff shall engage in any inquiry, examination, restriction, review of, or involvement in, the content of any prayer to be offered.

3.11 In the event that there is no scheduled speaker to offer the prayer/invocation, the agenda shall include a Moment of Silence.

3.12 The following language shall be included on every agenda:

“Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor’s office and interested persons should contact the Mayor’s office for further information.”

3.13 City officials should not give the impression that they are expressing an official City religion, are speaking on the City’s behalf or that City residents attending the meeting are expected to participate in the prayer/invocation.

3.14 Process:

1. The Mayor’s office will maintain a list of volunteers.
2. Volunteers will be able to sign up via the website, a hard copy request form also available on the website, or submitted in person to a representative of the Mayor’s Office at 5850 West Glendale Avenue.
3. As the requests are received they will be placed in that order. The speakers will be contacted in order of date and then time received and requested to speak at a future meeting of the Council.
4. The Mayor’s office will follow up with letter setting forth the date and time that the speaker should be prepared to offer the invocation/prayer. Additionally, the letter will remind the intended speaker that the prayer/invocation being offered cannot seek to proselytize in favor of one religion or sect or disparage another religion or belief.

3.15 Posting of Colors

1. It is the policy of the Council to allow organizations to post the colors at regular voting meetings of the council.



2. Organizations seeking to post the colors at a meeting shall contact the mayor's office, which shall maintain a list of volunteers and coordinate the scheduling of posting assignments.

#### **SECTION 4: WORKSHOP MEETINGS**

- 4.1 The Council may conduct workshop meetings or study session on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
- 4.2 At workshop meetings the CITY CLERK WILL INTRODUCE EACH ITEM AND THE CITY MANAGER WILL INTRODUCE STAFF WHO IS PRESENTING. Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- 4.3 Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.
- 4.4 Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

#### **SECTION 5: ADDRESSING THE COUNCIL, REGULAR MEETINGS AND PUBLIC HEARINGS**

- 5.1 Any person wishing to address the Council, on a public hearing item or other agenda item, must fill out a speaker card and turn it in to the City Clerk, indicating the speaker's name, address, and the agenda item on which he or she wishes to speak. Persons wishing to speak under "Citizen Comments" should designate a subject matter on which they will speak. On agenda items that are not scheduled for public hearing, brief public comment may be allowed, time permitting. The time permitted for such public comment by each

speaker will be limited as provided for public hearing items. The Mayor may close the public comment on non-public hearing agenda items, even if not all interested parties have spoken, or end the time for comment by a speaker, to allow the meeting to proceed.

- 5.2 Citizen Comments occur at the beginning of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.
- 5.3 Public Hearing Item Comments and Non-public Hearing Item Comments occur throughout the meeting. **These are for items that are on the Council meeting agenda** and are limited to five minutes per speaker.
  - a. Speakers may be limited to less than five minutes each in consideration of the number of people wishing to speak, the length of the agenda, the number of public hearing items, and the timely and orderly progression of the meeting. Applicants on public hearing items and their attorneys, representatives, experts and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the Chair, rebuttal comments by the applicant or applicants' representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing, answers to questions by Council, and must be brief. Other than any rebuttal, no person will be allowed to address the Council after the public hearing is closed or after a motion is made on a non-public hearing item, without first securing the permission to do so.
- 5.4 Speakers on any items, whether a public hearing, other item on the agenda, or Citizen Comments, should address their comments to matters pertinent to the agenda item or subject matter at hand and should avoid repetition of the comments of previous speakers on the item. Simply stating agreement with the points raised by the prior speaker(s) will help move the meeting along so that all who wish to speak have the opportunity to do so within a reasonable time. Large groups whose members wish to speak on a matter may designate a spokesperson.
- 5.5 The purpose of public comment is to provide information and the speaker's views for Council consideration. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Manager or City staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period on another agenda item for the speakers to debate the matter under consideration with other speakers, the audience, or members of the Council. All comments should be addressed through the Chair. Questions may be posed to the speakers, any applicant's representatives, and City staff, by the Council, after being recognized by the Chair. Except when answering a direct question from a Councilmember, all remarks will be addressed to the Council as a whole, and not to individual members.

- 5.6 Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. The Mayor 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 Mayor, 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 Mayor.
- 5.7 Exhibits, letters, petitions and other documentary items presented or shown to the Council on a public hearing item become part of the records of the public hearing. Eleven collated sets of written or graphic materials should be provided by the speaker prior to the commencement of the hearing to allow for distribution to the Mayor and Council, key City staff, and a copy for the City Clerk to include in the public record of the hearing, whenever possible. Reduced copies (8 ½ x 11 or 8 ½ x 14) of large graphic exhibits should be provided as part of the sets of materials for distribution to the Council, staff, and for the record. This requirement may be waived for signed petitions submitted by neighborhoods or other citizen groups, although these groups also are encouraged to provide eleven sets of petitions where possible.